

ORIGINAL

AGREEMENT FOR SERVICES #224-S0811

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and OCCU-MED, LTD., A Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 7050 North Fresno Street, Suite 210, Fresno, CA 93720; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to engage a Consultant to provide occupational health services, specifically in the areas of pre-employment (post-offer) physical evaluations and fitness-for-duty examinations for the Human Resources Department, Risk Management Division; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel, equipment, and facilities and services necessary to provide occupational health consulting services for the Human Resources Department, Risk Management Division. Services shall be in accordance with Exhibit "A", marked "County of El Dorado Occupational Health Provider Services", incorporated herein and made part by reference hereof. Services shall include, but not be limited to, the following:

A. Scheduling and Execution of Medical Examinations

Consultant shall schedule pre-employment (post-offer) and fitness-for-duty medical examinations for all County departments with medical providers in the Occu-Med Network. Consultant shall contract directly with the medical providers, with selections subsequently approved by the County's Human Resources Department, Risk Management Division contract administrator. All medical providers in the Occu-Med Network shall comply with all applicable provisions of this Agreement, including patient confidentiality requirements and the obligations set forth in ARTICLE III relating to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. Employee/Job Compatibility Assessment (*ExamQA*®)

Consultant will evaluate individual's medical findings against Consultant's job requirements created for the County in 2006, in accordance with Exhibit "A" and/or as otherwise provided by County, and render a determination as to the capacity of an employee to perform the essential functions of the job classification at the time of examination and show the probability of minimal risk of injury to themselves or others. Consultant shall also render a determination as to those individuals who should be disqualified from employment consideration based on an inability to perform the essential functions of the job at the time of examination. Consultant agrees to follow all current federal and state laws and/or regulations regarding discrimination against applicants and employees and/or disclosure of confidential information in the performance of these services. The written report will be provided to the County's Human Resources Department, Risk Management Division contact within 24 business hours of receipt of medical findings from medical provider. Specific information regarding *ExamQA*® as set forth in Exhibit "A", marked "Occu-Med Services in Detail", incorporated herein and made part by reference hereof..

C. RDQA (Recommendation Delayed for Quality Assessment)

Under RDQA:

- Consultant shall correspond directly with job applicants to obtain any medical records or documentation necessary to follow up on medical conditions or physical problems that may interfere with the safe performance of essential job duties;
- Consultant will notify County that such a review has been initiated;

D. Scheduling and Evaluation of Drug/Alcohol Testing

Consultant will schedule all County-referred participants for pre-placement, post-employment offer (including job classifications covered by 49 CFR Part 40), reasonable suspicion, post accident and fit-for-duty (FFD) alcohol and controlled substance detection services with laboratories in the Occu-Med network or as otherwise approved by the County. Consultant will contract directly with the laboratories, the laboratories will invoice Consultant directly, and County will reimburse Consultant, on a monthly basis, for all laboratory tests scheduled by Consultant.

E. Fitness-For-Duty

Consultant shall, when requested by the County, conduct fitness-for-duty evaluations of current employees returning to work. Specific information regarding Fitness-For-Duty evaluations is set forth in Exhibit "A" marked "Occu-Med Services in Detail",.

F. Assistance with Appeals

Consultant shall assist the County, when requested, in responding to appeals that may be filed as a result of the Medical Disqualification of an applicant. This assistance will include a review of medical information submitted by the applicant, telephone consultation with the County (see I-3 below), research and direct testimony.

G. Additional Human Resource Consultation

Consultant shall assist the County, when requested, with review of examinations for job classes not analyzed by Consultant, with Return-to-Work and Fitness-for-Duty evaluations, special issues related to the medical hiring process, and the analysis of newly created job classes or re-analysis of previously analyzed job classes, as necessary.

H. Reporting

Consultant shall provide the County with periodic reports on the number and types of exams processed and the outcome of each exam. Consultant shall also provide the County, in response to a specific request, other periodic or status reports.

Consultant will provide the County with an annual report documenting the results of their work if requested. Consultant will also serve as an on-going resource for medical (e.g. what level of hearing loss is acceptable for a nurse), and upon approval by County Counsel legal (e.g. what to do when California state law conflicts with the ADA) and personnel (e.g. what can we do when an employee mentions to his/her supervisor that he/she has been diagnosed with carpal tunnel syndrome) issues that may arise.

County shall have the right to review the files, working papers, correspondence charts or other records of Consultant after reasonable notice to Consultant of such request. Said records shall be provided to the County within 20 calendar days of the request.

I. Consultant's Network Membership

In conjunction with *ExamQA*®, Consultant will grant Network Membership to the County and will provide County with all services, research products, updates and materials which are available to other members of the Network. These services and products shall include, but shall not be limited to:

1. Legal updates which are relevant to the use of the Occu-Med System;
2. Telephone consultation in an area relevant to the Occu-Med System or its use; and
3. Telephone assistance to the County in the defense of complaints or grievances filed by an applicant or employee against the County as a result of the appropriate use of the Occu-Med System.

ARTICLE II

License: Consultant warrants and represents that he/she holds and will maintain throughout the course of this Agreement all necessary licenses and certifications required by the categories and the type of Work being performed. A copy of the currently valid licenses and certifications shall be provided to the County prior to the execution of this contract.

ARTICLE III

Confidentiality/HIPAA Compliance: As a condition of Consultant performing services for the County of El Dorado, Consultant shall execute that Business Associate Agreement which is attached hereto as Exhibit "B", and incorporated herein for all intents and purposes.

ARTICLE IV

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years from date thereof.

ARTICLE V

Compensation for Services: For services performed in ARTICLE I – Scope of Services, Section A. Scheduling and Execution of Medical Examinations, County agrees to pay Consultant cost of pre-employment (post-offer) and fitness-for-duty medical examinations. The medical providers shall invoice Consultant directly, and County shall reimburse Consultant for the costs associated with the examinations monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. Medical exam prices for various County job classes shall be in accordance with Exhibit "C", marked "Medical Exam Component Profile Costs", incorporated herein and made part by reference hereof, and Exhibit "D", marked "Maximum Medical Exam Component Profile Costs By Group", incorporated herein and made part by reference hereof.

Sedentary job classes require only basic review of applicant's medical questionnaire and will be charged a flat fee of \$50 to review. Other expenses, including but not limited to specialized forensic psychologist services shall not be included in standard pre-employment medical exams and

additional medical tests, included but not limited to advanced hearing test, previously approved by HR/Risk Management for employees/applicants shall not to exceed \$1,000.00 per specialized or additional medical test.

For services performed in ARTICLE I – Scope of Services, Section B. Employee/Job Compatibility Assessment (*ExamQA*®), Section D. Scheduling and Evaluation of Drug/Alcohol Testing, Section E. Fitness-For-Duty, Section F. Assistance with Appeals, Section G. Additional Human Resource Consultation, Section H. Reporting, and Section I. Consultant’s Network Membership, County agrees to pay Consultant \$1,000.00 monthly in arrears and within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered, except as otherwise provided under the terms of the agreement (e.g. sedentary job classes will only be charged a flat fee).

For services performed in ARTICLE I – Scope of Services, Section C. RDQA, County agrees to pay Consultant an additional \$50.00 for each required review monthly in arrears and within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered.

The total amount of this Agreement shall not exceed \$600,000.00.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this

Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a

termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HUMAN RESOURCES DEPARTMENT
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TED CWIEK, HUMAN RESOURCES DIRECTOR

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

OCCU-MED, LTD.
7050 N. FRESNO STREET, SUITE 210
FRESNO, CA 93720

or to such other location as the Consultant directs.

ARTICLE XIII

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIV

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services

shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

ARTICLE XV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVI

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XVII

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Larry D. Costello, Senior Risk Management Analyst, Human Resource Department, Risk Management Division, or successor.

ARTICLE XX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction

to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
Larry D. Costello
Sr. Risk Management Analyst
Human Resources Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Ted Cwiek
Director
Human Resources Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____

Deputy Clerk

-- CONSULTANT --

Dated: _____

OCCU-MED, LTD.
A DELAWARE CORPORTION

By: _____

James A. Johnson
President & CEO
"Consultant"

By: _____

Corporate Secretary

Dated: _____

EXHIBIT "A"

COUNTY OF EL DORADO OCCUPATIONAL HEALTH PROVIDER SERVICES

SCOPE OF WORK

Consultant will provide occupational health services, specifically in the areas of pre-employment (post-offer) physical evaluations and fitness-for-duty examinations upon request.

The specific job classification assigned to each evaluation grouping is listed in Exhibit "E" marked "Occu-Med Job Profiles".

Consultant will inform the employee directly of all abnormal findings and recommendations for follow-up that are of a non-occupational nature. Notation of recommended follow-up will be documented in the clinical record. With the exception of fitness-for-duty evaluations, any recommendations for follow-up that are related to work performance will be reported to the County and to the employee within 24 business hours of the evaluation.

I. Type of Examination Performed

Pre-employment (post-offer) medical evaluations/examinations of persons who are offered employment shall assess:

- Physical findings and current functional capacity of the individual;
- Significant past medical history relative to the person's abilities to perform the essential functions of the job;

A. Group I

1. Peace Officer Standardized Testing (POST) medical screening standards will be utilized to evaluate all candidates
2. Review El Dorado County job classification specification statement and the El Dorado County job class Essential Functions Worksheet
3. Complete and review health history questionnaire as provided by the County
4. Provide a problem-oriented written history of personal and occupational health based on a brief interview to verify information noted on the health history questionnaire.
5. Examination for public safety jobs exposed to heavy physical demands and firearm carrying responsibility

B. Group II

1. Review El Dorado County Job Classification specification statement and the El Dorado County job class Essential Functions Worksheet
2. Complete and review health history questionnaire as provided by the County
3. Provide a problem-oriented written history of personal and occupational health based on a brief interview to verify information noted on the health history questionnaire
4. Examination for jobs with heavy physical demands with potential exposures to chemicals,

dust, fumes, or gases capable of producing systemic toxicity and occupational lung disorder. May require formal asbestos medical surveillance

C. Group III

1. Review El Dorado County Job Classification specification statement and the El Dorado County job class Essential Functions Worksheet
2. Complete and review health history questionnaire as provided by the County
3. Provide a problem-oriented written history of personal and occupational health based on a brief interview to verify information noted on the health history questionnaire
4. Examination for jobs with heavy physical demands with potential exposures to chemicals, dust, fumes, or gases capable of producing systemic toxicity or disease

D. Group IV

1. Review El Dorado County Job Classification specification statement and the El Dorado County job class Essential Functions Worksheet
2. Complete and review health history questionnaire as provided by the County
3. Provide a problem-oriented written history of personal and occupational health based on a brief interview to verify information noted on the health history questionnaire
4. Examination for jobs with moderate physical demands with exposures to blood born and/or infectious pathogens

E. Group V

1. Review El Dorado County Job Classification specification statement and the El Dorado County job class Essential Functions Worksheet
2. Complete and review health history questionnaire as provided by the County
3. Provide a problem-oriented written history of personal and occupational health based on a brief interview to verify information noted on the health history questionnaire
4. Examination for jobs with light to moderate physical demands and limited potential for exposures

F. Respirator use classifications

1. Respirator fit-testing for applicants or employees in job classifications requiring respirator use as identified by the County
2. Issue a letter of respiratory compliance

G. Drug/Alcohol Screening

1. Drug/Alcohol screening for safety-sensitive classifications as requested by County
2. Drug/Alcohol screening for additional job classifications as requested by the County
3. MRO interpretation and determination of the specimen drug testing results
4. MRO interpretation and determination of the specimen drug testing results for reasonable suspicion as requested by the County

H. Fitness-for-duty evaluations and consultation for job fitness determinations as requested by County

II. Scheduling

- A. Occu-Med Network of Medical providers will be available to provide medical examinations between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Facilities and equipment to be accessible to persons with physical disabilities
- B. Pre-employment (post-offer) evaluations will usually be scheduled on short notice. Appointments will frequently be requested within the same week for pre-placement exams. Other examinations will generally be scheduled at least one week in advance. Alcohol/drug screens will be random at the discretion of the County
- C. Necessary equipment and trained personnel are required to assure prompt scheduling of medical examinations. The examination system must be capable of handling up to 400 exams per year and up to four exams on any given day
- D. Each pre-employment (post offer) evaluation and respective diagnostic, screening, and lab test, must be performed in a single time period on the same day. This time period must not exceed four hours, except where such performance is beyond reasonable control. Any change in such performance will require the prior authorization of the County

III. Qualifications of Staff

- A. A physician who is trained in occupational medicine and workers compensation (preferably board certified in occupational medicine) will conduct all examinations and analysis and will render a medical work clearance determination specific to the requirements of the job classification. The physician will have experience in exposure.
- B. A licensed physician certified in radiology shall interpret X-ray films
- C. When administered, the maximal exercise cardiac stress EKG will conform to the 2-minute Bruce Protocol and shall be performed and interpreted by a cardiologist or physician board certified in internal medicine. The interpretation report will include a copy of the baseline EKG
- D. Maximal exercise treadmill cardiac stress testing by two-minute Bruce protocol shall be performed by a licensed board certified or eligible cardiologist, internist, or qualified family practitioner. Tests shall include a copy of the baseline EKG
- E. A certified pulmonary technician or a person who has completed a NIOSH approved course in pulmonary function testing will administer spirometry assessment
- F. The physician shall meet the requirements for designation as a medical review officer (MRO) as outlined in the Federal Omnibus Transportation Employee Testing Act of 1991 and as thereafter amended. In the event that the evaluating physician is not MRO qualified, the consultant shall have agreements to provide MRO responsibility for receiving laboratory results generated by the testing program. The consultant is responsible for ensuring that the MRO completes 12 Continuing Educational Medical Units each 3-year period from the original date of MRO Certification Board examination, relevant to performing MRO functions or otherwise as required by law
- G. Consultant will provide expert witness services to assist the County in ADA and civil rights litigation by providing research testimony and experts to support work fitness decisions

IV. Notification Needs

- A. The Medical Examination Summary Report Form (Exhibit "G") will be faxed to the County within 72 hours of the completed pre-employment (post-offer) evaluation.
- B. Preparation of a descriptive summary which provides expansion and/or clarification of positive indicators on the health history questionnaire, specifically targeting applicants previous work injuries and occupational exposures, use of prescription & nonprescription medication, and potential that the applicant has falsified information on the questionnaire, e.g., no history of chronic back or joint pain, however on examination, a limited range of motion & a surgical scar is noted.
- C. Preparation of a descriptive summary outlining the medical qualification of the job candidate in the following categories:
 - 1. No medical condition has been identified which conflicts with the individual's ability to safely address the physical demands of the position being applied for or currently held
 - 2. Detailing functional limitations and corresponding job duty restrictions in the event applicant or employee was found to have a medical condition which will interfere with ability to safely perform the essential duties of the position
 - 3. Detailing further evaluation tests or consultation outcome with the county in the event that further evaluation is required and/or subspecialty assessment is deemed appropriate
 - 4. Detailing other health-related information that is necessary for the County to determine employability of the individual

V. The Physician will render a determination as to the capacity of the prospective employee to perform the essential functions of the job classification at the time of placement and show the probability of minimal risk of injury to themselves or others. The examiner shall also render a determination as to those individuals who should be eliminated from placement based on an inability to perform the job at the time of examination, or who could do so only at an unduly high risk of injury to themselves or others. The term injury is defined as an event or condition that:

- A. is connected with, or occurs as a result of the performance of job-related duties; and
- B. shows a substantial and imminent probability of aggravating or precipitating a physical condition, disease, or syndrome that is inconsistent with continued safe and efficient job performance: and
- C. affect those physical abilities that are necessary and required for the safe and efficient performance of the essential duties of the job: and
- D. Is consistent with the examination and evaluation protocols, which are outlined by the most current edition of the California Commission on Peace Officers Standards and Training (POST), specific to all safety classifications and/or those jobs specified by the County

VI. For all Pre-employment evaluations the physician should translate pertinent medical findings into functional placement data, which will be transmitted (Medical Examination Report) to the County of El Dorado. The functional assessments would contain specific details on medical diagnoses and relate to the individual's capability of fulfilling employment requirements.

VII. **Medical Examination Summary Reports are defined as follows:**

Medically Qualified – Indicates that no medical condition has been identified which conflicts with the individual’s ability to safely perform the essential duties of the position being applied for or currently held.

Conditionally Qualified – The applicant or employee was found to have a medical condition that could interfere with the individual’s ability to safely perform the essential duties of the position. The physician will note any activity restrictions on the Health Status Report. The County will review these restrictions and functional limitations to determine if such limitations will impose an undue hardship upon the employing department’s ability to provide service.

Recommendation Delayed for Qualification - Indicates that the physician is not willing to make a placement decision without further evaluation, tests, or consultation with the County.

Medically Disqualified – Applicant has been deemed unsuitable for job classification.

VIII. Extended Assessment

For RDQA, the Consultant will secure and coordinate further evaluation, tests, physical capacity testing, and/or subspecialty assessment in the event that a more comprehensive evaluation is necessary to render a medical qualification determination.

IX. Conflict of Interest

Consultant shall inform the employee or appointee of an acute medical condition requiring urgent medical treatment if identified during the examination. The referral by Consultant of a client (seen while the Consultant is under contract to the County) to a private service in which the Consultant has an interest, financial or otherwise, represents a potential conflict of interest. Therefore, no person employed by or under contract to the County shall refer a client to his/her private practice or to a private practice in which she/he has an interest, financial or otherwise.

OCCU-MED SERVICES IN DETAIL

A. EMPLOYEE/JOB COMPATIBILITY ASSESSMENT (*ExamQA*®)

ExamQA® shall be implemented for all job classes for which Job Profiles were developed in 2006 by Consultant or as otherwise updated by County.

Post-Offer, Pre-placement Examinations shall be scheduled by the Consultant directly with their designated medical provider.

The medical provider shall conduct the appropriate examination components for each job class, as specified in the Medical Examination Component Profile developed previously by Consultant for that job class, and forward copies of the examination documentation to Consultant for review.

Consultant technical staff (Intake Specialists) shall review each exam for timeliness, accuracy of medical components performed, thoroughness of medical information provided, correctness in the performance of medical testing (i.e. did the pulmonary function test consist of three "blows" of at least six seconds each, or did the Treadmill Stress Test document achievement of at least 12 METS), and completeness. If any problem is identified, Consultant's Intake Specialists fax or telephone the clinic, daily if necessary, to obtain missing information or to correct information submitted.

When the exam is deemed complete by the Intake Specialist, it is forwarded to an Occu-Med internal physician for review. This review takes place by:

1. Identifying any medical conditions present (as documented by the medical history and medical exam).
2. Comparing those medical conditions to the physical demands of the job (as documented by the Job Profile). This comparison is made by use of a "Compendium of Medical Standards". A Medical Standard (which, since passage of the American Disabilities Act (ADA), is used only as a guideline) tells Consultant for each medical condition what level of work is appropriate or safe for individuals with that medical condition to perform.
3. When the medical file is deemed complete, the Consultant Medical Standards/Guidelines will be applied to the examination results. The resulting medical qualification recommendation will be provided to the County in a timely manner. If a complete exam arrives from Consultant's internal physician in Consultant's office by 4 p.m. PT, a detailed, written report (see Exhibit "G") containing their placement recommendation is submitted to the County by the close of business that same day.
4. When Consultant's recommendation is that an applicant may only be placed with accommodations, a discussion concerning the appropriateness of Reasonable Accommodation, and documentation of the decision, will be initiated by Consultant

with a telephone call to a County contact in Risk Management and/or HR for answers to necessary questions that must be asked in order to determine whether any possible accommodation would be reasonable or would pose an undue hardship to the County if allowed, for each Medical Disqualification recommendation.

5. If accommodation would be reasonable or would not pose an undue hardship to the County, Consultant prepares an Employment Agreement previously approved by the County for the employee to sign agreeing to abide by the necessary restrictions. Consultant also provides for the employee's supervisor to sign the document acknowledging the agreement. The County keeps the agreements on site to assure compliance as time goes by;
6. Further, when the Consultant's recommendation is that a decision be delayed until certain medical information can be further explored, Consultant submits that report as well as an additional report when the information is received--RDQA is implemented if job applicant needs to be contacted to obtain any medical records or documentation--and when Consultant is able to offer a conclusive recommendation.

B. FITNESS-FOR-DUTY

Consultant shall, when requested by the County, conduct fitness-for duty evaluations of current employees to determine if employees are fit or not fit to perform current job responsibilities, as follows:

1. Evaluate the employee's specific situation and develop a plan to assure that full and adequate medical and job information is available to allow for a correct and legally defensible determination of his/her ability to continue performing the job or to return to the job, either to full or modified duty.
2. A Job Profile, developed previously by Consultant or as otherwise updated by County so there is a thorough understanding of the specific responsibilities of that job, and an internal memo from the Consultant requesting the specific, appropriate medical information that will be necessary to determine whether the employee continues to be an appropriate placement in the job, with or without restrictions or accommodations, is forwarded to the medical provider.
3. When such results are received from medical provider, Consultant's consulting physicians will evaluate it in conjunction with the requirements of the job to make a recommendation to the County.
4. If the recommendation is that the employee be retained in or returned to the job with work accommodations or restrictions, Consultant will prepare an employment agreement, previously approved by the County to be signed by the employee setting forth specifically the restrictions to which the employee will be held.
5. A discussion concerning the appropriateness of Reasonable Accommodation, and documentation of the decision, will be initiated by Consultant with a telephone call to a County contact in Risk Management and/or HR for answers to necessary questions that must be asked in order to determine whether any possible accommodation would be reasonable or would pose an undue hardship to the County if allowed, for each Medical Disqualification recommendation.

OCCU-MED JOB PROFILES (BY ALPHA)

GROUP I - LAW ENFORCEMENT	Level A Exam	POST standards applied
GROUP I - LAW ENFORCEMENT	Level B Exam	Non-POST; no treadmill
GROUP II - DEMANDING	Level A Exam	Pulmonary Function, Chem Panel, CBC added
GROUP II - DEMANDING	Level B Exam	Pulmonary Function, Chem Panel, added
GROUP III - SEDENTARY WITH LOW DEMANDS / DRIVING	Level A Exam	Chem Panel, CBC added
GROUP III - SEDENTARY WITH LOW DEMANDS / DRIVING	Level B Exam	Chem Panel added
GROUP IV - SEDENTARY WITH LOW DEMANDS / NON DRIVING	Level A Exam	No additional testing added
GROUP V - SEDENTARY WITH NO PHYSICAL DEMANDS	Level A	No exam, Immunizations/TB test required
GROUP V - SEDENTARY WITH NO PHYSICAL DEMANDS	Level B	No exam, No Immunizations or PPD

JOB TITLE	GROUP	LEVEL	ADDED
Agricultural Biologist/Standards Inspector: I / II / Senior/ Technician	II	A	(C)
Air Pollution Control Officer	III	B	
Air Quality Engineer / Specialist I / II / Sr.	II	B	
Airport Operations Supervisor	II	B	
Airport Technician: I / II	II	B	
ALL UNLISTED SEDENTARY (No physical demands) classifications	V	B	No Profiles done for desk jobs
Animal Control Officer: I / II / Senior / Operations Manager / Supervisor / Chief	II	B	(Tdap) (MMR)

LEGEND FOR ADDITIONAL REQUIREMENTS:

(B) = Hepatitis B

(C) = Cholinesterase RBC & Plasma
(RF) = Respirator Fit Testing
(MMR) = Measles/Mumps/RubellaFORMS / JOB

(Td) = Tetanus/Diphtheria (Pertussis to be used in new contract--Tdap)

CLASS GROUPINGS BY ALPHA

JOB TITLE	GROUP	LEVEL	ADDED
Appraiser: Aide / I / II / Senior / Branch Supervisor	III	B	
Architectural Project Manager			No Profile done
Armorer – Range Master			No Profile done
Assessment Standards Supervisor	III	B	
Bridge Maintenance Worker: I / II / III / Senior / Supervisor	II	B	(RF)
Building Inspector: I / II / Senior / Assistant	II	B	
Building Maintenance Worker: I / II / Sr	II	B	
Building Operations: Technician / Supervisor / Manager	II	A	
Capital Programs Manager	III	B	
Care Management Counselor I / II	III	B	(Tdap) (MMR) (B)
Care Management Supervisor	III	B	
Central Services Supervisor	III	B	
Child Abuse Prevention Coordinator	III	B	
Child Support Investigator I / II / Senior	V	A	(Tdap) (MMR) (PPD)
Child Support Specialist I / II / III	III	B	(Tdap) (MMR) (B)
Civil Engineer: Assistant / Associate / Senior / Supervisor	V	A	(Tdap) (MMR) (PPD)
Community Health Advocate	III	B	
Community Services Officer	III	B	
Construction Manager			No Profile done
Cook Series: I / II / Correctional Cook	III	B	
Correctional Officer: I / II / Sergeant / Lieutenant	III	B	(B)
Custodian: Senior / Supervisor	I	B	(B)
Deputy Probation Officer – Institutions: I / II / Senior / Supervisor	II	A	
Deputy Probation Officer: I / II / Senior / Supervisor / Assistant Chief / Deputy Chief / Chief	I	A	(B)
	I	A	(B)

LEGEND FOR ADDITIONAL REQUIREMENTS:

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(Td) = Tetanus/Diphtheria (Pertussis to be used in new contract--Tdap)

(MMR) = Measles/Mumps/RubellaFORMS / JOB

CLASS GROUPINGS BY ALPHA

JOB TITLE	GROUP	LEVEL	ADDED
Deputy Public Guardian I / II / Assistant	III	B	(Tdap)
Deputy Sheriff: Office of Emergency Services (OES) / Search and Rescue (SAR)	I	A	(B)
Detention Aide	III	B	(B)
Development Aide I / II	V	B	(Tdap)
Development Technician: Senior	IV	A	
Disposal Site Supervisor	II	A	
District Attorney Investigator: Senior / Chief	I	A	(B)
Eligibility Systems Specialist	III	B	
Eligibility Worker I / II / III / Eligibility Supervisor	V	A	(Tdap) (MMR) (PPD)
Employment and Training Worker I / II / III	V	A	(Tdap)
EMS Agency Administrator	III	B	
Energy/Weatherization Technician: I / II / Senior	II	B	
Engineering Aide / Technician / Senior / Principal / Chief	II	B	
Environmental Branch Manager	II	A	(RF)
Environmental Health Specialist: I / II	III	A	(C)
Environmental Health Specialist: Senior / Supervisor	III	A	(RF)
Environmental Management Director / Deputy Director / Branch Manager / Health Manager	III	B	(RF)
Equipment Mechanic: Helper / I / II / III / Senior / Supervisor	II	B	
Equipment Superintendent	III	B	
Facilities Manager			No Profile done
Fleet Services Technician I / II / Supervisor	II	B	
Food Services: Aide / Supervisor / Correctional	III	B	(B)
Geologist	III	B	
Grounds Maintenance Worker: I / II / Senior / Supervisor	II	A	(C)

LEGEND FOR ADDITIONAL REQUIREMENTS: (B) = Hepatitis B (C) = Cholinesterase RBC & Plasma (RF) = Respirator Fit Testing
(Td) = Tetanus/Diphtheria (Pertussis to be used in new contract--Tdap) (MMR) = Measles/Mumps/RubellaFORMS / JOB

JOB TITLE	GROUP	LEVEL	ADDED
Hazardous Materials/Recycling Specialist	II	A	(C) (RF)
Health Education Coordinator	III	B	(B)
Health Education Supervisor	III	B	
Health Program Specialist	III	B	
Health Promotions Aide			No Profile done
Highway Maintenance Worker: I / II / III / IV / Senior / Supervisor / Superintendent	II	A	
Homemaker	III	B	(B)
Homemaker Supervisor	III	B	
Housing Program Specialist I / II / Coordinator			No Profile done - (Tdap)
IHSS Public Authority Registry/Training Specialist			No Profile done
Information Systems Coordinator			No Profile done
Information Technology Analyst I/II/Technician / Senior/ Supervising	IV	A	
Information Technology Department Specialist: Coordinator / Senior	III	B	
Investigative Assistant (DA)	III	B	
Kennel Attendant / Supervisor	II	B	
Library Series: Asst. I/II / Tech. / Senior / Literacy Services Coordinator/ Supv. Librarian	III	B	
Licensed Vocational Nurse / Senior	III	B	(B)
Meal Site Coordinator	III	B	
Medical Office Assistant I / II / Sr.	V	A	(Tdap) (MMR) (PPD)
Medical Office Services Supervisor	V	A	(Tdap) (MMR) (PPD)
Medical Services Coordinator	V	A	(Tdap) (MMR) (PPD)
Mental Health Aide	III	B	(B)
Mental Health Clinical Nurse			No Profile done - (B)
Mental Health Clinician: IA / IB / I / II / Bilingual	III	A	(B)

LEGEND FOR ADDITIONAL REQUIREMENTS:

(B) = Hepatitis B

(Td) = Tetanus/Diphtheria (Pertussis to be used in new contract--Tdap)

(RF) = Respirator Fit Testing

(MMR) = Measles/Mumps/Rubella/FORMS / JOB

CLASS GROUPINGS BY ALPHA

JOB TITLE	GROUP	LEVEL	ADDED
Mental Health Driver – EH			No Profile done
Mental Health Nurse Practitioner			No Profile done - (B)
Mental Health Professional – EH			No Profile done - (B)
Mental Health Program Coordinator IA / IB / II			No Profile done - (B)
Mental Health Therapy Consultant - EH			No Profile done - (B)
Mental Health Worker: I / II	II	B	(B)
Nutritionist / Nutrition Services Supervisor	III	B	
Occupational / Physical Therapist / OT/PT Supervisor	II	B	(B)
Operations Supervisor	III	B	
Park Project Coordinator / Operations Assistant – EH			No Profile done
Parts Technician			
Physician's Assistant	II	B	
Plans Examiner Engineer	III	A	(B)
Primary Intervention Aide – EH	III	B	
Program Aide			No Profile done
Program Assistant/Bilingual	III	B	
Program Coordinator	III	B	
Property/Evidence Technician	III	B	
Psychiatric Nursing Supervisor			No Profile done - (B) (RF)
Psychiatric Technician: I / II			No Profile done - (B)
Psychiatrist	II	B	(B)
Public Defender Investigator / Senior	III	B	(B)
Public Health Aide	II	B	(B)
Public Health Clinician - EH			No Profile done - (B)
	III	A	(B)

LEGEND FOR ADDITIONAL REQUIREMENTS: (B) = Hepatitis B (C) = Cholinesterase RBC & Plasma (RF) = Respirator Fit Testing (Td) = Tetanus/Diphtheria (Pertussis to be used in new contract--Tdap) (MMR) = Measles/Mumps/RubellaFORMS / JOB

JOB TITLE	GROUP	LEVEL	ADDED
Public Health Laboratory Director / Lab Technician I / II	III	B	(B)
Public Health Microbiologist	III	A	(B)
Public Health Nurse Practitioner	III	B	(B)
Public Health Nurse: I / II / Supervisor	III	B	(B)
Public Safety Dispatcher I / II / Senior	III	B	
Quality Improvement Coordinator			No Profile done
Radio Maintenance Technician	II	A	
Registered Nurse	II	B	(B)
Reprographics Technician I / II	III	B	
River Recreation Supervisor / Instructor	II	A	
Senior Activity Coordinator	III	B	(Tdap)
Seniors' Daycare Program Supervisor	V	A	(Tdap)
Sheriff Series: DS I-II / Lieutenant / Sergeant / Captain / Undersheriff	I	A	(B)
Sheriff's Communications Manager	II	A	
Snow Removal Worker- EH			No Profile done
Social Services Supervisor I / II	II	B	(B)
Social Worker: I / II / III / IVA / IV B / Service Aide /	II	B	(B)
Solid Waste Technician	II	A	
Storekeeper I / II	III	B	
Storekeeper-Courier	II	B	
Student Intern (ILP Social Services)- EH			No Profile done - (B)
Student Intern (Library Shelver)- EH			No Profile done
Supervising Hazardous Materials Specialist	II	A	(RF)

LEGEND FOR ADDITIONAL REQUIREMENTS:

(B) = Hepatitis B

(C) = Cholinesterase RBC & Plasma
(Td) = Tetanus/Diphtheria (Pertussis to be used in new contract--Tdap)

(RF) = Respirator Fit Testing
(MMR) = Measles/Mumps/RubellaFORMS / JOB

CLASS GROUPINGS BY ALPHA

JOB TITLE	GROUP	LEVEL	ADDED
Surveyor: Deputy / Associate / Technician I / II / Assistant in Land Surveying	III	B	
Traffic Control Maintenance Worker: I / II / III / Senior / Supervisor	II	B	
Traffic Superintendent	III	B	
Transportation Officer – EH			No Profile done
Transportation Training/Safety Technician			No Profile done
Vector Control Supervisor	II	A	(C)
Vector Control Technician: I / II / Senior	II	A	(C) (RF)
Waste Management Technician I / II / III	II	A	
Waste Recycling Technician	II	A	(RF)
Welfare Fraud Investigator: I / II / III / Supervising / Chief	I	A	(B)
Wildlife Specialist	II	A	
Work Program Officer / Supervisor	III	B	(B)

NOTE:

- ALL SEDENTARY (DESK JOBS—GROUP V-B) NOT REQUIRING ANY ADDITIONAL TESTING ARE NOT LISTED ON THIS FORM.

LEGEND FOR ADDITIONAL REQUIREMENTS:

(B) = Hepatitis B

(C) = Cholinesterase RBC & Plasma

(RF) = Respirator Fit Testing

(MMR) = Measles/Mumps/RubellaFORMS / IOB

(Td) = Tetanus/Diphtheria (Pertussis to be used in new contract--Tdap)

CLASS GROUPINGS BY ALPHA

EXHIBIT "B"

HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Consultant entered into the Underlying Agreement pursuant to which Consultant provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("E PHI") may be made available to Consultant for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Consultant, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g); and

WHEREAS, the parties agree that any disclosure or use of PHI or E PHI be in compliance with the Privacy and Security Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Consultant of County Disclosed PHI
 - A. Consultant shall be permitted to use PHI disclosed to it by the County:
 - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
 - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Consultant may:
 - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of Consultant's proper management and administration or to fulfill any

legal responsibilities of Consultant. Consultant may disclose PHI as necessary for Consultant's operations only if:

- (a) The disclosure is Required by Law; or
 - (b) Consultant obtains written assurances from any person or organization to which Consultant will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Consultant disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify Consultant of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) not disclose PHI disclosed to Consultant by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (5) de-identify any and all PHI of County received by Consultant under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. Consultant agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.

3. Obligations of Consultant. In connection with its use of PHI disclosed by County to Consultant, Consultant agrees to:

- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
- C. To the extent practicable, mitigate any harmful effect that is known to Consultant of a use or disclosure of PHI by Consultant in violation of this Business Associate Agreement.
- D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Consultant becomes aware.
- E. Require sub-Consultants or agents to whom Consultant provides PHI to agree to the same restrictions and conditions that apply to Consultant pursuant to this Business Associate Agreement.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.

- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
 - H. Consultant will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or “pings”.
 - I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
 - J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).
4. PHI Access, Amendment and Disclosure Accounting. Consultant agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Consultant agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Consultant agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Consultant shall have available for the County the information required by this section for the six (6) years preceding the County’s request for information (except the Consultant need have no information for disclosures occurring before April 14, 2003).
 - D. Make available to the County, or to the Secretary of Health and Human Services, Consultant’s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Consultant’s compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Consultant.
 - F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Consultant’s possession constitutes a Designated Record Set.

- G. Not make any disclosure of PHI that County would be prohibited from making.
5. Obligations of County.
- A. County agrees that it will make its best efforts to promptly notify Consultant in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Consultant's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will make its best efforts to promptly notify Consultant in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Consultant's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it make it's best efforts to promptly notify Consultant in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Consultant's use of disclosure of PHI.
 - D. County shall not request Consultant to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that Consultant can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
6. Term and Termination.
- A. Term – this Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to Consultant, or created or received by Consultant on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - B. Termination for Cause. Upon the County's knowledge of a material breach by the Consultant, the County shall either:
 - (1) Provide an opportunity for the Consultant to cure the breach or end the violation and terminate this Agreement if the Consultant does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the Consultant has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
 - C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Consultant shall return or destroy all PHI received from the County, created or received by the Consultant on behalf of the County. This provision shall apply to PHI that is in the possession of subConsultants or agents of the

Consultant. Consultant shall retain no copies of the PHI.

- (2) In the event that the Consultant determines that returning or destroying the PHI is infeasible, Consultant shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Consultant shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Consultant maintains such PHI.

7. HIPAA Business Associate Indemnity

Consultant shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Consultant, its officers, employees, subConsultants, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Consultant, its officers, agents, employees, subConsultants, agents or representatives from this Business Associate Agreement. Consultant shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to County as set forth herein. Consultant's obligation to defend, indemnify and hold harmless County shall be subject to County having given Consultant written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Consultant's expense, for the defense or settlement thereof. Consultant's obligation hereunder shall be satisfied when Consultant has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such

interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

- 8. Amendment – the parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- 9. Survival – the respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- 10. Regulatory References – a reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- 11. Conflicts - any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Dated: _____

Dated: _____

Signed: _____

James A. Johnson
President & CEO
OCCU-MED, LTD
a Delaware Corporation

Signed: _____

Ted Cwiek
Director
Human Resources Department



EXHIBIT "C"

MEDICAL EXAM COMPONENT PROFILE COSTS

EMPLOYER: COUNTY OF EL DORADO

The following are activities and medical tests---and their maximum costs---that may need to be administered to medically qualify all El Dorado County job classes/titles. Activities and medical tests vary by job class/title. Please refer to Occu-Med Job Profiles for specific activities and medical tests per job class/title.

Maximum
Cost

<u>No Chg</u>	Review Job Profile (physical abilities & environmental factors) as necessary, determine work location and areas of work specialization.
<u>No Chg</u>	Review completed Medical History Questionnaire.
<u>No Chg</u>	Problem-oriented written history of personal and occupational health based on a brief interview to verify the Medical History Questionnaire (usually conducted by a nurse or paramedical staff and supplemented by physician comments).
<u>No Chg</u>	Authorization For Release of Information From Medical Record Form
<u>\$157</u>	General Physical Examination: a. Vital Signs: temperature, pulse, respiration, blood pressure, height, weight. b. Physician's Examination: head, eyes, ears, nose and throat, neck, chest, heart, abdomen, extremities, back, neurological, vascular, lymphatic, and skin. c. Sight screening - near, far, depth, color, and peripheral. d. Gross hearing test – with headset. e. Physician's summary, including comments related to job requirements.
<u>\$49</u>	Audiometric testing - with OSHA approved sound booth
<u>\$25</u>	TB Skin Testing (PPD): Delay qualification decision while awaiting PPD results.
<u>\$109</u>	Chest X-Ray (PA).
<u>\$140</u>	Chest X-Ray (PA & LAT).
<u>\$43</u>	Pulmonary Function (Forced vital capacity and forced expiratory volume).
<u>\$73</u>	Resting EKG (12-lead).
<u>\$303</u>	Stress EKG (treadmill per Bruce protocol – 12 METS required).
<u>\$67</u>	Blood Chemistry Panel (do not include STD).
<u>\$19</u>	Urinalysis - Gross & Microscopic.
<u>\$75</u>	Drug Testing.

EXHIBIT "D"

MAXIMUM MEDICAL EXAM COMPONENT PROFILE COSTS (By Group)

Evaluation Profile	Max. Cost	Group I A	Group I B	Group II A	Group II B	Group III A	Group III B	Group IV	Group V A	Group V B
Physical Exam / Med Review	\$157.00	\$157.00	\$157.00	\$157.00	\$157.00	\$157.00	\$157.00	\$157.00	Review only	Review only
Audiometry	\$49.00	\$49.00	\$49.00	\$49.00	\$49.00	\$49.00	\$49.00	\$49.00		
TB Skin Test (PPD) #1	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	
Chest x-ray (PA)	\$109.00			\$109.00	\$109.00	\$109.00	\$109.00			
Chest x-ray (PA & LAT)	\$140.00	\$140.00	\$140.00							
Pulmonary Function/Spirometry	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00				
Resting EKG	\$73.00		\$73.00	\$73.00						
Stress EKG Treadmill	\$303.00	\$303.00								
Blood Chemistry Panel (STD)	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00			
Urinalysis - gross & microscopic	\$19.00	\$19.00	\$19.00							
Drug testing	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Maximum Total	\$878.00	\$648.00	\$598.00	\$525.00	\$482.00	\$306.00	\$100.00	\$75.00	\$75.00	\$75.00