

EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of September 26, 2006

AGENDA TITLE: Occupational Health Program Transition
 Budget and Contract Approval

DEPARTMENT: CAO - HR

CONTACT: Laura S Gill

DATE: 9/19/2006

PHONE:

DEPT SIGNOFF:

CAO USE ONLY:

D-128

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Chief Administrative Officer recommends that the Board approve the attached budget transfer and contract relating to the County's Occupational Health program. (Contract is on file with the Clerk of the Board).

The Occupational Health program would be transferred from the Public Health Department to the Human Resources Department. Hiring and fitness-for-duty activities are better located in H.R. where the focus is on selecting qualified people and limiting loss.

CAO RECOMMENDATIONS: exposures. Public Health will continue its focus on public and workplace health exposure issues.
 Recommend approval. Laura S. Gill 9/20/06

Financial impact? (X) Yes () No

BUDGET SUMMARY:

Total Est. Cost	\$35,000.00
Funding	
Budgeted	
New Funding	
Savings	
Other	\$35,000.00
Total Funding	
Change in Net County Cost	\$0.00

Funding Source: () Gen Fund (x) Other
 Other:

CAO Office Use Only:

4/5's Vote Required	(✓) Yes () No
Change in Policy	(✓) Yes () No
New Personnel	() Yes (✓) No

CONCURRENCES:

Risk Management	_____
County Counsel	_____
Other	_____

***Explain** Funding for this program is within the internal service fund balance

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____

County of El Dorado
Chief Administrative Office
Interdepartment Memorandum

DATE: September 19, 2006

TO: Board of Supervisors

FROM: Laura S. Gill, Chief Administrative Officer *Laura S. Gill*

SUBJECT: Occupational Health Program Transition
Budget and Contract Approval

Recommendation: The Chief Administrative Officer recommends that the Board approve the attached budget transfer and contract relating to the County's Occupational Health program.

Reason for Recommendation: The Occupational Health program, encompassing pre-employment hiring and fitness-for-duty functions, is transitioning to the Human Resources' Risk Management Division from the Public Health Department. The Human Resources department will utilize, in addition to a Risk Management Technician to provide staff assistance to this program, a contractor to perform a variety of services as described below. This transition will move the County to a more traditional approach whereby hiring and fitness-for-duty activities are under Human Resources where the focus is selecting qualified persons and limiting loss exposures. This will further allow the Public Health Department to provide appropriate oversight regarding public and workplace health exposure issues, i.e. tuberculosis, hepatitis, blood borne pathogens, etc.

Human Resources will manage this program through the use of staff and consultants. The consultants, through OccuMed, will provide a variety of services and expertise including: performing job and medical profiles to insure that employees hired are physically able to perform expected tasks; reviewing medical exams for completeness; composing work-restriction agreements; coordinating fitness for duty examinations; working with staff regarding reasonable accommodation; etc. Due to OccuMed's resources (medical staff) and expertise, they can easily manage peak periods of hiring as well as the occasional urgency issues.

Fiscal Impact: The cost to fund this contract is for an amount not to exceed \$35,000. Funds are available within the internal services current fund balance.

Action to be Taken Following Approval: Following Board approval the Department will staff the position and transition the pre-employment and fitness-for-duty programs from the Public Health Department to Human Resources.

Attachments: Contract with OccuMed
Budget Transfer

★ RESUBMITTAL ★

Contract #: None

CONTRACT ROUTING SHEET

RUSH!Date Prepared: ~~8-24-06~~ 9/8/06Need Date: RUSH**PROCESSING DEPARTMENT:**

Department: HR/Risk Management
Dept. Contact: Larry Costello
Phone #: 6625
Department Authorization: [Signature]

CONTRACTOR:

Name: Occu-Med, Ltd.
Address: 7050 N. Fresno St., Ste. 210
Fresno, CA 93720
Phone: 559-435-2800

CONTRACTING DEPARTMENT: HR/Risk ManagementService Requested: Pre-employment and fit-for-duty occupational health services.Contract Term: One year. Contract/Amendment Value: \$27,800Compliance with Human Resources requirements? Yes: x No: Compliance verified by: Karen Blakeley**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 9/7/06 By: [Signature]
Approved: Disapproved: Date: 9/14/06 By: [Signature]

ASSIGNMENT

DATE

ATTORNEY

DEPT./INDEX NO.

BY

Please see Notes throughout.As to Form only.Still concerns re: ① Article IV Section F+6 payments - what if no service provided in that month? See a) below.② Ex C §C - who provides info to medical provider? See b) below.§C - failure to address rights of parties if "clinic" uncooperative. c)③ Ex C §C and §DS - Govt contact may want to incl HR and/or Risk. below

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 8/24/06 By: [Signature]
Approved: Disapproved: Date: By:

WC coverage has been requested.

- a) Consultant charges flat fee each month; some months we may use their services extensively, some months not at all (unlikely).
b) Consultant provides info to medical provider as stated in contract.
c) In the unlikely event clinic is uncooperative, County will contract with a different clinic.

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).Departments:

Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

AUDITOR / CONTROLLER'S USE	
TRANSFER #	27031
DATE	
CODE BY	

EL DORADO COUNTY APPROPRIATION TRANSFER (29130 GOV. CODE)

BUDGET TRANSFER REQUEST #1

	Human Resources - Risk Management
DEPARTMENT OR AGENCY NAME	

TO BE COMPLETED BY THE DEPARTMENT	
DOCUMENT TOTAL	70000
NUMBER OF LINES	2
TRANSACTION CODE TOTAL*	13

9/7/2006
DATE

Ante J. Harn / *Laura A. Hill*
DEPARTMENT AUTHORIZATION SIGNATURE AND PHONE NUMBER

PAGE ___ OF ___

COMPLETE THE INFORMATION BELOW WITH JUSTIFICATION NARRATIVE OR ATTACH A MEMO.
REMOVE THE GOLD COPY AND SUBMIT COMPLETE REQUEST TO THE AUDITOR / CONTROLLER'S OFFICE.
A BUDGET TRANSFER MUST BE AT LEAST TWO LINES, NOT EXCEED TWENTY-SIX LINES AND USE AN "ODD AND EVEN" NUMBERED TRANSACTION CODE*
* 002 = INCREASE ESTIMATED REVENUE * 011 = INCREASE IN APPROPRIATION / BOS APPROVED
* 003 = DECREASE ESTIMATED REVENUE * 012 = DECREASE IN APPROPRIATION / BOS APPROVED

S F X	TRANS CODE NO.*	INDEX CODE NUMBER	SUB OBJECT NUMBER	USER CODE NUMBER	AMOUNT	DESCRIPTION (50 CHARACTERS MAX.)
1	011	023200	4300		35000	FY 6/7 budget rev occupational health occurred contract
2	002	023200	0001		35000	FY 6/7 budget rev occupational health occurred contract
3						
4						
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9						
10						
11						
12						
13						

06 SEP - 8 AM 11:26

REVIEWED
FOR
FORMAT BY*Joe Harn*
JOE HARN, C.P.A. AUDITOR / CONTROLLER

DATE

Seaworth
CHIEF ADMINISTRATIVE OFFICE - ANALYST

DATE

Laura A. Hill
CHIEF ADMINISTRATIVE OFFICE

DATE

APPROVED AND SO ORDERED THAT THE ABOVE TRANSFERS BE MADE (AS REQUESTED OR AMENDED) AND INCORPORATED IN THE MINUTES OF THIS MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

SIGNATURE: CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTEST: CLERK, BOARD OF SUPERVISORS

AGREEMENT FOR SERVICES #786-S0611

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");

W I T N E S S E T H

WHEREAS, County has determined that several occupational health services currently being managed by the Public Health Department, specifically in the areas of pre-employment (post-offer) physical evaluations and fitness-for-duty examinations will move to the Human Resources (HR) Department, Risk Management Division; and

WHEREAS, County has determined that it is necessary to engage a Consultant to provide consulting services in support of these services for the HR Department; 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 perform services necessary to provide occupational health consulting services for the HR Department/Risk Management Division. Services shall include but shall not be limited to:

A. The Occu-Med System

Consultant shall perform on-site job analyses to design job profiles and medical exam component profiles for each job class designated by the County and assure that all pre-placement and fitness-for-duty medical testing is both medically appropriate and legally defensible.

Consultant shall provide a complete and accurate assessment of each job's physical requirements and each applicant's or worker's compatibility for a specific job. This shall include, but not be limited to the following:

1. Job Analysis: Analyze all County jobs---using Consultant-determined sample sizes and groupings of similar jobs to adequately represent all jobs---to determine the physical abilities needed to perform each job grouping resulting in an accurate Job Profile of each job grouping analyzed;
2. Medical Examination Component Profile: The development of medical exams for each Job Profile group considering all physical and environmental job requirements, along with potential job related medical requirements;
3. Assist in the location, selection and training of medical providers;
4. Employee/Job Compatibility Assessment (*ExamQA*®):
 - Evaluate individual's medical findings against the job requirements;
 - Produce a written report supporting a decision to place, place with accommodations, disqualify an applicant, or return an injured employee to work;
 - Provide litigation support through additional research, medical information review, direct testimony and/or general consultation.

Detailed information regarding the services to be provided by Consultant are set forth in Exhibit "C" which is attached hereto and incorporated herein as though fully set forth. The *ExamQA*® process for non-sedentary positions shall be as detailed in the flowcharts attached hereto as Exhibit "D" which is incorporated herein as though fully set forth. The services to be provided by Consultant regarding the *ExamQA*® process for sedentary positions can be found in Exhibit "E" which is attached hereto as Exhibit "E" and incorporated herein as though fully set forth. An example of the Medical Exam Summary report can be found in Exhibit "F".

B. 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;
- When the requested information is submitted, Consultant shall prepare a clearance report (Exhibit “F” which is incorporated herein as though fully set forth).

C. 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 “C” which is incorporated herein and though fully set forth.

D. 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 G-3 below), research and direct testimony.

E. 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.

F. 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 (i.e. what level of hearing loss is acceptable for a nurse), legal (i.e. what to do when California state law conflicts with the ADA) and personnel (i.e. 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.

G. 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

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 "A", 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 one (1) year from date thereof.

ARTICLE V

Compensation for Services:

For services performed in ARTICLE I – Scope of Services, Section A1. Job Analysis, Section A2. Medical Examination Component Profile, and Section A3. Medical Provider Selection and Training Assistance, County agrees to pay Consultant \$12,500.00 and a not to exceed amount of \$1,500.00 for expenses incurred by Consultant during the performance of those services, (e.g., hotel, meals, mileage, etc.), in accordance with Exhibit “B”, marked “Board of Supervisors Policy D-1”, incorporated herein and made by reference a part hereof.

Payment for those services and expenses shall be made within thirty (30) days following completion and approval of work by County and the County’s receipt and approval of itemized invoice(s) identifying services rendered.

For services provided in ARTICLE I – Scope of Services, Section A4. *ExamQA*, Section C. Fitness-For-Duty, Section D. Assistance with Appeals, Section E. Additional Human Resource

Consultation, Section F. Reporting and Section G. Consultant's Network Membership, County agrees to pay Consultant \$1,000.00 monthly in arrears (\$12,000.00 for the year.)

Payment for those services shall be made within thirty (30) days following the County's receipt of monthly invoice.

For services performed in ARTICLE I – Scope of Services, Section B. RDQA, County agrees to pay Consultant \$25.00 for each required review monthly in arrears. At this time it is estimated that not more than 6 reviews will be required during a one (1) month period.

Payment for those services shall be made within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

The total amount of this Agreement shall not exceed \$35,000.00, inclusive of all expenses.

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

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.

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:

ATTN: LAURA GILL, CHIEF ADMINISTRATIVE OFFICER
COUNTY OF EL DORADO
HUMAN RESOURCES DEPARTMENT
330 FAIR LANE
PLACERVILLE, CA 95667

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: 9/18/06
Larry D. Costello, Sr. Risk Management Analyst
Human Resources Department-Risk Management Division

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 9/20/06
Laura S. Gill, CAO

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

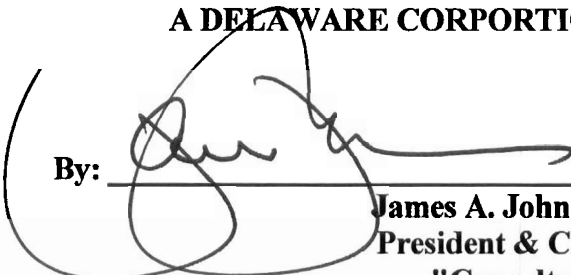
ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONSULTANT --

Dated: 9/18/2006

OCCU-MED, LTD.
A DELAWARE CORPORTION

By:  _____
James A. Johnson
President & CEO
"Consultant"

By:  _____
Corporate Secretary

Dated: 9/18/2006

LDC

786-S0611

EXHIBIT "A"

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 ("EPHI") 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 EPHI 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.

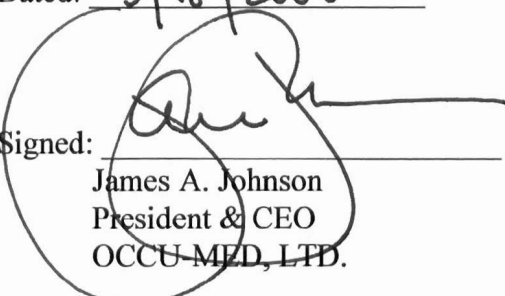
The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

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 Consultant 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: 9/18/2006

Signed: _____
James A. Johnson
President & CEO
OCCU-MED, LTD.

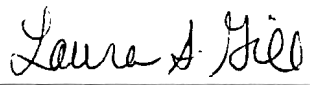
Dated: 9/20/2006

Signed: _____
Laura Gill, CAO
El Dorado County

EXHIBIT "B"



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 1 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
 - a. Maximum Rate Policy
 - b. Private Auto
 - c. Meals
 - d. Lodging
 - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D-1	Page Number: 2 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

POLICY:

1. General Policy

- a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
- c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
- e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 3 of 14
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- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
 - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
 - (2) Car rental.
 - (3) Out-of-county overnight travel.
 - (4) Members of boards or commissions, or non-county personnel.



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D-1	Page Number: 4 of 14
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(5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

- c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.
- d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



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BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D-1	Page Number: 5 of 14
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(1) A member of the Board of Supervisors requires NO specific authorization.

(2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:

(a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.

e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.

(1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.

(2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 6 of 14
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the purpose of discussing important issues related to County business and policies.

- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.
- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive



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Subject: TRAVEL	Policy Number D-1	Page Number: 7 of 14
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prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.

- (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

- a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement



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BOARD OF SUPERVISORS POLICY**

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above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:



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- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) when employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) when the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) when Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.

Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner



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may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

Maximum Allowable Meal Reimbursement

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.
- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations



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while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.

- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. **Other Expenses**

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim. Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. **Advance Payments**



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BOARD OF SUPERVISORS POLICY**

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The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.
- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

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departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.

- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.
- h. Expense Claim Form



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BOARD OF SUPERVISORS POLICY**

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For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.

EXHIBIT “C”

Occu-Med Services in Detail

A. Job Analysis and Medical Examination Component Profile

The principal objectives of these services are to: 1) establish medical standards for each job classification based on the physical activities and environmental factors associated with each class and; (2) to develop a pre-employment medical examination to determine if applicants meet the medical and physical standards of the positions for which they are being hired.

Consultant shall conduct all job analyses necessary to provide entry medical standards/guidelines for the job classes. A Job Profile and a Medical Examination Component Profile for each job class analyzed shall be submitted to the medical clinic chosen to conduct the physical. Job Profiles are prepared for use in evaluating pre-placement and fitness-for-duty medical examinations by conducting on-site job analysis sessions. This procedure is entitled “Physical Abilities Analysis.”

Physical Abilities Analysis involves interviewing current County job incumbents from the job classes being analyzed. In preparation for these job analysis sessions Consultant will:

- Determine the necessary sample sizes (number of raters) for the job classes; and
- Schedule the sessions.

Consultant shall determine how many raters from a particular job class (“sample size”) will adequately represent the entire job and will result in valid information about the job.

The job analysis sessions involve identification of the most demanding essential job tasks for 19 physical ability categories, and the rating of those tasks on a 7-point, behaviorally anchored scale. The incumbents are also asked to complete a questionnaire that addresses the environmental factors that they may be exposed to in their job. Overall, each session requires about one and one-half hours to complete.

Data collected will then be qualitatively and statistically analyzed to develop Job Profiles and Medical Examination Component Profiles for each job class studied.

- The Job Profile shall detail accurately the specific essential job tasks of the jobs studied, and;
- The Medical Examination Component Profile shall detail the specific medical tests recommended to find or diagnose the medical or physical conditions that would be of concern for that job.

Consultant shall conduct an on-site Client Orientation Meeting for any County staff with any direct or indirect interest in the services to be provided under this Agreement. During this Client Orientation, Consultant shall provide background information and orientation to the County relating to the research methodology used and the practical aspects of

implementation of the system.

Client orientation will be provided on-site, for designated staff, to:

- Better understand the Consultant services (both the implementation activities and the on-going *ExamQA*® medical examination review) in detail.
- Understand the timeliness/turnaround rules that will be placed upon Consultant (see Section “C” below) and determine whether there are any special needs or instructions from County regarding the work.
- Provide County with Consultant’s “Employers’ Guide to the Occu-Med System” which describes the services the Consultant is providing to County.

B. Training of Medical Providers

Consultant shall train the medical provider(s) designated by the County in the use of the Occu-Med System. Training shall consist of at least a one to two-hour discussion with the doctors performing the medical exams as well as any clinic staff who are involved in the process. Consultant shall provide and explain to each clinic a “Physician’s Guide to the Occu-Med System” during this session. In addition, Consultant shall remain available to answer questions and assist the physician as needed.

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

ExamQA® shall be implemented for all job classes for which Job Profiles have been developed, as described hereinabove.

Post-Offer, Pre-placement Examinations shall be scheduled by the County 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:

- Identifying any medical conditions present (as documented by the medical history and medical exam).

- 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.
- 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 (Exhibit "F") containing their placement recommendation is submitted to the County by the close of business that same day.
- 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.
- 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 (Exhibit "G") 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;
- 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.

D. 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 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 information is 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.

Exhibit "D" - Occu-Med System: ExamQA®

Post-Offer, Pre-Placement – NON-SEDENTARY Positions

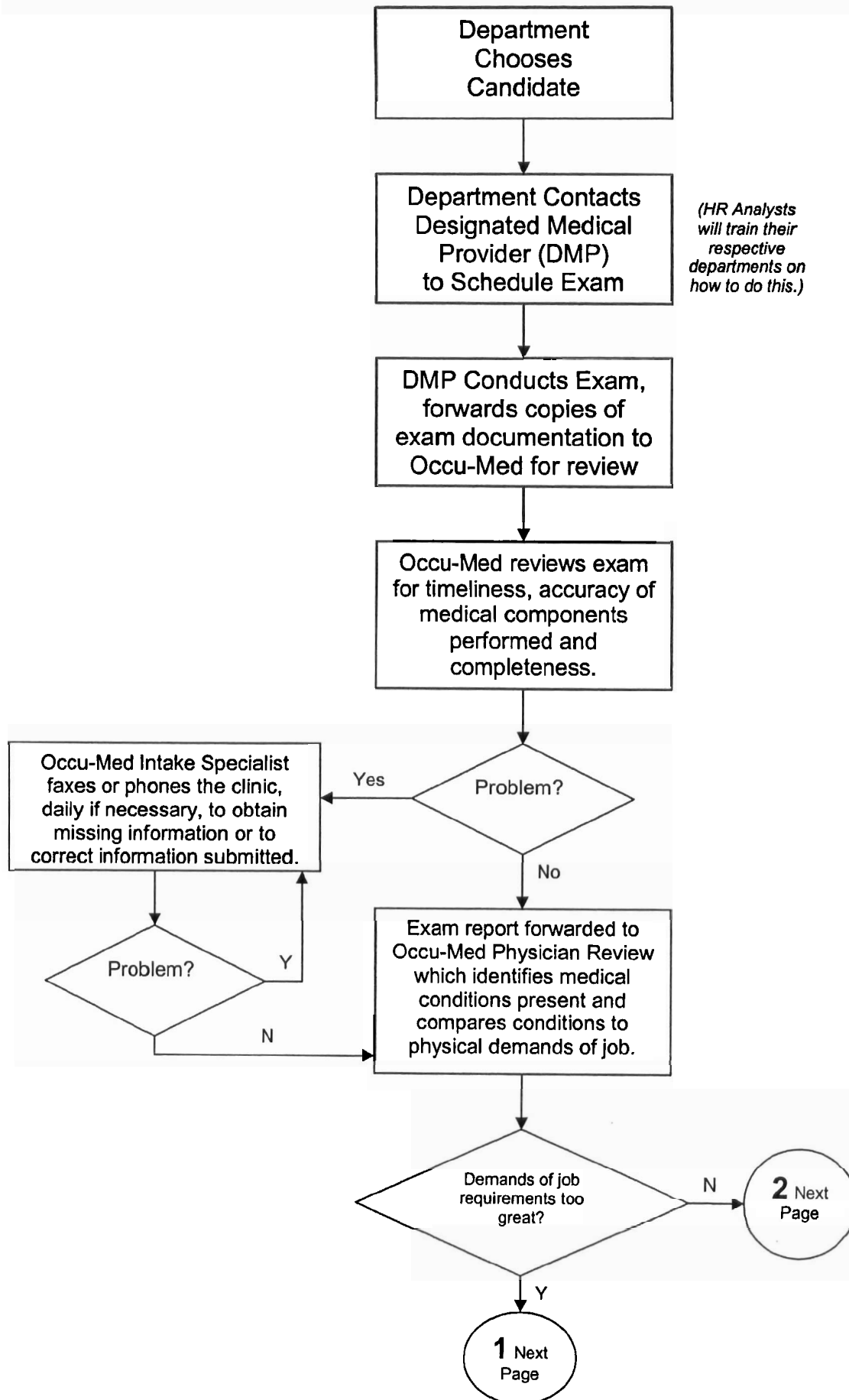


Exhibit "D" - Occu-Med System: ExamQA®

Post-Offer, Pre-Placement – NON-SEDENTARY Positions

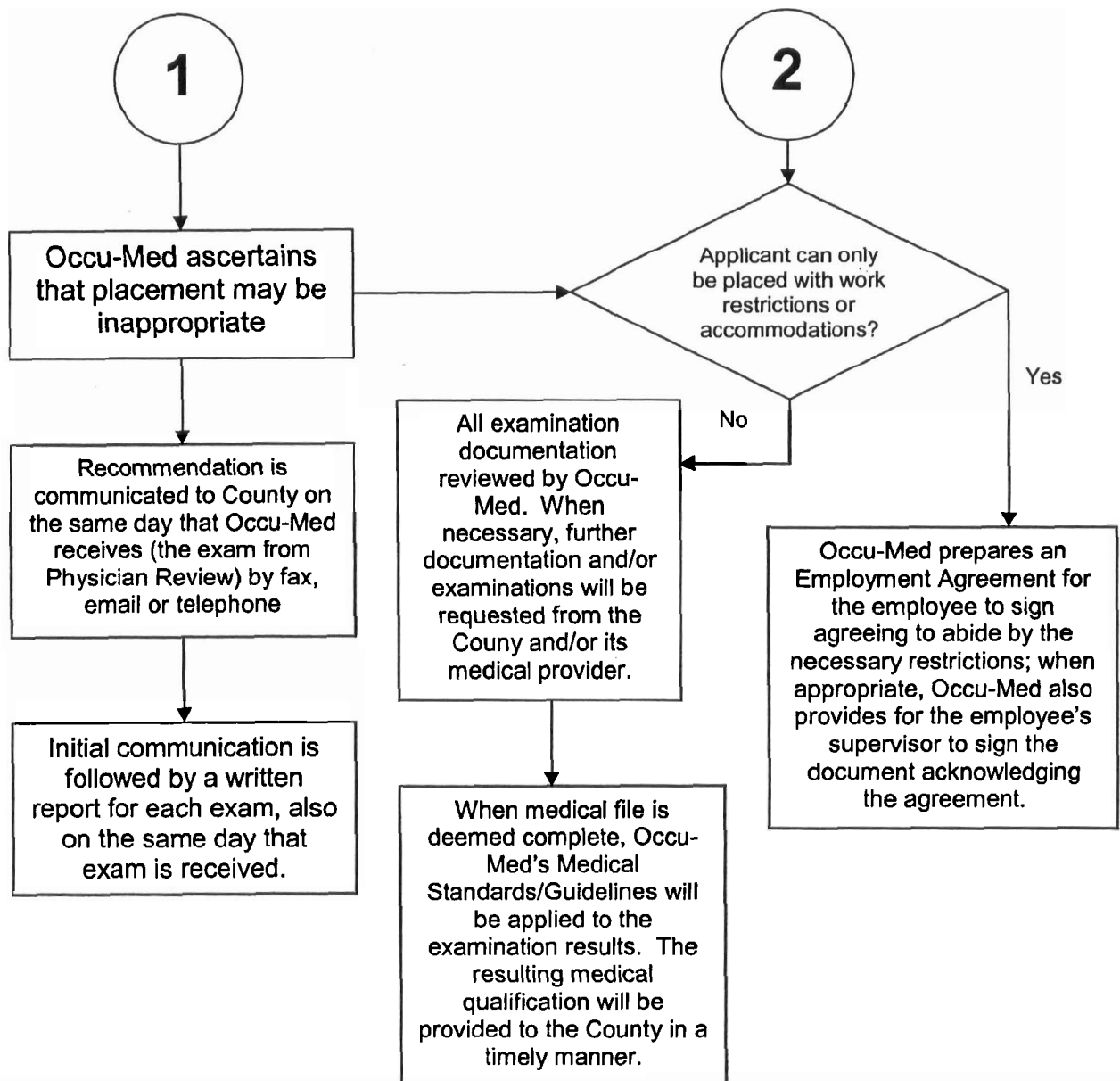


Exhibit "E" - Occu-Med System: ExamQA®

Post-Offer, Pre-Placement – SEDENTARY Positions

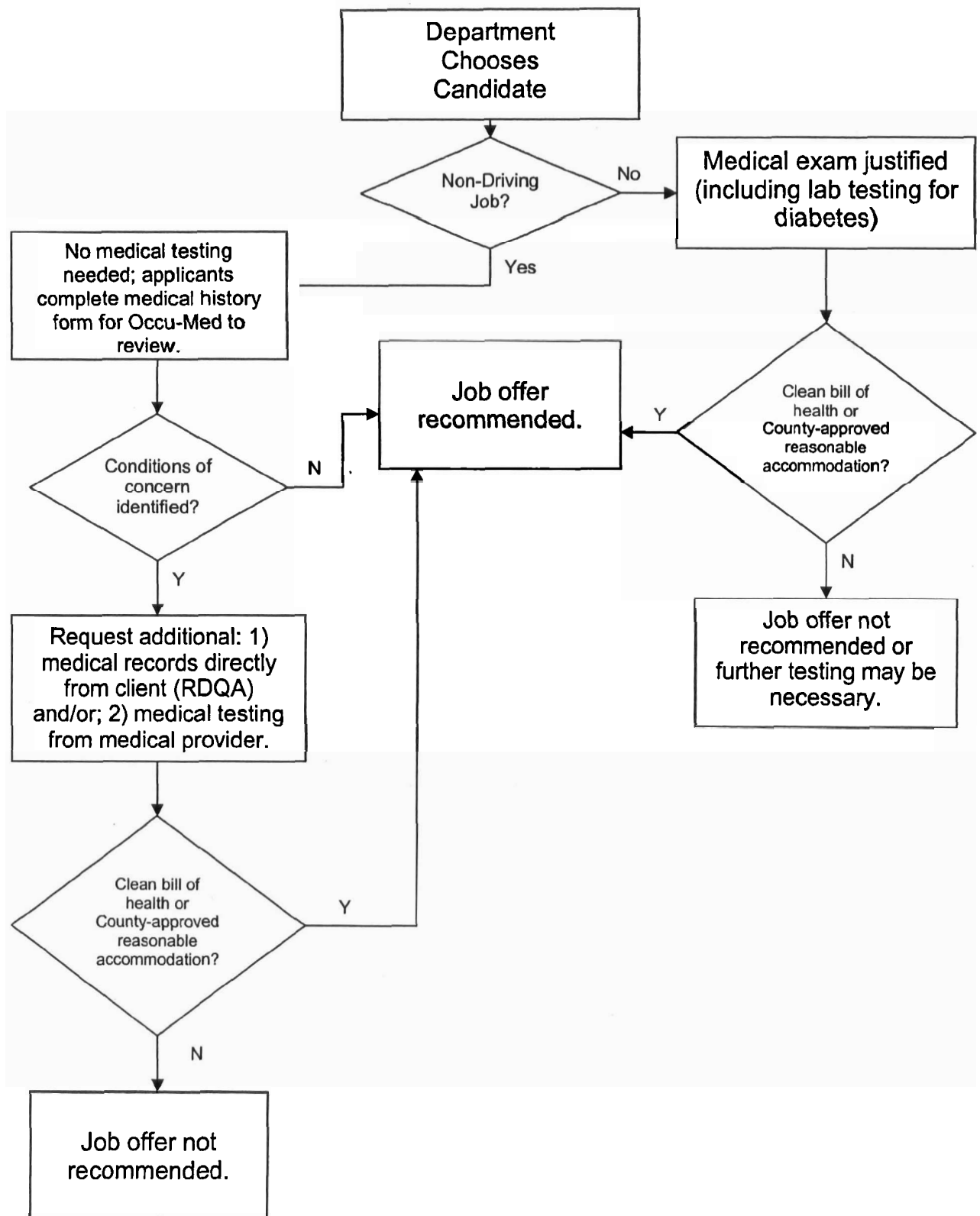


EXHIBIT "F"

EMPLOYER:

NAME _____ SS# _____

JOB TITLE _____ DATE OF EXAM _____

COMPLETE EXAM RECEIVED:

MEDICAL EXAMINATION SUMMARY

- | | | |
|-------|--|---|
| _____ | MEDICALLY
QUALIFIED | Applicant/employee is fit to perform the essential functions of this job class. |
| _____ | CONDITIONALLY
QUALIFIED | Applicant/employee will be placed but has work restrictions as outlined on the Medical Restrictions and/or Reasonable Accommodations (attached). |
| _____ | RECOMMENDATION
DELAYED FOR
QUALIFICATION* | Applicant/employee will be reconsidered for placement upon submission of the following requested medical information. |
| _____ | MEDICALLY
DISQUALIFIED | Applicant has been deemed medically unsuited for this job class. Occu-Med's report outlining relevant issues is attached. Employer may consider Reasonable Accommodation for this Medical Disqualification and determine whether such an accommodation is feasible. |

OCCU-MED _____
Medical Director

REPORT SENT TO _____ ON _____ BY _____

Comments: _____

FOR PERSONNEL DEPARTMENT USE ONLY:

Applicant/Employee Disqualification Letter: Hand-delivered _____ (Date)
or
Mailed _____ (Date)

EXHIBIT "G"

EMPLOYER:

NAME _____ SS# _____

JOB TITLE _____ DATE OF EXAM _____

COMPLETE EXAM RECEIVED:

MEDICAL RESTRICTIONS AND/OR REASONABLE ACCOMMODATION(S)

DATE: _____

EMPLOYER AND EMPLOYEE AGREE TO THE FOLLOWING CONDITION(S) OF EMPLOYMENT OR REASONABLE ACCOMMODATIONS:

Employee must faithfully observe the following work restrictions at all times while on duty, until such restrictions have been modified or rescinded by the treating physician:

*
*
*

EMPLOYEE AGREEMENT TO MEDICAL WORK RESTRICTIONS

I understand that my medical condition may be detrimental to the safe performance of certain job duties with the above-named employer. I also understand that it is the duty of the above-named employer to maintain a safe work environment for all employees and to protect the general public from safety hazards. Therefore, I agree to the conditions of employment or reasonable accommodations with the above-named employer, described above, which I have read and understand completely. Further, I acknowledge that violation of any of the terms of this Agreement by me will result in disciplinary action up to and including termination of my employment.

Signature of Employee _____ Date _____

OCCU-MED _____

Medical Director

EXHIBIT "G"

EMPLOYER:

NAME _____ SS# _____

JOB TITLE _____ DATE OF EXAM _____

COMPLETE EXAM RECEIVED:

SUPERVISORS ACKNOWLEDGMENT OF CONDITION OF EMPLOYMENT

I have reviewed this document and understand the condition of employment placed upon this employee. I further understand that it is my responsibility to report any symptoms to the employer that may impact this condition of employment and that I may be subject to disciplinary action if I do not do so. I have witnessed the explanation of the conditions of employment to the employee. I further understand that violation of this Agreement may result in disciplinary action being taken against the employee.

Supervisor's Name: _____

Signature _____ Date _____