

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
REDDING OCCUPATIONAL MEDICAL CENTER**

This agreement is entered into between the County of Tehama (“County”) and Redding Occupational Medical Center (“Contractor”) for the purpose of providing physical examinations and drug and alcohol testing services.

1. RESPONSIBILITIES OF CONTRACTOR

A) During the term of this agreement, and at the request of the County, Contractor shall provide physical examinations for pre-employment, “Fitness for Duty,” Fire respiratory questionnaire, Hazmat exams, and Department of Transportation requirement purposes, including drug and alcohol testing, as set forth in Exhibit “C.” All services provided under this section shall be authorized in advance by a duly authorized County department head or the County Personnel Director.

B) In addition to the foregoing, during the term of this agreement and at the request of a representative of Tehama County, Contractor shall provide physical examinations for workers’ compensation related purposes in coordination with York Risk. All services provided under this section will follow Workers’ Compensation guidelines and shall be authorized in advance by a duly authorized representative of Tehama County and York Risk.

C) The licensed medical professional(s) assigned by Contractor to perform examinations hereunder shall participate in one workers compensation case review meeting each calendar quarter with representative of Tehama County and York Risk.

2. RESPONSIBILITIES OF THE COUNTY

A) For all services referenced in Section 1.A above, County shall arrange appointments with the Contractor for said examinations and prepare appropriate service authorization forms.

B) For all services referenced in Section 1.B. above, a representative from Tehama County shall arrange appointments with the Contractor and prepare appropriate service authorization forms. These forms will be submitted to York Risk., as part of the required documents for the Workers’ Compensation claim and will be handled accordingly and under legal requirements by York Risk, as part of such claim.

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B" after satisfactorily completing the duties described in this Agreement.

The Maximum Compensation payable under Section 1.A. of this Agreement shall not exceed \$60,000.

All services rendered pursuant to Section 1.B. of this agreement shall be billed to, and paid by York Risk, pursuant to its existing contractual relationship with the County (through CSAC-EIA). Such services shall not be billed to, or paid by, the County.

The services referenced in Section 1.C above shall be provided without additional compensation.

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

A) For all services referenced in Section 1.A. above: within 30 days after rendering service, Contractor shall submit to County an itemized invoice for such service. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

B) For all services referenced in Section 1.B. above: Contractor shall submit a statement of services rendered to York Risk, P.O. Box 619079 , Roseville, CA 95661, on a monthly basis following completion of requested services described in Section 1.B. of this agreement. Payment will be made within 30 days of receipt of Contractor's statement.

5. **TERM OF AGREEMENT**

This agreement shall commence on May 02, 2019 and shall terminate December 31, 2020, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform its duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by its Personnel Director.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee

relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

13. **GREEN PROCUREMENT POLICY**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

14. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

15. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

16. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

17. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County: Tehama County Personnel Office
727 Oak Street, Suite #105
Red Bluff, CA 96080

If to Contractor: Redding Occupational Medical Center (ROMC)
P.O. Box 99740
Emeryville, CA 94662

Notice shall be deemed to be effective two days after mailing.

18. **NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

19. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through C, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

20. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21. **LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans or any other materials produced by Contractor during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

23. **RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

24. **NO THIRD PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Steve Chamblin
Tehama County Board of Supervisors

REDDING OCCUPATIONAL MEDICAL CENTER

Date: _____

Steven Gest, M.D. or Patricia Hopp PhD.
Medical Director or Partner/COO

Vendor Number _____

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims

made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’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 Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT B

FEE SCHEDULE

Rates effective May 02, 2019 through December 31, 2020:

- Type A (pre-employment exam): \$110.00
- Type B (pre-employment exam): \$205.00
- Type C (pre-employment exam); \$285.00 excluding treadmill test
- Type C with treadmill test (only when necessary): \$360.00
- Department of Transportation (DOT) DMV biennial exam (every two years): \$65.00
- Fitness for Duty Exam: \$300.00
- DOT Random/Pre-employment/Reasonable Suspicion Drug test: \$50.00
- DOT Random/Reasonable Suspicion Alcohol Breath test: \$30.00
- Hazmat SCHMRT Physical (Fire) \$360.00
- Hard Copy Fire Protection Program Respirator questionnaire (RPP): \$40.00
(Online is \$25.00)
- Workers' Compensation exams: As set forth in TITLE 8, CALIFORNIA CODE OF REGULATIONS SECTIONS 9789.10 – 9789.110 (Official Medical Fee Schedule)

EXHIBIT C

SERVICES

Type A: Pre-employment Physical Examinations (to be used for positions that are required to perform minimal lifting, pulling, pushing, up to 15 pounds).

Exam includes: physical and health history, TB test and drug test.

Type B: Pre-employment Physical Examinations (to be used for positions that are required to perform medium to heavy lifting, pulling, pushing, 16 pounds up to 50 pounds, i.e., System Support Analyst, Road Worker, Animal Services employees).

Exam includes: physical and health history, strength and fitness test, back x-ray, TB test and drug test.

Type C: Pre-employment Physical Examinations (to be used for law enforcement/safety positions, i.e., Deputy Sheriff, Sergeant, Juvenile Hall Counselor)

Exam includes: physical and health history, appropriate strength and fitness test, back x-ray, audiogram, EKG, spirometry, TB test and drug test. A treadmill test will be administered only if EKG indicates problem.

Fitness for Duty Exam: Includes a focused history, physical exam and records review. Additional tests will be performed and billed only with county pre-approval, e.g., EKG, drug testing and strength testing.

DOT/Non-DOT Drug and Alcohol Testing: DOT Random and Reasonable Suspicion drug and alcohol testing; pre-employment drug testing for DOT and non-DOT employees.

Fire Respirator Protection Program questionnaire (RPP): This is for Fire employees only.

HAZMAT SCHMRT exam: This is for Fire employees only.

Workers' Compensation: Physical examinations for workers' compensation related purposes in coordination with York Insurance Services Group, Inc. All services provided under this section will follow Workers' Compensation guidelines and shall be authorized in advance by a duly authorized representative of Tehama County and York Insurance Services Group, Inc.