

AGREEMENT WITH INDEPENDENT CONTRACTOR
(NON-CONSTRUCTION)

This Agreement entered this Day of August ____, 2004 by and between the COUNTY OF SAN MATEO a political subdivision of the State of California, hereinafter called "County" and Workforce Medical Group, hereinafter called "Contractor."

WITNESSETH

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Term. The term of this contract will commence October 1, 2004 and will terminate on September 30, 2007.
2. Compensation. Contractor will be paid according to the schedule in Attachment A and will bill Risk Management on a not less than quarterly basis.
3. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Attachment A attached hereto and by this reference made a part hereof. Contractor will provide pre-placement examinations and National Institute of Occupational Safety and Health (NIOSH) and the Occupational Safety and Health Administration (OSHA) mandated examinations for surveillance of employees identified in occupations requiring examinations. Pre-placement physicals apply to those employees and volunteer firefighters identified in categories II, III and IV. The NIOSH and OSHA mandated examinations include DMV, respiratory protection, hearing conservation, hazardous materials and all required annual and exit examinations. All elements to be performed by Contractor in completing the examinations are specified in Attachment A.

Contractor will provide written reports to County (hiring department and/or Employee and Public Services Department) regarding results of examinations but only to the extent of the determination of the employee's capacity to perform the essential functions of a particular job. Contractor will not include any medical information on the Request for Examination form. Medical information either verbal or written will only be provided to the representative of Risk Management for purposes of clarification in determining an employee's ability to perform essential functions of a job.

Contractor will establish a baseline record of a person's physical condition for epidemiologic and medicolegal purpose and will notify employee and County of changes that would mandate remediation. Additionally, Contractor will notify County by

telephone if abnormal results are encountered and confirmed.

Contractor shall ensure the confidentiality of all medical information and will follow all state and federal regulations with regard to the confidentiality and record keeping of medical information.

4. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Attachment A, County shall make payment to Contractor in the manner specified in Attachment A. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. County is not obligated to request any minimum number of examinations or expend any minimum amount of money under this contract. The total amount of the fees for services will not exceed \$562,500.
5. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
6. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
7. Contract Term. This Agreement shall be in effect only as specified in Exhibit A. The County Purchasing Agent may terminate this contract at any time for any reason by providing 30 days' notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
8. Hold Harmless: The Contractor shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including Contractor, or damage to any property of any kind whatsoever and to whomsoever belonging, including but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Insurance: The Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the Purchasing Agent. The Contractor shall furnish the Purchasing Agent with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include

the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Purchasing Agent of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: The Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement.

Liability Insurance: The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Contractor, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by the Department of Employee and Public Services, Risk Management Division.

Required insurance shall include:

	Requesting Department complete column below	Approval by Risk Management Division if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Automobile Liability	\$ 1,000,000	_____
c. Workers' Compensation	\$ 1,000,000	_____
d. Medical Malpractice	\$ 1,000,000	_____

The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

After three (3) years from the date this Agreement is first executed the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then

customary in similar County agreements by giving sixty (60) days' notice to Contractor.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Purchasing Agent, at his option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Non-discrimination.

Non-Discrimination - General. No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this AGREEMENT.

Non-Discrimination - Employment. Contractor shall ensure equal employment Opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this AGREEMENT. Contractor's affirmative action policies shall be made available to County upon request.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance that prohibits discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

11. Accessibility of Services to Handicapped Persons. If the Contractor will be providing services directly to the public on behalf of San Mateo County, Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance of compliance (Attachment I). Contractor shall be prepared to submit a self-evaluation and compliance plan to the County upon request within one year of the execution of this Agreement.
12. Substitutions: If particular people are identified in Exhibit A as working on this contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution shall be with a person of commensurate experience and knowledge.
13. Sole Property of the County: Any system or documents developed, produced or provided under this contract shall become the sole property of the County.
14. Access to Records. The County, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor shall comply with all regulations under HIPAA as stated in Attachment H. Contractor shall maintain all required records for three years after County makes final payments and all other pending matters are closed.

15. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

Accepted By:

San Mateo County

By: _____
Authorized Signature

Name (Type or Print)

Title

400 County Center
Redwood City, CA 94063

Accepted By:

Workforce Medical Group

By: *Imee DuBose*
Authorized Signature

Imee T. DuBose
Name (Type or Print)

Group Administrator
Title

201 Arch Street
Redwood City, CA 94062



Pre-placement (Post-Offer) Examinations

Group IV:

Review description of specific job duties

Complete Medical History including Review of Systems,
Occupational/Family/Social History including Smoking/Tobacco use.

Physical Examination with emphasis on the Respiratory and
Cardiovascular systems

Urinalysis (Dipstick/Chemical Analysis)

Visual Acuity examination

CBC

Lipid Panel

Chemistry Panel including GGTP

Hepatitis B Antibody Screening; Hepatitis B Vaccine Series (offer)

TB Screening with PPD skin testing (if history of PPD positive, then
perform baseline Chest X-ray)

Hearing Test with Audiometry , including questionnaire

Pulmonary Function Testing with Spirometry, including interpretation

EKG (12-Lead) including interpretation (if over age 40)

Stress Treadmill Test (if over age 50) with evaluative report

For workers covered under the State of California Peace Officer Standards and Training
(POST):

EKG on all Correctional Officers, Probation Officer, and Deputy Sheriffs

Advanced color vision testing in accordance with the Vision Guidelines
(POST, 1996) Section II.A.2.b. All candidates will be tested with a
pseudoisochromatic plate (PIP) test. Candidates who fail the PIP test will
be administered a detailed color vision questionnaire and be required to
pass the Farnsworth D-15 test. Use of single X-chrom lenses will not be



permitted during either test. Proper illumination for both tests will be provided with a Verilux True Color Light.

Distribute material for Fitness Test for Group Supervisors

B. DMV Examinations

OBJECTIVE: The DMV Examination determines if drivers are medically and physically qualified to operate a commercial vehicle. The State of California uses the federal physical qualification standards for commercial drivers.

The DMV exam shall consist of:

Health History utilizing DMV form DL-51 (REV. 06/02)

Physical Examination

Visual Acuity / Peripheral Vision

Color Vision

Hearing Evaluation with "whisper test". If employee fails, then a limited Audiogram testing will be performed at 500, 1000, 2000 Hz.

Form DL-51 will be completed after the examination and if the employee is Qualified then DL-51 and DL-51A will be completed and the originals and a copy will be given to the employee. A copy will be maintained at Workforce Medical Center.

C. Hearing Conservation Testing

OBJECTIVE: Employees who are exposed to noise levels exceeding limits as mandated by CAL/OSHA will be enlisted in the Hearing Conservation Program. This is the recognized method of preventing noise-induced hearing loss in the occupational environment. These evaluations will be conducted at initial hire, annually and upon termination.

Baseline Audiogram:

Audiometric testing will be performed on all new employees covered under the Hearing Conservation Program.



Annual Audiogram:

Annual audiometric testing will be performed for each employee exposed at or above the action level of 85 decibels.

Exit Audiogram:

Exit audiometric testing will be performed on employees covered under the Hearing Conservation Program.

Manual Audiograms offered for threshold shifts.

NOTE: In accordance with CCR Title 8, Section 5097, all audiometric testing will be conducted by a technician certified by the Council of Accreditation in Occupational Hearing Conservation (CAOHC). The audiogram results will be reviewed by a board-certified Occupational Medical Specialist and a written report of the results will be sent to the County and employee.

D. Medical Surveillance for Asbestos

OBJECTIVE: To provide a medical surveillance program for asbestos for those employees covered under the Asbestos Standard, CCR Title 8, Section 5208. The evaluations for the baseline, periodic and termination examinations shall consist of:

BASELINE EXAMINATIONS:

Asbestos Questionnaire

Complete Medical History including Review of Systems,
Occupational/Family/Social History including Smoking/Tobacco use.
Physical Examination with emphasis on the Respiratory, Gastrointestinal and Cardiovascular systems and vision

Rectal Exam (if age over 45)

Fecal Occult Blood Testing (Hemoccult) x 3

Chest X-Ray (3-view: PA, Lateral and Obliques) with B-Reader interpretation

Medical Clearance for Respirator Use including Respirator Questionnaire and Pulmonary Function Testing with Spirometry, including interpretation

Counseling with emphasis on smoking cessation, respiratory protection in work practices and general health measures to decrease risks of cancer and increase cardiopulmonary tone.



PERIODIC EXAMINATIONS

Periodic medical examinations shall be made available annually and will include the same components as the Baseline Exam except that the Asbestos Questionnaire will be periodic, and the frequency of Chest X-Rays will be in accordance with the following table:

Frequency of Chest X-Rays

Years since first exposure	Age of Employee	
	Less than 40	40 or older
0 to 10	Every 3 years	Annually*
10+	Annually*	Annually*

*Oblique x-rays need only be performed every 3 years

TERMINATION EXAMINATIONS

A termination medical examination will be provided or made available for any employee who has been exposed to airborne concentrations of Asbestos at or above the action level and/or excursion limit. This examination will be given in accordance with the Asbestos Standard and will include all of the components of the Periodic medical examination.

The employer shall receive written signed opinion from the examining physician on all Asbestos Medical Evaluations.



E. Hazardous Materials

OBJECTIVE: To provide medical surveillance for those employees who are covered under the Hazardous Waste Operations and Emergency Response Standard as set forth by CCR, Title 8, Section 5192. Medical Evaluations will be conducted as Baseline, Periodic and Termination examinations and will consist of the following:

Complete Medical History including Review of Systems,
Occupational/Family/Social History including Smoking/Tobacco use.

Asbestos Questionnaire

Pesticide Surveillance Questionnaire

Physical Examination with emphasis on the Respiratory, Gastrointestinal,
Hematologic, Neurologic, Cardiovascular and Renal systems with attention to
teeth, gums and blood pressure

Physician's Examination with follow-up for review, if needed

Urinalysis (Dipstick/Chemical Analysis)

Visual Acuity examination

Tonometry

CBC with Differential

Cholinestrase, RBC

Blood Lead and ZPP

Chemistry Panel including renal/liver function tests and GGTP

Tetanus Vaccination (Td) if needed

TB Screening with PPD skin testing (if PPD positive, then perform 2-view , PA
and Lateral ,Chest X-ray)

Hearing Test with Audiometry , including questionnaire

Chest X-Ray (3-view: PA, Lateral and Obliques) with B-Reader interpretation,
baseline and termination



Pulmonary Function Testing with Spirometry, including interpretation

EKG (12-Lead) including interpretation

Stress Treadmill Test (if positive EKG) with evaluative report

Fecal Occult Blood Tests (Hemoccult) x 3

F. Respirator Fitness Examination

OBJECTIVE: The Respiratory Protection Program is designed to protect employees from harmful levels of airborne contaminants. If respirator use is required, then evaluations for Baseline and Termination examinations shall consist of the following:

BASELINE & TERMINATION EXAMINATIONS

Complete Medical History including Review of Systems, Occupational/Family/Social History including Smoking/Tobacco use.

Respiratory Medical Evaluation Questionnaire

Physical Examination with emphasis on the Respiratory and Cardiovascular systems including vision

Pulmonary Function Testing with Spirometry

Chest X-Ray (PA and Lateral Views) depending on age and clinical findings.

PERIODIC EXAMINATIONS

A recommended frequency of periodic examinations, based on San Mateo County guidelines, would be:

AGE	PHYSICAL EXAM	SPIROMETRY
Less than 35	Every 5 years	Annually
35-45	Every 2 years	Annually
Older than 45	Every 2 years (Every year if smoker)	Annually

All evaluations will be reviewed by a board-certified Occupational Medicine physician and a written report will be sent to the employer.



G. Fire Fighter Physical Examinations

FIRE FIGHTER PHYSICAL EXAMINATIONS:

Medical examination and screening will be conducted in accordance with NFPA 1582, *Standard on Medical Requirements for Fire Fighters*, 2003 Edition. This document covers the medical requirements necessary for persons performing fire fighting tasks, including entry level candidates and current fire fighters.

Pre-placement and every 3 years Examination shall consist of the following:

Complete Medical History including Review of Systems,
Occupational/Family/Social History including Smoking/Tobacco use.

Asbestos Questionnaire

Physical Examination with emphasis on the Respiratory, Gastrointestinal and
Cardiovascular systems

Complete DOT Physical (DL-51)

Urinalysis (Dipstick/Chemical Analysis)

Visual Acuity examination

CBC with Differential

Lipid Panel, fasting

Chemistry Panel including GGTP

Hepatitis B Antibody Screening

Hepatitis B Vaccine Series (offer)

Tetanus Vaccination (Td) if needed

TB Screening with PPD skin testing (if PPD positive, then perform 2-view , PA
and Lateral ,Chest X-ray)

Hearing Test with Audiometry , including questionnaire



Medical Clearance for Respirator Use including Respirator Questionnaire and Pulmonary Function Testing with Spirometry, including interpretation

EKG (12-Lead) including interpretation

Stress Treadmill Test baseline, and if > 40 years of age, then every three years with evaluative report

Fecal Occult Blood Tests (Hemoccult) x 3



SECTION 5: PRICE SCHEDULE

Encounter Type	Y1	Y2	Y3
Physical Exam			
PE: 2,3,Respirator	\$67	\$67	\$70
PE: DMV/DOT	\$60	\$60	\$63
PE: Group 4, Asbestos	\$70	\$70	\$73
PE: Hazmat	\$70	\$70	\$73
Radiology			
Chest X-Ray (PA)	\$45	\$45	\$50
Chest X-Ray (PA w/B-Read)	\$75	\$75	\$80
Chest X-Ray (PA/Lateral)	\$75	\$75	\$80
Chest X-Ray (PA/Lat/Obliques w/B-Read)	\$105	\$105	\$110
Knee X-Ray, 3 Views	\$50	\$50	\$50
B-reader Interpretation	\$30	\$30	\$30
Procedures/Test			
Audiogram	\$30	\$30	\$33
Audiogram: Manual	\$30	\$30	\$33
EKG w/ interpretation	\$60	\$60	\$60
Respiratory Medical Evaluation	\$35	\$35	\$35
Respiratory Physical Exam: Add-On	\$35	\$35	\$35
PPD	\$17	\$17	\$20
Spirometry (PFT)	\$35	\$35	\$35
Stress Treadmill Test	\$200	\$200	\$210
Step Test Harvard	\$55	\$55	\$55
Immunizations			
Hepatitis A Vaccine	\$70	\$70	\$75
Hepatitis B Vaccine	\$65	\$65	\$70
Measles,Mumps,Rubella (MMR)	\$55	\$55	\$55
Tetanus	\$30	\$30	\$30
Twinrix (Hep A/B)	\$130	\$130	\$130
Administrative			
Administrative Fee 1	\$10	\$10	\$12
Administrative Fee 2	\$15	\$15	\$15
TB Symptom Review	\$10	\$10	\$10



Encounter Type	Y1	Y2	Y3
Screening			
Evidential Breath Test	\$30	\$30	\$30
UDS DOT Collection	\$25	\$25	\$25
Laboratory Services*			
Hemocult	\$24	\$24	\$24
CBC w/differential	\$11	\$11	\$14
Cholinesterase, RBC	\$37	\$37	\$40
Comp. Metabolic Panel	\$16	\$16	\$19
Comp. Metabolic Panel w/GGTP	\$16	\$16	\$19
Hepatitis A Antibody	\$46	\$46	\$49
Hepatitis B Antibody: Quantitative	\$42	\$42	\$45
Hepatitis B Surface Antigen(HBsAg)	\$25	\$25	\$28
Hepatitis B Comprehensive Panel	\$140	\$140	\$140
Hepatitis C Antibody	\$35	\$35	\$38
Lead/Zpp	\$65	\$65	\$68
Lipid Panel	\$35	\$35	\$38
Urinalysis: Microscopic	\$10	\$10	\$13
Rubella Titer(IgG)	\$27	\$27	\$30
Rubeola Titer(IgG)	\$36	\$36	\$39
Varicella Titer(IgG)	\$29	\$29	\$32
*requires Specimen Handling Fee	\$20	\$20	\$20

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- d. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- e. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- f. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.