

**CONTRACT FOR SPECIAL SERVICES BY
INDEPENDENT CONTRACTOR**

THIS CONTRACT is entered into this ____ day of _____, 2015, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and Med-Stops Medical Clinic, Inc., a California corporation doing business as Med+Stop Urgent Care Center (hereinafter referred to as "Contractor"), collectively referred to as parties.

W I T N E S S E T H

WHEREAS, the County of San Luis Obispo has need for special services and advice in employee medical exam services; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services as described in Exhibit A.

2. **Compensation.** County shall pay to Contractor for all services performed pursuant to this Agreement in accordance with the fee schedule set out in Exhibit "B," within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working. Each component of the fee schedule will be adjusted annually in January by the percentage increase in the Consumer Price Index for the Los Angeles-Riverside-Orange County area.

3. **Billing.** Contractor shall submit to the County, on a monthly basis, a detailed statement of services performed during that preceding period. Payments shall be made by the County within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom the Contractor is directly working.

4. **Term of Contract.** This Contract shall commence on July 6, 2015, for an initial three (3) year term until July 6, 2018, and shall be automatically renewed under like terms for one (1) year periods thereafter, subject, however to the rights of modification contained herein and the provisions of paragraphs 5 and 6.

5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party thirty days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. **Termination of Contract for Cause.** If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

7. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

8. **Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits 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 Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

9. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

10. **Covenant.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

11. **Enforceability.** If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12. **Employment Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract 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 Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

13. **Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

14. **Indemnification.**

Indemnification pertaining to other than Professional Services:

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the COUNTY, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or COUNTY, including CONTRACTOR, and that arise out of or are made in hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the COUNTY, its officers and employees.

Indemnification pertaining to Professional Services:

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement to the extent caused by the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors they are directly responsible for.

15. **Insurance.** Contractor, at its sole cost and expense, shall purchase and maintain insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for five (5) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

UNIQUE INSURANCE Coverage

Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than Five (5) years following this Agreement's expiration, termination or cancellation.

OTHER INSURANCE Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the **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 the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the County.

Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County
Human Resources/Risk Management
1055 Monterey Street, D-250
San Luis Obispo, CA 93408
Attention: Pamela Mitchell

Subcontractors

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

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

16. Records.

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

17. Accounting.

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

18. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

County of San Luis Obispo
Human Resources/Risk Management
1055 Monterey Street, D-250
San Luis Obispo, CA 93408

and to the Contractor:

Med+Stop Urgent Care Center
283 Madonna Road, Suite B
San Luis Obispo, CA 93405

19. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such

documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

21. Copyright. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

22. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita L. Neal
County Counsel

By: [Signature]
Chief Deputy County Counsel

Date: 6/25/15

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on _____, 2015

ATTEST:

Clerk of the Board of Supervisors

CONTRACTOR:

Med-Stops Medical Clinic, Inc.,
a California corporation doing business as
Med+Stop Urgent Care Center

By: [Signature]

Brian M. Roberts, M.D.
President

Date: 6/22/15

By: _____

Name: _____

Title: _____

Date: _____

State of California
County of _____

On _____ before me, _____
personally appeared _____
personally known to me (or proved to me on the
basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me
that he/she/they executed the same in
his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

*Please see attached
for Notary
Aba Patterson*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo
On June 22, 2015 before me, Lisa Patterson (Notary)
Date Here Insert Name and Title of the Officer
personally appeared Brian Roberts
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lisa Patterson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

Exhibit "A"

SCOPE OF SERVICES

Pre-Employment Medical Exam Services

The Medical exam needs will primarily focus around pre-employment placement physicals, drug and alcohol abuse testing, evaluations for employee's return to work following non-occupational injury or illness, and fitness for duty evaluations. There will also be a need for other miscellaneous job related exams such as DMV Driver's License examinations, Cal OSHA required examinations, etc.

The County will authorize each medical exam and its components. Once the Contractor receives authorization (via a telephone call from the appropriate County department to schedule the exam), Contractor agrees to provide medical exam services to County employees in accordance with the following requirements.

- a) The clinic site providing the examinations will be easily accessible and provide ample free parking.
- b) Examination Appointments: Contractor will respond the same day or within one day of the employer's request for examination appointments. Contractor must have the capability of scheduling same day or next day appointments upon special request of the employer.
- c) Examinations will be conducted by licensed physicians, physician assistants or nurse practitioners.
- d) The clinic, all clinic staff and technicians will be trained and licensed in accordance with all applicable state and federal laws.
- e) Specialized examination components, such as the pulmonary function tests and audiometry, will be conducted by a person who has been appropriately trained in how to use the equipment and how to recognize test results that may be due to technician error.
- f) All physicians and staff at each clinic who will be providing examinations to County employees will comply with the County's protocol for documenting the examination process. The County will train the Contractor on documentation protocol. If new staff of physicians are added to the clinic, the County and/or its agent will work with the clinic to assure that they receive adequate orientation to the system. The use of rotating physicians who are unfamiliar with the County's system is not allowed except in an emergency situation.
- g) All examination results will be documented on forms provided by the County. The three primary forms are the Exam/Treatment Intake form, the Medical History and the Medical Examination form. These forms must be used in order to assure legal defensibility of the examination outcome.
- h) With the exception of treadmill test results, examination results will be provided to the County within a four workday turn-around time. Contractor will work with the County to provide the treadmill stress test results in the shortest timeframe possible, but in no circumstances will the timeframe exceed two weeks from the initial Med+Stop Urgent Care Center evaluation.
- i) One staff member from the Contractor will be designated to be responsible for monitoring examinations within the clinic and for interfacing with the County and its agent.

- j) Copies of the examination documentation will be forwarded to the County and/or its agent when the exam is complete (i.e. after lab results and other documentation has been received), along with an executed "Authorization for Release of Medical Information" that is appropriate under current state regulations protecting the confidentiality of medical information. Forms will be batched at the end of the day and sent in one packet. The cost of transmitting these documents is the responsibility of the Contractor.
- k) All required examination components will be conducted at the clinic, with the exception of a Treadmill Stress Test, which will be conducted at an office near the clinic.
- l) All immunizations (including bloodborne pathogens) processes will comply with OSHA standards and requirements; DMV physical examinations will meet the minimum standards as required by the State of California for special classes of motor vehicle operators; all drug testing will comply with all applicable state and federal regulations.
- m) The Contractor will provide respirator fit testing in accordance with County Safety Officer requirements. The County Safety Officer will provide training to the Contractor on proper respirator fit testing procedures. Further, the County will provide the Contractor with a set of all respirator models necessary to fulfill this Agreement.
- n) The Contractor will retain all County employee medical exam records generated through this Agreement for a minimum of 24 months after employee separates from County service. The Contractor will maintain all of these employee medical records in accordance with all applicable state and federal laws. On request and with appropriate medical information releases, the Contractor will make these records available to the County's Workers' Compensation third party administrator in a timely manner. The County will provide the Contractor with an annual listing of employee medical exam files that can be destroyed.
- o) Contractor will comply with all applicable Health Insurance Portability and Accountability Act (HIPAA) regulations and will hold the County harmless from any sanctions received by the Contractor, to the extent permitted by law, for breach of these regulations.

Medical Qualification Recommendations:

In addition Med+Stop Urgent Care Center will, if requested in writing by the County, provide an opinion as to whether or not a potential employee is recommended for hire, based on Med+Stop medical evaluation, and the duties of the job being offered.

- a) Recommendation for additional evaluations may require services resulting in costs not covered by or included in this scope of work.
- b) Costs incurred from additional evaluations will be borne by the applicant or employee participating in the pre-employment process.
- c) This assessment may include recommendations for accommodations that Med+Stop believes the County should consider in making a final hiring determination.
- d) This opinion may result in various recommendations such as:
 - Medically cleared for hire.
 - Medically cleared for "provisional" hire, requiring further evaluation within an indicated time frame (usually 30 days), at which time a final opinion will be provided.
 - Medially not cleared for hire now, requiring further evaluation over an indicated time frame (usually 30 days) at which time a final opinion will be provided.

- Medically cleared for hire, if the following accommodations can be offered.
- Not medically cleared for hire.

The ultimate decision, whether or not to hire the potential employee, with or without reasonable accommodations, is the sole responsibility of the County. Med+Stop Urgent Care Center provides a recommendation to the County based only on the medical information available to Med+Stop, and the job descriptions provided by the County, with a focus on current medical status and the essential duties of the job.

Exhibit "B"

SCHEDULE OF FEES 2015

Associated costs for Pre-Employment Medical Exam Services

Each component of this fee schedule shall be adjusted in January by the percentage increase in the Consumer Price Index for the L.A., Riverside, and Orange County area.

A. Basic Examination:	\$125
• Review of Medical History	
• Vital Signs/Height & Weight	
• Gross hearing test	
• Vision (including Near, Far, Color, Depth Perception, and Peripheral Vision)	
• Physician's Examination (including Range of Motion Back Exam)	
• Dipstick Urine	
B. Additional Components:	
• Lumbar Spine X-rays- Flexion & Extension (1 view / 2 views)	\$74/\$86
• Pulmonary Function Test	\$61
• Chest X-ray- 1 view (PA)	\$74
• Chest X-ray- 2 views (PA & LAT)	\$94
• EKG (Resting 12 lead)	\$74
• Treadmill Stress Test	\$262
• Urinalysis (Gross & Microscopic)	\$11
• PPD (TB Skin Test)	\$15
• Blood Chemistry Panel, with CBC (including blood draw)	\$47
• Blood Chemistry Panel, without CBC (including blood draw)	\$31
• CBC (including blood draw)	\$21
• Hemoglobin & Hematocrit (including blood draw)	\$25
• Hepatitis B Surface Antigen Test	\$26
• Cholinesterase Test (Plasma & RBC)	\$47
• Blood Lead Level Test	\$19
• Blood Draw Only	\$10
• Respirator Fit Test	\$53
C. Audiometric testing – with headset	\$53
D. Audiometric testing – with OSHA approved sound booth	\$53
E. DMV Biennial Exam	\$100
F. Drug Screening [Urine specimen collection / analysis (NIDA)]	\$40
G. Immunization – Bloodborne Pathogens	
1. Pre and post testing (Titer test) HIV, HEP B, HEP C	\$100
2. Inoculations (include number of injections given)	Variable
3. HEP B (3 shot series)	\$252
4. HEP A (2 shot series)	\$136
H. Court Testimony	\$250

Associated costs for Medical Qualification Recommendations:

Base Rate	\$20 per employee
Jobs with Respirator Clearance	\$40 per employee
Jobs with POST Requirements	\$80 per employee