

CONTRACT
#1063266

This Contract is made by and between Montgomery County, Maryland, (hereinafter referred to as the “County”) and Inova Health Care Services, 8110 Gatehouse Road, Falls Church, Virginia, 22042, (hereinafter referred to as the “Contractor”).

Background

1. It is the County's intent to enter into a contract with one qualified contractor to provide all necessary personnel, management, and supervision to conduct a program of Occupational Medical and Wellness services as described herein. The program will include medical evaluations of Montgomery County, Maryland government employees and qualified applicants.
2. OHR's Occupational Medical Services (OMS) is responsible for providing comprehensive occupational health through health programs, work-related medical assessments, and employee disability management functions. OMS also manages the medical process for the County's Family Medical Leave Act (FMLA) program, EAP DOT, EAP Formal referral, and Sick leave bank. OHR's OMS section has administrative and clinical oversight of both clinics as described below. Fire/Rescue Service has an internal EAP and a Health and Wellness Initiative.
3. The County has selected the Contractor to provide Breath Alcohol Testing/Urine Drug Collection Services as described under RFP #1063266 (Attachment A). The Department of Transportation (DOT) Title 49 of the Code of Federal Regulations (CFR), Part 40, specifies the requirements for drug and alcohol testing of personnel covered under its provisions.
4. The Contractor has been selected through RFP #1063266 (Attachment A) to provide Wellness and Disease Management services.
5. The Director, Office of Human Resources (OHR), or designee, is authorized to administer this Contract.

ARTICLE I
SCOPE OF SERVICES

1. The Contractor must provide Occupational Medical and Wellness Services in accordance with the terms set forth in this Contract, RFP #1063266 (Attachment A), and at the approved rates set forth in Attachment D-Approved Pricing Schedule. The Contractor will also be required to provide services to the Housing Opportunities Commission (HOC).
2. The Contractor will provide the following Occupational Medical and Wellness Services:
 - a. Evaluation and treatment of work related and non-work related illnesses and injuries with the licensure and qualification level of the on-site Contractor for all incumbent employees and applicants.

- b. Pre-employment physicals for class specifications that require physicals and all public safety; (laboratory testing, hearing testing, vision testing, pulmonary function testing, drug and alcohol testing, exercise stress testing, physical abilities testing, and TB and other job class required screening).
- c. Provide consultation and support services under the Americans with the Disabilities Act (ADA)/fitness for duty process, to include, but not limited to, the interactive process required under the ADA and reasonable accommodations for mental and physical conditions to determine if there is an impairment that rises to the level of ADA. The Contractor must provide services in line with the County's established procedures and regulatory requirements under Section 8 of the Montgomery County Personnel Regulations and any other applicable statutes with primary emphasis on maintaining employee/applicant privacy during the review and determination process.
- d. Contractor's clinical staff must follow-up with employees regarding any medical findings that may relate to an individual's ability to perform the duties and responsibilities of the position; however, except for Fire/Rescue's injury care, applicants and employees are to be referred to their private healthcare provider for treatment of identified medical conditions, as this is not a function of OMS. Under no circumstances, can the Employee Medical Examiner (EME), contract staff physician, or mid-level practitioner specify diagnostic tests or evaluation methods that must be performed. It is the responsibility of the employee's primary or treating healthcare provider to determine how to supply the employee with the necessary requested medical information for the EME, contract staff physician, or mid-level practitioner to determine the employee's medical fitness for duty.
- e. Incumbent annual physicals for public safety workers.
- f. Return to work visits for work related and non-work related injuries and/or conditions, which includes case management.
- g. Fitness for duty exams.
- h. Medical surveillance and follow-up including, but not limited to, rabies, lead, heavy metals, hearing, and pulmonary.
- i. Injury care for Fire/Rescue personnel including volunteer firefighters.
- j. Blood borne pathogen evaluation for public safety employees and Fire/Rescue personnel including volunteer firefighters. The County reserves the right to add blood borne pathogen training and evaluation for other at-risk employees, upon request.
- k. Respiratory fit testing for Fire/Rescue personnel including volunteer firefighters. The County reserves the right to add respirator fit testing for other at-risk employees, upon request.
- l. Medical records management.
- m. Vaccinations—as required per occupation including, but not limited to, rabies, Hepatitis B, tetanus, measles, mumps and rubella (MMR), and varicella.
- n. Participate in the administration of the countywide annual Flu vaccination program.
- o. Family Medical Leave Act (FMLA), Sick Leave, and other leave case management.
- p. EAP Drug and Alcohol referrals for substance abuse for Commercial Driver's License (CDL)/DOT employees.
- q. Drug Free Workplace training – supervisors and employees.
- r. Countywide Drug and Alcohol testing for DOT and Non-DOT employees.
- s. Prevention and early detection of work-related illnesses and injuries.
- t. Provide resource support and planned management for promoting a healthy and productive workforce throughout the County.

- u. Assessment of the employee's ability to perform the essential job tasks and duties safely and effectively.
 - v. Advising and training employees and management on Occupational Health and Drug and Alcohol programs.
 - w. Demonstrate an understanding of and maintain compliance with multiple regulatory and advisory agencies, County law and regulatory requirements, and the County's collective bargaining agreements with all four unions.
 - x. Perform the medical and rehabilitation components of the International Association of Firefighters and the International Association of Fire Chiefs (IAFF/IAFC) Joint Labor Management Wellness-Fitness Initiative.
3. The Contractor will provide the following services to Fire Rescue Services Personnel Only - including Volunteer Firefighters
- a. Injury Care Clinic
 - i. The EME, contract staff physician, or mid-level practitioner must provide emergency treatment services to firefighters during all scheduled operating hours. Services include, but are not limited to, emergency diagnosis and first aid treatment of injuries, illnesses or exposures to infectious diseases and hazardous materials.
 - ii. The EME, during clinic operating hours, must provide medical direction to fire and rescue supervisors regarding the appropriate treatment of on-the-job injuries and illnesses.
 - iii. For work-related injuries and illnesses, medical reports must be sent to the County's Third Party Administrator (TPA) for workers' compensation within (10) working days.
 - iv. The EME must provide direct follow-up treatment or refer the individuals to private specialists, coordinating medical care with the TPA for workers' compensation.
 - v. The evaluation and treatment of exposures are included in Injury Care, which acts as an extension of Workers' Compensation. The treatment of on-the-job injuries and illnesses is coordinated by both the County's Worker's Compensation TPA and the clinic.
 - vi. Billing for treatment of work-related injuries and illnesses will be done separately from other services provided in the clinic. The Contractor must submit bills to the County's TPA for workers' compensation for work-related evaluations and treatment of injuries and illnesses. Reimbursement for injury care services is at Maryland's Workers' Compensation fee schedule rates.
 - vii. The Contractor must have a contract with an appropriate laboratory facility for all laboratory diagnostic and follow-up testing related to delivery of injury care services.
 - viii. The Contractor must provide medical supplies exclusively for the injury care clinic.
 - ix. The EME or designee must provide all medical information requested by the Office of the County Attorney (OCA) through the TPA, in order to determine prior medically related conditions, or other medical factors that would affect the workers' compensation claim.
 - x. The EME must coordinate work hardening activities with the TPA and communicate rehabilitation efforts with the TPA case managers.
 - b. Rehab Monitoring

- i. In accordance with the IAFF collective bargaining unit agreement, the EME must ensure that all uniformed personnel are properly rehabilitated and re-conditioned from an extended absence due to injury or illness prior to returning to full duty. The EME will act as the single professional who will coordinate medical treatment, fitness training, physical and occupational therapy, and biomechanical measurements of progress.
 - ii. Rehabilitation of uniformed Fire/Rescue personnel will begin at the time of injury or illness. A standardized process for rehabilitation using clinical pathways shall be followed based on the nature of the injury/illness.
 - iii. The EME must monitor treatment through case management and determine when periodic re-evaluations are indicated and when a “safe” return to work is warranted. During re-evaluations, individuals should be re-educated about the importance of a consistent fitness program.
 - iv. The EME must determine when alternative duty is safe and appropriate and must monitor the individual while on alternative duty to insure optimum reconditioning and rehabilitation.
 - v. The EME must be responsible for informing the on-site Departmental Representative of an individual’s work status (e.g. ready for full duty, ready for alternate duty, or not ready for duty).
4. The Contractor must provide written medical protocols and standards for clinic operations and must review and determine medical requirements for job classes based on the essential functions of the job within the County’s classification plan.
5. The Contractor must submit general occupational health procedures, guidelines and protocols describing the full scope of services to the Contract Administrator before providing clinical services. The Contract Administrator is responsible for reviewing and making recommendations for changes to comport with County regulations and any other applicable laws or regulatory requirements. The Contract Administrator is then responsible for designating approval of the procedures, guidelines, and protocols to appropriate County personnel. The Contractor must submit any new/revised protocols to the Contract Administrator for review and approval prior to implementation.
6. The Contractor must identify the EME who will supervise **all** medically related functions of the clinic, including off site screenings and immunizations. There must be physician oversight during all clinic hours. The medical services that must be supervised include, but are not limited to:
 - a. The Hearing Conservation Program,
 - b. The necessity for ergonomic evaluations,
 - c. The Respiratory Protection Program, which includes:
 - i. Review of all OSHA-mandated questionnaires to evaluate medical readiness for fit-testing.
 - ii. Completion of the evaluation form to notify individuals of medical readiness for fit-testing. All Fit-testing evaluation forms must be signed by the EME prior to release to the individuals.
 - iii. Respirator fit-testing for Firefighters and other departments/offices as requested.

7. The Communicable Disease Program, including T.B., Blood Borne Pathogens (BBP) and all other infectious diseases, requires the Contractor provide the following services:
 - a. Conduct pre- and post-exposure administration of Hepatitis B vaccine as well as other vaccines to at-risk employees for specific communicable diseases. A physician or an approved mid-level practitioner must be present in the clinic during administration of all vaccines in the event of an emergency reaction.
 - b. Planting and reading of pre-placement and post-exposure Purified Protein Derivative (PPD) for TB evaluation. Two-step PPD testing is performed for at-risk groups in accordance with internal policies.
 - c. Influenza 'flu' vaccine administration – a physician or mid-level practitioner need not be present when flu vaccine is administered at select departments as defined by the County.
 - d. The EME must assure full compliance with all Occupational Safety and Health Administration (OSHA) standards and record-keeping when an exposure occurs. BBP exposures are followed up in the clinic.
 - e. The EME must prescribe post-exposure treatment and oversee all post-exposure testing and follow-up in accordance with current medical practice.
8. The Contractor must designate a physician certified as a "Medical Review Officer" (MRO) to review drug/alcohol reports following SAMHSA (NIDA), FTA, and FMCSA guidelines as well as the County Employee Drug and Alcohol Abuse policy. The Contractor's MRO must ensure accuracy, reliability and confidentiality of drug screening results.
9. The Medical Review Officer (MRO) is responsible for:
 - a. Reviewing results prior to notification to the tested individual and then to the departmental designee.
 - b. Verifying that chain-of-custody was maintained and administrative errors did not occur.
 - c. Verifying confirmed positive drug screens reported by the laboratory.
 - d. Verifying whether a confirmatory test was performed and that there is no alternative medical reason for a confirmed positive test result.
 - e. Discussing confirmed positive drug screen results with the individual, if possible, and advising the individual of rehabilitation sources, if indicated. The discussion must include the parent or guardian of a minor if so indicated on the Consent Form.
 - f. Offering the individual the opportunity for an independent split specimen test of the same specimen at an independent Substance Abuse/Mental Health Services Administration (SAMSHA)-certified laboratory.
10. The Contractor is responsible for signing all correspondence regarding positive drug screening results prior to release includes the following for Mandated Medical Surveillance Program:
 - i. Lead
 - ii. Respiratory Protection, including Tuberculosis (TB)
 - iii. Rabies
 - iv. Hearing
 - v. Other communicable diseases
 - vi. Other as yet unknown pathogens or epidemiological threats
11. The Contractor will submit a written protocol signed by the EME and all adjunct physicians, to the Contract Administrator for review and approval that specifies the process for the Medical History

Review. The review of an individual's medical history for positions not requiring an examination may be completed by the Clinical Coordinator or other nurse, but the EME is fully responsible for all ratings on the Medical History Review forms, including those reviewed by the Clinical Coordinator or a nurse.

12. The Contractor must review psychological evaluation reports for those applicants to Public Safety positions and some Firefighters, if requested by the Department. This review will be included in the evaluation of the physical examination and will be included in the determination of fitness for duty.
13. The Contractor will conduct chest X-rays, EKGs, and exercise stress testing on a treadmill (using 12-lead EKG monitoring in a Bruce Protocol). These tests are done for some pre-placement exams and some periodic exams. Firefighter applicants and incumbents, who are medically cleared by the EME, will be directed to continue the exercise stress test to a graded maximal within the Bruce Protocol. A physician may supervise exercise stress testing in the event of a cardiac emergency; however, if the physician is not present, the mid-level practitioner on-site in the clinic, during exercise stress testing, must be Advanced Cardiovascular Life Support (ACLS)-certified. Chest X-Rays are done on a frequency clinically indicated. Exercise stress testing is done on an age-based frequency (every three years from age 20 to 29, every two years from age 30 to 39, and annually from age 40 and above). The examining physician will determine exercise stress testing contraindications during the physical examination.
14. The Contractor will conduct physical ability tests, including measurements of strength, muscular endurance, agility and flexibility for law enforcement (Police, Sheriff, and Corrections) applicants annually. The examining physician shall determine testing contraindications during the physical examination to include CPR and other emergency measures that may be medically indicated. The County's current clinic is equipped with a defibrillator, oxygen, emergency drugs, IV sets, airways and other emergency supplies. The EME(s) must be ACLS-certified.
15. The EME or at least one staff physician must be physically on-site Monday through Friday, for a minimum of six (6) hours per day. If not on-site, the physician must be immediately available by telephone. The Contractor may employ or subcontract additional physicians to cover the remaining clinic hours on a regular and on-going basis; however, a rotation of multiple new physicians is not acceptable.
16. The Contractor must provide qualified and experienced physician coverage in the event of absence of the EME due to illness, vacation, or medical seminars. The Contractor must give seven (7) business days advanced notice to the Contract Administrator in writing prior to all planned absences. The Contractor must submit to the Contract Administrator a monthly schedule of staff (physician, other clinical, and administrative) expected to work.
17. The EME(s), contract staff physicians, or mid-level practitioners are responsible for reviewing and initialing all consultant reports, laboratory reports, physical examination records, audiograms, and spirometry reports performed by contract staff as well as all medical information submitted by applicants or employees to be included in the medical files.

18. The Contract Administrator may enlist the EME(s) in suggested strategies for reducing on-the-job injuries for all personnel as well as strategies to reduce off duty time for ill and injured employees.
19. The EME may be asked to assist in research initiatives or other program activities as requested by the County.
20. The EME may be required to examine, upon request and during normal operating hours, an employee who has reported for work, but requests time off due to illness during his/her shift. The employee's supervisor/manager will authorize and approve the request for the sick leave evaluation, which will be provided to the EME by the employee upon arrival at the clinic. The Contractor must provide a recommendation as to the employee's fitness to complete his/her shift. The recommendation must be immediately communicated to the employee and supervisor/manager at the time the recommendation is made.
21. The Contractor must outline an integrated case management process for worker's compensation claims that includes coordination and communication with the County's Division of Risk Management for all employees injured on the job. Worker's Compensation case management may include integrated processes for managing FMLA, ADA, and other leave related issues.
22. Breath Alcohol Testing/Drug Urine Collection Services are set forth in Attachment E, which is incorporated by reference in and made a part of this Contract.
23. Wellness and Disease Management Services are set forth in Attachment F, which is incorporated by reference in and made a part of this Contract.
24. The County's Exam Types and Protocols are set forth in Attachment G, which is incorporated by reference in and made a part of this Contract.
25. Examination Descriptions by Type are set forth in Attachment H, which is incorporated by reference in and made a part of this Contract.
26. Examination Medical Determination (Ratings) are set forth in Attachment I, which is incorporated by reference in and made a part of this Contract.

ARTICLE II

HOURS OF OPERATION

1. Services provided under this Contract will be performed at the County's clinic at 255 Rockville Pike, Suites 125/135, Rockville, Maryland, or at another future facility as designated by the County.
2. Clinic hours are as follows:
Monday 7:30 AM to 4:00 PM

Tuesday	7:30 AM to 4:00 PM
Wednesday	7:30 AM to 4:00 PM
Thursday	7:30 AM to 9:00 PM
Friday	7:30 AM to 4:00 PM
Saturday	Every other week from 7:00 AM to 12:00 noon
Sunday	Closed

3. The Clinic is closed on County recognized holidays as noted below, and are subject to change.
4. The start and end times for daily hours of operation specified above may be adjusted to meet operational and/or business volume requirements, subject to mutual agreement of the parties, and does not require an amendment to this Contract.
5. It may be necessary to expand clinic hours on a temporary basis. There shall be no additional charges to the County for additional workload. On occasion, the EME, contract staff physician or mid-level practitioner will be requested to perform services that are unscheduled (e.g., an applicant from out-of-town).
6. In limited instances, services may be required off-hours on weekends, evenings, nights or holidays. In the past, this has only been required for emergency deployment of personnel to assist in relief efforts, often outside of the region. Services will be provided at no additional charge to the County.
7. The County's recognized holidays are as follows, and subject to change:
 - a. New Year's Day Martin Luther King's Birthday
 - b. Presidents' Day Memorial Day
 - c. Independence Day Labor Day
 - d. Veteran's Day Thanksgiving Day
 - e. Christmas Day
8. The County will provide the Contractor with a copy of the approved holiday calendar annually.

ARTICLE III

CONTRACTOR'S RESPONSIBILITIES

1. The Contractor must coordinate the hiring of staff for the clinic with the County's Contract Administrator and ensure that staff members are hired in accordance with appropriate education, experience and licensure for the respective roles they will be filling. The Contractor must conduct background investigations, including but not limited to, drug screening, education and prior employment, criminal history, and a review of the National Sex Offender registry and health care sanctions, including the Maryland Medical Board.

2. The Contractor must provide sufficient qualified medical consultants, back-up physicians and support personnel to meet workload demands.
3. The Contractor must designate a physician certified as a "Medical Review Officer" (MRO) to review drug/alcohol reports following SAMHSA (NIDA), FTA, and FMCSA guidelines as well as the County Employee Drug and Alcohol Abuse policy. The MRO will also coordinate and collaborate with the County EAP provider concerning SAP's (Substance Abuse Professional) for DOT referrals and drug and alcohol counselor's for non-DOT referrals.
4. The EME(s) selected must have a thorough knowledge of the following:
 - a. fire, rescue, and emergency medical services, job activities, physical demands of fire/rescue work, and the stresses and exposures associated with the firefighter occupation,
 - b. Job activities and physical rigors and stresses of Public Safety jobs (Police, Sheriff, and Corrections),
 - c. the federal requirements of positions covered by the Department of Transportation (DOT),
 - d. other job classes within the County to include medical protocols for all County job positions, and
 - e. depending on recommended staffing levels, at least one EME will include MRO duties and responsibilities.
5. Requirements for staffing the clinic are as follows:
 - a. Physician(s) responsible for all clinical services and activities – substitute physicians may be in the clinic instead of the EME, but the EME is medically responsible for clinical services. The EME must have at least three years, full-time experience in providing occupational health examinations. Physician staffing must include a Certified Medical Review Officer (MRO). The physician does not need to be physically present in the clinic.
 - b. Operations Manager's primary function and responsibility is to focus on the day to day operations of the clinic and respond to the clinical needs of the staff and ensure services provided by clinical staff are compliant with contractual obligations through consistent communication with the County's Contract Administrator. This position does not perform clinic duties, but is fully knowledgeable, certified, and skilled in the operations of the clinic.
 - c. Registered Nurse(s) to ensure adequate coverage during hours of operation for the clinic and coordinating the delivery of services. If the Contractor does not have a Certified Occupational Health Nurse (COHN), then the Contractor must identify a COHN who can be consulted by its staff when necessary.
 - d. Licensed Practical Nurse (LPN)/Licensed Vocational Nurse (LVN) for examinations including X-Rays, Radiologist, Hearing, and pulmonary exams.
 - e. Administrative staff for the County's leave programs and to cover clinical reception desk as well as ancillary clerical responsibilities.

6. The Contractor must have a legal consultant available to provide advice on routine matters, including potential litigation, and as directed by OHR, to collaborate as necessary with the Office of the County Attorney.
7. The Contractor and all of the Contractor's staff must participate in formal orientation to the clinic facilities and review policies and procedures upon execution of the contract. The orientation shall be conducted by the County's Contract Administrator and/or designated County staff. Within 60 days after the effective date of the Contract, the Contractor must submit signed Checklists to the Contract Administrator indicating each staff person has completed the orientation to the clinic and to the County regulations as well as departmental manuals. The Contractor and its clinical staff, including both EMEs, must become familiar with bargaining unit agreements and personnel regulations before making medical recommendations. The Orientation Checklist will be available upon award of the contract. Upon request, the County will arrange equipment vendors to orient Contractor to specific equipment used in the clinic.
8. The Contractor shall provide the County's Contract Administrator with a listing of personnel considered essential to the work to be performed. Prior to substitution of any of the specified individuals, the Contractor must notify the County's Contract Administrator in writing, and reasonably well in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No substitutions shall be made by the Contractor without the written consent of the County's Contract Administrator, which may be accomplished through email approval to the Contractor. Failure to obtain the approval required to propose replacement personnel to the County may be cause for termination.
9. The EME, contract staff physician(s) and mid-level practitioner(s) must be responsive to the needs of management, employees and applicants, and must provide services in a timely manner as indicated by request or as defined by the Contract Administrator.
10. The EME, contract staff physician(s) and mid-level practitioner(s) must provide timely medical recommendations to avoid delays in hiring or other administrative actions.
11. There is a significant public safety component to the services that will be provided and the Contractor will be expected to accommodate the needs of public safety officials who enter the clinic if they are on duty with the goal to minimize the amount of time they must wait for services.
12. Pre-placement recommendations must be completed and communicated to the appropriate hiring personnel within **three (3) working days** of receiving all final medical reports and documentation.
13. Appointments with the Contractor's specialists must be available, when required by the EME, contract physician or mid-level practitioner, within **five (5) working days** of request by the applicant or employee. Reports from these specialists must be received within **ten (10) working days** of the completed evaluation. The Contractor shall be responsible for ensuring the timeliness of its specialists and that clinical issues in question are thoroughly addressed.

14. Fitness-for-duty evaluations must be completed by the EME, contract staff physician(s) or mid-level practitioner(s) within **four (4) weeks or twenty (20) working days** of the initial appointment. The Contractor must provide a weekly report to the Contract Administrator of employees who fail to show for appointments or provide medical reports. If the evaluation cannot be completed within the four week time period, an interim report to the requestor must be submitted to explain the reason for the delay and the estimated date for the final report.
15. The MRO must review positive drug screen results immediately upon receipt and attempt to contact the tested individual prior to departmental notification. The MRO or designated nursing staff must immediately notify departmental personnel of work restrictions if the employee is currently performing a safety-sensitive or public safety job.
16. Periodic health assessment and medical surveillance recommendations must be made within **five (5) working days** of receiving all final reports.
17. Return-to-Work and work restriction recommendations must be made at the time of the clinic visit. If additional information is needed, the EME must request the information from the employee and should allow two (2) weeks or ten (10) working days for its submission. If additional time is required, the EME should request its submission within another two-week period. The Contractor's Case Manager must take a leadership role in assuring proper documentation of requests for medical information and will review submitted medical information for completeness to the EME's request. Once the requested medical information is received, the EME, contract staff physician or mid-level practitioner must complete the evaluation and issue a Health Status Report (HSR) which will clarify any work restrictions. A copy of the complete HSR must be provided to the employee at the time of the evaluation and copy is faxed/scanned emailed to employee's supervisor and or department contact. A copy of the HSR must be placed in the medical file. In the event the employee does not agree to submit the requested medical information, the Contractor's Case Manager should send a report (via email with cc to the Contract Administrator) to the employee's supervisor that a recommendation of work readiness or clarification of work restrictions could not be made due to insufficient medical information. Any follow-up with the employee is the sole responsibility of the employing department. The Contractor's Case Manager must keep a list of all reports sent to departments regarding insufficient medical information received.
18. The EME, contract staff physician or mid-level practitioner must notify individuals in a timely manner of any significant medical problems detected, which may require follow-up by their private physician. Additionally, the clinician must explain results to the individual as necessary.
19. Any work restrictions recommended by the EME, contract staff physician or mid-level practitioner must be written and stated clearly on the HSR with a copy provided to the individual to give to his/her supervisor. Additionally, a copy must be retained in the employee's medical record.
20. Information provided by the EME, contract staff physician or mid-level practitioner to management must be limited to findings regarding the individual's functional limitations, necessary accommodations, and emergency treatment. Information not directly related to job

performance shall not be conveyed or sent. Discretion and confidentiality must be used to ensure that the individual's privacy is maintained.

21. The Contractor must enter all medical information and findings, drug and alcohol tests, surveillances, appointments, follow-ups, RTW, FFD, vaccinations, pre-employments, injury care for FRS into the County's OHM (Occupational Health Management) software system.

ARTICLE IV **TERM**

1. The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work under the Contract begins January 1, 2017 and ends after two (2) years. The Contractor must also perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term three (3) times for one year each.
2. The County Council appropriates funds on a fiscal year basis. The County's fiscal year runs from July 1 through June 30. Funds for this Contract have been appropriated through June 30, 2017. For the five subsequent fiscal years beginning July 1, 2017 and for any subsequent contract extensions, payments under this Contract are contingent upon the appropriation and encumbrance of funds. If the County Council fails to approve appropriations to fund this Contract for a fiscal year that begins after this Contract is entered into, this Contract terminates on the first day of that fiscal year without further cost, obligation or liability to the County.
3. Upon termination of this Contract, the Contractor will, at County's request, provide post-termination services. The County agrees to negotiate in good faith an Amendment to this Contract for specific services and fees.

ARTICLE V **COMPENSATION AND METHOD OF PAYMENT**

1. For goods and services that are satisfactorily provided by the Contractor to the County, as determined by the County, the County will pay the Contractor a fixed annual cost in the amount of \$1,905,193.12 for the following items per the Approved Pricing Schedule (Attachment D):
 - a. Fixed Labor Costs: \$1,690,393.12
 - b. Fixed Administrative Costs \$144,000.00
 - c. Fixed Wellness and Disease Management Costs \$70,800.00

2. The County will compensate the Contractor 1/12th of this fixed annual cost within thirty (30) days of the County's receipt and acceptance of an invoice submitted by the Contractor in a form and format approved by the County.
3. For goods and services that are satisfactorily provided by the Contractor to the County for the breath alcohol testing/drug urine collections screening as identified under Attachment E, the County will compensate the Contractor for the real and actual costs for collections conducted by the Contractor per the Approved Pricing Schedule-Breath Alcohol Testing/Drug Urine Collections (Attachment D).
4. The County will compensate the Contractor for breath alcohol testing/drug urine collections within 30 days upon receipt and acceptance of a monthly invoice in a form and format approved by the County.
5. The County will encumber funding, subject to annual appropriation by the County Council, and based on projected costs for the upcoming fiscal year per the Approved Pricing Schedule-Fee for Services (Attachment D).
6. The County will encumber funding, subject to annual appropriation by the County Council that will only be used in the event on-site equipment needs to be replaced or purchased in order to accommodate the needs of the County. Except in the event of an emergency or sudden equipment breakdown, the Contractor must provide the Contract Administrator with notice of intent to purchase the equipment at least thirty (30) days prior to the purchase. The purchase may only be made upon notice of approval from the Contract Administrator and notice to proceed with the purchase. The County will reimburse the Contractor for the actual cost with no mark up for the purchase within thirty (30) days of the County's receipt and acceptance of an invoice submitted by the Contractor in a form and format approved by the County.
7. New equipment purchased on behalf of the County, must include a maintenance schedule to ensure that all equipment located on-site is in line with industry standards and does not pose a risk to employees and/or applicants.
8. At the County's option, the County may choose to purchase equipment subject to the Montgomery County Procurement Regulations.
9. The prices are firm for a period of two years upon execution of the Contract. The Contractor may request a price adjustment in accordance with Paragraph 6, Section C, Item 6.2, Price Adjustments under RFP #1063266 (Attachment A). The County will not accept a request for a price increase that exceeds three percent (3%) annually.
10. The County will not reimburse the Contractor for local and/or non-local travel except as noted and identified under Attachment E for services provided in connection with the breath alcohol testing/drug urine collections services.
11. Commodities purchased by the Contractor on behalf of the County are subject to Maryland state sales tax, which the County will reimburse to the Contractor for the real and actual

amount upon receipt of an invoice in a format approved by the County and original receipt(s) for the purchase.

ARTICLE VI

REPORTING REQUIREMENTS

1. The EME(s) must request a report from Risk Management annually to identify the top three (3) categories of on-the-job injuries for the preceding year. The report must be requested within thirty (30) days of the end of the fiscal year. Once the EME(s) receive the top three on-the-job injury categories, he/she must coordinate with departmental personnel to develop a plan to decrease the injuries. The plan may include education, coordinating training with the Wellness Program Manager, surveillance strategies or other County defined measures. The plan must be submitted by the end of the first quarter of the new fiscal year to the Contract Administrator for review. The Contract Administrator will consult with departmental personnel to assure the plan is approved. The Contract Administrator will communicate to the EME that he/she can implement the plan.
2. Contractor must prepare and distribute a weekly report to the Office of Human Resources (Contract Administrator) regarding the status of medical evaluations for applicants. Contractor must submit a monthly report to the Contract Administrator of the status of periodic examinations of employees. A monthly report must be provided for Fire/Rescue, Police, Department of Correction and Rehabilitation, Transit Services, Fleet Management, Highway Services, Sheriff, Traffic and Parking, and Liquor Control.
3. The Contractor must provide quarterly reports of work-related injuries and illnesses treated to the Contract Administrator and Fire/Rescue Services.
4. The Contractor must provide a quarterly report to Fire/Rescue detailing cardiac surveillance results for fire fighters at risk of developing cardiac related diseases.
5. The Contractor must provide quarterly reports to the Contract Administrator of the number of PPD conversions from negative to positive.
6. The County will assign the Contractor reports to generate and distribute to the Contract Administrator and various departments, and at a minimum include the following:
 - a. Monthly reports of Fitness-for-Duty and Return-to-Work exams.
 - b. Monthly report of applicant status to the Office of Human Resources.
 - c. Monthly report of employees seen for periodic exams to the Department of Police, the Department of Correction and Rehabilitation, Transit Services, and Fleet Management.
 - d. Monthly report to the Department of Police, Department of Correction and Rehabilitation, Transit Services, and Fleet Management identifying those employees due for exams.
 - e. Monthly report identifying those employees who have not submitted requested information or completed required exams. The employing department is responsible for administratively managing the issue with the employee.
 - f. Monthly count to Fire/Rescue that tracks the encounters for submission of invoices for reimbursement,
 - g. Quarterly reports of work-related injuries and illnesses treated by clinical staff.

- h. Other reports upon request.

ARTICLE VII
PERFORMANCE GUARANTEES

1. Performance guarantees are set forth in Attachment I, which is incorporated by reference in and made a part of this Contract. Contractor must meet or exceed all performance guarantees set forth on it Attachment J.

ARTICLE VIII
EMERGENCY MANAGEMENT AND CONTINUITY OF OPERATIONS

1. The Contractor must collaborate with the County in its emergency preparedness efforts.
2. Additionally, the Contractor must submit a list of staff who has been fit-tested for N-95 respirator masks to allow for service delivery in the event of an emergency, within thirty (30) calendar days after execution of the contract.
3. The Contractor must also submit, to the Contract Administrator, its action plan to coordinate with the County's Continuity of Operations Plan (COOP) program manager. Upon contract award, the Contract Administrator will meet with Contractor to discuss the components of this plan and will offer assistance and guidance in its completion, within a mutually agreed upon timeframe.
4. Contractor must collaborate with the County in the delivery of services for all emergencies, including those not yet identified.

ARTICLE IX
PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

1. Consistent with Maryland State Government Article, Title 10, Subtitle 13, entitled "Protection of Personal Information by Government Agencies," in any contract under which the Contractor is to perform services and the County may disclose to the Contractor personal information about an individual, the Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction.
2. The Contractor's requirements to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information originally disclosed to the Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the

above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security system.

ARTICLE X
GENERAL CONDITIONS OF CONTRACT

1. The Contractor must comply with the provisions of the attached General Conditions of Contract Between County & Contractor ("General Conditions") attached hereto as Attachment B, incorporated by reference herein and made part of this Contract, except that Paragraph 21, "Insurance," of the General Conditions, is superseded by the attached Mandatory Insurance Requirements, which are incorporated by reference into, and made a part of, this Contract as Attachment C.

ARTICLE XI
PRIORITY OF DOCUMENTS

1. The following documents are incorporated by reference into, and made part of, this Contract, and are listed in the following order of legal precedence below in the event of any conflict in their terms:
 - a. this Contract document;
 - b. the General Conditions of Contract Between County & Contractor (Attachment B), including the Mandatory Insurance Requirements (Attachment C);
 - c. the Approved Pricing Schedule (Attachment D).
 - d. the Breath Alcohol Testing/Urine Drug Collections Services (Attachment E)
 - e. Wellness and Disease Management Services (Attachment F)
 - f. Exam Types and Protocols (Attachment G)
 - g. Examination Descriptions by Type (Attachment H)
 - h. Examination Medical Determination (Ratings) (Attachment I)
 - i. the County's RFP #1063266 (Attachment A);
 - j. the Contractor's Proposal dated June 15, 2016 (Attachment K)

(Signature Page Follows)

Contract #1063266

Inova Health Care Services

Signed

Printed/Typed Name

Title

Date

MONTGOMERY COUNTY, MARYLAND

Cherri Branson, Director
Office of Procurement

Date

RECOMMENDED:

Shawn Y. Stokes
Director, Office of Human Resources

Date

Approved as to Form and Legality:

OFFICE OF THE COUNTY ATTORNEY

Title:

Date