

**A G R E E M E N T**

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of April, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Total Care Medical Group, a California Corporation, whose address is 5361 E. Kings Canyon Road, Fresno, CA 93727, hereinafter referred to as "CONTRACTOR."

**W I T N E S S E T H:**

WHEREAS, COUNTY, Department of Social Services (DSS) desires that its General Relief applicants and recipients be referred to Total Care Medical Group for determination of the individual's ability to be gainfully employed, or the nature and duration of any incapacity; and

WHEREAS, CONTRACTOR, employs medical staff with the experience and ability to provide medical incapacity evaluation assessment services and professional services desired by COUNTY's DSS.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

**1. OBLIGATIONS OF THE CONTRACTOR**

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Quotation (RFQ) No. 19-052 dated February 8, 2019, and CONTRACTOR's response to said RFQ, all incorporated herein by reference and made part of this Agreement.

B. CONTRACTOR shall perform all services as set forth in Exhibit A, "Summary of Services," attached hereto and by this reference incorporated herein.

C. In the event of any inconsistency among the documents described in Sections 1.A through 1.B herein, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto, 2) the RFQ No. 19-052, 3) to the response to RFQ No. 19-052. A Copy of COUNTY's RFQ No. 19-052, and CONTRACTOR's response, shall be retained and made available during the term of this Agreement by COUNTY's DSS.

D. In the event of the termination or expiration of this Agreement in accordance with Section Four (4) of this Agreement, CONTRACTOR shall provide transitional services to clients currently receiving services, working with DSS staff and/or COUNTY's contracted vendor(s). Transitional services shall include, but are not limited to the transfer of client records and shall not exceed a

1 maximum of thirty (30) days. This section of the Agreement shall survive thirty (30) days from the  
2 expiration or written termination date of this Agreement.

3 2. OBLIGATIONS OF THE COUNTY

4 A. COUNTY shall perform all services as set forth in the Summary of Services,  
5 identified in Exhibit A, page two (2), under the heading, "DSS SHALL BE RESPONSIBLE FOR THE  
6 FOLLOWING."

7 3. TERM

8 The term of this Agreement shall be for a period of fourteen (14) months, commencing on May 1,  
9 2019 through and including June 30, 2020. This Agreement may be extended for three (3) additional  
10 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days  
11 prior to the first day of the next twelve (12) month extension period. The DSS Director or his or her  
12 designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S  
13 satisfactory performance.

14 4. TERMINATION

15 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
16 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
17 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
18 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

19 B. Breach of Contract - The COUNTY may immediately suspend or terminate this  
20 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 21 1) An illegal or improper use of funds;
- 22 2) A failure to comply with any term of this Agreement;
- 23 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 24 4) Improperly performed service.

25 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
26 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such  
27 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.  
28 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any

1 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were  
2 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund  
3 any such funds upon demand or, at County's option, such repayment shall be deducted from future  
4 payments owing to CONTRACTOR under this Agreement.

5 C. Without Cause - Under circumstances other than those set forth above, this  
6 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an  
7 intention to terminate to CONTRACTOR.

8 5. COMPENSATION/INVOICING

9 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as  
10 follows: Ninety-Five and No/100 Dollars (\$95.00) for each medical assessment. COUNTY's DSS shall pay  
11 for Glycohemoglobin tests when necessary to effectively evaluate an applicant's employability at the rate of  
12 Forty-Eight and 50/100 Dollars (\$48.50) per Glycohemoglobin test. COUNTY's DSS shall pay for other  
13 diagnostic tests when necessary to effectively evaluate an applicant's employability at the rate of Fifty and  
14 No/100 Dollars (\$50.00) per diagnostic test. COUNTY's DSS shall pay for interpreter services at the rate of  
15 One Hundred and No/100 Dollars (\$100.00) per assessment, when necessary. In no event shall  
16 compensation for actual services performed be in excess of One Hundred and Five Thousand and No/100  
17 Dollars (\$105,000.00) for the initial fourteen (14) month period during which this Agreement is in effect, and  
18 in no event shall compensation for actual services performed be in excess of Ninety Thousand and No/100  
19 Dollars (\$90,000.00) for the subsequent (12) month periods during which this Agreement is in effect. The  
20 cumulative total of this Agreement shall not be in excess of Three Hundred and Seventy-Five Thousand  
21 and No/100 Dollars (\$375,000.00). It is understood that all expenses incidental to CONTRACTOR's  
22 performance of services under this Agreement shall be borne by CONTRACTOR.

23 CONTRACTOR shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) day of each month for actual  
24 expenses incurred and services rendered in the previous month to: [DSSInvoices@FresnoCountyCA.gov](mailto:DSSInvoices@FresnoCountyCA.gov). A  
25 monthly activity report shall accompany the invoice, reflecting services supported by the invoiced  
26 expenditures and be in a form and in such detail as acceptable to COUNTY's DSS. No reimbursement for  
27 services shall be made until invoices, reports and outcomes are received, reviewed and approved by  
28 COUNTY's DSS.

At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise not in proper form or substance, COUNTY's DSS Director or designee shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in Section Four (4) of this Agreement. In addition, for invoices received ninety (90) days after the expiration of each term of this Agreement or termination of this Agreement, at the discretion of COUNTY's DSS Director or designee, COUNTY's DSS shall have the right to deny payment of any additional invoices received.

6. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

7. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating

1 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
2 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
3 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

4 8. NON-ASSIGNMENT

5 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under  
6 this Agreement without the prior written consent of the other party.

7 9. HOLD HARMLESS

8 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the  
9 COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's  
10 fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection  
11 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this  
12 Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages,  
13 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or  
14 damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees  
15 under this Agreement.

16 10. INSURANCE

17 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third  
18 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance  
19 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or  
20 Joint Powers Agreement (JPA) throughout the term of the Agreement:

21 A. Commercial General Liability

22 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
23 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
24 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
25 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
26 liability or any other liability insurance deemed necessary because of the nature of this contract.

27 B. Automobile Liability

28 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars

1 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
2 used in connection with this Agreement.

3 C. Professional Liability

4 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
5 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
6 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

7 D. Worker's Compensation

8 A policy of Worker's Compensation insurance as may be required by the California Labor  
9 Code.

10 Additional Requirements Relating to Insurance

11 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming  
12 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
13 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
14 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
15 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
16 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
17 a minimum of thirty (30) days advance written notice given to COUNTY.

18 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
19 employees any amounts paid by the policy of worker's compensation insurance required by this  
20 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
21 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
22 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

23 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
24 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
25 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,  
26 Attention: Contract Analyst, stating that such insurance coverage have been obtained and are in full force;  
27 that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on  
28 the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to

1 recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance  
2 policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability  
3 insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as  
4 additional insured, but only insofar as the operations under this Agreement are concerned; that such  
5 coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance,  
6 maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with  
7 insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled  
8 or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

9 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
10 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
11 Agreement upon the occurrence of such event.

12 All policies shall be issued by admitted insurers licensed to do business in the State of California,  
13 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
14 FSC VII or better.

#### 15 11. SUBCONTRACTS

16 CONTRACTOR shall obtain written approval from COUNTY or COUNTY's DSS Director, or  
17 designee before subcontracting any of the services delivered under this Agreement. Any transferee,  
18 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable  
19 State and Federal regulations. CONTRACTOR shall be held primarily responsible by COUNTY for the  
20 performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in writing  
21 by COUNTY. The use of a subcontractor by CONTRACTOR shall not entitle CONTRACTOR to any  
22 additional compensation than is provided for under this Agreement.

#### 23 12. CONFLICT OF INTEREST

24 No officer, employee or agent of the COUNTY who exercises any function or responsibility for  
25 planning and carrying out of the services provided under this Agreement shall have any direct or indirect  
26 personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed  
27 by the CONTRACTOR under this Agreement to fulfill any contractual obligations with the COUNTY. The  
28 CONTRACTOR shall comply with all Federal, State of California and local conflict of interest laws, statutes

1 and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any  
2 officer, employee or agent of the COUNTY.

3 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

4 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit  
5 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status  
6 to operate as a corporation.

7 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions  
8 that they are a party to while CONTRACTOR is providing goods or performing services under this  
9 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party  
10 and in which one or more of its directors has a material financial interest. Members of the Board of  
11 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a  
12 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by  
13 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
14 immediately thereafter.

15 14. NON-DISCRIMINATION

16 During the performance of this Agreement CONTRACTOR shall not unlawfully discriminate against  
17 any employee or applicant for employment, or recipient of services, because of ethnic group identification,  
18 gender, gender identity, gender expression, sexual orientation, color, physical disability, mental disability,  
19 medical condition, national origin, race, ancestry, marital status, religion, or religious creed, pursuant to all  
20 applicable State of California and Federal statutes and regulations.

21 15. LIMITED ENGLISH PROFICIENCY

22 CONTRACTOR shall provide interpreting and translation services to persons participating in  
23 CONTRACTOR's services who have limited or no English language proficiency, including services to  
24 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to  
25 allow such participants meaningful access to the programs, services and benefits provided by  
26 CONTRACTOR. Interpreter and translation services, including translation of CONTRACTOR's "vital  
27 documents" (those documents that contain information that is critical for accessing CONTRACTOR's  
28 services or are required by law) shall be provided to participants at no cost to the participant.



1 CONTRACTOR shall ensure that any employees, agents, subcontractor, or partners who interpret or  
2 translate for a program participant, or who directly communicate with a program participant in a  
3 language other than English, demonstrate proficiency in the participant's language and can effectively  
4 communicate any specialized terms and concepts peculiar to CONTRACTOR's services.

5 16. CONFIDENTIALITY AND MEDI-CAL PRIVACY

6 All services performed by CONTRACTOR under this Agreement shall be in strict conformance  
7 with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality  
8 including, but not limited to: California Welfare and Institutions Code Sections 10850, 14100.2, and  
9 17006; the CDSS Manual of Policies and Procedures, Division 19-0000; and the California Department  
10 of Health Care Services (DHCS) Medi-Cal Eligibility Procedures Manual, Section 2H. In addition, all  
11 services performed by CONTRACTOR under this Agreement shall also be in conformance with the  
12 Medi-Cal Data Privacy and Security Agreement between the California DHCS and the County of Fresno  
13 (hereinafter referred to as "the Medi-Cal Data Agreement") that is then in effect, which is by this  
14 reference incorporated herein. The current Medi-Cal Data Agreement is available upon request or can  
15 be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>. The purpose of this section is to assure that  
16 all applications and records concerning program recipients shall be kept confidential and shall not be  
17 opened to examination, publicized, disclosed, or used for any purpose not directly connected with the  
18 administration of the program. CONTRACTOR shall inform all of its employees, agents, officers, and  
19 subcontractors of this provision; and that any person knowingly and intentionally violating the  
20 confidentiality provisions set forth in the above referenced Welfare and Institutions Code sections is  
21 guilty of a misdemeanor.

22 17. FRATERNIZATION

23 CONTRACTOR shall establish procedures addressing fraternization between CONTRACTOR's  
24 staff and clients. Such procedures will include provisions for informing CONTRACTOR's staff and clients  
25 regarding fraternization guidelines.

26 18. INTERPRETATION OF LAWS AND REGULATIONS

27 COUNTY reserves the right to make final interpretations or clarifications on issues relating to  
28 Federal and State laws and regulations, to ensure compliance.

1           19.    AUDITS AND INSPECTIONS

2           The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may  
3   deem necessary, make available to the COUNTY for examination all of its records and data with respect to  
4   the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit  
5   the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S  
6   compliance with the terms of this Agreement.

7           If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to  
8   the examination and audit of the Auditor General for a period of three (3) years after final payment under  
9   contract (Government Code Section 8546.7).

10          In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal review  
11   process and comply with all final determinations rendered by the COUNTY's fiscal review process. If  
12   COUNTY reaches an adverse decision regarding CONTRACTOR's services to consumers, it may result in  
13   the disallowance of payment for services rendered; or in additional controls to the delivery of services, or in  
14   the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a result of  
15   COUNTY's fiscal review process a disallowance is discovered due to CONTRACTOR's deficiency,  
16   CONTRACTOR shall be financially liable for the amount previously paid by COUNTY to CONTRACTOR  
17   and this disallowance will be adjusted from CONTRACTOR's future payments, at the discretion of  
18   COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion in the  
19   determination of fiscal review outcomes, decisions and actions.

20          20.    NOTICES

21          The persons and their addresses having authority to give and receive notices under this Agreement  
22   include the following:

23                   COUNTY

24                   Director, County of Fresno  
25                   Department of Social Services  
26                   PO Box 1912  
27                   Fresno, CA 93718-1912

23                   CONTRACTOR

24                   Administrator, Total Care Medical Group  
25                   5361 E Kings Canyon Road  
26                   Suite 101  
27                   Fresno, CA 93727

28          All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by

1 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
2 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
3 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
4 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
5 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
6 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
7 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
8 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
9 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
10 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
11 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
12 beginning with section 810).

13       21.     CHANGE OF LEADERSHIP/MANAGEMENT

14       In the event of any change in the status of CONTRACTOR's leadership or management,  
15 CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of change.  
16 Such notification shall include any new leader or manager's name, address and qualifications.  
17 "Leadership or management" shall include any employee, member, or owner of CONTRACTOR who  
18 either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the  
19 manner in which services are provided, or c) has authority over CONTRACTOR's finances.

20       22.     GOVERNING LAW

21       Venue for any action arising out of or related to this Agreement shall only be in Fresno County,  
22 California. The rights and obligations of the parties and all interpretation and performance of this  
23 Agreement shall be governed in all respects by the laws of the State of California.

24       23.     ENTIRE AGREEMENT

25       This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with  
26 respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals,  
27 commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless  
28 expressly included in this Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3 **CONTRACTOR:**  
4 **TOTAL CARE MEDICAL GROUP**

**COUNTY OF FRESNO**

5 By: \_\_\_\_\_



Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

6 Print Name: JOHN EMERZIAN DC

7 Title: owner/President  
8 Chairman of the Board, or  
President, or any Vice President

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

11 By: \_\_\_\_\_

12 Print Name: JOHN EMERZIAN DC

By: Lisei Cuyf  
Deputy

13 Title: owner/Secretary  
14 Secretary (of Corporation), or  
15 any Assistant Secretary, or  
16 Chief Financial Officer, or  
any Assistant Treasurer

17  
18 Mailing Address:  
19 5361 E. Kings Canyon Rd., Ste. 101  
20 Fresno, CA, 93727

23 FOR ACCOUNTING USE ONLY:  
24 Fund/Subclass: 0001/10000  
25 Org: 6645  
26 Account: 7870

27 DEN:lm  
28

**Summary of Services: General Relief Medical Evaluations**

ORGANIZATION: Total Care Medical Group

ADDRESS: 5361 E. Kings Canyon Rd., Ste. 101  
Fresno, CA, 93727

TELEPHONE: 559-251-2225, ext. 107

FAX: 559-251-9575

CONTACT: Doug Davidian

EMAIL: [dougd@totalcaremg.com](mailto:dougd@totalcaremg.com)

CONTRACT PERIOD: May 1, 2019 through June 30, 2020 - \$105,000  
July 1, 2020 through June 30, 2021 - \$90,000 (optional)  
July 1, 2021 through June 30, 2022 - \$90,000 (optional)  
July 1, 2022 through June 30, 2023 - \$90,000 (optional)

CONTRACT AMOUNT: Not to exceed \$375,000

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**SUMMARY OF SERVICES**

Total Care Medical Group (CONTRACTOR) will provide medical services, including physical exams and related diagnostic tests, to adults referred for evaluation of ability to be gainfully employed.

**I. CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES FOR DSS:**

- A. CONTRACTOR will provide professional services, including physical exams and related diagnostic tests for the purposes of determining the person's ability to be gainfully employed.
- B. CONTRACTOR will accept a maximum of five (5) referrals per service day, or equivalent, for physical exams and related diagnostic tests.
- C. Designate a physician to provide the services under this Agreement, who shall perform services in accordance with appropriate scientific, professional, and ethical standards of the medical profession. At all times they shall act within the policies, rules and regulations of the County of Fresno, the California State Department of Health, state and local statutes, and administrative regulations relating to health services. In the absence of the designated physician, CONTRACTOR agrees to provide an alternate physician, Physician's Assistant (PA) or Family Nurse Practitioner (FNP) to perform all services as described under this Agreement. The names of physician, PA and/or FNP providing services are to be given to DSS at the commencement of the Agreement. In the event there are staffing changes, CONTRACTOR will inform DSS in writing within seven days.
- D. CONTRACTOR will complete the GR8085 form (Exhibit A pages 4 - 5) during each physical exam, and return all completed forms to DSS within one week. The GR8085

form may be updated from time to time, and CONTRACTOR is required to use the most recent version as provided by COUNTY.

- E. A copy of the GR8085 form (Exhibit A pages 4 - 5) is to be released to DSS only if applicant gives authorization to CONTRACTOR by signing a copy of the Authorization for Access, Use, and Disclosure of Protected Health Information (Exhibit A pages 6 - 7). CONTRACTOR should receive a copy of the signed release from the client when they arrive for their appointment. Should a client refuse to sign the authorization form, they must be informed that they may still have their Verification of Incapacity form completed, but will be required to return the form to DSS independently. The Authorization for Access, Use, and Disclosure of Protected Health Information form may be updated from time to time, and CONTRACTOR is required to use the most recent version as provided by COUNTY.
- F. If CONTRACTOR suspects that an applicant may have mental health issues, CONTRACTOR will document finding on the GR8085 form. CONTRACTOR agrees to refer these persons to the appropriate mental health evaluation service as designated by DSS.
- G. CONTRACTOR will provide the completed GR8085 forms to designated DSS staff via email utilizing 128-Bit Advanced Encryption Standard on a weekly basis.
- H. CONTRACTOR will provide copies of the medical appointment calendar to DSS no later than the 15th of the month prior to the calendar month.
- I. CONTRACTOR shall ensure that interpreting and translation services are provided to persons with limited English proficiency. Interpreting services must be provided in-house at no charge when available, or through certified interpreting services when CONTRACTOR's employees are unable to provide interpreting.
- J. Designate CONTRACTOR staff who will work closely with DSS staff to provide assistance as required for fulfilling the terms of this Agreement.
- K. CONTRACTOR will meet with DSS staff at a minimum quarterly or as often as needed, for service coordination, problem/issue resolution, information sharing, and review and monitoring of project services and fiscal reports.

**II. DSS SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

- A. DSS will refer persons applying for General Relief to CONTRACTOR for physical exams and related diagnostic tests in order to determine their incapacity to be gainfully employed.
- B. DSS will provide persons applying for General Relief with a copy of the GR8085 form and the Authorization for Access, Use, and Disclosure of Protected Health Information form to take to their scheduled physical exam with CONTRACTOR.
- C. DSS will request applicants, on a voluntary basis, complete and sign an Authorization for Access, Use, and Disclosure of Protected Health Information form before scheduled physical exam in order for CONTRACTOR to release the GR8085 form to DSS staff.

- D. Designate a DSS staff member to receive GR8085 forms via email utilizing 128-Bit Advanced Encryption Standard on a weekly basis.
- E. Designate DSS staff who will work closely with CONTRACTOR to provide assistance as required for fulfilling the terms of this Agreement.
- F. Meet with CONTRACTOR staff at a minimum quarterly or often as needed for service coordination, problem/issue resolution, information sharing, and review and monitoring of project services and fiscal reports.
- G. DSS will notify CONTRACTOR of any non-English speaking applicants before their scheduled appointment in order for CONTRACTOR to secure appropriate interpreting services.

### **III. FEES FOR SERVICES**

Fees for services provided under this Agreement shall be as follows:

- Examinations: \$95.00 each.
- Glycohemoglobin tests: \$48.50 each.
- Other diagnostic tests: \$50.00 each.
- Interpreter services: \$100.00 each.

Interpreter services may only be billed for outside interpreting services, and only for languages other than Spanish, Hmong, Lao, and Vietnamese. Spanish, Hmong, Lao, and Vietnamese interpreting shall be provided by Total Care Medical Group's in-house staff at no charge. However, exceptions may be made when in-house staff is not available to provide interpreting in these languages at the time of the appointment.



## Verification of Incapacity

Case No.: \_\_\_\_\_  
Case Name: \_\_\_\_\_  
SSN: \_\_\_\_\_  
Date: \_\_\_\_\_  
Worker No.: \_\_\_\_\_

The following information is needed to determine your eligibility for General Relief.

Please return this form by: \_\_\_\_\_.

Medical release authorization: I authorize my medical provider to release the following information:

\_\_\_\_\_  
Patient or Representative Signature

\_\_\_\_\_  
Date

**Health Care Provider:** Please answer the questions below.

1. Does the patient have a physical or mental health condition that prevents or substantially reduces their ability to engage in work or training?  
☐ No (please answer question 9 and sign the form)  
☐ Yes (please answer the following questions:
2. Onset date: \_\_\_\_\_
3. Expected duration: ☐ Temporary, expect to release patient for work on: \_\_\_\_\_  
☐ Permanent
4. Are they able to work? ☐ No, please go to no. 5 ☐ Yes, please answer the following questions:  
Can perform ☐ limited full-time work ☐ limited part-time work
5. Describe how the physical and mental condition reduces their ability to engage in work:  
\_\_\_\_\_  
\_\_\_\_\_
6. Is the physical or mental condition primarily due to drug and/or alcohol abuse?  
☐ Yes ☐ No ☐ Unknown
7. Has the patient submitted a disability insurance application for completion?  
☐ Yes ☐ No ☐ Unknown  
If yes, date submitted: \_\_\_\_\_





## Verification of Incapacity

Case No.: \_\_\_\_\_  
Case Name: \_\_\_\_\_  
SSN: \_\_\_\_\_  
Date: \_\_\_\_\_  
Worker No.: \_\_\_\_\_

8. Is the patient receiving or seeking treatment? ☐ Yes ☐ No ☐ Unknown

9. I recommend a referral for: ☐ Mental Condition  
☐ Physical Condition  
☐ None

Comments: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Health Care Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
DEA No.



## County of Fresno

[RETURN TO TABLE OF CONTENTS](#)

### AUTHORIZATION FOR ACCESS, USE, AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last 4 Digits of Social Security Number: \_\_\_\_\_ Record# \_\_\_\_\_

#### Access, Use, and Disclosure of Health Information

I authorize the access, use, or disclosure of the above named individual's health information, which may contain medical, mental health, or substance abuse history and treatment information, as follows:

Name of the organization or individual **authorized to access, use, or disclose** the information (information to be released from): \_\_\_\_\_

Address: \_\_\_\_\_

Name of the organization or individual **authorized to receive and use** the information (information to be released to): \_\_\_\_\_

Address: \_\_\_\_\_

The **type and amount of information** to be accessed, used, or disclosed is as follows:

Diagnosis	Lab Report	Immunization Record
History & Physical	Medication Record	Progress Note
Assessment	Plan of Care	Other _____

Dates of information from: \_\_\_\_\_ to: \_\_\_\_\_

Exception or information I do not want disclosed: \_\_\_\_\_

This information will be used for the following **purpose**:

Coordination/Continuity of Care	Legal	Insurance
Eligibility for Public Assistance	Social Security Appeal	
Disability Claim	Other _____	

#### Restrictions

California law does not allow the organization or individual receiving this information to access, use, or make further disclosure of my protected health information unless the organization or individual obtains another authorization from me or unless access, use, and disclosure is specifically required or permitted by law.

**Authorization for Access, Use, and  
Disclosure of Protected Health Information****Rights**

I understand that I have the following rights with respect to this Authorization:

1. I may refuse to sign this authorization.
2. I have a right to receive a copy of this authorization.
3. I may revoke this Authorization at any time by signing the revocation at the bottom of this form or by a written notice of revocation signed by me or on my behalf. I can mail it or personally deliver to the following address:

\_\_\_\_\_

I understand that the revocation will be effective upon receipt. I understand that the revocation will not apply to information that has already been released in response to this authorization.

4. I may not be required to sign this Authorization as a condition to obtaining treatment, payment, or my eligibility for benefits.
5. I am entitled to notice if Fresno County will access, use, or disclose the protected health information for marketing and receive payment for the access, use, or disclosure of my protected health information.
6. I understand that I may request a restriction or limitation on the protected health information to be accessed, used, or disclosed.
7. I understand that information disclosed pursuant to this authorization may be subject to redisclosure by the recipient and may no longer be protected by confidentiality laws including the Health Insurance Portability and Accountability Act (HIPAA).

**Expiration**

This Authorization will expire on: \_\_\_\_\_ If I do not specify an expiration date or event, this authorization will expire in **one year**.

**Signature**

I knowingly and voluntarily sign this authorization:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

If signed by someone other than client/consumer, state your legal relationship to the client/consumer: \_\_\_\_\_

Witness/Language Interpreter \_\_\_\_\_

☐ I revoke this authorization    Signature: \_\_\_\_\_ Date \_\_\_\_\_

## **Self-Dealing Transaction Disclosure Form**

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### **INSTRUCTIONS**

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature :</b>		<b>Date:</b>	