

OCCU-MED, Ltd.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #6922

THIS SECOND AMENDMENT to that Agreement for Services #6922 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and OCCU-MED, Ltd., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 2121 West Bullard Avenue, Fresno, California 93711, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide professional occupational health consulting and related services for the Human Resources Department, Risk Management Division pursuant to Agreement for Services #6922, dated December 13, 2022, and First Amendment to Agreement for Services #6922, effective June 14, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include an updated fee schedule for the term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B-1**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #6922 on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule/Component Costs," incorporated herein and made by reference a part hereof.

For the purposes hereof, for the period beginning with the effective date of this First Amendment and continuing until June 10, 2024, the billing rates shall be in

accordance with Amended Exhibit B, marked "Amended Fee Schedule/Component Costs," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of June 11, 2024, and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B-1, marked "Amended Fee Schedule/Component Costs," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$310,000, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Human Resources Department
330 Fair Lane
Placerville, California 95667

Attn.: Joseph Carruesco
Director

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #6922 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #6922 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- OCCU-MED, LTD. --

By: _____

Dated: 7/23/24

Andrew J. Johnson
~~Chief Executive Officer - President~~
"Consultant"

By: **Sherri Conley** _____

Dated: 7/23/24

Sherri A. Conley
Corporate Secretary

Digitally signed by
Sherri Conley
Date: 2024.07.23
13:10:09 -07'00'

Standard Fees Charged for Consulting Services:

Job Analysis: \$2,000 per day

Staff: \$75/hour (fitness-for-duty and return-to-work evaluations, basic research)

Senior Staff: \$115/hour (advanced research, reasonable accommodation investigation, assistance with appeals, and fitness-for-duty and return-to-work evaluations)

Executive Staff: \$175/hour (research, project design, systems development, advanced fitness-for-duty and return-to-work evaluations)

Legal Staff and Medical Staff: \$250 - \$275/hour Independent Medical

Evaluation: Actual Charges

Mileage Charges: In accordance with ARTICLE III, Compensation for Services Printing Charges:

\$0.20/page, as appropriate

Mailing Charges: Actual charges