

AGREEMENT FOR SERVICES #288-S1111  
AMENDMENT III

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This Amendment III to that Agreement for Services #288-S1111, is 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, CA (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to provide occupational health services, in the areas of pre-employment (post-offer) physical evaluations, immunizations, reasonable suspicion testing and fitness-for-duty evaluations and examinations, in accordance with Agreement for Services #288-S1111, dated November 15, 2010, Amendment I, dated November 15, 2011, and Amendment III, dated July 17, 2012, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE IV – Term** and **ARTICLE V- Compensation for Services** and;

**WHEREAS**, the parties here by agree to amend **ARTICLE XII - Notice to Parties** and **ARTICLE XXV- Administrator**.

**ARTICLE IV**

**Term:** This agreement, as amended, shall become effective when fully executed by both parties hereto and shall cover the period of November 15, 2010 through March 31, 2013.

**ARTICLE V**

**Compensation for Services:** This agreement, as amended, for services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following County receipt and approval of itemized invoice(s) identifying services rendered.

For services described in **ARTICLE I- Scope of Services**, Section A. Standard QA 2 Services, the billing rate shall be a flat monthly fee of \$1,000.00.

For services described in **ARTICLE I- Scope of Services**, Section B. Scheduling and Execution of medical Examinations, County agrees to pay Consultant the cost of pre-employment (post-offer) and fitness-for duty medical evaluations. The medical providers shall invoice Consultant directly,

and County shall reimburse Consultant for the costs associated with the examinations. Consultant will perform all immunizations, pre-employment (post-offer) exams, etc. as set forth in Exhibit "E" marked Occu-Med Job Profiles (By Alpha).

Medical exam prices for various County job classes shall be in accordance with Exhibit "C", marked "Medical Exam Component Profile Costs", Exhibit "D", marked "Maximum Medical Exam Component Profile Costs By Group", and Exhibit "F", marked "Occu-Vax" incorporated herein and made part by reference hereof. Fitness-for-duty evaluation expenses, including but not limited to case analysis, medical record review, independent medical evaluation, and administration costs, shall not exceed a total of \$3,500.00 per evaluation unless approved in advance by the Director of Human Resources or designee.

Sedentary job classes require only basic review of applicant's medical history questionnaire and will be charged a flat fee of \$50 for each review. Other expenses, including but not limited to specialized forensic psychologist services, FBI Hazardous Devices Course or Recertification Course exams shall not be included in standard pre-employment medical exams and additional medical tests, included but not limited to advanced hearing test (such as HINT testing), previously approved by Human Resources, Risk Management for employees/applicants shall not exceed \$2,000.00 per specialized or additional medical test.

For services described in ARTICLE I- Scope of Services, Section C. RDQA, County agrees to pay Consultant \$50.00 for each required review.

**The total amount of this Agreement as amended shall not exceed \$360,000.00**

## **ARTICLE XII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
RISK MANAGEMENT DEPARTMENT  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: KIMBERLY KERR, ASSISTANT CAO  
Or to such other location as the County directs.

with a carbon copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Consultant shall be addressed as follows:

OCCU-MED, LTD.  
2121 WEST BULLARD AVENUE  
FRESNO, CA 93711  
ATTN: KURT BELLUOMINI, VICE PRESIDENT

Or to such other location as the Consultant directs.

**ARTICLE XXI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Kimberly Kerr, Assistant CAO, or successor.

Except as herein amended, all other parts and sections of that Agreement #288-S1111 and Amendment I shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Kimberly Kerr  
Assistant CAO

**REQUESTING DEPARTMENT CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Terri Daly  
Chief Administrative Officer

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**IN WITNESS WHEREOF**, the parties hereto have executed this Third Amendment to Agreement #288-S1111 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

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

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Terri Daly, Acting Clerk  
of the Board of Supervisors

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

Deputy Clerk

Dated: \_\_\_\_\_

**-- CONSULTANT --**

OCCU-MED, LTD.  
A DELAWARE CORPORATION

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

James A. Johnson  
President & CAO  
"Consultant"

Dated: \_\_\_\_\_

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

Corporate Secretary

Dated: \_\_\_\_\_