

CONTRACT ROUTING SHEET

Date Prepared: 06/19/12

Need Date: RUSH

PROCESSING DEPARTMENT:

Department: Procurement & Contracts
Dept. Contact: Linda Silacci-Smith
Phone #: x5417
Department
Head Signature: *[Signature]*

CONTRACTOR:

Name: OCCU-MED, LTD.
Address: 2121 West Bullard Avenue
Fresno, CA 93711
Phone: (559) 435-2600

CONTRACTING DEPARTMENT: Risk Management

Service Requested: Occupational Health Services
Contract Term: 2 years Contract Value: \$300,000
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

EL DORADO COUNTY COUNSEL
2012 JUN 19 AM 11:49

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: _____ Date: 6/27/12 By: *[Signature]*
Approved: _____ Disapproved: _____ Date: _____ By: _____

I understand that the only change is the increase in the amount of total compensation along w new administrator

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 6/27/12 By: *[Signature]*
Approved: _____ Disapproved: _____ Date: _____ By: _____

RISK MANAGER
EL DORADO COUNTY
HUMAN RESOURCES DEPT.
2012 JUN 29 AM 10:23

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

**AGREEMENT FOR SERVICES #288-S1111
AMENDMENT II**

This Amendment II 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, and Amendment I, dated November 15, 2011, both incorporated herein and made by reference a part hereof; and

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

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

WHEREAS, the parties hereto hereby agree to amend **ARTICLE XXV- Administrator**.

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 \$300,000.00

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: RANDY RAFOTH, RISK MANAGER

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

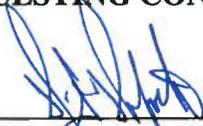
Or to such other location as the Consultant directs.

ARTICLE XXI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Randy Rafoth, Risk Manager, 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: 6-29-12
Randy Rafoth
Risk Manager

REQUESTING DEPARTMENT CONCURRENCE:

By:  Dated: * 7/2/12
Terri Daly
Chief Administrative Officer

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IN WITNESS WHEREOF, the parties hereto have executed this Second 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: 7/6/12

By: _____

Corporate Secretary

Dated: 7/6/12

ljs 

280-S1010 AMD II