

# ORIGINAL

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## AGREEMENT FOR SERVICES #288-S1111 AMENDMENT V

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This Amendment V to that Agreement for Services #288-S1111, 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 93711; (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, Amendment II, dated July 17, 2012, Amendment III, dated October 30, 2012, and Amendment IV, dated April 9, 2013, all incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to extend the term of the Agreement, hereby amending **ARTICLE IV - Term**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXVI – Change of Address**, **ARTICLE XXVII – Audit by California State Auditor**, and **ARTICLE XXVIII - Taxes**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #288-S1111 shall be amended a fifth time as follows:

**ARTICLE IV** is amended in its entirety to read as follows:

**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 June 30, 2014.

New **ARTICLES XXVI, XXVII, and XXVIII** are added to read as follows:

**ARTICLE XXVI**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE XXVII**

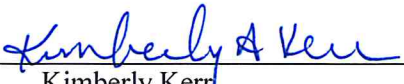
**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

**ARTICLE XXVIII**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

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

**Requesting Contract Administrator Concurrence:**

By:   
Kimberly Kerr  
Assistant Chief Administrative Officer

Dated: 3/17/14

**Requesting Department Head Concurrence:**

By:   
Terri Daly  
Chief Administrative Officer

Dated: 3/18/14

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IN WITNESS WHEREOF, the parties hereto have executed this fifth Amendment to that Agreement for Services #288-S1111 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 3-25-14

By:   
**Norma Santiago** Chair  
Board of Supervisors  
"County"

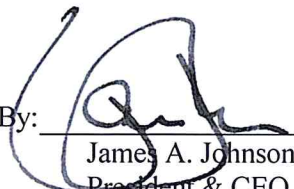
ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk


Dated: 3-25-14

-- CONSULTANT --

OCCU-MED, LTD.  
A DELAWARE CORPORATION

By:   
James A. Johnson  
President & CEO  
"Consultant"

Dated: 3/6/14

By:   
Corporate Secretary

Dated: 3/6/14