

AGREEMENT FOR SERVICES #288-S1111
AMENDMENT IV

This Amendment IV 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, California 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, and Amendment III, dated October 30, 2012 all 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;

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, 2014.

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 \$510,000.00

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

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
Kimberly Kerr
Assistant Chief Administrative Officer

REQUESTING DEPARTMENT CONCURRENCE:

By: _____ Dated: _____
Terri Daly
Chief Administrative Officer

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

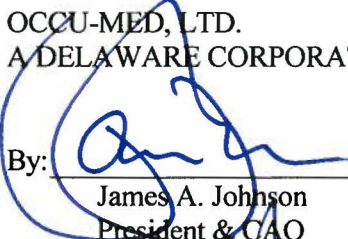
ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONSULTANT --

OCCU-MED, LTD.
A DELAWARE CORPORATION

By:  _____
James A. Johnson
President & CAO
"Consultant"

Dated: 3/14/13

By:  _____
Corporate Secretary

Dated: 3/14/13