

## OCCU-MED, Ltd.

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6922

**THIS FIRST 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, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$34,000 for a new total not-to-exceed amount of \$310,000, and update the fee schedule, amending **ARTICLE III, Compensation for Services** and replacing **Exhibit B, Fee Schedule / Component Costs**, with **Amended Exhibit B, Amended Fee Schedule /Component Costs**;

**WHEREAS**, the parties hereto desire to fully-replace specific Articles to include updated contract provisions, and **Exhibit D, California Levine Act Statement**;

**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 First 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:

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying 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 period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, 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.

Other direct costs including special reproductions, delivery charges, and other services authorized herein, shall be invoiced at the rates listed in Exhibit B for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markup on any mileage rates for Consultant. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

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

**II. The following Articles are replaced in their entirety.**

**ARTICLE XII**

**Default, Termination, and Cancellation:**

- A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:
- a. The alleged default and the applicable Agreement provision, and
  - b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:
- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
  - b. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
  - c. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.
3. The following shall be events of default under this Agreement:
- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  - b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
  - c. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this

Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.  
d. A violation of ARTICLE XIX, Conflict of Interest.

- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

#### **ARTICLE XIX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.

2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

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 First 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: 3/26/24

Andrew J. Johnson  
Chief Executive Officer  
"Consultant"

By: **Sherri Conley** \_\_\_\_\_

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

Sherri A. Conley  
Corporate Secretary

Digitally signed by  
Sherri Conley  
Date: 2024.03.27  
19:36:59 -07'00'

OCCU-MED, Ltd.

Amended Exhibit B

Amended Fee Schedule / Component Costs

Examination/Service	Jovine - Year 1	Jovine - Year 2	Barton - Year 1	Barton - Year 2	West Sacramento		American River Urgent Care - Year 1	American River Urgent Care - Year 2	McNP - Year 1	Safeway - Year 1	Safeway - Year 2	Hearing Sense Audiology - Year 1	Hearing Sense Audiology - Year 2	Sacramento Heart and Vascular and Renal Cardiology - Year 1	Sacramento Heart and Vascular and Renal Cardiology - Year 2
					Urgent Care - Year 1	Urgent Care - Year 2									
General Physical Exam	\$106.00	\$111.30	\$132.50	\$139.13	\$125.88	\$131.17	\$132.50	\$139.13	\$118.26	NA	NA	NA	NA	NA	NA
General Physical Exam - Home	\$106.00	\$111.30	\$132.50	\$139.13	\$125.88	\$131.17	\$132.50	\$139.13	\$118.26	NA	NA	NA	NA	NA	NA
DOT Exam	\$193.45	\$203.12	\$132.50	\$139.13	\$115.88	\$131.17	NA	NA	\$159.99	NA	NA	NA	NA	NA	NA
Drug Screen - non DOT	\$82.38	\$64.49	\$65.15	\$68.41	\$62.50	\$65.63	\$62.50	\$65.63	\$65.63	NA	NA	NA	NA	NA	NA
Drug Screen - DOT	\$82.38	\$64.49	\$65.15	\$68.41	\$62.50	\$65.63	\$62.50	\$65.63	\$65.63	NA	NA	NA	NA	NA	NA
Alcohol Testing	NA	NA	\$120.58	\$126.69	\$59.63	\$62.61	NA	NA	NA	NA	NA	NA	NA	NA	NA
POST Physical Exam	\$106.00	\$111.30	\$132.50	\$139.13	\$125.88	\$131.17	\$132.50	\$139.13	\$118.26	NA	NA	NA	NA	NA	NA
Audiogram, screening	\$62.38	\$65.39	\$60.95	\$64.00	\$59.63	\$62.61	\$59.63	\$62.61	\$65.63	\$48.69	NA	NA	NA	NA	NA
Spirometry	\$135.48	\$132.17	\$99.38	\$104.34	\$68.35	\$69.56	\$68.35	\$69.56	\$69.56	\$69.56	NA	NA	NA	NA	NA
Resting Electrocardiogram (ECG)	\$110.25	\$125.21	\$81.48	\$87.65	\$66.13	\$69.43	\$66.13	\$69.43	\$99.34	\$194.34	\$69.56	NA	NA	NA	NA
Stress Electrocardiogram (ECG)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Cardiac Stress Test with Treadmill	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Pandrol Protein Derivative (PPD) Exam	\$53.00	\$55.65	\$59.63	\$62.61	\$39.75	\$41.74	\$53.00	\$55.65	\$41.74	NA	NA	NA	NA	NA	NA
Cholesterol	\$55.00	\$57.75	\$56.00	\$58.00	\$56.00	\$58.00	\$56.00	\$58.00	\$58.00	\$58.00	NA	NA	NA	NA	NA
Coumadin - LabCorp	\$106.00	\$111.30	\$106.00	\$111.30	\$106.00	\$111.30	\$106.00	\$111.30	\$111.30	\$111.30	NA	NA	NA	NA	NA
Blood Lead	\$25.00	\$26.25	\$25.00	\$26.25	\$25.00	\$26.25	\$25.00	\$26.25	\$26.25	\$26.25	NA	NA	NA	NA	NA
Complete Blood Count (CBC)	\$20.00	\$21.00	\$20.00	\$21.00	\$20.00	\$21.00	\$20.00	\$21.00	\$21.00	\$21.00	NA	NA	NA	NA	NA
Chem Panel	\$25.00	\$26.25	\$25.00	\$26.25	\$25.00	\$26.25	\$25.00	\$26.25	\$26.25	\$26.25	NA	NA	NA	NA	NA
MMRV Vaccine	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$126.14	\$132.45	NA	NA	NA	NA
Hepatitis A Vaccine	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$115.08	\$120.83	NA	NA	NA	NA
Hepatitis B Vaccine	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$113.77	\$118.94	NA	NA	NA	NA
Tdap Vaccine	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$71.97	\$74.63	NA	NA	NA	NA
Rabies Vaccine	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$480.24	\$514.75	NA	NA	NA	NA
Urinalysis	\$15.00	\$15.75	\$15.00	\$15.75	\$15.00	\$15.75	\$15.00	\$15.75	\$15.75	NA	NA	NA	NA	NA	NA
Chest X-Ray PA	\$99.38	\$104.34	\$111.63	\$118.26	\$106.00	\$111.30	\$111.63	\$118.26	\$118.26	NA	NA	NA	NA	NA	NA
Chest X-Ray PA and Lat	\$119.25	\$125.21	\$131.53	\$138.60	\$106.00	\$111.30	\$139.13	\$146.08	\$139.13	NA	NA	NA	NA	NA	NA
Pulmonary Function	\$135.88	\$132.17	\$99.38	\$104.34	\$66.25	\$69.56	\$66.25	\$69.56	\$69.56	\$69.56	NA	NA	NA	NA	NA
Hearing in Noise Test (HINT)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$343.75	\$360.94	NA	NA
Color Vision Exam	\$34.50	\$36.23	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Hardy-Rand-Ristler	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$27.83	NA	NA	NA	NA	NA
Vaccines	\$46.18	\$48.69	\$30.43	\$32.00	\$46.28	\$48.69	\$46.28	\$48.69	\$48.69	\$48.69	NA	NA	NA	NA	NA
OSHA Questionnaire	\$35.00	\$36.75	\$35.00	\$36.75	\$35.00	\$36.75	\$35.00	\$36.75	\$36.75	\$36.75	NA	NA	NA	NA	NA
QAL Fee	\$95.00	\$97.75	\$95.00	\$97.75	\$95.00	\$97.75	\$95.00	\$97.75	\$97.75	\$97.75	NA	NA	NA	NA	NA
Marijuana (THC) Oral Fluid Drug Screen	NA	\$42.28	NA	NA	NA	\$71.50	NA	NA	NA	NA	NA	NA	NA	NA	NA

OCCU-MED, Ltd.

Exhibit D

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_ YES  NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_ YES  NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

3/26/24  
Date

[Signature]  
Signature of authorized individual

OCCU-MED  
Type or write name of company

Andy Johnson  
Type or write name of authorized individual