

ORIGINAL

OCCU-MED, Ltd.

Professional Occupational Health Consulting Services

AGREEMENT FOR SERVICES #3576

THIS AGREEMENT, 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 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, County has determined that it is necessary to obtain a consultant to provide professional occupational health consulting and related services;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, equipment, and services necessary to provide professional occupational health consulting and related services. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof. The specific service requested for each assignment will be indicated on a Human Resources Referral Form provided to Consultant from County.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All digital photographs, if any, shall be submitted on CD-ROMs in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in

language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Contractor shall submit all deliverables to COUNTY's Contract Administrator, or designee. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XII, Default, Termination, and Cancellation, herein.

All of the services included in this Article and Exhibit A are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subcontractor, if applicable, for services rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years thereafter.

ARTICLE III

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, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule / Component Costs," incorporated herein and made by reference a part hereof. The fees listed in Exhibit B may be adjusted annually with option year pricing to be submitted at least ninety (90) days prior to the anniversary date of this Agreement upon written request from Consultant and subject to prior written approval from County's Contract Administrator or designee. Any fee increases authorized by County shall not increase the total not-to-exceed amount of the Agreement.

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's costs for the services being billed on those invoices.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel and subsistence (per diem) and mileage expenses, if applicable, for Consultant's staff or for subconsultant's claims for reimbursement shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of

California Department of Human Resources rates. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. If the rates invoiced are in excess of these authorized rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to County upon demand. For the purposes of this Agreement, only mileage expenses for Consultant and for subconsultants, if applicable, shall be eligible for reimbursement. No reimbursements for travel and subsistence (per diem) expenses for Consultant or subconsultants shall be allowed.

The total amount of this Agreement shall not exceed \$237,600, inclusive of all costs 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
330 Fair Lane
Placerville, California 95667

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.

ARTICLE IV

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.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE VII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

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 Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. 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.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement 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 upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as 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 XIII

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 in duplicate and addressed as follows:

To County:

County of El Dorado
Human Resources
330 Fair Lane
Placerville, California 95667

Attn.: Tameka Usher
Director

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Procurement & Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

OCCU-MED, Ltd.
2121 West Bullard Avenue
Fresno, California 93711

Attn.: James A. Johnson, President & CEO

or to such other location as Consultant directs.

ARTICLE XIV

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 as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's 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 XV

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers, agents, employees, and representatives, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance

evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

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 Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE XX

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race,

religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXI

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIV

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Charlotte Clarke, Labor Relations Manager, Human Resources Division, County of El Dorado, or successor.

ARTICLE XXVII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXVIII

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXX

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

By: Charlotte Clarke

Charlotte Clarke
Labor Relations Manager

Dated: 1/7/19

Requesting Department Concurrence:

By: Tameka Usher

Tameka Usher
Director
Human Resources

Dated: 1/7/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: Michele Werni

Dated: 1/7/19

Purchasing Agent
Chief Administrative Office
"County"

--OCCU-MED, LTD.--

By: James A. Johnson

Dated: 12/27/18

James A. Johnson
President & CEO
"Consultant"

By: Devonna M. Kaji, MD

Dated: 12/27/18

Devonna M. Kaji, M.D.
Corporate Secretary

OCCU-MED, Ltd.

Exhibit A

Scope of Work

Consultant shall perform all professional and technical services as outlined below which shall include, but not be limited to:

1 - General

- A. Based on its health screenings/physical examinations of a job applicant/employee, Consultant shall advise County of the following:
 - 1. The applicant/employee's physical limitations, if any, and the specific job tasks that cannot be performed and/or environmental conditions, if any, that are related to any risk to health and safety.
 - 2. Changes that may be made to permit the job tasks to be performed and/or eliminate/reduce the risk. Consultant shall make no determination of whether job tasks are essential to the position in question. Any changes that are recommended are advisory only, based on the physician's general understanding of the job and environment in question, and are not intended to supplant the right of County to determine what modifications are available and reasonable.

- B. To the extent that other conditions are identified, Consultant shall also:
 - 1. Notify the employee/applicant of any medical condition, identified during the limited medical evaluation that County requested, that Consultant believes requires further attention, and recommend that the employee/applicant seek care from his or her personal provider, thereby encouraging health and wellness, leading to a more productive workforce.
 - 2. Upon authorization of the employee/applicant, Consultant shall inform his or her medical provider by transmitting copies of the medical records created during the visit.
 - 3. For candidates subject to Peace Officer Standards & Trainings (POST) exams, Consultant shall facilitate additional screenings as required by law.

- C. Consultant shall maintain a medical record for each individual that will contain records of employer requested services, in addition to past, present, and future services requested by the employee/applicant.

- D. Consultant shall maintain necessary equipment and trained personnel required to assure prompt scheduling of medical examinations.
- E. Consultant shall maintain capacity to perform up to three hundred fifty (350) exams per year and up to four (4) exams on any given day.
- F. Any examination or medical conclusion shall be based on the information furnished by County and the physician's general understanding of the requirements of jobs of similar nature. Consultant conducts such examinations with County's assurances that the examination and Consultant's medical inquiries are job-related and consistent with the business needs of County, and otherwise comply with all applicable legal obligations.
- G. Consultant shall inform the employee/applicant directly of all abnormal findings and recommendations for follow-up that are of a non-occupational nature. Notation of recommended follow-up shall be documented in the clinical record. With the exception of fitness-for-duty evaluations and examinations, any recommendations for follow-up that are related to work performance shall be reported to County and to the employee within three (3) business days of the evaluation. Any recommendations for follow-up that are work-related and forwarded to County shall not include confidential medical information unless specifically allowed by law and upon a request by County.

2 - Examinations Performed

- A. Pre-employment (post-offer) medical evaluations/examinations
 - 1. Pre-employment (post-offer) medical evaluations/examinations of persons who are offered employment shall assess:
 - a. Physical findings and current functional capacity of the individual.
 - b. Significant past medical history relative to the person's abilities to perform the essential functions of the job.
 - 2. Pre-employment (post-offer) evaluations/examinations shall be in accordance job classification groups.
 - 3. County may revise, permanently or on a case-by-case basis, the examination components and requirements for an individual applicant/employee or classification. Revision will be given expressly prior to examination, and shall not exceed the scope of this Agreement.
 - 4. Pre-employment (post-offer) Evaluations/Examinations classification groups shall be defined as follows:

- i. Group I: Heavy Physical Demands Enforcement – POST and/or firearms including actual or potential exposure to chemicals, hazardous vapors/fumes, heavy metals, respiratory irritants/carcinogens and hearing insult.
- ii. Group II: Heavy to Moderate Physical Demands, Hazmat Response, and non-POST including actual or potential exposure to chemicals, hazardous vapors/fumes, heavy metals, respiratory irritants/carcinogens and hearing insult.
- iii. Group III: Light to moderate physical demands including actual or potential exposure to blood borne pathogens, aerosolized infectious disease, hazardous biological agents, pesticides and chemicals.
- iv. Group IV: Light physical demands with field work and driving responsibilities with no hazard exposures beyond that of the general public.
- v. Group V: Sedentary no physical demands beyond that of the typical business office.

5. Respirator Use Classifications Medical Clearance

1. Evaluate using a medical questionnaire to determine the ability to safely use a respirator for applicants or employees in job classes requiring respirator use, as identified by County.
2. Issue a written recommendation regarding the applicant's or employee's ability to use a respirator consistent with Occupational Safety and Health Administration (OSHA)/CALOSHA standards.

B. Drug/Alcohol Screening

1. Drug/Alcohol screening for safety-sensitive classifications as requested by County.
2. Drug/Alcohol screening for additional job classifications as requested by County.
3. Medical Review Officer (MRO) interpretation and determination of the specimen drug testing results.

4. MRO interpretation and determination of the specimen drug testing results for reasonable suspicion as requested by County.

C. Fitness-for-duty Evaluations, Examinations and Consultation for Job Fitness Determinations as Requested by County

1. Exams shall be limited to determining an employee's ability to perform the essential duties of the position safely without endangering himself or herself or others due to his or her medical condition. This initial evaluation and finding are to be scheduled and completed within two (2) weeks of request.
2. Report shall include the following:
 - a. Employee's current work restrictions and functional limitations.
 - b. Employee's condition, whether temporary or permanent of a long term and uncertain duration, that would make them unfit for duty.
 - c. If a re-evaluation is recommended, report shall include information on when the re-evaluation should be conducted and when an employee can be expected to return to work.

D. Reporting

1. Provide County periodic reports on the number and types of exams processed and the outcome of each exam. Consultant shall provide County, in response to a specific request, other periodic or status reports.
2. Provide an annual report documenting the results of Consultant's work if requested. Consultant shall also serve as an on-going resource for medical (i.e. what level of hearing loss is acceptable for a nurse), legal (i.e. what to do when California State law conflicts with Americans with Disabilities Act [ADA]).

E. Assistance with Appeals as requested.

Consultant shall assist County, when requested, in responding to appeals that may be filed as a result of medical disqualification of an applicant. This assistance shall include a review of medical information submitted by the applicant, telephone consultation with County, research each and possible direct testimony.

F. Job and Medical Profiles

1. Review and recommended revisions to current County job and medical job class profiles to determine the relevancy and validate the current physical level required.
2. For all new county job classes, conduct an assessment of the physical abilities needed to perform each job by development of a job profile. Using established job profiles, develop a medical exam profile for each profile identifying all physical and environmental job requirements and potential job related medical requirements.

3 - Scheduling

- A. Providers shall be available to provide medical examinations between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Facilities and equipment shall be accessible to persons with physical disabilities.
- B. Pre-employment (post-offer) evaluations requests will provided by County to Consultant. Consultant shall contact employee/applicant within two (2) business hours, and shall schedule and complete examination appointment within two (2) business days, unless employee/applicant and County agree to delay exam.
- C. Each pre-employment (post offer) evaluation and respective diagnostic, screening, and lab test, must be performed in a single time period on the same day. This time period must not exceed four (4) hours, except where such performance is beyond reasonable control. Any change in such performance will require the prior authorization of County.

4 - Qualifications of Staff

- A. A physician who is trained in occupational medicine and workers compensation (preferably board certified in occupational medicine) shall conduct all examinations and analysis and shall render a medical work clearance determination specific to the requirements of the job classification. A licensed physician certified in radiology shall interpret X-ray films.
- B. When administered, the maximal exercise cardiac stress electrocardiogram (EKG) shall conform to the Bruce Protocol and shall be performed and interpreted by a cardiologist or physician board certified in

internal medicine. The interpretation report shall include a copy of the baseline EKG.

- C. Maximal exercise treadmill cardiac stress testing by Bruce Protocol shall be performed by a licensed board certified or eligible cardiologist, internist, or qualified family practitioner. Tests shall include a copy of the baseline EKG.
- D. A certified pulmonary technician or a person who has completed a National Institute for Occupational Safety and Health (NIOSH) approved course in pulmonary function testing shall administer spirometry assessment.
- E. Upon request by County, Consultant shall provide a written proposal to provide expert witness services such as a physician or other specialist that may be required to testify or to assist County in ADA and civil rights litigation by providing research testimony and experts to support work fitness decisions. County retains the discretion to identify the individuals who will provide assistance and testimony in legal proceedings.

5 - Notification Needs

- A. The Medical Examination results shall be provided to County within three (3) business days of the completed pre-employment (post-offer) evaluation. Consultant shall also notify County if an applicant declines to accept any immunizations recommended for the classification.
- B. Preparation of a descriptive summary which provides expansion and/or clarification of positive indicators on the health history questionnaire, specifically targeting applicants previous work injuries and occupational exposures, use of prescription & nonprescription medication, and potential that the applicant has falsified information on the questionnaire, e.g., no history of chronic back or joint pain; however on examination, a limited range of motion and a surgical scar is noted.
- C. Preparation of a descriptive summary outlining the medical qualification of the employee/applicant in the following categories:
 - 1. Conditions identified which conflict with the individual's ability to safely address the physical demands of the position being applied for or currently held.

2. Functional limitations and corresponding job duty restrictions in the event applicant or employee was found to have a medical condition which will interfere with ability to safely perform the essential duties of the position.
 3. Further evaluation tests or consultation outcomes with County in the event that further evaluation is required and/or subspecialty assessment is deemed appropriate.
 4. Detailing other health-related information that is necessary for County to determine employability of the individual.
- D. The physician shall render a determination as to the capacity of the prospective employee to perform the essential functions of the job classification at the time of placement and show the probability of minimal risk of injury to themselves or others. The examiner shall also render a determination as to those individuals who should be eliminated from placement based on an inability to perform the job at the time of examination, or who could do so only at an unduly high risk of injury to themselves or others. The term injury is defined as an event or condition that:
1. Is connected with, or occurs as a result of the performance of job-related duties; and
 2. Shows a substantial and imminent probability of aggravating or precipitating a physical condition, disease, or syndrome that is inconsistent with continued safe and efficient job performance; and
 3. Affect those physical abilities that are necessary and required for the safe and efficient performance of the essential duties of the job; and
 4. Is consistent with the examination and evaluation protocols, which are outlined by the most current edition of the California Commission on Peace Officers Standards and Training (POST), specific to all safety classifications and/or those jobs specified by the County.

For all Pre-employment evaluations, the physician shall translate pertinent medical findings into functional placement data, which shall be transmitted (Medical Examination Report) to County. The functional assessments shall

contain specific details on medical diagnoses and relate to the individual's capability of fulfilling employment requirements.

6 - Pre-Employment Medical Examination Summary Reports are defined as follows:

- A. **Medically Qualified** – Indicates that no medical condition has been identified which conflicts with the individual's ability to safely perform the essential duties of the position being applied for or currently held.
- B. **Conditionally Qualified** – The applicant or employee was found to have a medical condition that could interfere with the individual's ability to safely perform the essential duties of the position. The physician shall note any activity restrictions on the Health Status Report. County will review these restrictions and functional limitations to determine if such limitations will impose an undue hardship upon the employing department's ability to provide service.
- C. **Recommendation Delayed for Qualification** – Indicates that the physician is not willing to make a placement decision without further evaluation, tests, or consultation with County.
- D. **Medically Disqualified** – Applicant has been deemed unsuitable for job classification.

7 - Extended Assessment

For Recommended Delay for Qualification (RDQA), Consultant shall communicate to County the need for further evaluation, tests, physical capacity testing, and/or subspecialty assessment in the event that a more comprehensive evaluation is necessary to render a medical qualification determination.

8 - Conflict of Interest

Consultant shall inform the employee or appointee of an acute medical condition requiring urgent medical treatment if identified during the examination. The referral by Consultant of a client (seen while the Consultant is under contract to County) to a private service in which the Consultant has an interest, financial or otherwise, represents a potential conflict of interest. Therefore, no person employed by or under contract to County shall refer a client to his/her private practice or to a private practice in which she/he has an interest, financial or otherwise.

OCCU-MED, Ltd.

Exhibit B

Fee Schedule / Component Costs

MED7 Urgent Care

Examination/Service	Fee
General Physical Exam	\$69
General Physical Exam – Hazmat	\$69
Fitness for Duty Examination	See Attached
Drug Screen – non DOT	\$59
Drug Screen – DOT	\$59
Alcohol Testing	\$23
POST Physical Exam	\$69
Audiogram, screening	\$28.75
Spirometry	\$46
Resting Electrocardiogram (EKG)	\$109.25
Stress Electrocardiogram (EKG)	\$250
Cardiac Stress Test with Treadmill	\$250
Purified Protein Derivative (PPD) Exam	\$28.75
Complete Blood Count (CBC)	\$20
Chem Panel	\$25
MMRV Vaccine	\$88.98
Hepatitis A Vaccine	\$88.18
Hepatitis B Vaccine	\$88.93
Tdap Vaccine	\$54.02
Urinalysis	\$15
Chest X-Ray PA	\$57.50
Chest X-Ray PA and Lat	\$86.25
Pulmonary Function	\$46
Hearing in Noise Test (HINT)	\$350
Color Vision Exam	\$34.50
Venipuncture	\$23
QA2 Fee	\$85.00
Rabies Vaccine	\$336.36
B-Reader Interpretation	\$51.75
10-Panel Drug Screen	\$59

**Fee Schedule / Component Costs
Rapid Care**

Examination/Service	Fee
General Physical Exam	\$109.25
General Physical Exam – Hazmat	\$109.25
Fitness for Duty Examination	See Attached
Drug Screen – non DOT	\$59
Drug Screen – DOT	\$59
Alcohol Testing	\$40
POST Physical Exam	\$109.25
Audiogram, screening	\$34.50
Spirometry	\$52.90
Resting Electrocardiogram (EKG)	\$54.05
Stress Electrocardiogram (EKG)	\$250
Cardiac Stress Test with Treadmill	\$250
Purified Protein Derivative (PPD) Exam	\$20.70
Complete Blood Count (CBC)	\$20
Chem Panel	\$25
MMRV Vaccine	\$88.98
Hepatitis A Vaccine	\$88.18
Hepatitis B Vaccine	\$88.93
Tdap Vaccine	\$54.02
Urinalysis	\$15
Chest X-Ray PA	\$80.50
Chest X-Ray PA and Lat	\$120.75
Pulmonary Function	\$52.90
Hearing in Noise Test (HINT)	\$350
Color Vision Exam	\$34.50
Venipuncture	\$23
QA2 Fee	\$85
Rabies Vaccine	\$336.36
B-Reader Interpretation	\$51.75
10-Panel Drug Screen	\$59

**Fee Schedule / Component Costs
Barton Occ Health**

Examination/Service	Fee
General Physical Exam	\$115
General Physical Exam – Hazmat	\$115
Fitness for Duty Examination	See Attached
Drug Screen – non DOT	\$61.30
Drug Screen – DOT	\$61.30
Alcohol Testing	N/A
POST Physical Exam	\$115
Audiogram, screening	\$52.90
Spirometry	\$86.25
Resting Electrocardiogram (EKG)	\$72.45
Stress Electrocardiogram (EKG)	\$316.25
Cardiac Stress Test with Treadmill	\$316.25
Purified Protein Derivative (PPD) Exam	\$51.75
Complete Blood Count (CBC)	\$20
Chem Panel	\$25
MMRV Vaccine	\$88.98
Hepatitis A Vaccine	\$88.18
Hepatitis B Vaccine	\$88.93
Tdap Vaccine	\$54.02
Urinalysis	\$15
Chest X-Ray PA	\$97.75
Chest X-Ray PA and Lat	\$157.55
Pulmonary Function	\$86.25
Hearing in Noise Test (HINT)	\$350
Color Vision Exam	\$34.50
Venipuncture	\$26.45
QA 2 Fee	\$85
Rabies Vaccine	\$336.36
B-Reader Interpretation	\$51.75
10-Panel Drug Screen	\$61.30



James A. Johnson
President & CEO

Standard Fees Charged for FFD Consulting Services
2018

Staff: \$75/hour (Job Analysis, Basic Research)

Senior Staff: \$115/hour (Advanced research, reasonable accommodation investigation, assistance with appeals, and return-to-work issues)

Executive Staff: \$175/hour (research, project design, systems development)

Legal Staff and Medical Staff: \$250 - \$275/hour

Independent Medical Evaluation: Actual Charges

Mileage Charges: In accordance with ARTICLE III, Compensation for Services

Printing Charges: \$0.20/page, as appropriate

Mailing Charges: Actual charges

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El Dorado County Fee Schedule 7-16-18	Fees	Fees
<u>Medical Evaluation Component</u>	<u>National</u>	<u>Southern California</u>
Physical Exam	\$ 110.00	\$ 88.14
Audiogram 500-8000 Hz.	\$ 39.00	\$ 39.26
PPD Skin Test	\$ 41.60	\$ 27.04
Chest X-Ray 1-View (PA)	\$ 75.00	\$ 59.54
Chest X-Ray 2-View (PA + LAT)	\$ 90.00	\$ 87.10
Pulmonary Function Test (PFT)	\$ 54.60	\$ 54.86
Resting EKG	\$ 71.50	\$ 61.62
Stress EKG (Treadmill)	\$ 250.00	\$ 222.30
Venipuncture	\$ 39.00	\$ 22.10
Complete Blood Count (CBC) with diff.	\$ 20.00	\$ 20.00
Chemistry Panel 23	\$ 25.00	\$ 25.00
Occu-Panel A	\$ 25.50	\$ 25.50
Occu-Panel B	\$ 30.50	\$ 30.50
Occu-panel C	\$ 30.50	\$ 30.50
Occu-Panel D	\$ 35.50	\$ 35.50
Occu-Panel E	\$ 40.00	\$ 40.00
Hepatitis B&C Virus Screening	\$ 83.00	\$ 83.00
Urinalysis Gross & Microscopic	\$ 12.00	\$ 12.00
RBC Cholinesterase	\$ 40.00	\$ 40.00
Cholinesterase, Serum	\$ 40.00	\$ 40.00
Heavy Metals Testing	\$ 68.00	\$ 68.00
Urinalysis G&M Collection	\$ 26.00	\$ 19.50
Drug Screen	\$ 36.00	\$ 36.00
Urine Collection	\$ 39.00	\$ 29.38
DOT Exam	\$ 110.00	\$ 104.52
OSHA 1910 Respirator Questionnaire Review	\$ 25.00	\$ 25.00
SCBA Physical (Respirator Physical)	\$ 90.00	\$ 97.50
QA2 Fee (scheduling and review)	\$ 85.00	\$ 85.00
Vaccines:		
MMR Vaccine	\$ 101.36	\$ 101.36
TDAP	\$ 59.76	\$ 59.76
Varicella	\$ 153.62	\$ 153.62
Influenza	\$ 33.92	\$ 33.92
Hepatitis A Vaccine (per shot)	\$ 99.68	\$ 99.68
Hepatitis B Vaccine (per shot)	\$ 100.53	\$ 100.53
Rabies Vaccine (per shot)	\$ 350.99	\$ 350.99
Titers:		
MMR Titer	\$ 45.00	\$ 45.00
Hepatitis A Titer	\$ 21.00	\$ 21.00
Hepatitis B Titer	\$ 21.00	\$ 21.00
Varicella Titer	\$ 18.00	\$ 18.00
Rabies Titer	\$ 80.00	\$ 80.00
Hardy Rand Rittler Color Vision Sacramento or		\$ 65.00
Hearing In Noise Test (HINT) Sacramento		\$ 350.00