

COUNTY OF ALAMEDA

Attachment

to

RFP No. 901673

for

Pre-Employment Medical Standards

This County of Alameda, General Services Agency (GSA) Questions & Answers (Q&A) has been electronically issued to potential bidders via e-mail. E-mail addresses used are those in the County's Small Local Emerging Business (SLEB) Vendor Database or from other sources. If you have registered or are certified as a SLEB, please ensure that the complete and accurate e-mail address is noted and kept updated in the SLEB Vendor Database. This Q&A will also be posted on the GSA Contracting Opportunities website located at http://acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp.



Alameda County is committed to reducing environmental impacts across our entire supply chain. If printing this document, please print only what you need, print double-sided, and use recycled-content paper

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of November 9, 2009, is by and between the County of Alameda, hereinafter referred to as the "County", and OCCU-MED, Ltd., hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain pre-employment medical standards and evaluation services which are more fully described in Exhibit A hereto ("Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide pre-employment medical standards and evaluation services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit A-1	Scope of Services
Exhibit B	RFP Bid Form
Exhibit B-1	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contract Compliance Reporting Requirements
Attachment I	Fees
Attachment II	Medical Exam Component Profile Model A-H

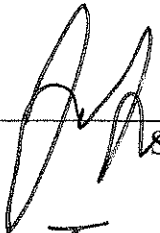
The term of this Agreement shall be from October 20, 2009 through October 19, 2012.

The compensation payable to Contractor hereunder shall not exceed One Hundred Seven Thousand Eight Hundred dollars (\$107,800) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

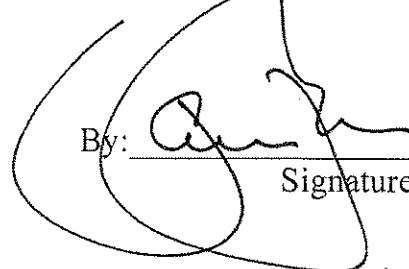
OCCU-MED, Ltd.

By:  _____
Signature

Name: John Glan
(Printed)

Title: Purchasing Agent

Date: 11/6/09

By:  _____
Signature

Name: JAMES A. JOHNSON
(Printed)

Title: President

Date: 9/22/09

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is in any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. INSURANCE AND BOND: Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. PREVAILING WAGES: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. WORKERS' COMPENSATION: Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and

further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's

services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: County of Alameda
Risk Management Unit
1106 Madison, Suite 233
Oakland, CA 94607
Attn: Michael Chan

To Contractor: OCCU-MED, Ltd.
7050 N. Fresno Street, Suite 101
Fresno, CA 93720
Attn: James A. Johnson

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:
Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812,

including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County its authorized agents, officers, or employees, for examination any and all ledger books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Pre-employment Medical Standards and Evaluation Services shall not exceed \$107,800 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION: Contractor shall subcontract with Fremont Urgent Care (3161 Walnut Ave. Fremont, CA 94538, Principal, John Giddens M.D.), for services to be provided under this Agreement in an amount of at least twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision.

Participation of a small and/or emerging local business must be maintained for the term of this contract. Contractor shall not substitute the small and/or emerging local business(s) listed in this agreement without prior written approval from the County. County will be under no obligation to pay contractor for the percent committed to a small and/or local business if the work is not performed or not performed by the listed small and/or emerging local business. Said requests to substitute a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance Officer.

Contractor shall provide SLEB utilization reports when invoicing the County utilizing the Alameda County Compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the County web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they

and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System.

Contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org if you have any other questions regarding utilization of the Alameda County Contract Compliance System.

22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.

28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; ~~and~~ (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor.

36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor will provide pre-employment medical standards and evaluation services in accordance with Section D "Specific Requirements" and Section F "Deliverables/Reports" within County's Request for Proposal (RFP) No.900444, and Exhibit B, Bid Form, Attachment I - Fees, and Attachment II - Medical Exam Component Profile Model A through H of Contractor's proposal dated May 7, 2009. Said sections are incorporated herein by reference and attached hereto as Exhibit A-1, Exhibit B, Exhibit B-1, Attachment I and Attachment II.
 - a. In the event of any conflict (direct or indirect) among any of the above-referenced exhibits, the more stringent requirements providing the County with the broader scope of services shall have precedence. such that the scope of work described in the RFP sections and the scope of work described in Contractor's proposal shall both be performed to the greatest extent feasible.
2. Contractor's project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

James A. Johnson J.D.	President & CEO
Devonna M. Kaji M.D.	Medical Director
James Roth, D.O.	Corporate Medical Advisor
George Kiessling	Exam Scheduling Manager
Sean Edin	Director of Ancillary Medical Services –Program Manager
Kyle Zimmer	Program Manager
Kurt Belluomini	Director of Finance
Christopher St. George	Director of Risk Services
John Giddens M.D.	Fremont Urgent Care Physician/Owner

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A -1

SCOPE OF SERVICES

A. SPECIFIC REQUIREMENTS

1. Contractor will develop legally defensible pre-employment medical exam protocols for each County job classification in each agency/department within one (1) year from the contract effective date. Protocols shall be updated as new classifications are added or modified.
2. Based on the protocols, Contractor shall develop and maintain a matrix of the tests that are required for each job classification per department.
3. Contractor will update and validate the Medical History Questionnaires and the Medical Exam Clearance Form in the first year of the contract.
4. Contract provider will create and maintain the matrix of the tests and update it as new job classes and Essential Function Job Analyses (EFJA) are created or existing ones are modified.
5. Contractor will assist with the preparation of Employment Agreements, for employees placed with accommodations to sign agreeing to abide by the necessary restrictions.
6. Additional assistance provided by the Contractor shall include the following:
 - a. Submission of legally defensible hiring recommendations;
 - b. Assistance with reasonable accommodation recommendations;
 - c. Assistance in defending hiring decisions in legal proceedings, if required;
 - d. A consultation relative to pre-placement, return-to-work, and fitness-for-duty issues; and,
 - e. Periodic reports documenting the results of Contractor's work upon request.

These services will be provided as stated in Exhibit B, Bid Form.

7. Contractor will provide training to the agencies/departments and medical providers on how to implement the pre-employment medical exam protocols. Contractor shall provide four trainings in the first year and one annually in subsequent years of the contract.
8. Contractor will provide ongoing communication, training, and coordination of services with the County and with the medical providers to insure:
 - a. Timely and accurate exchange of medical exam requirements and results;

- b. Assistance in the interpretation of existing and/or new laws and regulations affecting medical exam standards, and making recommendations to modify existing protocols, as well as assisting departments with accommodation agreements and restriction clarifications and;
- c. Implementation of any recommended and approved changes, corrections or improvements.

These services will be provided as stated in Exhibit B, Bid Form.

- 9. Contractor will assist in the legal defense of the Medical Exam protocols, Medical History Questionnaire, and Medical Exam Clearance Form in the event that they are challenged, at no additional cost to the County.
- 10. Contractor will review, validate, and update the medical history questionnaires used by the County.
- 11. Contractor will assist the County in determining which job classifications, occupational exposure, and agency/departments do not need pre-employment medical exams.
- 12. Contractor will assist the County in determining which job classifications, occupational exposures, and agency/departments need medical surveillance and testing,, if so, what type of tests or protocol are needed.
- 13. Contractor will work with the County in determining which job classifications, occupational exposures, and agency/departments need vaccines and, if so, what type of vaccines are needed.
- 14. Contractor will work with the County in determining which job classifications, occupational exposures, and agency/departments need a Respirator Protection Program.
- 15. Service: Fit-For-Duty Exam (FFD)
Provide as needed assistance to the County with its Fitness-for-Duty program which would include, but is not limited to the following:
 - a. Identify appropriate medical specialist in the Bay Area that can evaluate candidates and submit a report to RMU within 30 days of the applicant's exam.
 - b. Schedule the appointment and notify Risk Management Unit that an appointment letter needs to be sent to the applicant.
 - c. County prefers Contractor pays for the FFD exams and then bills the County for the exam and any related charges.

B. DELIVERABLES/ PORTS

1. During the first year of the contract Contractor will provide to RMU quarterly updated reports on the development of the Pre-employment Medical Exam Program.
2. In the first year of the contract contractor will provide the following documentation as outlined in the RFP:
 - a. Pre-employment Medical Exam Protocols and test matrix;
 - b. Medical History Questionnaire and Medical Exam Clearance form;
 - c. Recommended list of job positions (by job classification occupational exposure, and agency/department) exempt from pre-employment medical exams;
 - d. List of job positions for which periodic medical surveillance and testing are recommended;
 - e. Recommended list of job positions requiring vaccines;
 - f. Recommended list of job positions requiring respiratory program;
 - g. Provide legal defense of the Medical Exam protocols, Medical History Questionnaire, and Medical Exam Clearance Form in the event that they are challenged, at no additional cost to the County.; and
 - h. Provide three to four trainings in the first year and once annually there after.
3. Contractor shall provide the County with Pre-employment Medical Exam Protocol for new/revised job classifications as needed.
4. Contractor shall review Conditional Placement Exams and provide the County a detailed report on their findings and consultations as needed.

EXHIBIT B
COUNTY OF ALAMEDA
RFP No. 900444

for
Pre-employment Medical Standards & Evaluation Services
BID FORM

Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the County will pay, not to exceed the unit cost per year, for the three (3) year term of any contract that is a result of this bid. Estimated annual quantity is based on past usage and/or estimated future need and is not guaranteed. Cost will be evaluated on three (3) year Grand Total.

Description	Quantity	Unit	Inclusive Program Cost			Total Cost
Develop a County Pre-employment Medical Exam Program to include but not limited to the following: a. Exam Protocol & Matrix b. Medical History Questionnaire c. Medical Exam Waivers d. Annual Medical Exam Surveillance e. Vaccine Program f. Respirator Program g. Legal defense (approx. one per year) g. Training (3-4 in year one – annually thereafter)	An Inclusive Program	Lot				47,800.00
			Year 1	Year 2	Year 3	
Update requirements for the County Pre-Employment Medical Exam Program	Approximately 68 revised classifications per year.	Each	Included at no additional charge	6,000.00	6,000.00	12,000.00
Pre-Employment Medical Exam Program for new/revised job classifications	Approximately 90- 100 per year	Each	N/A	3,000.00	3,000.00	6,000.00
Review & consult on Conditional Placement Exams	40 to 50 per year	Each	5,000.00	5,000.00	5,000.00	15,000.00
GRAND TOTAL (for Services listed above)	XXXXXXXXXXXXXXXXXXXX					
Optional Service (not included in cost evaluation)	XXXXXXXXXXXXXXXXXXXX					
Independent Medical Evaluation Program: Refer, pay, and review IME's. (County will reimburse Contractor)	Approximately 8 cases per year.	Each				
Fitness For Duty Exams (FFD)	12-15 FFD Exams per year	Each	9,000.00	9,000.00	9,000.00	27,000.00

Bidder agrees that the price(s) quoted are the maximum they will charge during the term of any contract awarded

Firm: OCCU-MED

Signature: 

Date: 5-11-09

Printed Name: JAMES JOHNSON

Title: PRESIDENT & CEO

PAYMENT TERMS

1. The County shall pay the Contractor upon completion and acceptance of the development of the Pre-employment Medical Exam Program, including a detailed report of the completed program, within thirty (30) days upon receipt of invoice for an amount not to exceed Forty Seven Thousand Eight Hundred dollars (\$47,800).
2. The Contractor will bill the County, and the County will pay the fees for the additional services described in Exhibit B Bid Form that are not included in the development of the Pre-employment Medical Exam Program.

Should invoices for services, other than the Development of the Pre-employment Medical Exam Program, exceed the total cost per year as stated in the Contractor's submittal Exhibit B, Bid Form, but not exceed the maximum estimated number of services per year stated in Exhibit B, the Contractor will continue to provide the services to the County at no additional cost until such time the County has received the maximum number of services stated per year.

If the County requires more than the maximum estimated number of services per year stated in Exhibit B, Bid Form the Contractor will charge the County as quoted in Attachment I, Fees and Attachment II, Medical Exam Component Profile A- H.

3. Contractor will provide monthly itemized invoices for services rendered, to include the following information:
 - Date of invoice
 - Department name
 - Employee name
 - Job Class
 - Type of exam
 - Dates, list of services, and amounts
 - Recommendations
 - Any other services rendered (i.e. updating protocol, new/revised job classifications, reviews, and consultations)

4. Invoices will be submitted to and approved by the following:

County of Alameda
Risk Management Unit
1106 Madison, Suite 233
Oakland, CA 94607
Attn: Michael Chan

5. Fitness-for-Duty exams (FFD) shall be available as needed by the County. The fees for this service and Return-To-Work-Evaluations will be billed based upon the scope and complexity of each case evaluated and will follow the Standard Fee Schedule as stated in Exhibit B, Bid Form of the Contractor's submittal.

Should invoices for FFD and Return-to-Work Evaluations exceed the total cost per year as stated in the Contractor's submittal Exhibit B, Bid Form, but not exceed the maximum estimated number of services per year stated in Exhibit B, the Contractor will continue to provide the services to the County at no additional cost until such time the County has received the maximum number of services stated per year.

Should the County requires more than the maximum estimated number of services per year stated in Exhibit B, Bid Form the Contractor will charge the County as quoted in Attachment I, Fees and Attachment II, Medical Exam Component Profile A- H.

6. Total payments over the three year term of this Agreement shall not exceed the total amount of One Hundred Seven Thousand Eight Hundred dollars (\$107,800) for all services including all taxes and all other charges.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract; GSA-Purchasing (1401 Lakeside Dr. Ste 907, Oakland, CA 94612 With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract; GSA-Purchasing (1401 Lakeside Dr. Ste 907, Oakland, CA 94612) With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

EXHIBIT D

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: OCCU-MED

PRINCIPAL: JAMES A JOHNSON TITLE: PRESIDENT

SIGNATURE:  DATE: 9/22/09

EXHIBIT E

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

Attachment I
Fees

FEES

Implementation Fees

Our Fee to implement the Occu-Med System for the County of Alameda as described in this RFP is Thirty-Nine Thousand Eight Hundred Dollars (\$39,800). This Implementation Fee is based upon the work necessary to produce a quality final product, beginning with a thorough and accurate selection of County job classes to be included in our program; efficient scheduling of job analysis sessions (4 sessions per day scheduled on consecutive days with 4-5 job classes per session) for a projected total of 15 days on-site; complete and timely review of draft data submitted; and concluding with a firm and focused start date. Actual out-of-pocket expenses (travel, lodging, meals) during the implementation period are included in the implementation fee.

This fee covers all implementation services dictated in this proposal, including: a) On-site job analysis for all selected job classes (projected – 15 days); b) Data analysis and the preparation of Job Profiles and Medical Examination Component Profiles for all jobs studied (projected – 5 days); c) Exposure analysis that will identify those jobs, based on data collected during job analysis, which will require additional testing and/or immunizations (projected – 2 days); d) Client Orientation sessions (4 sessions during the first year of the contract and one session annually thereafter) for designated Human Resources, Risk Management and department staff in usage of the Occu-Med System; e) Clinic Training for medical providers performing placement exams for the County that will include Occu-Med forms and documentation to be delivered to the clinic physicians and pertinent clinic staff.

QA² Fees

The Occu-Med QA² service covers all work required for our medical examination reviews and reports and for our on-going consultation as listed:

- Medical examination scheduling
- Exam harvesting to minimize delays caused by the failure of clinics to submit exams to Occu-Med in a timely fashion
- Review and evaluation of completed medical examinations (EXAMQA) with results sent to you on the same day that the exam is received
- Written reports for each review undertaken for each applicant
- Employment Agreements for any employees placed with accommodations
- Additional reviews for applicants with medical or physical conditions requiring further testing or submission of additional information
- Explanation (by telephone and by letter) to prospective employees of additional medical information necessary for job clearance
- Submission of legally defensible hiring recommendations
- Assistance with reasonable accommodation recommendations
- Consultation relative to pre-placement, return-to-work, and fitness-for-duty issues
- RDQA services
- Review of clinic and laboratory invoices for accuracy for exams scheduled with Occu-Med
- Submission of clear and correct invoices to the client for exams scheduled with Occu-Med
- Periodic reports documenting the results of Occu-Med's work
- OSHA compliant medical evaluation programs and administration.

QA² service fees are based on job class pricing models that include medical exam components typically applied to those job classes. The exact array of medical examination components cannot be determined until job analysis has been completed, since (following passage of AB 2222 in 2001) each medical exam component must be specifically job related and consistent with business necessity. Most job class medical exams will be expected to fall within one of the models provided, and Occu-Med will honor the fees quoted for each.

The attached Medical Exam Component Profiles (MECPs) comprise the most probable variations of exams for the County. Specific job class MECPs will be a product of job analysis, as discussed in the previous paragraph. The implementation process will include the approval of all job class MECPs and pricing by the County.

Medical Exam Component Profile Pricing Models:

- Exam Pricing Model A - \$667.75
- Exam Pricing Model B - \$639.25
- Exam Pricing Model C - \$449.25
- Exam Pricing Model D - \$339.50
- Exam Pricing Model E - \$316.50
- Exam Pricing Model F - \$281.50
- Exam Pricing Model G - \$233.00
- Exam Pricing Model H - \$136.50
- Medical History Review Only - \$50.00

Fitness-For-Duty and Return-To-Work Evaluations

Fees for the following will be billed based upon the scope and complexity of each case evaluated and will follow the Standard Fee Schedule below.

- Fitness-for-duty evaluations
- Return-to-work (following injury or illness) evaluations

Standard Fees Charged for Consulting Services and Fitness-For-Duty-Evaluations

Administrative: \$45/hour (Copying, etc.)

Staff: \$55 - \$75/hour (Job Analysis, Basic Research)

Senior Staff: \$125/hour (Advanced research, reasonable accommodation investigation, assistance with appeals, and return-to-work issues)

Nurse Case Management: \$145/hour (billed at tenths of an hour)

Executive Staff: \$200/hour (Legal research, project design, systems development)

Legal Staff and Medical Staff: \$250/hour

"Projected Future Cost of Medical Services Analysis": \$900 Per Report

Mileage Charges: Will correspond to current IRS rates

Mailing: Actual Charges

Attachment II
Medical Exam Component Profile
Model A-H



MEDICAL EXAM COMPONENT PROFILE

May 2009

JOB CLASS: EXAM PRICE MODEL A
EMPLOYER: ALAMEDA COUNTY

The following are the recommended activities and tests, which should be completed for this job class. These medical evaluation components are based on minimum requirements for a job-related medical evaluation.

- ☒ Review Job Profile (physical abilities & environmental factors) as necessary, determine work location and areas of work specialization.
 - ☒ Complete Medical History Questionnaire.
 - ☒ Problem-oriented written history of personal and occupational health based on a brief interview to verify the Medical History Questionnaire (usually conducted by a nurse or paramedical staff and supplemented by physician comments).
 - ☒ Authorization For Release of Information From Medical Record Form
 - ☒ General Physical Examination:
 - a. Vital Signs: temperature, pulse, respiration, blood pressure, height, weight.
 - b. Physician's Examination: head, eyes, ears, nose and throat, neck, chest, heart, abdomen, extremities, back, neurological, vascular, lymphatic, and skin.
 - c. Dipstick Urinalysis-blood, glucose, protein.
 - d. Sight screening - near, far, depth, color, and peripheral.
 - e. Gross hearing test -- with headset.
 - f. Physician's summary, including comments related to job requirements.
 - ☐ Audiometric testing - with headset.
 - ☒ Audiometric testing - with OSHA approved sound booth
 - ☐ TB Skin Testing (PPD): Qualification decision with employer-follow-up of PPD.
 - ☒ TB Skin Testing (PPD): Delay qualification decision while awaiting PPD results.
 - ☒ Chest X-Ray (PA).
 - ☐ Chest X-Ray (PA & LAT).
 - ☒ Pulmonary Function (Forced vital capacity and forced expiratory volume).
 - ☐ Resting EKG (12-lead).
 - ☒ Stress EKG (treadmill per Bruce protocol - 12 METS required).
 - ☒ Occu-Panel E (Serum, allow to clot and then centrifuge red-grey tube for 15 min @ 3,000 rpm. Whole blood, invert lavender tube 6-8 times and refrigerate immediately upon collection).
 - ☒ Hepatitis B & C Virus Screening.
 - ☒ Urinalysis - Gross & Microscopic.
 - ☒ Range of Motion - Back Exam.
 - ☒ Drug Testing.
- NOTE:** Local examiners/providers may add additional elements at minimal cost, or the examiner/provider may require additional resources/testing to further define medical conditions identified during the examination process. Contact Occu-Med for further clarification of specific issues and for approval of additional testing.



MEDICAL EXAM COMPONENT PROFILE

May 2009

JOB CLASS: EXAM PRICE MODEL B
EMPLOYER: ALAMEDA COUNTY

The following are the recommended activities and tests, which should be completed for this job class. These medical evaluation components are based on minimum requirements for a job-related medical evaluation.

- ☒ Review Job Profile (physical abilities & environmental factors) as necessary, determine work location and areas of work specialization.
 - ☒ Complete Medical History Questionnaire.
 - ☒ Problem-oriented written history of personal and occupational health based on a brief interview to verify the Medical History Questionnaire (usually conducted by a nurse or paramedical staff and supplemented by physician comments).
 - ☒ Authorization For Release of Information From Medical Record Form
 - ☒ General Physical Examination:
 - a. Vital Signs: temperature, pulse, respiration, blood pressure, height, weight.
 - b. Physician's Examination: head, eyes, ears, nose and throat, neck, chest, heart, abdomen, extremities, back, neurological, vascular, lymphatic, and skin.
 - c. Dipstick Urinalysis-blood, glucose, protein.
 - d. Sight screening - near, far, depth, color, and peripheral.
 - e. Gross hearing test - with headset.
 - f. Physician's summary, including comments related to job requirements.
 - ☐ Audiometric testing - with headset.
 - ☒ Audiometric testing - with OSHA approved sound booth
 - ☐ TB Skin Testing (PPD): Qualification decision with employer follow-up of PPD.
 - ☒ TB Skin Testing (PPD): Delay qualification decision while awaiting PPD results.
 - ☐ Chest X-Ray (PA).
 - ☒ Chest X-Ray (PA & LAT).
 - ☒ Pulmonary Function (Forced vital capacity and forced expiratory volume).
 - ☐ Resting EKG (12-lead).
 - ☒ Stress EKG (treadmill per Bruce protocol - 12 METS required).
 - ☒ Occu-Panel E (Serum, allow to clot and then centrifuge red-grey tube for 15 min @ 3,000 rpm. Whole blood, invert lavender tube 6-8 times and refrigerate immediately upon collection).
 - ☒ Hepatitis B & C Virus Screening.
 - ☒ Urinalysis - Gross & Microscopic.
 - ☒ Range of Motion - Back Exam.
 - ☒ Drug Testing.
- NOTE: Local examiners/providers may add additional elements at minimal cost, or the examiner/provider may require additional resources/testing to further define medical conditions identified during the examination process. Contact Occu-Med for further clarification of specific issues and for approval of additional testing.



MEDICAL EXAM COMPONENT PROFILE

May 2009

JOB CLASS: EXAM PRICE MODEL C
EMPLOYER: ALAMEDA COUNTY

The following are the recommended activities and tests, which should be completed for this job class. These medical evaluation components are based on minimum requirements for a job-related medical evaluation.

- ☒ Review Job Profile (physical abilities & environmental factors) as necessary, determine work location and areas of work specialization.
 - ☒ Complete Medical History Questionnaire.
 - ☒ Problem-oriented written history of personal and occupational health based on a brief interview to verify the Medical History Questionnaire (usually conducted by a nurse or paramedical staff and supplemented by physician comments).
 - ☒ Authorization For Release of Information From Medical Record Form
 - ☒ General Physical Examination:
 - a. Vital Signs: temperature, pulse, respiration, blood pressure, height, weight.
 - b. Physician's Examination: head, eyes, ears, nose and throat, neck, chest, heart, abdomen, extremities, back, neurological, vascular, lymphatic, and skin.
 - c. Dipstick Urinalysis-blood, glucose, protein.
 - d. Sight screening - near, far, depth, color, and peripheral.
 - e. Gross hearing test.
 - f. Physician's summary, including comments related to job requirements.
 - ☐ Audiometric testing - with headset.
 - ☒ Audiometric testing - with OSHA approved sound booth.
 - ☐ TB Skin Testing (PPD): Qualification decision with employer follow-up of PPD.
 - ☒ TB Skin Testing (PPD): Delay qualification decision while awaiting PPD results.
 - ☒ Chest X-Ray (PA).
 - ☐ Chest X-Ray (PA & LAT).
 - ☒ Pulmonary Function (Forced vital capacity and forced expiratory volume).
 - ☒ Resting EKG (12-lead).
 - ☐ Stress EKG (treadmill per Bruce protocol - 12 METS required).
 - ☒ Occu-Panel E (Serum, allow to clot and then centrifuge red-grey tube for 15 min @ 3,000 rpm. Whole blood, invert lavender tube 6-8 times and refrigerate immediately upon collection).
 - ☒ Hepatitis B & C Virus Screening.
 - ☒ Urinalysis - Gross & Microscopic.
 - ☒ Range of Motion - Back Exam.
 - ☒ Drug Testing.
- NOTE: Local examiners/providers may add additional elements at minimal cost, or the examiner/provider may require additional resources/testing to further define medical conditions identified during the examination process. Contact Occu-Med for further clarification of specific issues and for approval of additional testing.



MEDICAL EXAM COMPONENT PROFILE

May 2009

JOB CLASS: EXAM PRICE MODEL D
EMPLOYER: ALAMEDA COUNTY

The following are the recommended activities and tests, which should be completed for this job class. These medical evaluation components are based on minimum requirements for a job-related medical evaluation.

- ☒ Review Job Profile (physical abilities & environmental factors) as necessary, determine work location and areas of work specialization.
 - ☒ Complete Medical History Questionnaire.
 - ☒ Problem-oriented written history of personal and occupational health based on a brief interview to verify the Medical History Questionnaire (usually conducted by a nurse or paramedical staff and supplemented by physician comments).
 - ☒ Authorization For Release of Information From Medical Record Form
 - ☒ General Physical Examination:
 - a. Vital Signs: temperature, pulse, respiration, blood pressure, height, weight.
 - b. Physician's Examination: head, eyes, ears, nose and throat, neck, chest, heart, abdomen, extremities, back, neurological, vascular, lymphatic, and skin.
 - c. Dipstick Urinalysis-blood, glucose, protein.
 - d. Sight screening - near, far, depth, color, and peripheral.
 - e. Gross hearing test.
 - f. Physician's summary, including comments related to job requirements.
 - ☒ Audiometric testing - with headset.
 - ☐ Audiometric testing - with OSHA approved sound booth
 - ☐ TB Skin Testing (PPD): Qualification decision with employer follow-up of PPD.
 - ☒ TB Skin Testing (PPD): Delay qualification decision while awaiting PPD results.
 - ☐ Chest X-Ray (PA).
 - ☐ Chest X-Ray (PA & LAT).
 - ☒ Pulmonary Function (Forced vital capacity and forced expiratory volume).
 - ☐ Resting EKG (12-lead).
 - ☐ Stress EKG (treadmill per Bruce protocol - 12 METS required).
 - ☒ Occu-Panel C (Serum, allow to clot and then centrifuge red-grey tube for 15 min @ 3,000 rpm. Whole blood, invert lavender tube 6-8 times and refrigerate immediately upon collection).
 - ☐ Hepatitis B & C Virus Screening.
 - ☐ Urinalysis - Gross & Microscopic.
 - ☒ Range of Motion - Back Exam.
 - ☒ Drug Testing.
- NOTE:** Local examiners/providers may add additional elements at minimal cost, or the examiner/provider may require additional resources/testing to further define medical conditions identified during the examination process. Contact Occu-Med for further clarification of specific issues and for approval of additional testing.



MEDICAL EXAM COMPONENT PROFILE

May 2009

JOB CLASS: EXAM PRICE MODEL E
EMPLOYER: ALAMEDA COUNTY

The following are the recommended activities and tests, which should be completed for this job class. These medical evaluation components are based on minimum requirements for a job-related medical evaluation.

- ☒ Review Job Profile (physical abilities & environmental factors) as necessary, determine work location and areas of work specialization.
 - ☒ Complete Medical History Questionnaire.
 - ☒ Problem-oriented written history of personal and occupational health based on a brief interview to verify the Medical History Questionnaire (usually conducted by a nurse or paramedical staff and supplemented by physician comments).
 - ☒ Authorization For Release of Information From Medical Record Form
 - ☒ General Physical Examination:
 - a. Vital Signs: temperature, pulse, respiration, blood pressure, height, weight.
 - b. Physician's Examination: head, eyes, ears, nose and throat, neck, chest, heart, abdomen, extremities, back, neurological, vascular, lymphatic, and skin.
 - c. Dipstick Urinalysis-blood, glucose, protein.
 - d. Sight screening - near, far, depth, color, and peripheral.
 - e. Gross hearing test.
 - f. Physician's summary, including comments related to job requirements.
 - ☐ Audiometric testing - with headset.
 - ☐ Audiometric testing - with OSHA approved sound booth
 - ☐ TB Skin Testing (PPD): Qualification decision with employer follow-up of PPD.
 - ☒ TB Skin Testing (PPD): Delay qualification decision while awaiting PPD results.
 - ☐ Chest X-Ray (PA).
 - ☐ Chest X-Ray (PA & LAT).
 - ☒ Pulmonary Function (Forced vital capacity and forced expiratory volume).
 - ☐ Resting EKG (12-lead).
 - ☐ Stress EKG (treadmill per Bruce protocol - 12 METS required).
 - ☒ Occu-Panel C (Serum, allow to clot and then centrifuge red-grey tube for 15 min @ 3,000 rpm. Whole blood, invert lavender tube 6-8 times and refrigerate immediately upon collection).
 - ☐ Hepatitis B & C Virus Screening.
 - ☐ Urinalysis - Gross & Microscopic.
 - ☒ Range of Motion - Back Exam.
 - ☒ Drug Testing.
- NOTE: Local examiners/providers may add additional elements at minimal cost, or the examiner/provider may require additional resources/testing to further define medical conditions identified during the examination process. Contact Occu-Med for further clarification of specific issues and for approval of additional testing.



MEDICAL EXAM COMPONENT PROFILE

May 2009

JOB CLASS: EXAM PRICE MODEL F
EMPLOYER: ALAMEDA COUNTY

The following are the recommended activities and tests, which should be completed for this job class. These medical evaluation components are based on minimum requirements for a job-related medical evaluation.

- ☒ Review Job Profile (physical abilities & environmental factors) as necessary, determine work location and areas of work specialization.
- ☒ Complete Medical History Questionnaire.
- ☒ Problem-oriented written history of personal and occupational health based on a brief interview to verify the Medical History Questionnaire (usually conducted by a nurse or paramedical staff and supplemented by physician comments).
- ☒ Authorization For Release of Information From Medical Record Form
- ☒ General Physical Examination:
 - a. Vital Signs: temperature, pulse, respiration, blood pressure, height, weight.
 - b. Physician's Examination: head, eyes, ears, nose and throat, neck, chest, heart, abdomen, extremities, back, neurological, vascular, lymphatic, and skin.
 - c. Dipstick Urinalysis-blood, glucose, protein.
 - d. Sight screening - near, far, depth, color, and peripheral.
 - e. Gross hearing test.
 - f. Physician's summary, including comments related to job requirements.
- ☐ Audiometric testing - with headset.
- ☐ Audiometric testing - with OSHA approved sound booth
- ☐ TB Skin Testing (PPD): Qualification decision with employer follow-up of PPD.
- ☒ TB Skin Testing (PPD): Delay qualification decision while awaiting PPD results.
- ☐ Chest X-Ray (PA).
- ☐ Chest X-Ray (PA & LAT).
- ☐ Pulmonary Function (Forced vital capacity and forced expiratory volume).
- ☐ Resting EKG (12-Lead).
- ☐ Stress EKG (treadmill per Bruce protocol - 12 METS required).
- ☒ Occu-Panel B (Serum, red-grey tube. Allow to clot for 30 minutes and then centrifuge 15 min @ 3,000 rpm).
- ☐ Hepatitis B & C Virus Screening.
- ☐ Urinalysis - Gross & Microscopic.
- ☒ Range of Motion - Back Exam.

☒ Drug Testing.

NOTE: Local examiners/providers may add additional elements at minimal cost, or the examiner/provider may require additional resources/testing to further define medical conditions identified during the examination process. Contact Occu-Med for further clarification of specific issues and for approval of additional testing.



MEDICAL EXAM COMPONENT PROFILE May 2009

JOB CLASS: EXAM PRICE MODEL G
EMPLOYER: ALAMEDA COUNTY

The following are the recommended activities and tests, which should be completed for this job class. These medical evaluation components are based on minimum requirements for a job-related medical evaluation.

- ☒ Review Job Profile (physical abilities & environmental factors) as necessary, determine work location and areas of work specialization.
- ☒ Complete Medical History Questionnaire.
- ☒ Problem-oriented written history of personal and occupational health based on a brief interview to verify the Medical History Questionnaire (usually conducted by a nurse or paramedical staff and supplemented by physician comments).
- ☒ Authorization For Release of Information From Medical Record Form
- ☒ General Physical Examination:
 - a. Vital Signs: temperature, pulse, respiration, blood pressure, height, weight.
 - b. Physician's Examination: head, eyes, ears, nose and throat, neck, chest, heart, abdomen, extremities, back, neurological, vascular, lymphatic, and skin.
 - c. Dipstick Urinalysis-blood, glucose, protein.
 - d. Sight screening - near, far, depth, color, and peripheral.
 - e. Gross hearing test.
 - f. Physician's summary, including comments related to job requirements.
- ☐ Audiometric testing - with headset.
- ☐ Audiometric testing - with OSHA approved sound booth
- ☐ TB Skin Testing (PPD): Qualification decision with employer follow-up of PPD.
- ☒ TB Skin Testing (PPD): Delay qualification decision while awaiting PPD results.
- ☐ Chest X-Ray (PA).
- ☐ Chest X-Ray (PA & LAT).
- ☐ Pulmonary Function (Forced vital capacity and forced expiratory volume).
- ☐ Resting EKG (12-lead).
- ☐ Stress EKG (treadmill per Bruce protocol - 12 METS required).
- ☐ Hemoglobin & Hematocrit (H&H).
- ☐ Complete Blood Count.
- ☐ Blood Chemistry Panel (do not include STD).
- ☐ Hepatitis B & C Virus Screening.
- ☐ Urinalysis - Gross & Microscopic.
- ☒ Range of Motion - Back Exam.
- ☒ Drug Testing.

NOTE: Local examiners/providers may add additional elements at minimal cost, or the examiner/provider may require additional resources/testing to further define medical conditions identified during the examination process. Contact Occu-Med for further clarification of specific issues and for approval of additional testing.



MEDICAL EXAM COMPONENT PROFILE

May 2009

JOB CLASS: EXAM PRICE MODEL H
EMPLOYER: ALAMEDA COUNTY

The following are the recommended activities and tests, which should be completed for this job class. These medical evaluation components are based on minimum requirements for a job-related medical evaluation.

- _____ Review Job Profile (physical abilities & environmental factors) as necessary, determine work location and areas of work specialization.
- _____ Complete Medical History Questionnaire.
- _____ Problem-oriented written history of personal and occupational health based on a brief interview to verify the Medical History Questionnaire (usually conducted by a nurse or paramedical staff and supplemented by physician comments).
- _____ Authorization For Release of Information From Medical Record Form
- _____ General Physical Examination:
 - a. Vital Signs: temperature, pulse, respiration, blood pressure, height, weight.
 - b. Physician's Examination: head, eyes, ears, nose and throat, neck, chest, heart, abdomen, extremities, back, neurological, vascular, lymphatic, and skin.
 - c. Dipstick Urinalysis-blood, glucose, protein.
 - d. Sight screening - near, far, depth, color, and peripheral.
 - e. Gross hearing test.
 - f. Physician's summary, including comments related to job requirements.
- _____ Audiometric testing - with OSHA approved sound booth
- _____ TB Skin Testing (PPD): Qualification decision with employer follow-up of PPD.
- _____ TB Skin Testing (PPD): Delay qualification decision while awaiting PPD results.
- _____ Chest X-Ray (PA).
- _____ Chest X-Ray (PA & LAT).
- _____ Pulmonary Function (Forced vital capacity and forced expiratory volume).
- _____ Resting EKG (12-lead).
- _____ Stress EKG (treadmill per Bruce protocol - 12 METS required).
- _____ Occu-Panel C (Serum, allow to clot and then centrifuge red-grey tube for 15 min @ 3,000 rpm. Whole blood, invert lavender tube 6-8 times and refrigerate immediately upon collection).
- _____ Hepatitis B & C Virus Screening.
- _____ Urinalysis - Gross & Microscopic.
- _____ Range of Motion - Back Exam.
- _____ Drug Testing.
- ☒ _____ DOT Exam and Certification

NOTE: Local examiners/providers may add additional elements at minimal cost, or the examiner/provider may require additional resources/testing to further define medical conditions identified during the examination process. Contact Occu-Med for further clarification of specific issues and for approval of additional testing.

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and Occu-Med, Ltd. ("Contractor") with respect to that certain agreement entered by them on November 6, 2009 (referred to herein as the "Contract") pursuant to which Contractor provides pre-employment medical standards and evaluation services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County ("Effective Date").
3. The term of the Agreement is currently scheduled to expire on October 19, 2012. As of the Effective Date, the term of the Agreement is extended through October 19, 2013.
4. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed Fifty Nine Thousand dollars (\$59,000). As a result of these additional services the not to exceed amount has increased from One Hundred Seven Thousand and Eight Hundred dollars (\$107,800) to One Hundred Sixty-Six Thousand and Eight Hundred dollars (\$166,800) over the term of the Agreement and any amendments. All references in the Agreement to "not exceed One Hundred Seven Thousand and Eight Hundred dollars (\$107,800)" are amended to "not to exceed One Hundred Sixty-

Six Thousand and Eight Hundred dollars (\$166,800)".

5. Item 2 of Exhibit A of the Standard Services Agreement is amended to update the Key Personnel and subcontractors listed with the following:

James A. Johnson J.D. - President & CEO

Devonna M. Kaji M.D. - Medical Director

Robert Reiss, M.D. - Corporate Medical Advisor

George Kiessling - Director of Exam Scheduling

Sean Edin - Director of Ancillary Medical Services

Niko Alo - Director of Client Services - Program Manager

Sherri Conley - Director of Finance

6. Exhibit A-1, Scope of Services, is amended to include the following as Paragraph 16 under Specific Requirements:

16. Out of Area Pre-placement Medical Examinations - Independent Medical Evaluation Program ("IME"): Contractor shall provide assistance to the County with its medical evaluation program for job candidates that are located out of the area, as requested by County. This shall be done as follows:

- a. Contractor will schedule medical evaluation of a candidate that is located out of area upon receipt of a request from the County. Contractor will locate the closest provider to the individual. Contractor will negotiate the fees of the exam with the provider. Once the provider and all fees have been approved by the County, Contractor will supply all the necessary documentation and instructions for conducting the exam.
- b. Contractor's total cost and charges for an IME shall not exceed one hundred twenty-five dollars (\$125) per exam, covering all the services outlined below, in addition to the cost of the exam, per exam scheduled. All exam costs will be submitted to the County for approval prior to the finalization of scheduling a candidate. This cost will include the following services, as required:

- (1) MEDICAL EXAMINATION SCHEDULING - Contractor will schedule examinations for applicants at the approved clinic within two (2) business hours of receipt of the completed Medical Examination Requisition Form and within the time frame set forth by the County as acceptable. Contractor will communicate instructions for preparing for and undergoing the medical examination and the time and location of the appointment to each applicant, as well as to the designated County point of contact, upon scheduling each appointment. Additionally, Contractor will send a written authorization to the medical provider performing each medical examination.
- (2) MEDICAL PROVIDER RELATIONS - In the event that an error in testing occurs, the Medical Provider Relations Department will ensure that the Scheduling Department is notified of the requirement for re-scheduling on a real-time basis and see that any repeat testing necessary is performed at the earliest opportunity feasible.
- (3) EXAMQA - Contractor will submit a recommendation and a written report for each exam by 4 PM on the same day that the complete exam is received. Along with the cost of Contractor's IME Services, the County will also be billed the cost of the exam which will vary dependent on which provider is utilized. Based upon the exam results, Contractor will submit its recommendation report to the designated point of contact with the County.

c. Medical Examination Billing:


- (1) Contractor will submit invoices to the County as a single fee pursuant to the job-class pricing approved prior to the scheduling of the examination. Invoices will reflect the exact amount of clinic and laboratory charges and Contractor's IME fee, not to exceed \$125. A complete accounting of all charges will be provided to the County upon request. County shall only pay actual costs, and receive the benefit of all credits and discounts related to each exam, including all clinic and lab charges. All payment information will be provided with complete transparency and no additional charges will be levied without prior consent by the County.
- (2) Contractor will review the clinic's invoice and pay the approved and accurate charges submitted.

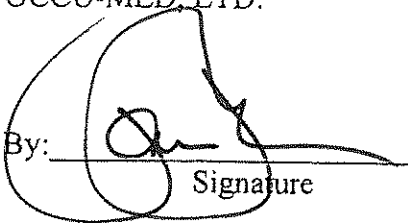
- (3) Contractor will review the laboratory's invoice and pay the approved and accurate charges submitted.
7. The chart and all of its content contained on Exhibit B, "Bid Form" is deleted and replaced with the chart attached to this Amendment and marked as **REVISED CHART - EXHIBIT B.**
8. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this First Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
9. SLEB has been waived during this extension period. The SLEB waiver numbers are 2115 and 2272.
10. Except as expressly modified by this First Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

OCCU-MED, LTD.

By: 
Signature

By: 
Signature

Name: John Colan
(Printed)

Name: JAMES A JOHNSON
(Printed)

Title: Purchasing Agent

Title: PROSTUDENT

Date: 3/15/13

Date: 3/6/13

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

REVISED CHART - EXHIBIT B

Description	Quantity	Unit	Inclusive Program Cost			Total Cost
Develop a County Pre-employment Medical Exam Program to include but not limited to the following: (Years 1-3 only) a. Exam Protocol & Matrix b. Medical History Questionnaire c. Medical Exam Waivers d. Annual Medical Exam Surveillance e. Vaccine Program f. Respirator Program g. Legal defense (approx. one per year) g. Training (3-4 in year one – annually thereafter)	An Inclusive Program	Lot				\$47,800.00
	Estimated Annual Quantity*		Year 1	Year 2	Year 3	Year 4
Update requirements for the County Pre-Employment Medical Exam Program (Years 1-3)	Approximately 68 revised classifications per year.	Lot	Included at no additional charge	\$6,000.00	\$6,000.00	
Update requirements for the County Pre-Employment Medical Exam Program (Year 4)	Approximately 68 revised classifications per year.	Each				\$6000.00 (\$88.24/each)
Total (Years 1-4) above						\$18,000.00

*Estimated Annual quantity is based on past usage and/or estimated future need and is not guaranteed.

Master Contract No 900444, Procurement Contract No. 4119

Description	Estimated Annual Quantity	Unit	Inclusive Program Cost				Total Cost
			Year 1	Year 2	Year 3	Year 4	
Pre-Employment Medical Exam Program for new/revised job classifications (Years 1-3)	Approximately 90-100 per year	Lot	N/A	\$3,000.00	\$3,000.00		
Pre-Employment Medical Exam Program for new/revised job classifications (Year 4)	Approximately 90-100 per year	Each				\$3,000.00 (\$30/each)	
Total (Years 1-4) above							\$9,000.00
Review & consult on Conditional Placement Exams (Years 1-3 only, not applicable for Year 4)	40 to 50 per year	Lot	\$5,000.00	\$5,000.00	\$5,000.00	n/a	
Total (Years 1-4) above							\$15,000.00
Optional Service							
Independent Medical Evaluation Program: Refer, pay, and review IME's. (County will reimburse Contractor) for Years 1-3	Approximately 8 cases per year	Lot					
Independent Medical Evaluation Program: Refer, pay, and review IME's. (County will reimburse Contractor) for Year 4		Each				\$50,000.00 (total)	
Total (Years 1-4) above							\$50,000.00
Fitness For Duty Exams (FFD) for Years 1-3 only (not applicable for Year 4)	12-15 FFD Exams per year	Lot	\$9,000.00	\$9,000.00	\$9,000.00	n/a	
Total (Years 1-4) above							\$27,000.00
GRAND TOTAL (for Services listed above)							\$166,800.00

*Estimated Annual quantity is based on past usage and/or estimated future need and is not guaranteed.

EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

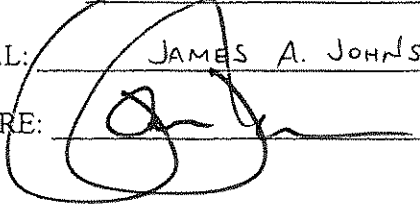
The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: OCCU-MED
PRINCIPAL: JAMES A. JOHNSON TITLE: PRESIDENT
SIGNATURE:  DATE: 3/6/13

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and Occu-Med, Ltd., ("Contractor") with respect to that certain agreement entered by them on November 6, 2009 and that certain First Amendment to Contract, (collectively referred to herein as the "Contract") pursuant to which Contractor provides pre-employment medical standards and evaluation services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Second Amendment is executed by the County ("Effective Date").
3. The term of the Agreement is currently scheduled to expire on October 19, 2013. As of the Effective Date, the term of the Agreement is extended through October 19, 2014.
4. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed Fifteen Thousand dollars (\$15,000). As a result of these additional services the not to exceed amount has increased from One Hundred Sixty Six Thousand Eight Hundred dollars (\$166,800) to One Hundred Eighty One Thousand Eight Hundred dollars (\$181,800) over the term of the Agreement and any amendments.

5. Item 20 of the Standard Services Agreement has been amended as follows:
TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Pre-employment Medical Standards and Evaluation Services shall not exceed \$181,800 payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment.
6. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from


participation in such transaction.

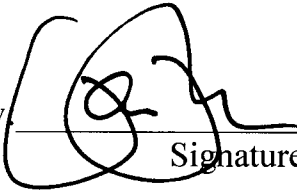
7. SLEB has been waived during this extension period. The SLEB waiver number issued is #2835.
8. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

OCCU-MED, LTD.

By: _____
Signature

By: _____
Signature

Name: John Olam
(Printed)

Name: JAMES A. JOHNSON
(Printed)

Title: Purchasing Agent

Title: PRESIDENT & CEO

Date: 11/7/13
11/28/13 J.O.

Date: 10/28/13

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

Insurance Coverage	Minimum Limits
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

OCCUM-1

OP ID: MG

DATE (MM/DD/YYYY)

10/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Agri-Center Insurance Agency
2650 W. Shaw Lane, Suite 102
Fresno, CA 93711
Anthony Stornetta

Phone: 559-233-0123

Fax: 559-266-8858

CONTACT NAME: Maria Garza**PHONE (A/C, No, Ext):** 559-233-0123**FAX (A/C, No):** 559-266-8858**E-MAIL ADDRESS:** mg@agricenterinsurance.com

INSURED
Occu-Med, Ltd.
2121 W. Bullard
Fresno, CA 93711

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Citizens Insurance Co of Amer

31534

INSURER B: Valley Forge Insurance Co.

20508

INSURER C: Continental Casualty Company**INSURER D:** U S Specialty Ins Co**INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	OBF9262847-02	08/13/2013	08/13/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		OBF926847-02	08/13/2013	08/13/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		OBF9262847-02	08/13/2013	08/13/2014	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	WC 430785701	06/06/2013	06/06/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab		425437058	08/22/2013	08/22/2014	Limit/Agg 5,000,000
	Claims Made					Retention 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured per contract

CERTIFICATE HOLDER

BICKMOR

Bickmore Risk Services -
FASIS
JEFF JOHNSTON
1831 K STREET
SACRAMENTO, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony Stornetta

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BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies Insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES

	Limits	Page
1. Additional Insured by Contract, Agreement or Permit		1
2. Additional Insured - Broad Form Vendors		2
3. Alienated Premises		2
4. Bodily Injury Redefined		2
5. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators		2
6. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)		3
7. Personal and Advertising Injury - Broad Form		3
8. Product Recall Expense	\$25,000 Occurrence \$50,000 Aggregate	3
9. Unintentional Failure to Disclose Hazards		5
10. Unintentional Failure to Notify		5

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

* 1. Additional Insured by Contract, Agreement or Permit

Under SECTION II - LIABILITY, C. Who Is An Insured, Paragraph 4. is added as follows:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

but only with respect to:

- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;
- (3) To any person or organization included as an insured under Item 1.a.2. of this endorsement;
- (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;

(5) To any:

- (a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or
- (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- d. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

Under SECTION II - LIABILITY, C. Who Is An Insured, paragraph 5. Is added as follows:

- 5. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection,

demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the product;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in paragraphs 5.d. or 5.f.; or
- (2) Such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Alienated Premises

Under SECTION II - LIABILITY, B. Exclusions, paragraph 1.k.(2) is replaced in its entirety with the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Bodily Injury Redefined

Under SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, definition 4. is replaced in its entirety by the following:

4. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".
5. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
 - a. Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k., the following is added:
Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
 - b. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definition is added:
"Customers goods" means property of your customer on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
6. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
7. **Personal and Advertising Injury - Broad Form**
Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 15, "Personal and Advertising Injury", paragraph h. is added as follows:
 - h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and
 - (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.
8. **Product Recall Expense**
 - a. Under **SECTION II - LIABILITY, B. Exclusions**, Paragraph 1. o. is replaced in its entirety by the following:
 - o. **Recall of Products, Work or Impaired Property**
Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (1) "Your product";
 - (2) "Your work"; or
 - (3) "Impaired property";
 If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "product recall expenses" resulting from:
 - (1) Failure of any products to accomplish their intended purpose;
 - (2) Breach of warranties of fitness, quality, durability or performance;
 - (3) Loss of customer approval, or any cost incurred to regain customer approval;
 - (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
 - (5) Caprice or whim of the insured;
 - (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
 - (7) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- b. Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 4.c. is added as follows:
- c. "Bodily Injury" or "property damage" do not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- c. Under **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph e. is added as follows:
- e. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this Insurance.
- d. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definitions are added:
- "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
- "Product recall expense(s)" means:
- a. Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
 you incur exclusively for the purpose of recalling "your product"; and
 - b. Your lost profit resulting from such "covered recall".
- e. Under **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, the following is added:
5. The Limits of Insurance and rules stated below fix the most that we will pay under this Product Recall Expense Coverage.
 - (1) The Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.
 - (2) The Occurrence Limit shown on the Summary of Coverages is the most we will pay in connection with any one defect or deficiency.
 - (a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- (b) Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- (c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

6. A deductible of \$500 applies per each "Occurrence".

9. Unintentional Failure to Disclose Hazards

Under SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, paragraph 6. is added as follows:

6. Representations

We will not disclaim coverage under this Coverage Form if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

10. Unintentional Failure to Notify

Under SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit, paragraph f. is added as follows:

- f. Your rights afforded under this Coverage Form shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this Policy.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

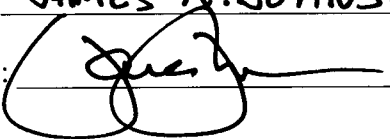
The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Occu-MED, Ltd.
PRINCIPAL: JAMES A. JOHNSON TITLE: President & CEO
SIGNATURE:  DATE: 10/28/13



October 17, 2013

To: Aki Nakao, Director, General Services Agency
From: Michael Lu, Contracts Specialist II
Via: Pedro Valencia, Deputy Director, General Services Agency
Subject: EXTEND THE CONTRACT FOR PRE-EMPLOYMENT MEDICAL
STANDARDS AND EVALUATION SERVICES; REQUEST FOR
PROPOSAL (RFP) NO. 900444; AMOUNT \$15,000

RECOMMENDATION:

Amend to increase Master Contract No. 900444, Procurement Contract No. 4119, with OCCU-MED (President, James A. Johnson), Fresno, CA, to provide pre-employment medical standards and evaluation services for the County Administrator's Office Risk Management Unit (CAO-RMU). The total contract value will increase from \$166,800 to \$181,800, an increase of \$15,000. The term of this extension will be for one year, beginning on October 20, 2013 and ending on October 19, 2014.

DISCUSSION/SUMMARY:

On July 21, 2009, File Number 25146, Item Number 43, your Board authorized the Purchasing Agent to negotiate and sign a contract with OCCU-MED for a three-year term. On October 2, 2012, File Number 28472, Item Number 40, your Board authorized the Purchasing Agent to increase and extend a contract with OCCU-MED for one year.

Under Civil Service rules, all potential County employees are required to pass a pre-employment medical exam to determine that they are free from disqualifying diseases and are physically fit to perform the duties of their employment.

The County is responsible for providing the medical examiners with questionnaires, waivers, physical evaluation standards, and a protocol for the individual medical exam assigned to each of the County's 1,348 job classifications. To remain in compliance with the Americans with Disabilities Act (ADA), and all current State and Federal regulations, the County must update its current pre-employment medical exam standards, protocols, vaccination requirements, and respiratory protection requirements.

Page 2

October 17, 2013

Pre-Employment Medical Standards and Evaluation Services, Request For Proposal
(RFP) No.900444

This contract extension will allow the Contractor to continue to provide for the review of each job classification and the development of legally defensible evaluation standards, protocols, and requirements to be used by the medical examiners. The Contractor will also provide assistance to the County should an exam, protocol or requirement be challenged by a candidate.

SELECTION CRITERIA/PROCESS:

RMU worked with the General Services Agency (GSA) Purchasing Department and issued a Request for Proposal (RFP). One response to the RFP was received from a qualified non-County vendor. The response was evaluated by the County Selection Committee (CSC) comprised of three representatives from the Alameda County Risk Management Unit and one from Alameda County Human Resources Services.

During the initial term of the contract, OCCU-MED has met all of the requirements of the RFP and partnered with Fremont Urgent Care, a certified SLEB, for 20% of the total contract amount. On 6/21/12, SLEB participation on this contract was at 20.8%, as reported by the Department. Fremont Urgent Care was originally subcontracted to provide fitness for duty (FFD) exams. FFD exams were no longer requested by the County and there were no further opportunities for OCCU-MED to subcontract to a SLEB during the extension term. SLEB waiver # 2835 was issued by the Office of Acquisition Policy on October 11, 2013.

FUNDING:

Appropriations for this contract increase are included in the County Administrator's Office Risk Management Unit FY 2013-14 Approved Budget and will be requested in future years. No additional appropriations are required and there will be no increase to County net cost.

Recommended By:

Contract Specialist II
Up to \$10,000



Signature

10-17-13

Date

Page 3

October 17, 2013

Pre-Employment Medical Standards and Evaluation Services, Request For Proposal
(RFP) No.900444

Approved By:

Business Outreach Officer

Signature

Date

Sr. Contracts Specialist
Up to \$10,001 - \$25,000

Signature

Date

Purchasing Manager
Up to \$25,001 - \$100,000

Signature

Date

Deputy Director, Purchasing
Over \$100,000

Signature

Date

Director, GSA
Over \$100,000

Signature

Date

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement (“Third Amendment”) is made by the County of Alameda (“County”) and OCCU-MED, (“Contractor”) with respect to that certain agreement entered by them on November 9, 2009 and those certain First and Second Amendments to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides pre-employment medical standards and evaluation services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Third Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Third Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on October 19, 2014. As of the Effective Date, the term of the Agreement is extended through December 19, 2014.
4. **DEBARMENT AND SUSPENSION CERTIFICATION:**
 - a. By signing this Third Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.


- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
- 5. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

OCCU-MED

By:  _____
Signature

By:  _____
Signature

Name: John Glam
(Printed)

Name: JAMES JOHNSON
(Printed)

Title: Purchasing Agent

Title: PRESIDENT & CEO

Date: 10/30/14

Date: 10/24/14

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

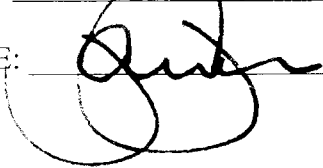
If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: OCCU-MED

PRINCIPAL: JAMES A. JOHNSON TITLE: President

SIGNATURE:  DATE: 10/24/14



C O U N T Y A D M I N I S T R A T O R

SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

October 16, 2014

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: EXTEND THE CONTRACT WITH OCCU-MED FOR PRE-EMPLOYMENT
 MEDICAL STANDARDS AND EVALUATIONS, REQUEST FOR
 PROPOSAL RFP NO. 900444

RECOMMENDATION:

Approve and authorize the Purchasing Agent to execute a third amendment, to extend Master Contract No. 900444, Procurement Contract No. 4119, with OCCU-MED (Principal: James A. Johnson; Location: Fresno) to provide pre-employment medical standards and evaluations for the County Administrator's Office Risk Management Unit, extending the current term of 10/20/09 – 10/19/14 by two months to 12/19/14, with no change in the current contract amount of \$181,800.

DISCUSSION/SUMMARY:

On July 21, 2009, File No. 25146, Item No. 43, your Board authorized the Purchasing Agent to negotiate and sign a contract with OCCU-MED for a three-year term. On October 2, 2012, File No. 28472, Item No. 40, your Board approved and authorized a one-year extension and an increase of \$59,000. On October 18, 2013, Procurement & Support Services authorized a one-year extension and a \$15,000 increase to the contract.

Under Civil Service rules, all potential Alameda County employees are required to pass a pre-employment medical exam to determine that they are free from disqualifying diseases and are physically fit to perform the duties of their employment.

The County is responsible for providing the medical examiners with questionnaires, waivers, physical evaluation standards, and a protocol for the individual medical exam assigned to each of the County's job classifications. To remain in compliance with the Americans with Disabilities Act (ADA) and with all current State and Federal regulations, the County must regularly update its pre-employment medical exam standards, protocols, vaccination requirements, and respiratory

protection requirements. The Contractor will also provide assistance to the County should an exam, protocol or requirement be challenged by a candidate.

The County Administrator's Office Risk Management Unit intends to Sole Source these services to the current vendor, OCCU-MED, at the end of this extension. To change vendors at this stage would require a new comprehensive review of all the County's job descriptions and a review of the medical protocols in order for the new vendor to take on the risk of legally defending the medical protocols. The Sole Source process is taking longer than anticipated. This contract extension will allow the County Administrator's Office Risk Management Unit a two-month bridge to complete the procurement process for these services and allow the Contractor to continue to provide for the review of each job classification and for the development of legally defensible evaluation standards, protocols, and requirements in the interim.

SELECTION CRITERIA/PROCESS:

County Administrator's Office Risk Management Unit (CAO-RMU) worked with the General Services Agency (GSA) Procurement & Support Services and issued a Request for Proposal (RFP). One response to the RFP was received from a qualified non-County vendor. The response was evaluated by the County Selection Committee (CSC), which was comprised of three representatives from the Alameda County Risk Management Unit and one from the Alameda County Human Resource Services Department.

OCCU-MED met all of the requirements of the RFP and partnered with Fremont Urgent Care, a certified Small Local Emerging Business (SLEB), for 20% of the total contract amount. Fremont Urgent Care was originally subcontracted to provide fitness for duty (FFD) exams. FFD exams are no longer requested by the County and there are no further opportunities for OCCU-MED to subcontract with a SLEB. As a result the Office of Acquisition Policy has issued SLEB waiver 3250 for the extension term.

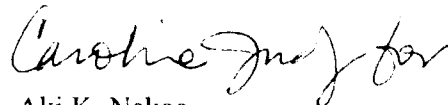
FUNDING:

Appropriations for this contract are included in the County Administrator's Office Risk Management FY 2014-15 Approved Budget and will be requested in future years. No additional appropriations are required and there will be no increase to County net cost.

Respectfully submitted,



Susan S. Muranishi
County Administrator



Aki K. Nakao
Interim Director, General Services Agency

AKN:af: 1: Board Letters Purchasing FY 2013-14 900444 PMSE 3rd Amendment BL.doc

Attachment

cc: Patrick J. O'Connell, Auditor-Controller
Donna R. Ziegler, County Counsel

PRE-EMPLOYMENT MEDICAL STANDARDS AND EVALUATION SERVICES
RFP No. 900444

OCTOBER 20, 2014 THROUGH DECEMBER 19, 2014

Vendor	Location	Estimated Dollar Value of Contract Award	<i>Small and Local Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>
OCCU-MED	Fresno, CA	\$0	<i>Waived</i>	<i>Waived</i>

OCTOBER 20, 2013 THROUGH OCTOBER 19, 2014

Vendor	Location	Estimated Dollar Value of Contract Award	<i>Small and Local Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>
OCCU-MED	Fresno, CA	\$15,000	<i>Waived</i>	<i>Waived</i>

OCTOBER 20, 2012 THROUGH OCTOBER 19, 2013

Vendor	Location	Estimated Dollar Value of Contract Award	<i>Small and Local Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>
OCCU-MED	Fresno, CA	\$59,000	<i>Waived</i>	<i>Waived</i>

OCTOBER 20, 2009 THROUGH OCTOBER 19, 2013

Vendor	Location	Estimated Dollar Value of Contract Award	<i>Small and Local Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>
OCCU-MED	Fresno, CA	\$166,800	<i>13.44%</i>	<i>\$22,422.40</i>

OCTOBER 20, 2009 THROUGH OCTOBER 19, 2012

Vendor	Location	Estimated Dollar Value of Contract Award	<i>Small and Local Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>
OCCU-MED	Fresno, CA	\$107,800	<i>20.8%</i>	<i>\$22,422.40</i>

Certified SLEB Partner:

(SMALL)

Fremont Urgent Care

3161 Walnut Ave.

Fremont, CA 94538

Certification # 09-00139

Exp. 5/31/15

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract, GSA-Purchasing (1401 Lakeside Dr. Ste 907, Oakland, CA 94612 With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	