

K23-750



SERVICE AGREEMENT AMENDMENT NO. 2
FOR
ADA COMPLIANT FUNCTIONAL TESTING

Submitted to: New Orleans EMS

Date of Submission: 5/24/2023

Submitted by:

Richard W. Bunch, PhD, PT, CBES
CEO, WorkSaver Employee Testing Services, LLC

Trevor Bardarson PT, OCS, CBES
President / Manager, WorkSaver Employee Testing Systems, LLC

This Second Amendment ("Amendment") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor ("**City/Client**"), and WorkSaver Employee Testing Systems, LLC, represented by Trevor Bardarson, President, and Manager ("**WorkSaver**"). The Amendment is effective as of July 14, 2023.

Whereas, on July 14, 2021, the City and WorkSaver entered into a Service Agreement for WorkSaver to provide physical agility testing for new hires and current employees of New Orleans EMS ("**Agreement**"); and

Whereas, on July 14, 2022, the City and WorkSaver entered into an amendment to extend the term of the Agreement for one year and to modify certain terms and conditions for continuity of services ("**Amendment One**"); and

Whereas, the City and WorkSaver, each having authority to do so, desire to enter this Amendment to extend the Agreement for one (1) additional year, through July 13, 2024, for continuity of services; and

Now Therefore, for good and valuable consideration, the City and WorkSaver amend the Agreement as follows:

- I. **Extension.** In accordance with Section (2)(B) of the Agreement, the term is extended for an additional one year from the Effective Date through July 13, 2024.
- II. **Standardized and Centralized Billing.** Client agrees and understands that WorkSaver Systems will be the only entity to be paid for services rendered in this Agreement. WorkSaver will provide centralized billing for all WorkSaver functional tests conducted within its WorkSaver Network.
- III. **Maximum Amount Payable.** The maximum amount payable under this Agreement is \$15,000.00.
- IV. **Fee Schedule.**
 - A. **Annual Administrative Fee: \$250**

This flat annual fee covers administrative fees for annual statistical analyses, annual ROI reports, ongoing 24/7 administrative staff assistance, accommodation review support, monthly newsletters, and liability and errors and omissions insurance. This fee will be invoiced upon activation of this Agreement and annually thereafter so long as the Parties mutually agree to extend the term of this agreement in writing.

- B. On-site Job Physical Demand Validation (PDV): \$150/hour (with a minimum Day Rate of \$1200) plus travel-related expenses as required. Onsite consulting time exceeding 8 hours per day will incur an additional fee of \$150/hour, prorated on a quarterly hour basis.

Travel Expenses: As required for the PDV process: Coach airfare round trip, rental car, fuel replacement, or cab or personal car use at current IRS rate, hotel reimbursement, and \$75 per diem (including travel days). Travel Time Expense: \$600 per each travel day (i.e., arrival and departure days)

- C. Creation of Functional Job Description and Customization of WorkSaver Protocol: \$350/ job title. Collapsed Job Titles: Jobs with the same physical demands may be collapsed under one FJD. The fee for a collapsed FJD is \$350* + \$50 for each additional job title.

*Any FJD that is created by collapsing several job titles that have the same or very similar physical demands into one master FJD (i.e., creation of one document covering several jobs under a single job classification) will require extra time to derive data and cross reference data from several job titles analyzed. The increased fee for the collapsed FJD reflects the extra time required to create the document.

Deliverables: Hard copy and electronic format (PDF formats).

- D. Validation of Additional Testing Protocols*: ~~\$175~~ - \$185 per person

*Involves testing incumbent employees to assess SME feedback on the validity of the test protocol. The Client should use when available, a test sample of both male and female employees. The Client can choose the number of employees to be used to engage in the PAT protocol validation tests. The greater the number of validation tests conducted, the stronger the support for test protocol validity. The minimum number of employees per validation study recommended is 8 employees per job title. If the Client does not have a sufficient number

of employees in each job title to meet the minimum number of test subjects as recommended and described above, then the Client should use the number of employees available.

E. WorkSaver Job-Specific Physical Ability Test (PAT):

New Hire PAT (Post-offer, Pre-Placement): ~~\$175~~ \$185 per person (1-1.5 hours) *

Return-to-Work PAT (Post-injury or illness): \$225 per person (2-2.5 hours) *

PAT for Cause: \$225 per person (2-2.5 hours) *

- V. **Convicted Felon Statement.** WorkSaver swears that it complies with City Code Section 2-8(c). No WorkSaver principal, member, nor officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
- VI. **Non-Solicitation Statement.** WorkSaver swears that it has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. WorkSaver has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.
- VII. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
- VIII. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

- IX. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an originally signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON THE NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, The City and WorkSaver, through their duly authorized representatives, execute this Agreement.

WORKSAVER EMPLOYEE TESTING SYSTEMS, LLC

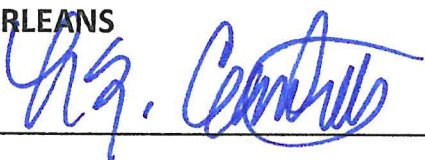
BY: 

TREVOR BARDARSON PT, OCS, CBES
PRESIDENT / MANAGER

27-3378305

FEDERAL TAX I.D.

CITY OF NEW ORLEANS

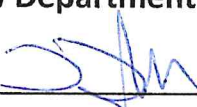
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 2nd of August, 2023.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy