

**AMENDMENT TO
AMENDED AGREEMENT FOR SERVICES
AT AN ONSITE CENTER**

This Amendment to Amended Agreement for Services at an Onsite Center (the "**Amendment**") is made and entered into as of the _____ day of June, 2023 (the "**Amendment Effective Date**"), by and between Concentra Health Services, Inc., a Nevada corporation, for the benefit of and on behalf of its subsidiaries, affiliates, and managed professional associations and corporations ("**Concentra**") and the Town of Palm Beach, a Florida municipality ("**Client**").

RECITALS

WHEREAS, Concentra and Client previously entered into an Agreement for Services at an Onsite Center dated August 1, 2022, and an Amended Agreement for Services at an Onsite Center dated August 10, 2022 (collectively, the "Agreement"); and

WHEREAS, Concentra and Client desire to amend the scope of work and the staffing model;

WHEREAS, Concentra and Client desire to amend Section 8. Insurance and Section 12. Indemnification; and

WHEREAS, Client desires to engage Concentra, and Concentra desires to accept such engagement, to provide the Services, on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined in this Amendment, shall have the same meanings as in the Agreement.
2. Scope of Work and Staffing Model. The Agreement is amended by deleting Exhibits A and B and replacing them with the new Exhibits A and B attached hereto and made a part hereof.
3. Insurance. The Agreement is amended by deleting Section 8. Insurance in its entirety and replacing it as follows:
 8. Insurance. Upon execution and delivery of this Agreement, Concentra shall provide to Client certificates of insurance evidencing Concentra's commercial general liability and professional liability insurance coverage in the amounts listed on the attached Exhibit C for Services rendered by Concentra. Concentra shall notify Client thirty (30) days prior to any modification, cancellation, or termination of such insurance that may affect Client.
4. Indemnification. The Agreement is amended by deleting Section 12. Indemnification in its entirety and replacing it as follows:
 12. Indemnification. To the fullest extent allowed by law, Concentra shall indemnify and hold harmless Client, and Client's officers, agents, and employees from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of every kind and character in connection with, or arising directly or indirectly out of or related to this Agreement and the Work performed hereunder. Without limiting the generality of the foregoing, Concentra's indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Concentra agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Concentra's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the

foregoing, Concentra's obligation of indemnity, protection, defense, and reimbursement shall not extend to liability for damage or injury to persons or property to the extent such damage was caused by any act, omission, or default of the Client, or by the Client's officers, agents and employees.

A design professional employed by a business entity or an agent of the business entity is not individually liable for damages resulting from negligence occurring within the course and scope of a professional services contract. Any damages are solely economic in nature and the damages do not extend to personal injuries or property not subject to the contract.

Concentra acknowledges and agrees that Client would not enter into a contract without this indemnification of Client by Concentra, and that Client's entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Agreement. Nothing in this Agreement shall be construed to affect in any way the Client's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

5. Ratifications. The terms and provision set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provision of the Agreement, as expressly modified and superseded by this Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
6. Counterparts. This Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

IN WITNESS WHEREOF, Concentra and Client have each caused this Amendment to be executed as of the date first set forth above.

TOWN OF PALM BEACH

CONCENTRA HEALTH SERVICES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A SCOPE OF WORK ("SOW")

1. Location. Services provided at the following location:

Onsite Center address	City, State, Zip	Onsite Contact
Town of Palm Beach, 951 Old Okeechobee	West Palm Beach, FL 33401	Gillian Barth

2. Statement of Work.

Occupational Health

- Work-related injury and illness assessment
- Examination and Management
 - DOT Physicals
 - Public Safety Physicals
- Medication and Injections
- Hepatitis Vaccines A&B
- Laboratory Collection
- Special Testing - Diagnostic:
 - Audiogram
 - Pulmonary function
 - Respirator-fit
- Drug and Alcohol Screens
 - Breath alcohol
 - Drug screens
- Assessments
 - Injury Prevention Training
 - Ergonomic Assessments
 - Job Analysis

Primary Care

- Chronic Disease Management
- Preventative Care
- Lifestyle Medicine
- Routine gender/age-specific exams and screenings
- Laboratory collections
- Immunizations
- Medication management
- Care coordination

Acute Episodic Care

Common Illnesses

- Upper Respiratory Infections
- Headaches
- Sore throats
- Pulmonary function
- Sprains/strains/lacerations
- Gastrointestinal complaints
- Rashes
- Urinary Tract Infection

Pharmacy

- Limited formulary pharmacy services

Wellness

- Health Risk Assessment
- Biometric Screening
- Vaccines
- Health Fairs

Employer Services

Pre-Employment Physicals - Post-Offer/Pre-Employment Physical Examination to candidates offered employment

- Evaluation by a medical professional to determine if an individual is physically and/or mentally able to perform the essential functions of their desired position and in accordance with the physical requirements and working conditions as defined in the job description provided by the Town
 - Pre-employment physicals for prospective firefighters in accordance with NFPA Standards.
 - Results communicated back to the Town within 3-4 business days (unless otherwise noted)
 - Job-Related Physical Examinations for Non-DOT and DOT

PRE-EMPLOYMENT PHYSICALS
Police Officer
<u>Physical Exam:</u> Includes 75 and 75A forms from FDLE
Physical w/vital signs
X-Ray: 2 Views of the chest
OSHA Respiratory Medical Evaluation Questionnaire
Urine Dip for sugar, blood protein
Visual Acuity (Titmus)/Snellen & Ishihara color
Audiometric Testing
Spirometry/PFT
EKG
TB Test (PPD) – QuantiFERON TB Gold Test for those with a history of positive PPD
<u>Blood Specimen Collection:</u>
HIV ½ AB Screen
Acute Hep Panel (Includes A, B antigen/antibody, and C)
Hepatitis B Surf Ab Quant
Comp Metabolic Panel (14)
Lipid Panel
CBC w/Diff w/Plt
PSA (for applicants over 50 YOA)
Firefighter
<u>Physical Exam:</u>
Physical w/vital signs
Urine Dip for sugar, blood, protein
2 Views of the chest
OSHA Respiratory Medical Evaluation Questionnaire
Visual Acuity (Titmus)/Snellen & Ishihara color
Audiometric Testing
Spirometry/PFT
EKG
TB Test (PPD) – QuantiFERON TB Gold Test for those with a history of positive PPD or T-Spot
<u>Blood Specimen Collection:</u>
HIV ½ AB Screen
Acute Hep Panel (Includes A, B antigen/antibody, and C)
Hepatitis B Surf Ab Quant
Comp Metabolic Panel (14)
Lipid Panel
CBC w/Diff w/Plt and screens for Lymphoma, Myeloma & Leukemia
PSA
Thyroid-Stimulating Hormone (TSH)
Telecommunicator
<u>Physical Exam:</u>
Physical with vital signs
Audiometric Testing
Non-DOT General Employee
<u>Physical Exam:</u>
Physical exam with vital signs
<u>Lift Test:</u>

Jobs that require a weightlifting requirement of 75lbs will require a physical exam that determines if the employee can meet the lifting requirement

DOT General Employee

Physical Exam:

DOT physical

Lift Test:

Jobs that require a weightlifting requirement of 75lbs will require a physical exam that determines if the employee can meet the lifting requirement

Pre-Employment Drug Testing

- Police Sworn & Telecommunicators – Urine Non-DOT (10 Panel) and Hair Collection
- Fire Certified Employee – Urine Non-DOT (10 Panel)
- General Employee determined by position either DOT (5 panel) v non-DOT (10 panel)

Annual Physicals for Public Safety Physical Exam Per NFPA 1582

Work Physical Exam
Vital Signs – temperature, height/weight, blood pressure, pulse rate and respiratory rate
OSHA Respirator Medical Evaluation Questionnaire
Urinalysis
Vision/Titmus Visual Acuity
Near and far point
Color vision
Audiometry
Spirometry
EKG – Twelve-lead resting tracing
Ultrasound rotation schedule – year 1 – Abdomen, Aorta & Pelvic/Testicular, Year 2 – Thyroid and Echo
Radiology – Chest X-Ray shall be repeated every five (5) years or as medically indicated
PPD → For employees with a history of positive PPD, then QuantiFERON – TB Gold test will be used.
Labs
• Comprehensive Metabolic Panel (14)
• CBC w/Differential/Platelet to include screens for Lymphoma, Myeloma and Leukemia
• Lipid Panel
• Hepatitis Panel (4)
• Hepatitis B Surf Ab Quant
• HIV Screen
• Thyroid-stimulating Hormone (TSH) screens for Thyroid Cancer

Fitness Component per NFPA 1583

Muscular Strength and Endurance Evaluation per NFPA 1583:
• Arm Strength Evaluation
• Push-up muscle endurance evaluation
• Prone Static plank core stabilization Assessment
• Sit and reach flexibility evaluation
• Aerobic Endurance Evaluation (VO2 Max Calc)
• Flexibility Evaluation
• Nutrition and Diet Recommendations

Drug Screening

- Police and Fire – monthly random saliva & breath alcohol
- DOT – quarterly random urine & breath alcohol
- Post-Accident/Injury DOT (5 panel) and non-DOT (10 Panel) and breath alcohol
- Reasonable suspicion drug screening
- Pre-employment Urine, Hair collection (police & telecom) and breath alcohol

Fit for Duty Exams

Fit for Duty exams to determine performance for essential functions per job description.

Provide thorough and complete medical records review and evaluation, including medical information from external providers and coordination of receiving those records.

Receive and evaluate results for fitness for duty examinations provided by other vendors and provide findings and recommendations to Town.

Medical Leave Verification/Clarification

Upon request, provide verification and/or clarification of employees' need for medical leave.

Receive FMLA approved leave documents from Prudential/department/employee. Keep in employee's medical file.

Receive return to work notes from employees/departments, review and advise of clearance to return to work. Keep in employee's medical file.

Vaccines

- Administer vaccines and provide training for Blood Borne Pathogens to new hires for Police, Fire and field Public Works employees
- Hepatitis A & B vaccine with testing done as outlined in Center for Disease Control and Prevention (CDC) guidelines
- Flu
- COVID
- Adult Tetanus/Diphtheria

Workers' Compensation

- Occupational Injury/Workers' Compensation Case Management
- Initial triage of injury and illness
- Complete First report of injury and other associated workers' compensation paperwork as required
- Risk Manager and/or insurance adjuster will be required to approve care for work-related injuries/illnesses

Case coordination and case management for work-related injured/ill employees of the Town. Services must be requested by the Town. The case management system must be designed so that the injured/ill employee is closely monitored, and medical care is coordinated, in conjunction with the Town's Risk Manager, from the time of injury until the case is closed.

Evaluate medical records from outside providers, determine major contributing cause and place at maximum medical improvement.

Post-exposure testing and examinations to comply with any applicable federal, state, or local provisions. For example, Blood Borne Pathogen exposure.

Subcontracting

The Town reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the On-Site Clinic shall promptly do so, subject to acceptance of the new subcontractor by the Town.

3. **Staffing:**

Concentra agrees to provide the following staff:

Clinician			
	FTE Count	Hours Per Week	Backfill
Physician Oversight (PO)	Provided		<input type="checkbox"/> Yes <input type="checkbox"/> No
Advanced Practice Clinician (NP/PA)	1	40	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
General & Support Staff			
	FTE Count	Hours Per Week	Backfill
Medical Assistant (MA)	1	40	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

4. **Hours of Operation:**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	8am-5pm	8am-5pm	8am-5pm	8am-5pm	8am-5pm	

*The hours of operation set forth in this Exhibit A are the general hours the Onsite Center will be open. Specific services may be offered at various times within the hours of operation as agreed to by the parties in writing and as adjusted from time to time.

5. **Concentra Recognized Holidays:**

New Year's Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Memorial Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Independence Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Labor Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Thanksgiving Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Christmas Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed

Additional Client Recognized Holidays:

Martin Luther King,	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
President's Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Day After Thanksgiving	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Christmas Eve	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
New Year's Eve	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Veteran's Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Juneteenth	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed

6. **Eligible Participants:**

Employees

7. **Electronic Medical Records**

Concentra Electronic Medical Records

EXHIBIT B
PROGRAM FEES ("FEES")

Estimated Start-up Costs			One-time Fee
Added Furniture, Fixtures, & Equipment (FF&E) (pass-through)			\$14,107
Network Connectivity (pass-through)			\$700
Technology/Software Installation			\$4,700
Implementation Fee – new MA			\$3,700
Implementation Team Travel (pass-through)			As Incurred
TOTAL START-UP COSTS			\$23,207
Estimated Labor Fees (Staffing)	Hourly	Monthly	Annual
Physician Oversight	n/a	\$2,600	\$31,200
Advanced Practice Clinician (NP/PA) – 1 FTE	\$109.93	\$19,055	\$228,660*
Medical Assistant – 1 FTE	\$38.94	\$6,750	\$81,000
TOTAL LABOR FEES		\$28,405	\$340,860
Estimated Ongoing Fixed Fees		Monthly	Annual
Added Hardware Use/Software Fee (MA)		\$208.33	\$2,500
Current Hardware Use/Software Fee (APC)		\$516.67	\$6,200
TOTAL ONGOING FIXED FEES		\$725	\$8,700
Estimated Pass-Through Costs		Monthly	Annual
Office/Medical Supplies, Laboratory		\$2,917.00	\$40,000.00
Outsourced Ultrasounds – Trident		\$4,500.00	\$54,000.00
TOTAL ESTIMATED PASS-THROUGH COSTS		\$7,417.00	\$94,000.00
TOTAL ESTIMATED ANNUAL COSTS			\$466,767

Please note that this includes the annual 3% escalator for the Clinician in 2023-2024.

1. The table above is based on current estimates of scope and volume

- (a) Any scope or volume changes may require additional Fees by amendment to this Agreement

2. Start Up Fees

- (a) The actual one-time Fee for supply and equipment will be dependent upon the facility size and configuration
- i. Items purchased will be passed through as incurred
- (b) Implementation Fee to be billed upon executed Letter of Intent or execution of this Agreement, whichever comes first
- (c) Staffing will begin up to thirty (30) days prior to the Onsite Center opening and will be billed as incurred until Onsite Center opening day.
- (d) Implementation is anticipated to be finalized within ninety (90) days of the implementation commencing. The parties agree that implementation is considered complete on the date the Onsite Center is open for business
- (e) Please note the amounts applied for recruiting are estimated, actual cost may vary, and estimate does not include placement cost from a recruiting agency

- i. If deemed necessary, will be passed through to Client at cost
- 3. Concentra will bill ongoing labor and technology fees to the Client as a flat monthly fee at 1/12 of the annual rate
 - (a) Concentra's standard payment terms are net thirty (30) days
 - (b) On the earlier of (i) the beginning of each twelve (12) month period after the Effective Date of this Agreement; or (ii) on the anniversary of the commencement date of the existing Agreement between the parties (if applicable), all the Fees provided in the table above (excluding the pass-through items) shall automatically increase three percent (3%).
 - (c) If additional hours are deemed temporarily necessary for existing staff members and/or staff roles that are not overtime hours, they will be billed as incurred at the hourly rates listed above in addition to the Monthly Fixed Fees
 - (d) If the checkbox for Back-fill above is checked "Yes":
 - i. The hourly charge for Back-fill for that position is included in the Monthly Fee above
 - (e) If the checkbox for Back-fill above is checked "No":
 - i. If Back-fill is provided anyway upon mutual agreement of the parties, then the hourly rate shown above shall be billed as incurred in addition to the Monthly Fee for that position
 - ii. Client shall be responsible for paying the fixed monthly fees while Concentra employees are out of the office on PTO, FMLA, or bereavement
 - (f) The fixed Monthly Fees shall be paid even if the clinic location is inaccessible due to temporary shutdowns and Client recognized holidays
 - (g) Does not include overtime, supplemental pay, holiday pay, on call pay, or bonuses for Concentra employees, whether requested by Client or deemed medically or operationally necessary for patient care
 - i. If incurred, will be billed at current standard applicable rates (Overtime billed at 1.5X the applicable rate above; Holidays worked billed at 2.0X the applicable rate above, etc.)
 - (h) The monthly retainer for physician oversight shall include up to four (4) hours of the assigned physician's time per week
 - i. Required oversight may be telephonic, in-person, and/or case review via the EMR (as applicable)
 - ii. Any additional hours worked beyond this amount shall be billed on an hourly basis as incurred at a rate of \$250 per hour
- 4. Technology Fees include:
 - (a) Software fees (subject to change based on changes to staffing model)
 - (b) EMR Hardware Fee (all hardware purchases, maintenance of hardware, and replacement of hardware items necessary to provide the EMR solution, but excluding consumables)
 - (c) Patient survey
 - (d) Standard quarterly stewardship reporting
 - i. If customized reporting is requested by Client and is mutually agreed upon, then that customized reporting would be created by Concentra and billed on a time and materials basis at a rate of \$75 per hour of Concentra developer time spent in its creation and ongoing delivery.
 - (d) Zero (0) standard data feed(s) has been included in the above Fees for eligibility files. If Client requires data feeds, then additional Fees shall apply:
 - i. If the desired data feed matches our standard layout, each additional feed would be \$2,500.00.
 - ii. If customized feeds are requested by Client (i.e. insurance carriers, etc.), then that customized feed would be created by Concentra and billed on a time and materials basis at a rate of \$75 per hour of Concentra developer time spent in its creation.
- 5. All other costs will be passed through as incurred
 - (a) Travel and mileage (at the current applicable IRS rate) expenses incurred in the performance of required services (including but not limited to clinical and physician travel, travel between Client locations, onsite staff travel for training, monthly meetings, mutually agreed agency expenses that may be incurred during any Term, quarterly stewardship meetings, audits, any Back-fill and colleague performance management) will be billed back at actual cost without additional markup or management fee

- (b) All consumable items necessary for day-to-day clinic operation, whether requested by client or deemed medically or operationally necessary by clinic staff, will be passed through to client as incurred without markup
 - i. Passed through items include, but are not limited to: medical supplies, office supplies, laboratory fees and supplies, shipping of specimens, break room supplies, printing, postage, parking fees, uniforms, laundry, equipment calibration and maintenance, biohazard disposal, cell phones and data plans, third party services such as MROs or X-ray over reads if necessary, etc.

Any change in scope to the Agreement that require certifications to comply (CAOHC, BAT, UDS, DOT, etc.), and any travel related to this training will be passed through to Client as incurred.

EXHIBIT C

INSURANCE

Concentra shall provide at its own cost and expense during the life of the contract, the following insurance coverages to Ebix (30) thirty business days prior to the commencement of any work. All sub-contractor's including any independent contractors and subcontractors utilized must comply with these requirements. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies including premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Concentra to advise Ebix, the Town's insurance certificate management service provider, at townofpalmbeach@ebix.com; P.O. Box 100085-HM, Duluth, GA 30096 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular service or change in service provided by the Concentra.

If the service provider maintains higher limits than the minimums shown below, the Town requires and shall be entitled to coverage for the higher limits maintained by the Concentra.

Professional Medical Malpractice Coverage:

\$1,000,000 per occurrence

\$3,000,000 annual aggregate

Where applicable, limits shall be in accordance with the Patient Compensation Fund Guidelines.

Commercial General Liability Coverage:

\$1,000,000 per occurrence

\$3,000,000 general aggregate

Concentra and all subcontractors will endorse the Town of Palm Beach as an Additional Insured under their General Liability policy. The Certificate of Insurance shall indicate an Occurrence Basis. Concentra and the subcontractor's General Liability coverage shall be primary and non-contributory.

Automobile Liability Coverage:

\$2,000,000 combined single limit

The Town of Palm Beach shall be endorsed as an additional under the automobile liability coverage.

Workers' Compensation Coverage:

1. Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 . A waiver of subrogation must be provided
2. Employer's liability coverage at the following amounts:
 - a. Each accident: \$1,000,000
 - b. Disease (each employee): \$1,000,000
 - c. Disease (policy limit): \$1,000,000

Cyber Liability Coverage

\$1,000,000 per occurrence including coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized access, and use; introduction, implantation or spread of malicious software code; and Privacy & Security Breach Response/Expense coverage.

For policies written on a claims made basis, service providers shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, service provider must purchase an extended reporting period rider during the life of this contract or not less than 3 years. Coverage is to apply on a primary basis.