

**AMENDMENT TO THE AGREEMENT FOR SERVICES AT AN ONSITE CENTER
BETWEEN THE CITY OF DELRAY BEACH AND CONCENTRA HEALTH SERVICES, INC.**

THIS AMENDMENT (the "Amendment") to the Agreement for Services at an Onsite Center dated January 30, 2017 (the "Agreement") by and between **CONCENTRA HEALTH SERVICES INC.** ("Concentra") and the **CITY OF DELRAY BEACH, FLORIDA** (the "Client"), is entered into as of this 12th day of November, 2019.

WITNESSETH:

WHEREAS, the **Client** and **Concentra** mutually covenant and agree to amend and modify the Agreement; and

WHEREAS, the **Client** and **Concentra** desire to extend the term of the Agreement to January 30, 2021; and

WHEREAS, the **Client** and **Concentra** agree to include an additional rate for staff utilized that exceeds the current staffing model when necessary to perform the Services under the 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 is acknowledged, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Term. The Term of the Agreement is extended to January 30, 2021. This Agreement may be renewed for one (1) additional one (1) year term ("**Renewal Term**") upon mutual agreement and executed amendment between the parties.
3. Staffing Model. The Agreement is amended by deleting Exhibit "**A**" and Exhibit "**B**" of the Agreement and replacing them with the attached Exhibit "**A**" and Exhibit "**B**" incorporated by reference.
4. Compensation. The Agreement is amended by deleting paragraph 2(a) and replacing it with the following:
 - (a) Client shall pay Concentra fees set forth in Exhibit "**B**" (the "**Fees**"). 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 on Exhibit "**B**" (excluding the pass-through items) shall automatically increase three percent (3%). Concentra shall invoice Client monthly and Client shall remit payment to Concentra as provided in Exhibit "**B**" upon receipt of invoice. Client agrees to pay any sales, use, excise or similar taxes applicable to the Services provided for hereunder.
5. Ratifications. The terms and provisions 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.

[Remainder of page intentionally left blank]

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

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Katerri Johnson, City Clerk

By: Shelly Petrolia, Mayor

Approved as to Form:

(SEAL)

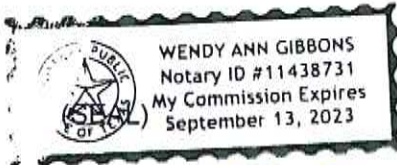
Lynn Gelin, City Attorney

CONCENTRA HEALTH SERVICES, INC

By:

Printed Name: John DeLorimier

Title: Executive Vice President



STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 12th day of November, 2019 by John DeLorimier as Att (name of officer or agent, title of officer or agent), of Concentra Health Services, Inc. (name of corporation acknowledging), a Nevada (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced drivers license (type of identification) as identification.

Notary Public - State of Texas

EXHIBIT A
SCOPE OF WORK ("SOW")

1. Location. Services provided at the following location:

Onsite Center address	City, State, Zip	Onsite Contact
525 N.E 3 rd Ave, Suite 104	Delray Beach FL 33444	Sue Radig

2. Statement of Work.

Clinic utilization shall be monitored monthly by both Concentra and the City of Delray Beach to determine the necessary staffing and operating hours. Hours of operation may be modified periodically based on patient needs with mutual approval by Concentra and the City of Delray Beach.

This staffing model will support clinical services for an average daily census of 18-20 patient encounters per clinician per 8-hour clinic day. If exceeded, additional clinical or medical support staff will be recommended to support patient demand, medical acuity or complexity. If declines recommendation, this may negatively impact patient satisfaction and clinic wait times and would remove any performance guarantee associated with these items.

Occupational Health

- Examination and Management
 - DOT Physical
 - General Physicals
- Medication and Injections
- Laboratory Collection
- Special Testing - Diagnostic:
 - Audiogram
 - Pulmonary function
 - Stress Testing
 - Respirator-fit
- Drug and Alcohol Screens
 - Breath alcohol
 - Drug screens

Acute Episodic Care

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

Primary Care

- Chronic Disease Management
- Routine Annual Exams and Screenings
- Prescription Management
- Preventive Care
- Care Coordination
- Lifestyle Medicine
- Lab Draws
- Immunizations

3. Staffing:

Concentra agrees to provide the following staff:

Clinician		
	FTE Count	Hours Per Week
Physician(s)	1.0	40.0
Advanced Practice Clinician (NP/PA)	0.625	25.0
General & Support Staff		
	FTE Count	Hours Per Week
Registered Nurse (RN)	0.9125	36.5
Center Operations Director/Radiology Technician (RT)	0.9875	39.5
Medical Assistant (MA)	1.0	40.0
Registered Dietitian/Nutritionist	0.25	10.0
PRN Nurse Coverage	As Needed	As Needed

4. Hours of Operation.

Onsite Center Hours:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8am-5pm	8am-5pm	8am-5pm	7:30am-5pm	7:00am-1pm	Closed	Closed

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 and as adjusted from time to time.

Physician Hours – 30-minute lunch each weekday excluding Thursday and Friday

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8am-5pm	8am-5pm	8am-5pm	7:30am-4:30am	7am-1pm	Closed	Closed

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 and as adjusted from time to time.

Advanced Practice Clinician (APC) Hours - 30-minute lunch each weekday excluding Wednesday, Thursday and Friday

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
9am-5pm	9am-5pm	Off	12pm-5pm	7am-12pm	Closed	Closed

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 and as adjusted from time to time.

Registered Nurse Hours - 30-minute lunch each weekday excluding Friday

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
9am-5pm	9am-5pm	9am-5pm	7:30am-5pm	7am-12pm	Closed	Closed

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 and as adjusted from time to time.

Radiology Technician/Center Operations Director Hours - 30-minute lunch each weekday excluding Friday

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8am-5pm	8am-5pm	8am-5pm	8am-5pm	7am-1pm	Closed	Closed

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 and as adjusted from time to time.

Medical Assistant Hours - 30-minute lunch each weekday excluding Friday

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8am-5pm	8am-5pm	8am-5pm	7:30am-5pm	7am-12:30pm	Closed	Closed

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 and as adjusted from time to time.

5. 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

6. Eligible Participants:

Employees	Children (2-12 years old)
Dependents	Retirees

7. Costs to Patients for Services at Onsite

Co-Pay: None collected

8. Electronic Medical Records

GE/Allscripts

EXHIBIT B
PROGRAM FEES ("FEES")

Estimated Onsite Center Program Costs			
Labor Costs			
<i>Position</i>	<i>Hourly</i>	<i>Monthly</i>	<i>Annual Fee</i>
Physician(s)	\$176.67	\$30,674.42	\$368,093
Advanced Practice Clinician (NP/PA)	\$122.89	\$13,313.49	\$159,762
Registered Nurse (RN)	\$70.39	\$11,133.73	\$133,605
Center Operations Director/Radiology Technician (RT)	\$46.43	\$7,947.40	\$95,369
Medical Assistant (MA)	\$31.00	\$5,373.33	\$64,480
Registered Dietitian/Nutritionist	\$49.00	\$2,123.33	\$25,480
TOTAL LABOR COSTS		\$70,565.75	\$846,789
PRN Nurse Coverage	\$35.00		
Ongoing Costs			<i>Annual Fee</i>
Technology Fee			\$16,000
X-Ray Software Fee			\$6,000
TOTAL ONGOING FIXED FEES			\$22,000
ESTIMATED FIXED FEES			\$868,789

- The table above is based on current estimates of scope and volume
 - Any scope or volume changes may require additional Fees
- Travel and mileage (at the current applicable IRS rate) expenses incurred in the performance of required services (monthly meetings, quarterly stewardship meetings, audits, and colleague performance management) will be billed back at actual cost without additional markup or management fee
- Does not include overtime, supplemental pay, holiday pay, on call pay, or bonuses for Concentra employee, whether requested by Client or deemed medically or operationally necessary for patient care
 - Overtime and holiday pay to be billed at a rate of 1.5x the current standard hourly rate
 - Supplemental pay, on call pay, and bonus to be billed as incurred
- Any mandatory re-certifications necessary to stay in compliance (CAOHC, BAT, UDS, DOT, etc.), and any travel related to this ongoing training will be passed through to Client as incurred
- Please note the amounts included in hourly rates for recruiting are estimated, actual cost may vary and estimate does not include placement cost from a recruiting agency. If deemed necessary, will be passed through to Client at cost
- Includes standard quarterly stewardship reporting.
- Any ad hoc reporting will be billed on a time and materials basis at \$185 per hour
- Concentra will bill labor and technology fees to the Client as a flat monthly fee at 1/12 of the annual rate
- All other costs will be passed through as incurred
- Our standard payment terms are net thirty (30) days
- All fixed fees above (labor and technology) subject to a three percent (3%) annual price increases upon each 12-month anniversary of the Agreement