

**AGREEMENT FOR SERVICES
AT A WORKSITE MEDICAL FACILITY**

This Agreement for Services at a Worksite Medical Facility (the "Agreement") is made and entered into as of the 18th day of December, 2012 (the "Effective Date"), by and between Concentra Health Services, Inc., a Nevada Corporation, ("Concentra") and the City of Delray Beach ("Client").

RECITALS

WHEREAS, Concentra is in the business of providing certain healthcare services through its affiliates, including those services as described on **Schedule I** attached hereto (the "Services"); 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:

AGREEMENT

1. **Obligations of the Parties.**

(a) During the term of this Agreement, Concentra shall, through its affiliates, provide the Services described on **Schedule I**.

(b) Client agrees to provide adequate office and clinic space, telephone, fax capability, computer and online availability, and supplies for the Concentra employee(s) to provide the Services, and the fee schedule set forth on **Schedule II** has been determined in consideration of this Section 1(b).

2. **Compensation.** In consideration of Concentra's provision of the Services pursuant to Section 1, Client shall pay Concentra and/or its designated affiliate in accordance with the fee schedule set forth on **Schedule II** hereto (the "Fees"). At the beginning of each 12-month period of this Agreement, commencing on the date which is 12 months following the Effective Date, the Fees for the prior 12-month period shall be increased by the (i) the percentage change in the Consumer Price Index, All Urban Consumers (CPI-U) for medical care or (ii) 6%, whichever is less. Concentra shall invoice Client, in advance, no more frequently than monthly, and Client shall remit payment to Concentra within thirty (30) days of receipt of invoice.

3. **Term and Termination.**

(a) The initial term of this Agreement shall be a period of three (3) years commencing on the Effective Date, with Concentra to begin delivering healthcare services on January 2, 2013. Thereafter, this Agreement shall automatically renew for successive additional terms of one (1) year each, unless sooner terminated as provided herein.

(b) Following the first twelve (12) months of this Agreement, either party may terminate this Agreement at any time, without cause, upon at least ninety (90) days prior written notice to the other party.

(c) Except as otherwise provided in Section 7(a) of this Agreement, either party may terminate this Agreement immediately upon written notice to the other party in the event of such other party's breach of a material provision of this Agreement which remains uncured for a period of thirty (30) days following receipt of written notice specifying the breach complained of.

(d) In the event Client terminates this agreement without cause at any time during the initial twelve (12) months of the Agreement, Client will pay Concentra an early termination penalty in an amount equal to three (3) times the average monthly fee (based upon the amount of the monthly fee paid during the term of the Agreement) within thirty (30) days of the date of termination of the Agreement.

4. Compliance with Laws. In the performance of its duties and obligations pursuant to this Agreement, Concentra shall comply with all laws, rules, and regulations applicable to Concentra in connection therewith. Concentra further shall ensure that all personnel performing Services hereunder are appropriately licensed and/or certified to perform the Services, and be in good standing with his or her professional association. In the event that any personnel performing Services has his or her license restricted, revoked, or suspended, Concentra shall promptly remove said personnel.

5. Insurance. Promptly following the 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 Schedule III for services rendered by Concentra. Concentra shall notify Client thirty (30) days prior to any modification, cancellation, lapse, or termination in such insurance, which may affect Client.

6. Nature of Relationship. Concentra shall perform this Agreement as an independent contractor to Client and, except as specifically provided in this Agreement, Concentra shall be solely responsible for the means and methods used to perform its obligations to Client. Concentra and Client specifically acknowledge and agree that all individuals who will be performing services hereunder are agents or employees of Concentra and not of the Client. Nothing in this Agreement is intended or shall be construed to create a joint venture, agency, partnership, employer/employee relationship or any legal or equitable relationship other than that of client and independent contractor.

7. Non-Solicitation and Non-Recruitment. Client acknowledges and agrees that the relationship between Concentra and its affiliate employees who work with Client in the performance of Services hereunder constitutes a valuable asset of Concentra. Therefore, Client will not directly or indirectly induce, or attempt to induce, with the exception of the posting of a job vacancy in accordance with the City's hiring procedure, any employee of Concentra to terminate his or her employment or hire away or attempt to hire away any employee of Concentra, during the term of this Agreement and for one (1) year following the expiration or termination of this Agreement for any reason. Should Client solicit an employee in violation of this Section, Concentra may terminate immediately this Agreement upon written notice to Client and shall receive as liquidated damages from Client the equivalent of the early termination penalty described in Section 3(d) of this Agreement. Should Client hire an employee in violation of this Section, Concentra may terminate immediately this Agreement upon written notice to Client and shall receive as liquidated damages for each employee hired, an amount equal to one (1) time the annual salary of each employee hired. This Section shall survive the termination of this Agreement.

8. Confidentiality

(a) The Client is bound by the State Public Records Act which provides for the mandatory disclosure of certain records to the public upon request. Any disclosure by the Client pursuant to the Public Records Act shall be exempt from the provisions of this section.

(b) The parties recognize and acknowledge that in the course of performing its duties and obligations under this Agreement such parties may have access to the other party's trade secrets and confidential or proprietary information (the "Information"). Information shall include, but not be limited to, this Agreement and the terms contained herein. Each party hereby agrees that, except when required by law and the State Public Records Act, it will not disclose, in whole or in part, such Information for its own purposes or for the benefit of

any other person, firm, partnership, association, corporation or business organization, entity or enterprise. In connection therewith, each party represents and warrants that any employee or agent of a party that has access to the Information of the other party has executed a written agreement obligating each individual to adhere to and be subject to the terms of this Section. Both parties shall maintain the confidentiality of medical records generated hereunder in accordance with applicable law and shall protect from disclosure any protected health information, as defined in 45 CFR §164.501, or individually identifiable health information as defined in 45 CFR Parts 160-164 and the federal security standards as contained in 45 CFR Part 164. The parties shall enter into a Business Associate Addendum attached hereto as Schedule IV.

(c) The parties agree that, in the event of a disclosure or threatened disclosure of such Information in a manner inconsistent with the terms of this Agreement, through any means whatsoever, the injured party may terminate this Agreement and may, in addition to any other remedies to which it may be entitled: (i) demand the return of any and all documents or other tangible items which reflect, reveal, disclose, constitute, compromise, or embody such Information and any or all copies thereof, whereupon the party disclosing, or threatening to disclose, such Information in a manner inconsistent with the terms of this Agreement shall promptly comply with such demand; and (ii) be entitled to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and/or permanent injunctive relief to enforce any provision hereof, without the necessity of proof of actual injury, loss or damage. It is the intention of the parties hereto that, in enforcing the provisions of this Section, a court may take into consideration, among other factors, each of the parties' interest in maintaining the confidentiality of such Information. Anything contained in this Section to the contrary notwithstanding, the provisions of this Section are not intended to cover information, which is in the public domain or becomes generally known.

This Section shall survive the termination of this Agreement.

9. Indemnification.

(a) Each party shall indemnify, defend, and hold harmless the other party, and such other party's officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorney's fees), arising out of or in connection with the negligence or misconduct of the indemnifying party in the performance of its duties and obligations pursuant to this Agreement, subject to the monetary limits set forth in Florida Statute 768.28 and the Florida Constitution as to the City. Nothing contained herein shall be deemed a waiver of the City's Sovereign Immunity.

(b) In the event that a Client employed or contracted physician provides physician oversight (the "Client Physician") to and for a Concentra employed or contracted nurse or physician assistant providing Services under this Agreement, Client shall indemnify, defend, and hold harmless Concentra, and Concentra's officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorney's fees), arising out of or in connection with the negligence or misconduct of the Client Physician, subject to the monetary limits set forth in Florida Statute 768.28 and the Florida Constitution as to the City. Nothing contained herein shall be deemed a waiver of the City's Sovereign Immunity.

(c) The party seeking indemnification shall promptly notify in writing the party from whom indemnification is sought of any claim asserted against it for which such indemnification is sought, and shall promptly deliver to the party from whom indemnification is sought a true copy of any such claim including, but not limited to, a true copy of any summons or other process, pleading, or notice issued in any lawsuit or other proceeding to assert or enforce such claim. Where acceptance of its obligation to indemnify is deemed proper by the indemnifying party, said party reserves the right to control the investigation, trial, and defense of such lawsuit or action (including all negotiations to effect settlement) and any appeal arising therefrom and to employ or engage attorneys of its own choice.

(d) The party seeking indemnification may, at its own cost, participate in such investigation, trial, and defense of such lawsuit or action and any appeal arising therefrom. The party seeking indemnification and its employees, agents, servants, and representatives shall provide full cooperation to the indemnifying part at all times during the pendency of the claim or lawsuit, including without limitation, providing them with all available information with respect thereto.

This Section shall survive the termination of this Agreement.

10. Medical Records.

(a) Custodian. Concentra shall serve as custodian of such medical records during the term of this Agreement. Concentra will provide copies of such medical records to the Client upon Client's written request with properly executed release from the employee/patient. Such request shall be subject to a reasonable charge for producing such records.

(b) Access. Client understands and acknowledges that he/she is not entitled to access any patient medical records except to the extent minimally necessary to determine a workers compensation claim. Concentra is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Concentra may only disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

This Section shall survive the termination of this Agreement.

11. Security Audit Rights.

(a) Upon reasonable advance notice, Concentra reserves the right to perform security audits at the worksite to evaluate the adequacy of Information Technology Resources and Information Technology Services as defined herein. Concentra reserves the right to use appropriate tools and technology to monitor, encrypt or scan as appropriate. Concentra shall be provided reasonable access to premises and technology resources to verify conformance to the terms of this Agreement. Concentra shall be permitted to conduct these audits with any or all its own internal resources or by securing the services of a third party firm, solely at Concentra's election. Concentra shall have the right to copy, at its own expense, any record related to the Services performed pursuant to this agreement.

(b) For purposes of this Section, the term "Information Technology Resources" includes, but is not limited to, hardware, application software, system software, and information (data), and the term "Information Technology Services" includes, but is not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. All Information Technology Resources shall be sufficiently protected according to Concentra Security standards, which shall be provided in writing to Client and shall be substantially in the form attached hereto as Schedule V.

12. Miscellaneous.

(a) Entire Agreement; Amendment. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, and arrangements, written or oral, between the parties hereto regarding the subject matter hereof. Only a written instrument executed by both parties may amend this Agreement.

(b) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given (i) when personally delivered, (ii) when sent via overnight delivery by a nationally recognized overnight carrier, upon the delivery date, or (iii) when sent by United States mail, three

(3) business days after deposit in postage prepaid, certified or registered mail, to the following respective addresses (or to such other address or addresses as either party may designate in writing):

If to Concentra: Concentra Health Services, Inc.
5080 Spectrum Drive, Suite 1200 –West Tower
Addison, Texas 75001
Attn: Legal Counsel

If to Client: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

(c) Adequate Assurances. If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, Concentra may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides such assurances in a reasonable time and manner acceptable to Concentra, then in addition to any other rights and remedies available, Concentra may in its sole discretion (a) partially or totally suspend its performance of Services while awaiting assurances from Client, without any liability, and/or (b) require payment from Client in advance for services not yet provided, without any liability.

(d) Force Majeure. Neither party shall be liable for failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act of God, fire, strike, inevitable accident, war, or any cause outside the reasonable control of the party who had the duty to perform.

(e) Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

(f) Assignment; Binding Effect. Neither party may assign this Agreement to any other person or entity without the prior written consent of the other party; provided however that Client acknowledges that certain professional services to be rendered by Concentra may be rendered by a professional association affiliated with Concentra. Notwithstanding anything contained herein to the contrary, either party may assign this Agreement, without consent, to the surviving entity in the event of a merger or sale of substantially all the assets. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors and assigns.

(g) Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

(h) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Florida. Said venue will be Palm Beach County, Florida.

(i) Legislative Modification. Notwithstanding any other provision to the contrary: (a) in the event that any federal, state, or local law, rule, regulation, or interpretation thereof at any time during the term of this Agreement prohibits, restricts, or in any way materially changes the method or amount of reimbursement or payment for services under this Agreement, then this Agreement shall, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction, or limitation,

and (b) with respect to any law, rule, regulation, or interpretation thereof which results in a material increase in the cost of services provided by Concentra hereunder, Concentra shall have the right to increase its fees to reach that level of prices at which it is willing to provide services hereunder. With respect to any other prohibition, restriction, or change that causes this Agreement to be impermissible or materially different in its effect than contemplated herein, the parties hereto will, in good faith, negotiate and amend this Agreement to cause their relationship to be as consistent as possible with that which is created herein; if this Agreement is not so amended in writing prior to the effective date of said prohibition, restriction, or change, either party may terminate this Agreement upon written notice to the other party.

(j) Corporate Authority. Client represents and warrants that Client has the requisite corporate power and authority to enter into this Agreement, to engage Concentra to perform the Services set forth herein, and to perform its obligations hereunder. The execution, delivery and performance by Client of this Agreement and the engagement of Concentra to perform the Services set forth herein have been duly authorized by all requisite corporate action on the part of Client.

(k) Publicity. Concentra shall seek Client's consent before publishing Client's name or the terms of this agreement in any advertising, written sales promotions, press releases and other publicity matters relating to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ATTEST: Chandra D. Nubin
City Clerk

City of Delray Beach

By: Nelson S. McLaughlin
Name: Nelson S. McLaughlin
Title: Mayor
Date: December 18, 2012

Approved as to form:

[Signature]
City Attorney

Concentra Health Services, Inc.

By: [Signature]
Name: Robert F. Ratini
Title: VP Operations
Date: January 7, 2013

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the state and county named above to take acknowledgements, personally appeared Robert Ratini known to me to be the person described in and who

executed the foregoing instrument as Concentra a corporation organized under the laws of the state of IL. He acknowledges before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation and that he also affixed thereto the official seal of the corporation.

SWORN TO AND SUBSCRIBED before me this Jan 7th day of 2013.



Notary Public

My Commission Expires:



Schedule 1 – Scope of Services

I. Staffing

Concentra agrees to provide the appropriate staffing members to operate the City of Delray Beach's Employee Health Center. The level of staffing may change upon agreement of both parties to comply with business need, but will initially begin as the following model:

Position	Full Time Equivalent	Hours Per Week
Physician	0.525	21
Physician Assistant	0.875	35
Registered Nurse	1.0	40
Radiology Technician	1.0	40

Concentra will provide City of Delray Beach the opportunity to meet the finalist clinician and medical support staff candidates prior to final hire. All staff members will begin working on-site 2 weeks prior to opening of the medical center to allow for training.

Throughout the year, Concentra may utilize additional staff members to support business need (biometric screens, flu shots, blood draws), upon approval from the City of Delray. The cost for these additional staff members will be calculated in accordance with Schedule II of this contract.

II. Eligible Users of the Center

Current employees and their dependents, including children over 2 years of age, who are covered on City of Delray Beach's benefit plan, are eligible to use the Employee Health Center.

Retirees and their dependents, who are covered on City of Delray Beach's benefit plan, are eligible to use the Employee Health Center.

Persons presenting for care that are not affiliated with City of Delray Beach will not be eligible to use the Employee Health Center

III. Costs to Patients for Services Rendered at the Center

Current employees, retirees, and their dependents, including children over the age of 2, who are covered on City of Delray Beach's benefit plan are eligible to access the Employee Health Center for urgent care, primary care, and preventive care services with no out of pocket cost.

IV. Operating Hours and Utilization

The initial operating schedule for the City of Delray's Employee Health Center will be:

Monday

Lab Only 8AM – 9AM

Full Services 9AM – 6PM closed 1PM – 2PM

Tuesday

Lab Only 8AM – 10AM

Full Services 10AM -7PM closed 1PM – 2PM

Wednesday

Full Services 8AM – 5PM closed 1PM – 2PM

Lab Only 5PM – 7PM

Thursday

Full Services 11AM – 5PM closed 1PM – 2PM

Police/Fire Physicals 5PM – 8PM

Friday

Full Services 8AM – 12PM

Concentra will follow the following schedule for each staff member:

Physician

Mon 9-6 1 hr. lunch

Tues 10-7 1 hr. lunch

Wed Off

Thurs 11-5 1 hr. lunch

Fri Off

21 hours

Physician Assistant

Mon 8-5 1 hr. lunch

Tues 8-5 1 hr. lunch

Weds 8-5 1 hr. lunch

Thurs 1-8 no lunch

5p - 8p - Not Published hours. Performing Fire and Police exams at this time by agreement

Fri 8-12 no lunch

35 hours

Registered Nurse

Mon 8-6 1 hr. lunch

Tues 8-7 1 hr. lunch

Weds 8-5 1 hr. lunch

Thurs 11-5 no lunch

Fri 8-12 no lunch

37 hours of operating time. In addition, the RN and RT arrive 15 minutes early and stay 15-30 minutes late each day to open and close the center for a total of 40 hours.

Radiology Technician

Mon 8-6 1 hr. lunch

Tues 8-5 1 hr. lunch

Weds 8-5 1 hr. lunch

Thurs 11-8 1 hr. lunch

5p - 8p - Not Published hours. Performing Fire and Police exams at this time by agreement

Fri 8-12 no lunch

37 hours of operating time. In addition, the RN and RT arrive 15 minutes early and stay 15-30 minutes late each day to open and close the center for a total of 40 hours.

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

V. Scope of Clinical Services

Concentra will provide the following services at the City of Delray Beach Employee Wellness Center.

- Urgent Care
 - Urgent Care-Episodic Treatment includes (but is not limited to)
 - Allergies (ages 6+)
 - Bladder infection
 - Bronchitis
 - Ear infections
 - Minor eye irritations
 - Sinus infections
 - Colds and influenza
 - Sore throat
 - Swimmer's ear
 - Diarrhea
 - Sprains
 - Splinter removal
 - Minor burns and rashes
 - Minor skin infections
 - Swimmers itch
- Primary Care
 - Primary Care Treatment, in addition to above conditions, includes but is not limited to
 - Clinical preventive services
 - Common immunizations for adults only
 - Flu shots
 - Health education and training
 - Asthma
 - Diabetes
 - High cholesterol
 - High blood pressure
 - Weight management
 - Emphysema
- Laboratory testing as ordered by Concentra's clinicians
- Biometric Screenings & HRA
- Referrals to employee assistance program
- Referrals to behavioral health program
- Allergy and disease modifying agent injections
- Annual personal physical examinations

- Regulatory compliance examinations
- Drug/alcohol testing - pre-employment, post-accident and reasonable suspicion, DOT
- Cotinine testing
- X-ray services
- Police and Firefighter physical examinations
- Other items as mutually approved in writing by Concentra and the City of Delray Beach.

Concentra's on-site clinician will have the final determination on the appropriateness of any care provided to patients. This clinician may provide less or more than the items mentioned above if deemed appropriate for patient care in an emergency situation.

VI. Worksite Dispensing of Pharmaceuticals

Concentra will dispense prepackaged prescription medications included in a formulary mutually agreed upon by Concentra and City of Delray Beach and will charge for these items as described in Schedule II of this agreement.

Concentra will dispense prepackaged, over-the-counter medications and will charge for these items as described in Schedule II of this agreement.

For medications not available on-site, Concentra will prescribe per the formulary guidelines of City of Delray Beach's PBM partner.

VII. Technology & Reporting

Health information will be collected and stored in a secure and professional manner. Concentra will use an electronic medical record system to document and manage health data and support electronic prescribing.

Appointment scheduling will be managed by the worksite medical support staff from the main clinic phone number; online scheduling may also be utilized for self-scheduled appointments.

Quarterly stewardship reports will be delivered within 30 days of the calendar quarter, unless pre-approved by City of Delray Beach.

Concentra will create an electronic data interface with Gallagher Benefits for purposes of transmitting patient treatment data in accordance with the terms outlined in a mutually executed Business Associate Agreement.

VIII. Communications / Promotion

Promotion/Marketing of services to enhance employee engagement will be coordinated with City of Delray Beach's Human Resource representatives and other vendor partners as appropriate.

Concentra will provide Concentra's internally prepared templates for marketing / communications at no additional cost beyond the fees described in Schedule II.

The City of Delray Beach will be responsible for printing and distribution of any marketing materials.

IX. Supplies & Equipment

Supply inventory will be managed by Concentra; City of Delray Beach will be invoiced monthly for costs.

Routine maintenance will be monitored by Concentra operations; City of Delray Beach will be responsible for any costs associated with these items, as outlined in Schedule II of this agreement.

X. Quality Assurance / Audits

Concentra will assure quality management, auditing, and physician oversight to this worksite practice.

Each mid-level clinician will have 10 random chart audits per month by the collaborating physician. Deficiencies will be documented and noted in the quarterly stewardship report.

Concentra will conduct periodic quality assurance audits and will provide the results of these audits during regularly scheduled stewardship meetings.

Concentra will conduct patient satisfaction surveys and will provide the results of these surveys during regularly scheduled stewardship meetings.

Concentra will manage all licensing and quality assurance requirements for the on-site radiology equipment.

XI. Client Responsibilities

The following items will be provided by City of Delray Beach during implementation and ongoing to support the worksite medical practice:

- Identify key contacts at beginning of implementation process
- Provide site access for Concentra implementation team during the implementation process
- Construction / build out of medical center
- Provide utilities for medical center
- Provide internet connectivity and phone line for medical center
- Provide technology hardware 30 days prior to clinic opening (if client is providing hardware per contract)
- Contract execution prior to first day of clinic operation (Concentra will not be able to provide patient care without an executed agreement)
- Participation in weekly team calls/meetings with Concentra implementation leadership
- Support to mutually develop engagement plan strategy and outreach to employees/dependents
- Final screening of proposed on-site staff members to approve of cultural fit within organization

Schedule II – Compensation for Worksite Services

1. Staffing and Labor:

Concentra will bill the City of Delray Beach on a monthly basis for the costs associated with staffing and labor. This “Monthly Labor Fee” will be determined to be the cost of all staff wages during the calendar period, plus a 74.7% markup. Included in this cost are the following items for all regularly staffed positions:

- Staff salaries, wages, employee benefits, recruiting, credentialing, continuing education and training
- Coverage for time off (vacation, personal, sick leave)
- Account management
- Medical direction and oversight

- Professional licenses and fees
- Membership in professional organizations
- General and administrative fees
- Management fees

As described above, this markup includes the cost for backfill for regularly staffed positions, but does not include additional staff members who are utilized on a temporary basis for a specific business need (biometric screenings, flu shots, etc.). The charge for these additional temporary staff members will be consistent with the cost-plus model described above (salary + 74.7% markup).

2. Start-Up One Time Implementation Costs:

Implementation Staffing Costs - Concentra will begin staffing 2 weeks (determined by facility availability and the City of Delray Beach) prior to clinic opening. Concentra will bill staff costs during this time period consistent with the fee schedule above.

Initial Equipment	TBD based upon existing inventory
(Incurred charges will be passed through with a 10% procurement administration fee)	

Initial Supplies	TBD based upon existing inventory
(Incurred charges will be passed through with a 10% procurement administration fee)	

Pharmacy Inventory	Pass through acquisition cost
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Implementation/Travel/Training/Meetings	\$15,000
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WebChart IT/Software	\$20,000
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3. On-going Fees:

Annual EMR/HER subscription/maintenance fees and IT support Fee	\$16,000
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Medical supplies, office supplies, promotion and communication materials, laundry, waste disposal:
Concentra will pass through the cost for these items in the month in which they were incurred with a 10% procurement administration fee.

Laboratory Fees:

Concentra will collect laboratory samples and send to the City of Delray's preferred laboratory for processing. The cost for this processing will be coordinated between the lab and the City of Delray's third party administrator.

Pharmacy Fees: Concentra will pass through St. Mary's charges for medication acquisition.

4. Optional Programs:

Staffing for Biometric Events (as needed)

TBD at time of screening

Health Risk Assessments

Paper-based HRA

- \$15.00 per participant
- Printing/mailling included

Online HRA

- \$10.00 per participant
- \$7.50 per participant for printing/mailling (if desired)

Cholestech Analysis for Biometric Screen

\$15.00

- Includes cholesterol and blood sugar results

Cotinine Analysis for Biometric Screen

Sent to the City's preferred laboratory

Other Terms and Conditions:

Upon each anniversary of this agreement, Staffing and Labor Fees as well as On-going Fees will increase as described in the Master Services Agreement.

Provider(s) hours will be scheduled and mutually agreed by both parties.

Holiday coverage not included in pricing, Concentra observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day and Floating Holiday. To the extent that there is a conflict between the holiday schedule of Concentra and Client, the holiday schedule of Client shall govern this Agreement.

Mutually pre-approved travel and mileage (at the IRS rate) expenses incurred in the performance of required services will be billed back at actual cost without additional markup or management fee.

Costs for additional items purchased through Concentra's vendor relationships necessary to support the operation of the on-site medical programs, including but not limited to medical supplies, office supplies, medical equipment, vaccinations, laboratory testing, and equipment maintenance, will be passed through at 10% procurement administration fee. Client will have the opportunity to review and approve these items prior to purchase or order. Nothing in this Agreement requires Client to purchase items through Concentra's vendor relationships. However, Concentra will only provide detail reporting and analysis on the purchases made through Concentra's vendor relationships. The Client agrees to provide purchasing data to Concentra as necessary and in a mutually agreed format for purchases made outside of Concentra's vendor relationships for inclusion in Concentra's stewardship reports.

Schedule III

Insurance

Concentra shall maintain, throughout the term of this Agreement, at its sole expense, professional liability insurance coverage, or adequate self-insurance, with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$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 will extend Additional Insured status to clients as it relates to services we are providing to them per written agreement.

Automobile Liability Coverage:

\$3,000,000 combined single limit

Concentra will extend Additional Insured status to clients as it relates to services we are providing to them per written agreement.

Workers' Compensation Coverage:

Each State mandates Statutory Limits and then Employers' Liability Coverage is \$2,000,000 each accident; \$2,000,000 disease-policy limit and \$2,000,000 disease- each employee

Additional Insured:

The City of Delray Beach shall be included as an additional insured on the contractor's liability insurance policies required under this Contract. Notwithstanding any laws to the contrary, the City of Delray Beach shall be named as an additional insured but only to the extent of monetary limits as set forth by Florida Statute 768.28 and the Florida Constitution. Nothing contained herein shall be deemed a waiver of the City's Sovereign Immunity.

Evidence of Insurance:

Prior to the commencement by Concentra of any work under this Contract, the City must receive and approve Certificates of Insurance evidencing the insurance coverages and requirements as required by this Contract. Certified copies of the policies will be provided if requested by the City. Renewal Certificates shall be provided to the City at least ten (10) days prior to the expiration of any policy.

If at any time Concentra fails to maintain, or provide evidence of insurance coverage required by this Contract, all work may be halted by the City. The City, at its option, may procure and maintain such required insurance and demand from Contractor reimbursement of premiums paid, including reasonable interest until the reimbursement is recovered from the Contractor by the City.

Cancellation/Changes/Renewal:

At least thirty (30) days written notice must be given to the City of any cancellation, intent to non-renew, or material reduction or change in insurance coverage.

Schedule IV

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into by and between **City of Delray Beach** on behalf of its affiliates that underwrite or administer health plans (hereinafter "**Covered Entity**") and **Concentra Health Services, Inc.** (hereinafter "**Business Associate**").

WITNESSETH

WHEREAS, Covered Entity and Business Associate have entered into an Agreement for Services at a Worksite Medical Facility (hereinafter the **Arrangement**) pursuant to which Business Associate agrees to provide healthcare services; and

WHEREAS, Covered Entity and Business Associate desire to enter into a HIPAA Business Associate Agreement (hereinafter the **Agreement**) as follows:

Scope of Agreement

A. In conformity with the regulations at 45 C.F.R. Parts 160-164 (the "Privacy and Security Rules"), Covered Entity will provide Business Associate with access to, or have Business Associate create, maintain, transmit and/or receive certain Protected Health Information ("PHI" as defined below), thus necessitating a written agreement that meets the applicable requirements of the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA").

B. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to this Agreement in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time and other applicable state and federal laws, rules and regulations regarding privacy and security of personal information.

C. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that further amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI.

D. In the event of any conflict between this Agreement and the Arrangement as to the subject matter referenced herein, this Agreement shall control.

In consideration of the mutual promises below and the exchange of Information pursuant to this Agreement, the parties agree as follows:

1. Definitions. The following terms shall have the meaning set forth below:

(a) ARRA. "ARRA" means the American Recovery and Reinvestment Act of 2009

- (b) C. F. R. “C.F. R.” means the Code of Federal Regulations.
- (c) Designated Record Set. “Designated Record Set” has the meaning assigned to such term in 45 C. F. R. 160.501.
- (d) Discovery. “Discovery” shall mean the first day on which a Security Breach is known to Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Business Associate), or should reasonably have been known to Business Associate, to have occurred.
- (e) Electronic Health Record. “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.
- (f) Electronic Protected Health Information. “Electronic Protected Health Information” means information that comes within paragraphs 1 (i) or 1 (ii) of the definition of “Protected Health Information”, as defined in 45 C. F. R. 160.103.
- (g) Individual. “Individual” shall have the same meaning as the term “individual” in 45 C. F. R. 164.501 and shall include a person who qualifies as personal representative in accordance with 45 C. F. R. 164.502 (g).
- (h) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “Protected Health Information”, as defined by 45 C. F. R. 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (i) Required by Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 C. F. R. 164.501.
- (j) Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- (k) Security Breach. “Security Breach” means the unauthorized acquisition, access, use or disclosure of Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Security Breach does not include:
 - (i) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Business Associate if:
 - (a) such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with Business Associate; and
 - (b) such information is not further acquired, accessed, used or disclosed by any person; or
 - (ii) any inadvertent disclosure from an individual who is otherwise authorized to access Protected Health Information at a facility operated by Business Associate to another similarly situated individual at the same facility; and

- (iii) any such information received as a result of such disclosure is not further acquired, accessed, used or disclosed without authorization by any person.
- (l) Security Breach Compliance Date. “Security Breach Compliance Date” means the date that is thirty (30) days after the Secretary publishes interim final regulations to carry out the provisions of Section 13402 of Subtitle D (Privacy) of ARRA..
- (m) Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C. F. R. 164.304.
- (n) Segregation of duties. “Segregation of duties” is a method for reducing the risk of accidental or deliberate system misuse. Care should be taken that no single person can access, modify or use assets without authorization or detection. The initiation of an event should be separated from its authorization. The possibility of collusion should be considered in designing the controls.
- (o) Standard Transactions. “Standard Transactions” means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C. F. R., Parts 160-162.
- (p) Unsecured Protected Health Information. “Unsecured Protected Health Information” means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.
2. Obligation of Business Associate.
- (a) Permitted Uses and Disclosures. Business Associate may create, use and/or disclose Covered Entity Patient’s PHI pursuant to the Arrangement or this Agreement in accordance with the specifications set forth below provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.
- ☐ Eligibility, claims information and diagnosis code(s) for the sole purpose of technology implementation
 - ☐ Eligibility, diagnosis code(s) and claims information for the sole purpose application development
 - ☐ Eligibility, diagnosis code(s) and claims information for the sole purpose of application design and testing
 - ☐ Eligibility, diagnosis codes, and claims information for the sole purpose of consulting and project management
 - ☐ Eligibility, diagnosis codes, and claims information for the sole purpose of providing telecommunication services.
 - ☐ Eligibility and claims information for the sole purpose of claims processing and payment, billing and reimbursement decisions.
 - ☐ Eligibility and diagnosis code(s) for the sole purpose of inpatient care coordination.
 - ☐ Eligibility, claims information and diagnosis code(s) for the sole purpose of outpatient care coordination.

- ☐ Medical records for the sole purpose of auditing activities related to credentialing and recredentialing.
- ☐ Eligibility and claims information for the sole purpose of utilization review and utilization management.
- ☐ Eligibility and claims information for the sole purpose of medical necessity reviews.
- ☐ Eligibility information for the sole purpose of referral approval decisions.
- ☐ Eligibility and claims information for the sole purpose of assisting in patient specific quality improvement activities.
- ☐ Eligibility, claims information and utilization review and management information for the sole purposes of providing temporary staffing services
- ☐ Eligibility, claims information and utilization review and management information for the sole purpose of providing, repairing and maintaining equipment and supplies.
- ☐ Eligibility, claims information and utilization review and management information for the sole purpose of providing services in the form of creating forms and the printing of documents.
- ☐ Eligibility information for the sole purpose of providing a health information line.
- ☐ Patient health information for the sole purpose of associate training.
- ☐ Claims data for the purpose of data referencing and archiving.
- ☐ Eligibility, claims information, and medical record for the sole purpose of claims processing and payment, billing and reimbursement decisions.
- ☐ Eligibility, diagnosis code(s), claims information, patient case management file and medical record for the sole purpose of inpatient care coordination.
- ☐ Eligibility, claims information, diagnosis code(s), patient case management file and medical record for the sole purpose of outpatient care coordination.
- ☐ Eligibility, claims information, diagnosis code(s), medical record, patient specific adverse determination and case management files and referral data for the sole purpose of utilization review and utilization management.
- ☐ Eligibility, claims information, diagnosis codes, medical record, and patient specific adverse determination (denial file) and case management files for the sole purpose of medical necessity reviews.
- ☐ Eligibility and medical record for the sole purpose of referral denial decisions.
- ☐ Eligibility, claims information, medical record, referral data, utilization management data and case management files for the sole purpose of assisting in patient specific quality improvement activities.

- ☐ Medical records, referral data and utilization management data for the sole purpose of auditing activities related to credentialing and recredentialing.

(b) Specific Use and Disclosure Provisions

- (1) Except as otherwise prohibited by this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - (2) Except as otherwise prohibited by this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Security Breach and Security Incident notifications requirements of this Agreement.
 - (3) Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without Covered Entity's prior written approval and notice from Covered Entity that it has obtained from the individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by Business Associate. The foregoing shall not apply to Covered Entity's payments to Business Associate for services delivered by Business Associate to Covered Entity.
 - (4) Except as otherwise prohibited by this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).
 - (5) Business Associate may use Protected Health Information to report violation of law to appropriate Federal and State authorities, consistent with 164.502 (j)(1).
- (c) Data Aggregation Services. For purposes of this Section, "Data Aggregation" means, with respect to Covered Entity's PHI, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another covered entity, as that term is defined under HIPAA to permit data analyses that relate to the health care operations of the respective Covered Entities. If applicable, Business Associate shall provide the following Data Aggregation services relating to the health care operations of Covered Entity, as such Business Associate shall comply with restrictions on the use and disclosure of PHI. Covered Entity shall notify Business Associate of such restrictions upon the effective date of this Agreement.
- Outcomes data aggregation
 - Profiling of utilization patterns, outcomes and prescribing patterns of providers
 - Geographic profiling of patterns of care rendered to Covered Entity Patients

- (d) Nondisclosure. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law. Business Associate shall also comply with any further limitations on uses and disclosures agreed to by Covered Entity in accordance with 45 C.F.R. 164.522 provided that such agreed upon limitations have been communicated to Business Associate according with Section 3(d) of this Agreement.
- (e) Safeguards. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as specifically provided for by the Arrangement or this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy; and (ii) a program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of his/her/its activities; and (iii) periodic and mandatory privacy and security training and awareness to its employees and subcontractors; and (iv) appropriate confidentiality agreements with all employees, subcontractors, independent contractors and any entity to which Business Associate has delegated or sub-delegated his/her/its rights, duties, activities and/or obligations under the Arrangement or this Agreement which contain terms and conditions that are the same or similar to those contained in this Agreement; and (v) duties and areas of responsibility should be segregated to reduce opportunities for unauthorized or unintentional modification or misuse of Covered Entity or Business Associates assets.
- (f) Reporting of Disclosures and Mitigation. Business Associate shall provide immediate written notice to Covered Entity of any use or disclosure of PHI other than as specifically provided for by the Arrangement or this Agreement. Such notice shall be provided in the manner set out in this Agreement. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (g) Contractors. It is understood and agreed that Business Associate shall maintain written confidentiality agreements with contractors, including without limitation subcontractors and independent contractors, as necessary to perform the services required under the Arrangement, in a form consistent with, the terms and conditions established in this Agreement. Sample copies of the standard confidentiality agreements between Business Associate and contractors will be made available upon request. Business Associate agrees and shall require contractors to agree that in the event of any conflict between such Confidentiality Agreements and this Agreement, the language in this Agreement shall control. Business Associate agrees to notify Covered Entity of any material change(s) to the aforementioned agreements at least thirty (30) days prior to implementing such change(s). Business Associate shall ensure that any agents, including subcontractors, to whom it provides Covered Entity Patient's PHI received from, created by, or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such PHI. In no event shall Business Associate, without Covered Entity's prior written approval, provide Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, to any employee or agent, including a subcontractor, if such employee, agent or subcontractor receives, processes or otherwise has access to the Protected Health Information outside of the United States.
- (h) Availability of Information. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. Covered Entity's determination of what constitutes "Protected Health Information" or a "Designated Record Set" shall be final and conclusive. If Business Associate provides copies or summaries of Protected Health Information to an Individual it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. 164.524 (c)(4).

- (i) Amendment of PHI. Business Associate shall make PHI available to Covered Entity as reasonably required to fulfill Covered Entity's obligations to amend such PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Business Associate shall, as directed by Covered Entity, incorporate any amendments to PHI into copies of such PHI maintained by Business Associate.
- (j) Internal Practices. Business Associate agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- (k) Notification of Breach. Beginning on the later of the Effective Date of this Agreement, Business Associate agrees to report to Covered Entity any potential Security Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than five (5) calendar days after Discovery of a Security Breach. Such notice shall include: (i) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate, to have been, accessed, acquired, or disclosed; and (ii) a brief description of the event; and (iii) the date of the potential Security Breach; and (iv) the date of discovery; and (v) the type of Protected Health Information involved; and (vi) any preliminary steps taken to mitigate the damage; and (vii) a description of any investigatory steps taken. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Security Breach. Business Associate's notification of a Security Breach under this section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Breach notifications must be reported to Covered Entity by one of the following methods:

By Mail: Patricia Lewandowski, Privacy Officer of the City of Delray Beach
100 NW 1st Ave
Delray Beach, Florida 33444

By Phone: (561) 243-7154

By email: lewandowsk@mydelraybeach.com

- (l) In addition to the foregoing, Business Associate agrees that in the event of a security incident, Covered Entity shall have the sole right to determine: (i) whether notice is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or HHS, or others as required by law or regulation, or in Covered Entity's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation. Any such notice or remediation shall be at Business Associate's sole cost and expense.
- (m) Business Associate agrees to document such disclosures of Protected Health Information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.

- (n) Business Associate agrees to provide to Covered Entity, in the time and manner designated by Covered Entity, the information collected in accordance with Section 2(k) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528. In addition, with respect to information contained in an Electronic Health Record, Business Associate shall document, and maintain such documentation for three (3) years from date of disclosure, such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of information contained in an Electronic Health Record, as required by Section 13405(c) of Subtitle D (Privacy) of ARRA and related regulations issued by the Secretary from time to time.
- (o) Business Associate acknowledges that it shall request from Covered Entity and so disclose to its affiliates, agents and subcontractors or other third parties: (i) the information contained in a "limited data set," as such term is defined at 45 C.F.R. 164.514(e)(2); or, (ii) if needed by Business Associate, to the minimum necessary to accomplish the intended purpose of such requests or disclosures. In all cases, Business Associate shall request and disclose Protected Health Information only in a manner that is consistent with guidance issued by the Secretary from time to time
- (p) With respect to Electronic Protected Health Information, Business Associate shall implement and comply with (and ensure that its subcontractors implement and comply with) the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate acknowledges that on the Effective Date of this Agreement: (i) the foregoing safeguard, policies and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity; and (ii) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguard, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.
- (q) With respect to Electronic Protected Health Information, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.
- (r) Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of reporting to Covered Entity, any attempted unsuccessful Security Incident means any attempted unauthorized access that prompts Business Associate to investigate the attempt or review or change its current security measures.
- (s) If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.
- (t) During the term of this Agreement, Business Associate may be asked to complete a security survey and/or attestation document designed to assist Covered Entity in understanding and documenting Business Associate's security procedures and compliance with the requirements contained herein. Business Associate's failure to complete either of these documents within the reasonable timeframe specified by Covered Entity shall constitute a material breach of this Agreement.

- (u) Business Associate acknowledges that on the Effective Date of this Agreement, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the use and disclosure requirements of this Agreement and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

3. Obligations of Covered Entity.

- (a) Covered Entity will use appropriate safeguards to maintain the confidentiality, privacy and security of Protected Health Information in transmitting same to Business Associate pursuant to the Arrangement and this Agreement.
- (b) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. 164.520 (as well as any changes to that notice), to the extent that such limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Business Associate's use or disclosure of Protected Health Information.
- (d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4. Audits, Inspection and Enforcement. From time to time upon reasonable advance notice, or upon a reasonable determination by Covered Entity that Business Associate has potentially or actually breached this Agreement, Covered Entity may inspect the facilities, systems, books, procedures and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of any term of this Agreement and shall certify the same to Covered Entity in writing.

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's administrative, physical and technical safeguards comply with HIPAA, the HIPAA Regulations or this Agreement.

5. Waiver. Waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. In addition, waiver of one of the remedies available to either party in the event of a default or breach of this Agreement by the other party, shall not at any time be deemed a waiver of a party's right to elect such remedy(ies) at any subsequent time if a condition of default continues or recurs.

6. Termination.

- (a) Term. The provisions of this Agreement shall take effect on the Agreement's Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business

Associate, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, in accordance with Section 6(c)(2)

- (b) Termination for Cause. Without limiting the termination rights of the parties pursuant to the Agreement and upon, either party's knowledge of a material breach of this Agreement by the other party, the nonbreaching party shall provide an opportunity for the breaching party, to cure the breach or end the violation, or terminate the Agreement, if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party, or immediately terminate this Agreement, if, in the non-breaching party's reasonable judgment cure is not possible.

(c) Effect of Termination.

(1) Except as provided in Section 6(c), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event the Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, per Section 6(a) above, Business Associate shall continue to extend the protection of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

- (d) Judicial or Administrative Proceedings. Either party may terminate the Arrangement, effective immediately, if: (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

7. Indemnification. Covered Entity and Business Associate will indemnify, subject to the monetary limits set forth in Florida Statute 768.28 and the Florida Constitution as to the City, hold harmless and defend the other party to this Agreement from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Agreement; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Agreement. Nothing contained herein shall be deemed a waiver of the City's Sovereign Immunity.

8. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

9. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under

the Arrangement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Business Associate or its contractor, employee or agent is a named adverse party.

10. Costs Recovery. Business Associate, at its own cost and expense shall:

- promptly furnish to Covered Entity full details of the breach. For purposes of this section, Breach shall mean any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations;
- assist and cooperate fully with Covered Entity in Covered Entity's investigation of Business Associate, employees, contractors, sub-contractors, agents or other third parties related to the security incident, including but not limited to providing Covered Entity with physical access to the facilities and operations affected, facilitating interviews with employees and others involved in the matter, and making available all relevant records, logs, files, systems and data;
- promptly use its best efforts to prevent a recurrence of any such security incident

11. No Third Party Beneficiaries. The parties have not created and do not intend to create by this Agreement any third party rights under this Agreement, including but not limited to Patients. There are no third party beneficiaries to this Agreement.

12. Receipt of PHI. Business Associate's receipt of Covered Entity Patient's PHI pursuant to the transactions contemplated by the Arrangement shall be deemed to begin on the execution date below, and Business Associate's obligations under this Agreement shall commence with respect to such PHI upon such receipt.

13. Interpretation. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

14. Regulatory References. A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended.

15. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, the safeguarding of Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend the Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

16. Survival. The respective rights and obligations of Business Associate under Sections 6(c) and 7 of this Agreement shall survive the termination of this Agreement.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Said venue shall be Palm Beach County.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the 18th day of December, 2012.

City of Delray Beach

ATTEST:

Sherrill D. Nubin
City Clerk

By: [Signature]

Name: Nelson S. McDuffie

Title: Mayor

Date: December 18, 2012

Concentra Health Services, Inc.

By: [Signature]

Name: Robert F. Rotini

Title: VP Operations

Date: January 7, 2013

Approved as to form:

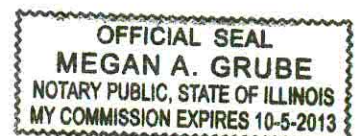
[Signature]
City Attorney

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the state and county named above to take acknowledgements, personally appeared Robert Rotini known to me to be the person described in and who executed the foregoing instrument as Concentra a corporation organized under the laws of the state of IL. He acknowledges before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation and that he also affixed thereto the official seal of the corporation.

SWORN TO AND SUBSCRIBED before me this Jan 7th day of 2013.

[Signature]
Notary Public

My Commission Expires:



Address for Notice:

City of Delray Beach

100 N. W. 1st Avenue

Delray Beach, Florida 33444

Attn: City Manager

COPY TO:

Address for Notice:

Concentra Health Services, Inc.

5080 Spectrum Drive, Suite 1200 W Tower

Addison, Texas 75001

Attn: Legal Department

COPY TO

Humana Inc.

500 West Main Street

Louisville, KY 40202

Attn: Legal Department

Schedule V

Security Standards

1. Best Practices.

- a. Client shall adhere to commercially reasonable best practice standards related to information security.
- b. Client shall secure access to Client offices.
- c. Client shall provide periodic and mandatory Information Security training and awareness to its permitted employees and permitted subcontractors (collectively "Personnel").
- d. Client shall limit access to Information to the minimum necessary dataset required to accomplish the intended purpose or use.

2. Security Policy.

- a. Client shall develop and maintain a comprehensive Information Security Policy ("Policy"). Said Policy shall be reviewed whenever there is a material change in practices and not less than annually.
- b. Client shall have a designated employee or group of employees who shall maintain said Policy.
- c. Client shall monitor their Policy to ensure that the program described therein is operating in a manner reasonably calculated to prevent unauthorized access.

3. Access Control.

- a. Client shall ensure that passwords are terminated upon the removal of Personnel from provision of the Services for any reason.
- b. Client shall not permit access to Information via unsecured Wi-Fi IEEE802.11x wireless technology or any other unsecured wireless technology.
- c. Client shall appropriately secure Information or data to prevent any physical access by unauthorized users.
- d. Client shall control access to Information or data in a manner which prevents any access by unauthorized users.

4. Enterprise Vulnerability Management ("EVM").

- a. Client shall adhere to commercially reasonable best practice standards for patch management criticality ranking and patching time frame requirements for all IT systems, switches, routers, appliances, servers, and workstation PC's.
- b. Client shall ensure that trusted, commercially available anti-virus software is installed, enabled, and kept current on all Client servers and Personal Computers used in accessing, processing, transmitting, or storing, Information.
- c. Client shall implement trusted commercially available, up-to-date spyware protection on all Client PC's used for accessing, processing, transmitting, or storing Information.

5. Transmission Security.

- a. Client shall encrypt all data, records and files containing Information that will be transmitted wirelessly or travel across public networks.

- b. Client shall require all transmissions of PHI to be secure and encrypted, including but not limited to: e-mail, web-mail, Blackberry e-mail and other mobile device e-mail, FTP, chat and instant messaging, web services etc.

6. Device and Media Control.

- a. Client shall properly dispose of any storage media containing PHI or Information, including those found in Multi-Function Devices, by purge ("Purge") or destroy ("Destroy") as those terms are defined in the National Institute of Standards and Technology ("NIST") Special Publication 800-88, per all standards therein. For purposes of this section, the terms "Multi-Function Devices" means an office machine which incorporates the functionality of multiple devices in one. Examples include a combination of some or all of the following services: printing, scanning, photocopying, faxing, and/or emailing.
- b. Client shall implement encryption of any built-in or removable storage media in any company controlled PC or other portable device which may access, store, transmit or process Information.