

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: April 4, 2023	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Risk Management  
Submitted By: Risk Management  
Submitted For: Occupational Health Clinic

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I. EXECUTIVE BRIEF


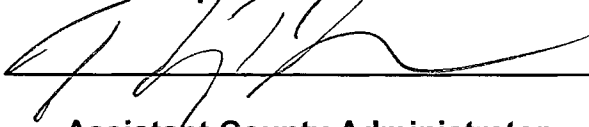
**Motion and Title: Staff recommends motion to approve:** The Second Amendment to Contract for Onsite Occupational Physician Services (R2022-0367) with Concentra for Physician/Medical Director Services at the County occupational health clinic for the period of April 12, 2023 through April 11, 2025 with one (1) additional two (2)-year renewal option at the County’s sole discretion in a not-to-exceed amount of \$1,043,023.

**Summary:** In April of 2022, after a competitive bid process, Risk Management entered into a one (1) year contract with Concentra for on-site occupational health physician services 5 days per week, 8 hours per day. The contract contained a provision allowing the County to exercise two (2), two (2)-year renewals, at the County’s sole discretion. The contract also contained annual Consumer Price Index increases at an amount not to exceed 3%. On December 20, 2022 the First Amendment to the Contract was approved (R2022-1548) to allow for lab services and additional staffing as necessary to meet time sensitive deadlines and/or staffing shortages. This Second Amendment exercises the first of the two (2), two (2)-year renewal options, extending the term of the agreement to April 11, 2025, and accounts for the annual Consumer Price Index increases. Countywide (HH)

**Background and Justification:** Since the inception of its on-site occupational health clinic, the County has contracted with various physicians to provide occupational medical services. Those services include pre-employment and periodic physical examinations, evaluation and treatment of work-related injuries or illnesses, and evaluation and interpretation of Occupational Safety and Health Administration (OSHA) screening tests. Concentra has two locations in Palm Beach County where it specializes in occupational health services, and where County employees are usually treated during off hours. This specialization made them an ideal candidate to supply the on-site services that are essential to the continued operation of the occupational health clinic and its efforts to control costs in the County’s self-insured workers’ compensation program. In its first year of providing occupational physician services at the County’s occupational health clinic, Concentra has performed well. At this time, staff recommends exercising the first two (2)-year renewal option.

- Attachments:**
- 1. Second Amendment to Contract for Onsite Occupational Physician Services
  - 2. First Amendment to Contract for Onsite Occupational Physician Services (R2022-1548).
  - 3. Contract for Onsite Occupational Physician Services (R2022-0367)

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Recommended By:		2/21/2023
	Department Director	Date
Approved By:		3/8/2023
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs	\$256,104	\$521,512	\$265,407		
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
#ADDITIONAL FTE POSITIONS (CUMULATIVE					

Is Item Included in Current Budget? Yes X No


Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund 5011 Agency 700 Organization 7245 Object 3103

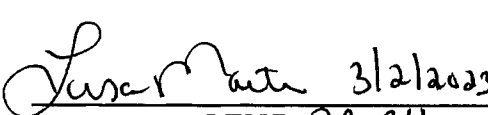
B. Recommended Sources of Funds/Summary of Fiscal Impact:


C. Departmental Fiscal Review:



III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

  
OFMB QA 311

  
Contract Dev. & Control  
TMA 3/7/23

B. Legal Sufficiency

  
Assistant County Attorney

C. Other Department Review

\_\_\_\_\_  
Department Director

THIS (SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**SECOND AMENDMENT**

**SECOND AMENDMENT TO CONTRACT FOR  
ONSITE OCCUPATIONAL PHYSICIAN SERVICES**

This Second Amendment to the Contract for Onsite Occupational Physician Services is made on \_\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers a professional association authorized to do business in the State of Florida, hereinafter referred to as CONCENTRA, whose Federal I.D. is 75-2014828.

**WHEREAS**, the COUNTY and CONCENTRA entered into a one (1)-year Contract for Onsite Occupational Physician Services on April 12, 2022 (R2022-0367, the Contract) with the option for two (2) successive two (2)-year periods; and

**WHEREAS**, on December 20, 2022, the parties entered into a First Amendment to the Contract (R2022-1548, First Amendment) to include additional staffing and laboratory services; and

**WHEREAS**, the COUNTY and CONCENTRA desire to exercise the first two (2)-year contract renewal for the period of April 12, 2023 through April 11, 2025 to allow the COUNTY to continue to receive services from CONCENTRA for 1) an on-site physician; 2) lab services; and 3) the services of additional medical personnel to assist during times of internal staff shortages and other short term increases in utilization; and

**WHEREAS**, the Contract not-to-exceed amount will be increased to account for CONCENTRA's 3% annual cost of living adjustment provided in their initial proposal and agreed to by the COUNTY.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the COUNTY and CONCENTRA agree as follows:

- I. The recitals above are true and correct, and incorporated into the Contract by reference.
- II. The first paragraph of **ARTICLE 3 – SCHEDULE** is replaced in its entirety with the following:

CONCENTRA shall commence services on April 12, 2022 and complete all services by April 11, 2025. The COUNTY in its sole discretion shall have the option to extend this Contract for one (1) two (2)-year period by written agreement of the parties.

- III. Paragraph A of **ARTICLE 5 – PAYMENTS TO CONCENTRA** is replaced in its entirety with the following:
  - A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of **One Million Five Hundred Fifty-Seven Thousand Nine Hundred Twenty-Three Dollars, and Eight Cents (\$1,557,923.08)**, with **Five Hundred Fourteen Thousand Nine Hundred Dollars (\$514,900)** budgeted for the first year of the Contract, **Five Hundred Twelve Thousand Two Hundred Eight Dollars and Ninety-Two Cents (\$512,208.92)** budgeted for the second year of the contract, and **Five Hundred Thirty Thousand**

**Eight Hundred Fourteen Dollars and Twenty-Six Cents (\$530,814.26) anticipated to be budgeted for the third year of the Contract.** CONCENTRA shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. CONCENTRA will bill the COUNTY on a monthly basis at the amounts set forth in Exhibit B-2 for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- IV. **Exhibit B-1** of the Contract is replaced in its entirety with **Exhibit B-2**, attached hereto and incorporated herein by reference.
- V. All other provisions of the Contract not modified in this Second Amendment remain in full force and effect.

*Remainder of Page Left Blank Intentionally*



**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONCENTRA has hereunto set its hand the day and year above written.

**ATTEST:**

JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

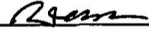
WITNESS for CONCENTRA:

Occupational Health Centers of the  
Southwest, P.A

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name (type or print)

  
\_\_\_\_\_  
R. G. Hassett DO, MPH (Feb 23, 2023 12:02 PST)  
Signature

Robert G. Hassett, DO, MPH  
\_\_\_\_\_  
Typed Name

President, Treasurer & Corporate Secretary  
\_\_\_\_\_  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By \_\_\_\_\_  
County Attorney

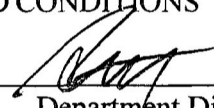
By  \_\_\_\_\_  
Department Director

Exhibit B-2  
Program fees ("Fees")

Item	Estimate	Total Annual	Estimate	Total Annual
	Monthly Fees to 2022-2022	Estimate to Fees to 2022-2022	Monthly Fees to 2022-2022	Estimate to Fees to 2022-2022
Physician	\$31,758.33	\$381,099.96	\$32,711.08	\$392,532.96
Additional Staffing as needed *	\$ 2,083.00	\$25,000.00	\$2,500.00	\$30,000.00
Laboratory Services as needed *	\$2,083.00	\$25,000.00	\$2,083.00	\$25,000.00
Software Use Fee	\$250.00	\$3,000.00	\$250.00	\$3,000.00
Hardware Use fees	\$475.00	\$5,700.00	\$475.00	\$5,700.00
Management Fees	\$6,034.08	\$72,408.96	\$6,215.10	\$74,581.20
Total Estimate Rates April - April	\$42,683.41	\$512,208.92	\$44,234.18	\$530,814.16

*\*Additional staffing and laboratory expense are to be billed as incurred. charts below provide further information on "Additional Staffing" and "Laboratory Services."*

The following chart contains additional positions that may be utilized by the COUNTY when CONCENTRA has individuals with these qualifications available, and after the COUNTY has provided CONCENTRA with fifteen (15) days' notice of the COUNTY's need to employ individuals with these qualifications.

Item	2022-2022 Monthly Bill Rate	2022-2022 Monthly Bill Rate
Advanced Practice Clinician (NP/PA), as needed	\$115.00	\$118.45
Registered Nurse, as needed	\$64.42	\$66.35
Medical Assistant, as needed	\$38.33	\$39.48

The following table contains cost estimates for a representative sample of laboratory tests that CONCENTRA will provide. Prices include specimen pick-up, reporting, and all supplies necessary for the collection and preparation of Samples. The parties agree that prices for these sample laboratory tests may fluctuate. The COUNTY may ask CONCENTRA to provide a laboratory test that is not expressly noted on this table, in which case CONCENTRA will provide the COUNTY with an estimate of the cost of such laboratory test when requested.

LABORATORY SERVICES			
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1.	CHOLINESTERASE (RBC)	EA	\$13.30
2.	CHOLINESTERASE PLASMA	EA	13.30
3.	HEPATITIS B SURFACE ANTIBODY	EA	6.75

4.	CHOLESTEROL	EA	2.03
5.	HEAVY METAL, CADMIUM	EA	18.61
6.	COMPREHENSIVE METABOLIC PANEL GLUCOSE, BUN, CREATININE, BUN / CREATININE RATIO, SODIUM, POTASSIUM, CHLORIDE, CARBON DIOXIDE, CALCIUM, TOTAL PROTEIN, ALBUMIN, GLOBULIN, ALBUMIN / GLOBULIN RATION, TOTAL BILIRUBIN ALKALINE PHOSPHATASE, AST, ALT	EA	3.66
7.	CBC (HEMOGRAM/PLT/DIFF)	EA	2.99
8.	HEPATITIS B CORE ANTIBODY	EA	10.14
9.	HEPATITIS C ANTIBODY VIRUS IGG ABS	EA	7.71
10.	HEPATITIS A ANTIBODY	EA	8.68
11.	VARICELLA ZOSTER IGG	EA	8.75
12.	RABIES TITER	EA	84.47
13.	FIRE RESCUE NEW HIRE / COMPREHENSIVE METABOLIC PANEL, CBC W/ DIFF, HEPATITIS B CORE ANTIBODY, HEPATITIS B SURFACE ANTIBODY, VARICELLA ZOSTER IgG, HEPATITIS C ANTIBODY VIRUS IGG ABS, CHOLESTEROL	EA	42.03
14.	QUANTIFERON TB GOLD	EA	49.75
15.	T-SPOT TB	EA	62.00
16.	LEAD TOXICITY W/ ZINC PROTOPORPHYRIN	EA	15.75
17.	HEAVY METAL, ALL EXCEPT CHROMIUM	EA	60.00
18.	HEAVY METAL, CHROMIUM	EA	47.55

R2022 1548

FIRST AMENDMENT

FIRST AMENDMENT TO CONTRACT FOR  
ONSITE OCCUPATIONAL PHYSICIAN SERVICES

This First Amendment to Contract for Onsite Occupational Physician Services is made on the \_\_\_\_ day of DEC 20 2022, 20\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers a professional association authorized to do business in the State of Florida, hereinafter referred to as CONCENTRA, whose Federal I.D. is 75-2014828.

**WHEREAS**, the COUNTY and CONCENTRA entered into a Contract for Onsite Occupational Physician Services on April 12, 2022 (R2022-0367, "the Contract"); and

**WHEREAS**, the COUNTY and CONCENTRA desire to amend the Contract to allow the COUNTY to request from CONCENTRA: 1) lab services; and 2) the services of additional medical personnel to assist with Fire Rescue recruit physicals and other short term increases in County staff utilization of the Occupational Health Clinic, and to provide coverage during times of internal staff shortages, if such personnel are available to CONCENTRA; and

**WHEREAS**, the Contract not-to-exceed amount will be increased to account for the COUNTY'S request for lab services and additional medical personnel services.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the COUNTY and CONCENTRA agree as follows:

- I. The recitals above are true and correct, and incorporated into the Contract by reference.
- II. Paragraph A of ARTICLE 5- PAYMENTS TO CONCENTRA is replaced in its entirety with the following:
  - A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of **Five Hundred Fourteen Thousand Nine Hundred Dollars and Zero Cents (\$514,900.00)**. CONCENTRA shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. CONCENTRA will bill the COUNTY on a monthly basis at the amounts set forth in Exhibit B-1 for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- III. Exhibit B of the Contract is replaced in its entirety with **Exhibit B-1**, attached hereto and incorporated herein by reference.

IV. All other provisions of the Contract not modified in this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONCENTRA has hereunto set its hand the day and year above written.

ATTEST:  
JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

By: Bry Jenkins  
Deputy Clerk

R2022 1548 DEC 20 2022  
PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS:  
By: Gregg Weiss  
Gregg Weiss, Mayor

WITNESS for CONCENTRA:

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name (type or print)

Occupational Health Centers of the  
Southwest, P.A

\_\_\_\_\_  
Company Name  
Robert G. Hassett  
\_\_\_\_\_  
Signature  
  
Robert G. Hassett, DO, MPH  
\_\_\_\_\_  
Typed Name  
  
President, Treasurer & Corporate Secretary  
\_\_\_\_\_  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
By: Melanie C. Strigol  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS  
By: [Signature]  
Department Director

Exhibit B-1  
Program fees ("Fees")

Estimated Onsite Center Program Fees			
START-UP FEES			
Fee Category		One Time Fee	
Network Connectivity (pass through)		\$700	
Technology/Software Installation		\$10,900	
Implementation Fee		\$4,300	
TOTAL START-UP FEES		\$15,900	
LABOR FEES			
Position	Hourly Fee	Monthly Fee	Annual Fee
Physician(s) (MD) – 1.0 FTE (with Backfill)	\$177.88	\$30,833.33	\$370,000
Additional Medical Personnel per 3.1 below			Up to \$25,000
TOTAL LABOR FEES		\$30,833.33	\$395,000
LABORATORY SERVICES FEES			
Various Laboratory Test Fees			Up to \$25,000
TOTAL LABORATORY SERVICES FEES			Up to \$25,000
ONGOING FEES			
Fee Category		Monthly Fee	Annual Fee
Hardware Use Fee		\$250.00	\$3,000
Software Fee		\$475.00	\$5,700
Management Fee		\$5,858.33	\$70,300
TOTAL ONGOING FEES		\$6,583.33	\$79,000
TOTAL ESTIMATED YEAR 1 COSTS			\$514,900

**TOTAL ESTIMATED NOT TO EXCEED \$513,970  
YEAR 2 COSTS**

**TOTAL ESTIMATED NOT TO EXCEED \$529,389  
YEAR 3 COSTS**

**TOTAL ESTIMATED NOT TO EXCEED \$545,271  
YEAR 4 COSTS**

**TOTAL ESTIMATED NOT TO EXCEED \$561,629  
YEAR 5 COSTS**

1. The table above is based on current estimates of scope and volume
  - (a) Any scope or volume changes may require additional Fees by amendment to this Agreement
2. Start Up Fees
  - i. All FF&E, supplies, and equipment to be procured and provided by the County

- (b) Implementation Fee to be billed with first monthly bill submitted to County for reimbursement
  - (c) Implementation is anticipated to be finalized within ninety (90) days of the implementation commencing. The parties agree that implementation is considered complete on the date the Onsite Center is open for business and staffed by a CONCENTRA employee
3. CONCENTRA will bill the above-referenced ongoing labor, technology, and management fees to the COUNTY as a flat monthly fee at 1/12 of the annual rate
- (a) If the checkbox for Back-fill in Exhibit A is checked "Yes":
    - i. The hourly charge for Back-fill for that position is included in the Monthly Fee above
  - (b) If the checkbox for Back-fill in Exhibit A is checked "No":
    - i. If Back-fill is provided anyway upon mutual agreement of the parties, then the hourly rate shown above shall be billed as incurred in addition to the Monthly Fee for that position
  - (c) The fixed Monthly Fees shall be paid even if the clinic location is inaccessible due to temporary shutdowns and COUNTY recognized holidays

3.1 The following chart contains additional positions that may be utilized by the COUNTY when CONCENTRA has individuals with these qualifications available, and after the COUNTY has provided CONCENTRA with fifteen (15)-day's notice of the COUNTY'S need to employ individuals with these qualifications.

Labor Pool	Hourly Bill Rate
Advanced Practice Clinician (NP/PA) as needed	\$115.00
Registered Nurse as needed	\$64.42
Medical Assistant as needed	\$38.33

3.2 The following table contains cost estimates for a representative sample of laboratory tests that Concentra will provide. Prices include specimen pick-up, reporting, and all supplies necessary for the collection and preparation of Samples. The parties agree that prices for these sample laboratory tests may fluctuate. The County may ask Concentra to provide a laboratory test that is not expressly noted on this table, in which case Concentra will provide the County with an estimate of the cost of such laboratory test when requested.

LABORATORY SERVICES			
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1.	CHOLINESTERASE (RBC)	EA	\$13.30
2.	CHOLINESTERASE PLASMA	EA	13.30
3.	HEPATITIS B SURFACE ANTIBODY	EA	6.75
4.	CHOLESTEROL	EA	2.03
5.	HEAVY METAL, CADMIUM	EA	18.61
6.	COMPREHENSIVE METABOLIC PANEL GLUCOSE, BUN, CREATININE, BUN / CREATININE RATIO, SODIUM, POTASSIUM, CHLORIDE, CARBON DIOXIDE, CALCTUM, TOTAL PROTEIN, ALBUMIN, GLOBULIN, ALBUMIN / GLOBULIN RATION, TOTAL BILIRUBIN ALKALINE PHOSPHATASE, AST, ALT	EA	3.66
7.	CBC (HEMOGRAM/PLT/DIFF)	EA	2.99
8.	HEPATITIS B CORE ANTIBODY	EA	10.14
9.	HEPATITIS C ANTIBODY VIRUS IGG ABS	EA	7.71
10.	HEPATITIS A ANTIBODY	EA	8.68
11.	VARICELLA ZOSTER IGG	EA	8.75
12.	RABIES TITER	EA	84.47
13.	FIRE RESCUE NEW HIRE / COMPREHENSIVE METABOLIC PANEL, CBC W/ DIFF, HEPATITIS B CORE ANTIBODY, HEPATITIS B SURFACE ANTIBODY, VARICELLA ZOSTER IgG, HEPATITIS C ANTIBODY VIRUS IGG ABS, CHOLESTEROL	EA	42.03
14.	QUANTIFERON – TB GOLD	EA	49.75
15.	T-SPOT TB	EA	62.00
16.	LEAD TOXICITY W/ ZINC PROTOPORPHYRIN	EA	15.75
17.	HEAVY METAL, ALL EXCEPT CHROMIUM	EA	60.00
18.	HEAVY METAL, CHROMIUM	EA	47.55



4. Technology Fees include:

- (a) Software fees (subject to change based on changes to staffing model)
  - i. Software fee includes one (1) license for Concentra physician and four (4) licenses for non-Concentra staff with which to access the EMR
- (b) EMR Hardware Fee (all hardware purchases, maintenance of hardware, and replacement of hardware items necessary to provide the EMR solution, but excluding consumables)
- (c) Patient survey
- (d) Standard quarterly stewardship reporting
  - i. If customized reporting is requested by COUNTY and is mutually agreed upon, then that customized reporting would be created by CONCENTRA and billed on a time and materials basis at a rate of \$75 per hour of CONCENTRA developer time spent in its creation and ongoing delivery.
- (d) One (1) standard data feed has been included in the above Fees for eligibility files. If COUNTY requires additional feeds, then additional Fees shall apply:
  - i. If the desired data feed matches our standard layout, each additional feed would be \$2,500.00.
  - ii. If customized feeds are requested by COUNTY (i.e., insurance carriers, etc.), then that customized feed would be created by CONCENTRA and billed on a time and materials basis at a rate of \$75 per hour of CONCENTRA developer time spent in its creation.

5. All other items needed for clinic or patient care to be procured and provided by COUNTY as needed

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

R2022 0367

**CONTRACT FOR  
ONSITE OCCUPATIONAL PHYSICIAN SERVICES**

This Contract is made as of the \_\_\_\_\_ day of APR 12 2022, 2022, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers a professional association authorized to do business in the State of Florida, hereinafter referred to as CONCENTRA, whose Federal I.D. is 75-2014828.

**WHEREAS**, CONCENTRA is in the business of providing certain healthcare services through its employees, and/or its designated affiliates and associates as more fully defined herein, including those Services as described in Exhibit A attached hereto (the work set forth in the Scope of Work is referred to herein as "Services") at the Client's business location (the "Onsite Center"); and

**WHEREAS**, the Services of this Contract will be performed by CONCENTRA through its managed professional entities, including Occupational Health Centers of the Southwest, P.A., and invoices related to fees for the Services outlined in this Contract will be transmitted to the COUNTY by CONCENTRA; and

**WHEREAS**, the COUNTY desires to engage CONCENTRA, and CONCENTRA desires to accept such engagement, to provide the Services, on the terms and conditions set forth in this Contract.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the COUNTY and CONCENTRA agree as follows:

**ARTICLE 1 – INCORPORATION OF RECITALS**

The foregoing recitals are true and correct and incorporated herein by reference.

**ARTICLE 2 - SERVICES**

CONCENTRA'S responsibility under this Contract is to provide professional Services in the area of occupational medicine at the Onsite Center, as more specifically set forth in the Scope of Work detailed in Exhibit A.

The COUNTY'S representative/liaison during the performance of this Contract shall be Scott Marting, Director of Risk Management, telephone no. (561) 233-5450.

CONCENTRA'S representative/liaison during the performance of this Contract shall be:

Main  
Keisha Stewart  
Director of Strategic Accounts, Onsites  
keisha\_steward@concentra.com  
502-438-6819

Michael Rhine, SVP and Chief Operating Officer – Onsites  
michael.rhine@concentra.com  
443-831-9251

Corporate Office  
Occupational Health Centers of the Southwest, P.A.  
5080 Spectrum Drive, Suite 1200W  
Addison, Texas 75001  
Attn: Contracting – W. Gibbons  
Contracts@concentra.com

### **ARTICLE 3 - SCHEDULE**

CONCENTRA shall commence services on April 5, 2022 and complete all services by April 4, 2023. The County in its sole discretion shall have the option to extend this agreement for two (2) successive two (2)-year periods by written agreement of the parties.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit A.

### **ARTICLE 4 – ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Contract, including Exhibits A, B, C, D, and E; (2) the provisions of RFP No. RM2022-01 and all Amendments thereto, which are incorporated into and made a part of this Contract (Attachment 1); (3) CONCENTRA'S proposal dated February 14, 2022, which is incorporated into and made a part of this Contract (Attachment 2); and (4) all other documents, if any, cited herein or incorporated herein by reference.

### **ARTICLE 5 - PAYMENTS TO CONCENTRA**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of **Four Hundred Sixty-four Thousand Nine Hundred Dollars and Zero Cents (\$464,900.00)**. CONCENTRA shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. CONCENTRA will bill the COUNTY on a monthly basis at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from CONCENTRA pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. Final Invoice: In order for both parties herein to close their books and records, CONCENTRA will clearly state "final invoice" on CONCENTRA'S final/last billing to the COUNTY. This shall constitute CONCENTRA'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by CONCENTRA.
- D. In order to do business with Palm Beach County, CONCENTRA is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONCENTRA intends to use sub-contractors-, CONCENTRA must also ensure that all sub-contractors are registered in VSS. All sub-contractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that CONCENTRA and all of its sub-contractors are registered in VSS.
- E. Prices quoted shall be firm for the initial contract term. Thereafter, any extensions which may be approved by the COUNTY shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed three percent (3%).

The yearly increase or decrease in the CPI shall be that latest Index published and available prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the COUNTY at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

#### **ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by CONCENTRA shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged CONCENTRA'S similarly situated customers for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to similarly situated customers. The COUNTY shall exercise its rights under this Article 5 within three (3) years following final payment.

**ARTICLE 7 - TERMINATION**

A. Either party may terminate this Agreement without cause upon one hundred twenty (120) days prior written notice to the other party. Unless CONCENTRA is in breach of this Contract, CONCENTRA shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination.

B. Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event of an alleged breach of this Agreement. The written notice will identify the alleged breach. If the alleged breach remains uncured at the expiration of the thirty (30)-day period, then the Agreement shall be terminated.

C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, CONCENTRA shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

**ARTICLE 8 - PERSONNEL**

CONCENTRA represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by CONCENTRA or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in CONCENTRA'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

CONCENTRA warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of CONCENTRA'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

If, at any time during the term of this Agreement, CONCENTRA is required to provide replacement personnel (the "Back-Fill Personnel") at the Onsite Center, whether due to scheduled or unscheduled absences or otherwise, of any CONCENTRA employee (which includes, but is not limited to, physicians, physician assistants, registered nurses, physical therapists, etc.) provided by

CONCENTRA at the Onsite Center, then CONCENTRA will make its best efforts to utilize the personnel already assigned to that Onsite Center to provide such Back-Fill Personnel due to such scheduled or unscheduled absence. However, if CONCENTRA cannot provide such Back-Fill Personnel equal to the position required from the already assigned Onsite Center personnel, then CONCENTRA must request an agency or other available CONCENTRA employee to provide such Back-Fill Personnel equal to that CONCENTRA employee absent to render the Onsite Center Services (which such Back-Fill Personnel must have equal or better credentials to the position vacant due to such absence). Upon the COUNTY's written request, CONCENTRA shall use such agency or other CONCENTRA employee at a higher hourly rate, and the difference in the hourly rate associated with such Back-Fill Personnel will be invoiced as a separate line item to the COUNTY on a monthly basis as a standard Service under this Agreement. Back-Fill provided under this Agreement shall be billed at the hourly rate along with travel related expenses associated with such Back-Fill Personnel placement.

**Non-Solicitation and Non-Recruitment.** The parties acknowledge and agree that the relationship between CONCENTRA and its affiliate employees who work with COUNTY in the performance of Services hereunder (each an "Affiliated Employee") constitute a valuable asset of CONCENTRA. During the term of this Agreement and for a period of one (1) year thereafter, COUNTY shall not directly or indirectly recruit solicit or hire, as an employee or as an independent contractor (including as an employee of a new provider of similar services as those set forth herein), any Affiliated Employee of CONCENTRA involved in providing Services to COUNTY, without the prior written consent of CONCENTRA.

#### **ARTICLE 9 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. CONCENTRA is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If CONCENTRA uses any subcontractors on this project the following provisions of this Article shall apply:

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

#### **ARTICLE 10 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by CONCENTRA. CONCENTRA shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is CONCENTRA authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

CONCENTRA shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

**ARTICLE 11 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**ARTICLE 12 - INSURANCE**

CONCENTRA shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONCENTRA, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONCENTRA under the Contract. CONCENTRA agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: CONCENTRA shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 combined single limit for bodily injury and property damage each claim, and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. Workers' Compensation Insurance & Employer's Liability: CONCENTRA shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

- C. Professional Medical Malpractice Liability: CONCENTRA shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each claim, and \$3,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONCENTRA's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONCENTRA warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONCENTRA shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve CONCENTRA of the obligation to provide replacement coverage. The Certificate of

Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of insurance must also clearly indicate the "retroactive date" of coverage.

D. Waiver of Subrogation: Except where prohibited by law, CONCENTRA hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Medical Malpractice Liability. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONCENTRA shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONCENTRA enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, CONCENTRA shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County  
Commissioners and may be addressed:  
c/o Risk Management Department  
100 Australian Avenue, Suite 200  
West Palm Beach, Florida 33406

F. Right to Revise or Reject: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

### **ARTICLE 13 - INDEMNIFICATION**

CONCENTRA shall protect, defend, reimburse, indemnify, and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise), arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONCENTRA or its employees.

### **ARTICLE 14 - SUCCESSORS AND ASSIGNS**



The COUNTY and CONCENTRA each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor CONCENTRA shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

#### **ARTICLE 15 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONCENTRA.

#### **ARTICLE 16 - CONFLICT OF INTEREST**

CONCENTRA represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. CONCENTRA further represents that no person having any such conflict of interest shall be employed for said performance of services.

CONCENTRA shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence CONCENTRA'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONCENTRA may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by CONCENTRA. The COUNTY agrees to notify CONCENTRA of its opinion by certified mail within thirty (30) days of receipt of notification by CONCENTRA. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONCENTRA, the COUNTY shall so state in the notification and CONCENTRA shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by CONCENTRA under the terms of this Contract.

#### **ARTICLE 17 - EXCUSABLE DELAYS**

CONCENTRA shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of CONCENTRA or its

subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon CONCENTRA'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if CONCENTRA'S failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 18 - ARREARS**

CONCENTRA shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. CONCENTRA further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

CONCENTRA shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by CONCENTRA and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

#### **ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

CONCENTRA is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract, including Affiliated Employees as defined in Article 6, shall at all times, and in all

places, be subject to CONCENTRA'S sole direction, supervision, and control. CONCENTRA shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONCENTRA'S relationship and the relationship of its Affiliated Employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

CONCENTRA does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 21 - CONTINGENT FEES**

CONCENTRA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONCENTRA to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONCENTRA, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 22 - ACCESS AND AUDITS**

CONCENTRA shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least five (5) years after completion or termination of this Contract. Upon prior written notice, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at COUNTY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of CONCENTRA, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

#### **ARTICLE 23 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, CONCENTRA warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, CONCENTRA represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in

Resolution 2017- 1770, as amended. As part of such compliance, CONCENTRA shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall CONCENTRA retaliate against any person for reporting instances of such discrimination. CONCENTRA shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. CONCENTRA understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONCENTRA shall include this language in its subcontracts.

#### **ARTICLE 24 - AUTHORITY TO PRACTICE**

CONCENTRA hereby represents and warrants that it and its Affiliated Employees have and will continue to maintain all licenses and approvals required to conduct their business, and that they will at all times conduct their business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 25 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 26 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, CONCENTRA certifies that it, its affiliates, suppliers, subcontractors and Affiliated Employees who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 27 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to request changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by CONCENTRA of the COUNTY'S notification of a contemplated change, CONCENTRA shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the

contemplated change shall affect CONCENTRA'S ability to meet the completion dates or schedules of this Contract. If the COUNTY so instructs in writing, CONCENTRA shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and CONCENTRA shall not commence work on any such change until such written amendment is mutually agreed upon by the parties and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 28 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Scott Marting, Director  
Risk Management, Palm Beach County  
100 Australian Avenue, Suite 200  
West Palm Beach, FL 33406

With copy to:  
Palm Beach County Attorney's Office 301  
North Olive Ave.  
West Palm Beach, Florida 33401

If sent to CONCENTRA, notices shall be addressed to:

Concentra Health Services, Inc.  
5080 Spectrum Drive, Suite 1200W  
Addison, Texas 75001  
Attn: Contracting – W. Gibbons

With a copy to:  
Concentra Legal Department  
4714 Gettysburg Road  
Mechanicsburg, PA 17055

#### **ARTICLE 29 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and CONCENTRA agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

#### **ARTICLE 30 - CRIMINAL HISTORY RECORDS CHECK**

CONCENTRA, CONCENTRA'S employees, subcontractors of CONCENTRA and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. CONCENTRA is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, CONCENTRA acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONCENTRA(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. CONCENTRA shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If CONCENTRA or its subcontractor(s) terminates an employee who has been issued a badge, CONCENTRA must notify the COUNTY within two (2) hours. At the time of termination, CONCENTRA shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend CONCENTRA if the CONCENTRA 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONCENTRA employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

#### **ARTICLE 31 - REGULATIONS; LICENSING REQUIREMENTS**

CONCENTRA shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONCENTRA is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

#### **ARTICLE 32 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, CONCENTRA certifies that it, its affiliates, suppliers, subcontractors and CONCENTRAs who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONCENTRA is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, CONCENTRA certifies that it, its affiliates, suppliers, subcontractors and CONCENTRAs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONCENTRA, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

### **ARTICLE 33 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, F.S., if CONCENTRA: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2) F.S., CONCENTRA shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time-to-time CONCENTRA is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. CONCENTRA further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if CONCENTRA does not transfer the records to the public agency.
- D. Upon completion of the Contract CONCENTRA shall transfer, at no cost to the COUNTY, all public records in possession of CONCENTRA unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public records, to keep and maintain public records required by the COUNTY to perform the service. If CONCENTRA transfers all public records to the COUNTY upon completion of the Contract, CONCENTRA shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If CONCENTRA keeps and maintains public records upon completion of the Contract, CONCENTRA shall meet all applicable requirements for retaining public records. All records stored electronically by CONCENTRA must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of CONCENTRA to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONCENTRA acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

**IF CONCENTRA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONCENTRA'S DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

**ARTICLE 34 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONCENTRA shall execute by manual means only, unless the COUNTY provides otherwise.

**ARTICLE 35 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

CONCENTRA warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONCENTRA's subcontractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONCENTRA shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONCENTRA shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

COUNTY shall terminate this CONTRACT if it has a good faith belief that CONCENTRA has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONCENTRA'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONCENTRA to terminate its contract with the subcontractor and CONCENTRA shall immediately terminate its contract with the subcontractor. If COUNTY terminates this CONTRACT pursuant to the above, CONCENTRA shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONCENTRA shall also be liable for any additional costs incurred by COUNTY as a result of the termination.



## **ARTICLE 36 - MEDICAL RECORDS**

Custodian. CONCENTRA shall serve as the custodian of medical records created at the Onsite Center(s) during the Term of this Agreement. CONCENTRA, while the custodian of medical records shall abide by all local, state, and federal requirements for such record retention during the Term of this Agreement. COUNTY acknowledges that CONCENTRA will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order as applicable, or as provided by applicable law). The below shall control the retention and/or release and delivery of medical records or data upon termination of the Agreement and COUNTY's written request:

- (i) Upon the termination of this Agreement for any reason, COUNTY shall execute a custodial agreement with CONCENTRA and any new third-party medical provider ("New Medical Provider"), as applicable, to ensure all parties' compliance with applicable laws. CONCENTRA shall provide COUNTY with such custodial agreement for execution. COUNTY shall be solely responsible for any expense related to the transfer of medical records, any retention required by law (including OSHA), any photocopies requested, or any records/data requested to be provided in an electronic format and/or transferred to New Medical Provider(s). The records shall be inclusive of all historical medical records related to the patient population of the Onsite Center(s).
- (ii) The COUNTY shall be invoiced for any production/conversion as a separate line item as a standard Service under this Agreement, which must be paid in full prior to the release of the final set of data requested by New Medical Provider(s). If historical medical records were provided to CONCENTRA by COUNTY or any third-party, such historical records shall be provided to COUNTY or New Medical Provider(s) in the same manner and condition as provided to CONCENTRA. Upon payment by COUNTY, the parties will make best efforts to deliver and/or transfer such records within two (2) weeks, or a mutually agreed upon date.
- (iii) If CONCENTRA is replacing an existing third-party medical provided (a "Prior Medical Provider") as part of a transition of service at the Onsite Center, CONCENTRA shall become the medical record custodian as of the open for business date of the Onsite Center and all parties must execute a custodial agreement prior to the Onsite Center anticipated open for business date to ensure all parties' compliance with applicable laws. COUNTY shall provide CONCENTRA written notice of the intended format and delivery of all records created prior to the anticipated open for business date. Such delivery shall include any medical records, required data, software applications previously used, and required data conversions proposed. Any fees associated with such transfer of the above materials from the Prior Medical Provider shall be at the COUNTY's sole expense.

Access. COUNTY is not entitled to access any patient medical records except to the extent allowed by law. 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 allowed by law. COUNTY personnel staffing the Onsite Center will be given user access to patient medical records.

This Article 36 shall survive the termination of this Agreement.

#### **ARTICLE 37 – CONFIDENTIALITY**

(a) The parties recognize and acknowledge that in the course of performing their duties and obligations under this Agreement the parties may have access to the other party's trade secrets and confidential or proprietary information (the "Confidential Information") including, but not be limited to, this Agreement and the terms contained herein. Each party hereby agrees that, except when required by law, it will not disclose, in whole or in part, such Confidential 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 Confidential Information of the other party has provided reasonable assurances obligating each individual to adhere to and be subject to the terms of this Section 37(a). 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.

(b) The parties agree that, in the event of a disclosure or threatened disclosure of such Confidential 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 Confidential Information and any or all copies thereof, whereupon the party disclosing, or threatening to disclose, such Confidential 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. Anything contained in this Section 35(b) to the contrary notwithstanding, each of the parties to this Agreement shall not be required to return or deliver any documents or other tangible items relating to such Confidential Information, if such return or delivery would directly violate any express provisions of an applicable order of a court of competent jurisdiction. It is the intention of the parties hereto that, in enforcing the provisions of this Section 35(b), a court may take into consideration, among other factors, each of the parties' interest in maintaining the confidentiality of such Confidential Information. Anything contained in this Section 35(b) to the contrary notwithstanding, the provisions of this Section 35(b) are not intended to cover information, which is in the public domain or becomes generally known.

(c) If either party believes that it has, or may, become legally obligated to disclose Confidential Information to a third-party not governed by this Agreement, such party will provide immediate written notice to the other party so that it may intervene to attempt to prevent such disclosure.

This Section 37 shall survive the termination of this Agreement.

## **ARTICLE 38 – INFORMATION SYSTEMS AND SECURITY AUDIT RIGHTS**

(a) For purposes of this Agreement, the term “**Information Technology Resources**” includes, but is not limited to, hardware, application software, system software, and information (data) used in conjunction with the Services provided at the Onsite, regardless of whether the Information Technology Resources are owned by COUNTY or a third-party. 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 used in conjunction with the Services provided at the Onsite, regardless of whether the Information Technology Services are owned or operated by COUNTY or a third-party.

(b) All Information Technology Resources shall be sufficiently protected according to CONCENTRA Security standards attached hereto as Exhibit E.

(c) In the event that COUNTY utilizes a third-party provider, including contractors or sub-contractors, to provide Information Technology Resources, COUNTY shall ensure that such third-party providers agree to abide by the requirements of this Section 36.

(d) Upon reasonable advance written notice, CONCENTRA reserves the right to perform security audits at the Onsite Center to evaluate the adequacy and compliance 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 its own resources, by securing the services of a third-party firm, or any combination thereof, 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.

(e) COUNTY Audit. Upon COUNTY providing thirty (30) days advance written notice to CONCENTRA and at a frequency of no greater than once per calendar year, COUNTY may inspect the books, procedures, and records of CONCENTRA (excluding financial data and Confidential Information) to monitor compliance with this Agreement.

(f) Information Systems. Client shall comply with CONCENTRA’s technology components and Security requirements required to perform the Services as provided in Exhibit D. CONCENTRA will provide its standard software/hardware and systems support required to deliver the Services. CONCENTRA may, at its discretion, upgrade and make changes to the software platform and hardware utilized at the Onsite Center. Fees associated with such upgrades and changes shall be the responsibility of CONCENTRA unless otherwise mutually agreed to by the Parties.

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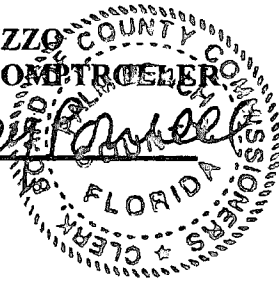
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONCENTRA has hereunto set its hand the day and year above written.

R2022 0367

ATTEST:

JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

By:   
Deputy Clerk

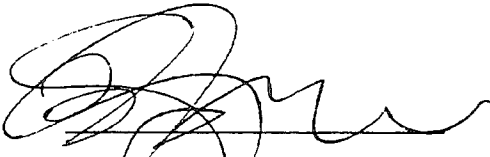


APR 12 2022

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By:   
Robert S. Weinroth, Mayor

WITNESS:

  
Signature

Wendy A. Gibbons  
Name (type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Department Director

OCCUPATIONAL HEALTH CENTERS OF  
THE SOUTHWEST, P.A.:

Occupational Health Centers of the Southwest,  
P.A., dba Concentra Medical Centers  
Company Name

  
Signature

Robert G. Hassett, DO, MPH  
Typed Name

President, Treasurer and Corporate Secretary  
Title

(corp. seal)

Exhibit A  
Scope

1. Location. Services provided at the following location:

Address	City, State, Zip	Attending Physician
100 Australian Avenue, Suite 100	West Palm Beach, Florida, 33406	Wendy Summers 561-233-5454 wsummers@pbcgov.org

2. Statement of Work:

Occupational Health

- Work-related injury, illness and occupational assessment, treatment and case management
- Post-exposure testing
  - Blood Borne Pathogen
  - Rabies exposure
  - Post-exposure testing and examinations to comply with any applicable federal, state, and local laws and regulations
- Examination and Management
  - DOT Physical
  - General Physicals
  - Fire fighter exams
  - Pre-employment Physicals
- Medication and Injections
- Laboratory Collection
- Special Testing - Diagnostic:
  - Audiogram
  - Respirator fit testing and clearance
  - Vision Testing
  - TB skin test
  - Pulmonary function
  - EKG's
- Drug and Alcohol Screens
  - Breath alcohol
  - Drug screens
- Assessments
- Return to Work & Fit for Duty Management
- Medical leave verification/clarification
- Flexible Taping
- Work Conditioning

Non-Injury Services

- Return to Work & Fit for Duty Management
- Medical Subject Matter Expert

Periodic health and wellness seminars and activities

- Health and Wellness Fairs

3. Staffing:

CONCENTRA agrees to provide the following staff:

Physician/Min. Level	FTE Count	Hours Per Week	Backfill
Physician(s)	1.0	40	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. Hours of Operation:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
None	8:30am-5pm	8:30am-5pm	8:30am-5pm	8:30am-5pm	8:30am-5pm	None

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

5. Holidays:

New Year's Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Martin Luther King Jr. Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Presidents' Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Memorial Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Juneteenth Day (June 20)	<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
Columbus Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Veterans Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Thanksgiving Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Family Day (Friday After Thanksgiving)	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Christmas Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Floating Holiday (December 27)	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed

6. Eligible Participants:

Employees

7. Temporary Shutdown: County shall pay the Fees as provided in Exhibit B as invoiced should the County have to temporarily close the Onsite Center or the County's business location for reasons outside of CONCENTRA's control.

8. Fees to Patients for Services at Onsite:

Co-Pay: None

Third-Party Billing: None

Processing Fees: None

9. Electronic Medical Records:

CONCENTRA Electronic Medical Records

**Exhibit B**  
**Program fees ("Fees")**

Estimated Onsite Center Program Fees			
Start Up Fees			
Fee Category			One Time Fee
Network Connectivity (pass through)			\$700
Technology/Software Installation			\$10,900
Implementation Fee			\$4,300
TOTAL START-UP FEES			\$15,900
Labor Fees			
Position	Hourly Fee	Monthly Fee	Annual Fee
Physician(s) (MD) – 1.0 FTE (with Backfill)	\$177.88	\$30,833.33	\$370,000
TOTAL LABOR FEES		\$30,833.33	\$370,000
Ongoing Fees			
Fee Category		Monthly Fee	Annual Fee
Hardware Use Fee		\$250.00	\$3,000
Software Fee		\$475.00	\$5,700
Management Fee		\$5,858.33	\$70,300
TOTAL ONGOING FEES		\$6,583.33	\$79,000
TOTAL ESTIMATED YEAR 1 COSTS			\$464,900

**TOTAL ESTIMATED NOT TO EXCEED \$462,470  
YEAR 2 COSTS**

**TOTAL ESTIMATED NOT TO EXCEED \$476,344  
YEAR 3 COSTS**

**TOTAL ESTIMATED NOT TO EXCEED \$490,634  
YEAR 4 COSTS**

**TOTAL ESTIMATED NOT TO EXCEED \$505,353  
YEAR 5 COSTS**

1. The table above is based on current estimates of scope and volume
- (a) Any scope or volume changes may require additional Fees by amendment to this Agreement
2. Start Up Fees
- i. All FF&E, supplies, and equipment to be procured and provided by the County
- (b) Implementation Fee to be billed with first monthly bill submitted to County for reimbursement
- (c) Implementation is anticipated to be finalized within ninety (90) days of the implementation commencing. The parties agree that implementation is considered complete on the date the Onsite Center is open for business and staffed by a CONCENTRA employee
3. CONCENTRA will bill the above-referenced ongoing labor, technology, and management fees to the COUNTY as a flat monthly fee at 1/12 of the annual rate

- (a) If the checkbox for Back-fill in Exhibit A is checked "Yes":
  - i. The hourly charge for Back-fill for that position is included in the Monthly Fee above
- (b) If the checkbox for Back-fill in Exhibit A is checked "No":
  - i. If Back-fill is provided anyway upon mutual agreement of the parties, then the hourly rate shown above shall be billed as incurred in addition to the Monthly Fee for that position
- (c) The fixed Monthly Fees shall be paid even if the clinic location is inaccessible due to temporary shutdowns and COUNTY recognized holidays

4. Technology Fees include:

- (a) Software fees (subject to change based on changes to staffing model)
  - i. Software fee includes one (1) license for Concentra physician and four (4) licenses for non-Concentra staff with which to access the EMR
- (b) EMR Hardware Fee (all hardware purchases, maintenance of hardware, and replacement of hardware items necessary to provide the EMR solution, but excluding consumables)
- (c) Patient survey
- (d) Standard quarterly stewardship reporting
  - i. If customized reporting is requested by COUNTY and is mutually agreed upon, then that customized reporting would be created by CONCENTRA and billed on a time and materials basis at a rate of \$75 per hour of CONCENTRA developer time spent in its creation and ongoing delivery.
- (d) One (1) standard data feed has been included in the above Fees for eligibility files. If COUNTY requires additional feeds, then additional Fees shall apply:
  - i. If the desired data feed matches our standard layout, each additional feed would be \$2,500.00.
  - ii. If customized feeds are requested by COUNTY (i.e., insurance carriers, etc.), then that customized feed would be created by CONCENTRA and billed on a time and materials basis at a rate of \$75 per hour of CONCENTRA developer time spent in its creation.

5. All other items needed for clinic or patient care to be procured and provided by COUNTY as needed

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



**EXHIBIT C**  
**ONSITE CENTER SET-UP/PREMISES**

COUNTY shall be responsible for the following, at its sole expense:

- COUNTY shall provide adequate and appropriate office and clinic space for medical services. COUNTY shall provide written specifications for the Onsite Center, including, at a minimum, the Onsite Center size, location, and layout.
- If COUNTY has an existing Onsite Center facility, then COUNTY shall provide CONCENTRA full access to such facility at least sixty (60) days prior to the Anticipated Open for Business Date to inspect the premises and determine if the facility meets CONCENTRA's specifications to perform the Services and security requirements. COUNTY shall be solely responsible for any required updates, upgrades, replacement systems, or medical equipment as may be necessary to perform the Services.
- COUNTY shall ensure that the Onsite Center meets all applicable federal, state, and local laws, regulations, rules, and codes related to the premises, including but not limited to zoning, land use, and land development ordinances, occupancy rules, and building and construction codes. COUNTY must also ensure that the Onsite Center meets CONCENTRA's written specifications.
- COUNTY must maintain the Onsite Center in good repair and working order and in compliance with CONCENTRA's service standards (including, but not limited to, its interior, exterior, structure, and roof) and maintained in a safe and workman like condition. Without limiting the generality of the foregoing requirement, and by way of specific example only, COUNTY shall keep the Onsite Center free of debris, ice, snow.
- COUNTY shall provide utilities (including electricity, water, heat, plumbing, and air conditioning), janitorial service, and other services in conformance with the written specifications provided to CONCENTRA by COUNTY.
- In the event any hazardous substance is discovered at any time in, under, or about the Onsite Center in violation of applicable law during the Term then, provided such hazardous substance was not introduced into the Onsite Center by CONCENTRA, COUNTY will, at COUNTY's expense, remove and dispose of such hazardous substance in accordance with applicable law and shall indemnify and hold harmless CONCENTRA from and against any action under any federal, state, or local environmental law for the same.
- Failure of COUNTY to meet any provision of this Exhibit C shall be considered a breach of the Agreement.

**EXHIBIT D**  
**INFORMATION SYSTEMS AND TECHNOLOGY**

1. CONCENTRA will provide, install, configure, manage and support all equipment and clinical software systems used by CONCENTRA employees, and will be responsible for appropriate training therewith. CONCENTRA will be responsible for all licensing, maintenance, security, and support of any workstations, equipment, and service required for internet connectivity as follows:

- a. Connectivity: Applications require a full separate CONCENTRA network and will be installed. CONCENTRA will provide an Internet T1 or greater connection for the CONCENTRA applications and hardware. COUNTY is responsible for the extension of the DEMARC (carrier hands off the circuit to CONCENTRA) into the Onsite Center. COUNTY will provide a fully network communication wired facility, including Ethernet drop points located in the ceiling for wireless access points, if applicable. COUNTY will provide a labeled patch panel within two (2) feet of the network rack location.
  - i. If COUNTY desires to utilize its existing internet connection which is dedicated to the Onsite Center, then CONCENTRA shall install a security/network appliance (the “**ARUBA RAP**”) to create a secure IP sec VPN tunnel connection connecting to the CONCENTRA network through the COUNTY internet in order to connect to the required software applications to perform the Services. COUNTY assumes primary responsibility for network performance and operation that impacts the CONCENTRA Services at the Onsite Center. COUNTY assumes responsibility for any data breaches on its own network.
- b. Network/Electrical: The Onsite Center will include network and electrical ports above workspace counters in accordance with CONCENTRA’s specifications. If ports are located below workspace counter, COUNTY will provide corresponding holes to drop device cables.
  - ii. Network drops are to be clearly identified and labeled with port numbers correlating with the patch panel.
  - iii. Two (2) network ports per device and two electrical and network ports are to be no more than sixteen (16) inches apart and must be located greater than sixteen (16) inches from a water source (sink).
  - iv. Adequate number of electrical/network ports: Four (4) network ports per device and two (2) electrical outlets per workstation (1 workstation = 4 network ports and 2 electrical outlets).
- c. Space: CONCENTRA will recommend the locations for all network ports based on hardware installation needs, determined either by site visit and/or clinic diagram(s).
  - i. Administrative workspaces must have adequate space to accommodate the following equipment: PC, monitor, keyboard, printer, scanner, and mouse, as well as space for the user to work. At a minimum, each administrative workspace shall be 28 inches (28”) high, two feet (2’) deep, and six feet (6’) long.
  - ii. Exam rooms must have available empty wall space at least 24 inches (24”) wide, floor to ceiling, containing network and electrical ports for wall-mounted workstations.

- iii. It is recommended that the network and electric ports be no more than four feet (4') away from any workstation space in order to use standard network cables and surge protectors as priced.
- d. Telecommunications: COUNTY will provide all hardware and software for an Onsite Center phone system and IT support for the phone system. Further, COUNTY will provide at a minimum the following items:
  - i. Separate phone and facsimile lines
  - ii. Dedicated phone line for credit card machine for payment collection
  - iii. Ability to transfer to any phone
  - iv. Internal lines – select CONCENTRA employee
  - v. Voice Mail – select lines
- e. Disposition Upon Termination: Upon termination of this Agreement, CONCENTRA will retain all CONCENTRA owned equipment/hardware. However, COUNTY and CONCENTRA may agree that such Digital X-ray equipment (the “X-ray”) previously deployed to the Onsite Center is retained by the COUNTY. The X-ray and the accompanying CR PC will remain with the COUNTY and CONCENTRA will dispatch a third-party vendor to the Onsite to re-image the CR PC and reload associated medical data to the device before final turnover of the X-ray to the COUNTY.

**EXHIBIT E**  
**SECURITY STANDARDS**

1. Best Practices.

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

2. Security Policy.

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

4. Enterprise Vulnerability Management ("EVM").

- a. COUNTY 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. COUNTY shall ensure that trusted, commercially available anti-virus software is installed, enabled, and kept current on all COUNTY servers and PCs used in accessing, processing, transmitting, or storing, Information.
- c. COUNTY shall implement trusted, commercially available, up-to-date spyware protection on all COUNTY PCs used for accessing, processing, transmitting, or storing Information.

5. Transmission Security.

- a. COUNTY shall encrypt all data, records, and files containing Information that will be transmitted wirelessly across public networks.
- b. COUNTY shall require all transmissions of PHI to be secure and encrypted, including but not limited to e-mail, webmail, Blackberry e-mail and other mobile device e-mail, FTP, chat and instant messaging, and web services.

6. Device and Media Control.

- a. COUNTY 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. COUNTY shall implement encryption of any built-in or removable storage media in any COUNTY controlled PC or other portable devices which may access, store, transmit, or process Information.