

**AMENDMENT NO. 2**

**TO AGREEMENT FOR CONTRACT SERVICES**

**THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT SERVICES**

("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORPORATION, formerly U.S. HEALTHWORKS MEDICAL GROUP, PROF. CORP., a California Corporation ("Consultant"), is effective as of the 28th day of February, 2020.

**RECITALS**

A. City and U.S. HealthWorks Medical Group, Professional Corporation, a California Corporation ("U.S. HealthWorks"), entered into that certain Agreement for Contract Services dated February 28, 2017 ("Agreement"), whereby Consultant agreed to provide medical services in the areas of treatment of work-related injuries/illnesses for three (3) years for a Contract Sum of \$75,000, with the option to extend the Term of the Agreement for two (2) additional one (1) year periods.

B. On February 1, 2018, U.S. HealthWorks was acquired by Concentra Group Holdings, LLC ("Concentra"), and Concentra commenced the process of integrating all U.S. HealthWorks clinics into Concentra's network of occupational medicine and urgent care clinics.

C. On July 29, 2019, Concentra sought the City's consent to an assignment of the Agreement from U.S. HealthWorks to "Occupational Health Centers of California, a Medical Corporation," a California Corporation that is a subsidiary or "managed professional entity" of Concentra ("OHCC"), stating that all services previously provided by U.S. HealthWorks under the Agreement would thereafter be performed by OHCC.

D. On December 11, 2019, the City and Consultant executed Amendment No. 1 to the Agreement whereby the City and Consultant agreed to amend the Agreement to authorize the assignment of the Agreement from U.S. HealthWorks to OHCC, retroactive to February 1, 2019, and to thereby authorize the provision of the services under the Agreement by OHCC commencing as of said date, and to ratify and affirm the continuous and uninterrupted term of the Agreement commencing as of February 28, 2017.

E. By this Amendment No. 2, the City and Consultant now desire to extend the term of the Agreement by one additional year, from February 28, 2020 to February 27, 2021, to increase the Contract Sum by an additional \$20,000, from \$75,000 to \$95,000, to account for said extension, and to update the names of the Consultant and City's representatives and/or personnel.

F. Except as amended hereby, this extension is subject to the same terms and condition as provided in the Agreement and Amendment No. 1.

## TERMS

1. **Contract Amendments.** The Agreement is amended as provided herein. Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

a. Section 2.1, Contract Sum, is hereby amended and shall now read as follows:

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Seventy-Five Thousand Dollars (\$75,000)~~ ***Ninety-Five Thousand Dollars (\$95,000)*** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

b. Section 3.4, Term, is hereby amended and shall now read as follows:

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not ***later than February 27, 2021*** ~~exceeding three (3) years from the date thereof,~~ unless City exercises at the City’s discretion the City’s option for ~~two (2)~~ ***one (1)*** additional, ~~separate and distinct,~~ one year renewals, and except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

c. Section 4.1, Representatives and Personnel of Consultant, is hereby amended and shall now read as follows:

“4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

***Van Duong***

***Director of Operations***

***Ann Sitter***

***Regional Sales Director – Los Angeles***

(Name)

(Title)

Diane YuChief Sales and Marketing Officer

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance."

- d. Section 4.3, Contract Officer, is hereby amended and shall now read as follows:

"4.3 Contract Officer.

The Contract Officer shall be ***Faye Moseley, Director of Human Resources and Risk Management*** ~~Tracey Curry, City of Carson Senior Human Resources~~ or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement."

- e. Section V of Exhibit C, Schedule of Compensation shall be amended to read as follows:



“V. The total compensation for the Services shall not exceed ~~\$95,000~~ \$75,000 as provided in Section 2.1. of this Agreement.”

**2. Continuing Effect of Agreement.** Except as amended by Amendments No. 1 and 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendments No. 1 and 2.

**3. Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

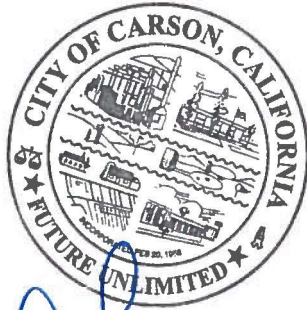
City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**4. Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

**5. Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.



ATTEST:

  
Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

  
Sunny K. Soltani, City Attorney  
[AE]

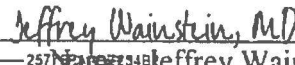
CITY:

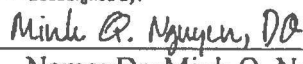
CITY OF CARSON, a California municipal corporation

  
Albert Robles, Mayor

CONSULTANT:

OCCUPATIONAL HEALTH CENTERS  
OF CALIFORNIA, A MEDICAL  
CORPORATION, a California Corporation

DocuSigned by:  
By:   
Name: Jeffrey Wainstein, MD  
Title: President and Treasurer

DocuSigned by:  
By:   
Name: Minh Q. Nguyen  
Title: Vice President  
Address: 25124 Springfield Court  
Suite 300  
Valencia, CA 91355-1098

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2020 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

- CAPACITY CLAIMED BY SIGNER**
- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER \_\_\_\_\_

\_\_\_\_\_  
 TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
 NUMBER OF PAGES

**SIGNER IS REPRESENTING:**  
 (NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 DATE OF DOCUMENT

\_\_\_\_\_  
 SIGNER(S) OTHER THAN NAMED ABOVE



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2020 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<b>CAPACITY CLAIMED BY SIGNER</b>		<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<input type="checkbox"/>	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">PARTNER(S)</div> <div style="margin-right: 10px;">TITLE(S)</div> <div style="display: flex; flex-direction: column;"> <input type="checkbox"/> LIMITED  <input type="checkbox"/> GENERAL </div> </div>	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
<input type="checkbox"/>	OTHER _____	
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		DATE OF DOCUMENT
		SIGNER(S) OTHER THAN NAMED ABOVE



# CERTIFICATE OF LIABILITY INSURANCE

Approved *RB*

2-6-2020

DATE (MM/DD/YYYY)  
1/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-		<b>CONTACT NAME:</b> Concentra Unit <b>PHONE (A/C, No, Ext):</b> 215-567-6300 <b>FAX (A/C, No):</b> 215-405-2694 <b>E-MAIL ADDRESS:</b> Concentra_Unit@grahamco.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Columbia Casualty Company	<b>NAIC #</b> 31127
<b>INSURED</b> Occupational Health Centers of California, A Medical Corporation, c/o Select Medical Corporatio 4716 Old Gettysburg Road Mechanicsburg PA 17055		INSURER B : American Guarantee & Liability Ins. Co. INSURER C : Liberty Mutual Fire Ins. Co. INSURER D : Allied World Assurance Company, LTD INSURER E : Liberty Insurance Corporation INSURER F : Liberty Mutual Insurance Group	26247 23035  42404 23043

## COVERAGES

CERTIFICATE NUMBER: 1223585589

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Lia <input checked="" type="checkbox"/> \$1M Claim/\$3M Ag GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	HAZ 4032244581-4	10/1/2019	10/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	AS2-631-510199-329	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$3,000,000	Y	HMC 4032235752-4	10/1/2019	10/1/2020	EACH OCCURRENCE \$9,000,000 AGGREGATE \$10,000,000 \$
E F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	WA7-63D-510199-359 WC5-631-510199-369	10/1/2019 10/1/2019	10/1/2020 10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
B D	Property Excess Liability		ZMD0119116-04 C023701-005	6/1/2019 10/1/2019	10/1/2020 10/1/2020	SEE BELOW \$10M Each Occurrence \$10M Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis. Both Coverages are excess of a \$3,000,000 Self-Insured Retention each Occurrence/Claim subject to a \$10,000,000 Aggregate.

PROFESSIONAL LIABILITY COVERAGE includes Case Management Services including the rendering of case management or utilization review performed by insured for others.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-5; Effective 10/1/2019-10/1/2020 - \$400,000 Each Medical Incident/\$1,200,000 Aggregate Per Insured or Surgeon  
See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

City of Carson  
701 E. Carson Street  
Carson CA 90745

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Kenneth L. Swell*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.



**WAIVER OF RIGHTS OF RECOVERY  
APPLICABLE TO GENERAL LIABILITY COVERAGE FORM**

The changes set forth below are applicable only to the Commercial General Liability Coverage Form G-145566-A, G-145567-A).

The Healthcare Liability Policy Common Conditions (G-144102-A) are amended as set forth below:

Condition **XII., Transfer of Rights of Recovery** is amended by the addition of the following:

- Solely within the scope of this endorsement as indicated above, we waive any right of recovery we may have against any person or organization that you have agreed with, in writing, prior to the date of loss, to waive your right to recover against because of payments we make under the Commercial General Liability Coverage Form for injury or damage arising out of your ongoing operations. This endorsement applies only to:

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

POLICY NUMBER: HAZ 4032244581-4  
032244581-4

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-63D-510199-359

Effective Date

Premium \$

Issued to Concentra Group Holding Parent, LLC