

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") 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 1st day of February, 2019.

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. The City was not notified of the acquisition until July 29, 2019, when it received a letter from Concentra (or one of its affiliates), seeking 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"), and stating that all services previously provided by U.S. HealthWorks under the Agreement would thereafter be performed by OHCC at facilities branded as Concentra Medical Centers.

D. Notwithstanding the prohibition against assignment or transfer of the Agreement without the prior written approval of City as set forth in Section 4.5 of the Agreement, the City is amenable to the requested assignment.

E. The invoices received by the City for services performed under the Agreement commencing as of February 1, 2019 have been under the name of OHCC, not U.S. HealthWorks. However, under the Agreement, as originally executed on February 28, 2017, the City is only authorized to make payments to U.S. HealthWorks. Therefore, an amendment to the Agreement is necessary to ensure proper authorization for the City to process and pay invoices to OHCC for services performed under the Agreement dating back to February 1, 2019.

F. Based on the foregoing, City and Consultant now desire and intend 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.

Exhibit 1

TERMS

1. **Recitals.** The foregoing recitals are true and correct, and are incorporated herein by reference.

2. **Contract Changes.**

A. Section 4.5, "Prohibition Against Subcontracting or Assignment," is hereby amended as follows (new text shown in ***bold italics***, deletions shown in ~~strike through~~):

"The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. ***Notwithstanding the foregoing, and as a sole exception thereto, City acknowledges, consents and agrees to the assignment and transfer of the Agreement from "U.S. HealthWorks Medical Group, Professional Corporation," a California Corporation, to "Occupational Health Centers of California, A Medical Corporation," a California Corporation, as requested by Consultant, effective February 1, 2019.*** No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

B. The Agreement is hereby amended to change the name of the Consultant such that the term "Consultant," and the name "U.S. HEALTHWORKS MEDICAL GROUP, PROF. CORP.," as used in the Agreement, shall be construed commencing from and after February 1, 2019, to mean and refer to "OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORPORATION."

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

4. **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. 1, 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. 1, 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.

5. **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. 1.

6. **Authority.** The persons executing this Amendment No. 1 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 Agreement on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 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. 1 on the date(s) and year(s) set forth below, with express intent that it be effective as of February 1, 2019.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

Dated: _____, 2019

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[ndp, brj]

CONSULTANT:

Occupational Health Centers of California, A
Medical Corporation

By: _____
Name:
Title:

By: _____
Name:
Title:
Address: 5080 Spectrum Drive
Suite 1200W
Addison, TX 75001

Dated: _____, 2019

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. 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 CONSULTANT'S BUSINESS ENTITY.

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.

Signature: _____

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 _____, 2019 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

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

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE