

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 18th 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 Yu Chief 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.

CITY:

CITY OF CARSON, a California municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[AE]

CONSULTANT:

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

By: _____
Name: Jeffrey Wainstein, MD
Title: President and Treasurer

By: _____
Name: Dr. 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<hr/>		<hr/>
TITLE(S)		TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
<input type="checkbox"/>	OTHER _____	
<hr/>		<hr/>
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		
_____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE

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_____		_____
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<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	_____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

		SIGNER(S) OTHER THAN NAMED ABOVE