AGREEMENT FOR MEDICAL SERVICES

This Agreement for Medical Services (the "<u>Agreement</u>") is made and entered into as of the 1st day of October, 2024 (the "<u>Effective Date</u>"), by and between Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers ("<u>Concentra</u>") and the City of Doral, Florida ("<u>Client</u>").

RECITALS

WHEREAS, Concentra is in the business of providing certain healthcare services through its employees, and/or its designated affiliates and associations as more fully defined herein, including those services as described on Exhibit A (Police Service Fees) and Exhibit B (Aquatic Service Fees) attached hereto (the "Services") at a Concentra business location; and

WHEREAS, Client desires to engage Concentra, and Concentra desires to accept such engagement, to provide the Services, on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Compensation.

- (a) Client shall pay Concentra in accordance with the fee schedule set forth in Exhibit A and Exhibit B (herein, the "Fees"). At the beginning of each twelve (12) month period of this Agreement, following the Effective Date, the Fees for the prior twelve (12) month period shall be automatically increased by five percent (5%). Concentra shall invoice Client monthly and Client shall remit payment to Concentra within thirty (30) days of receipt of invoice. Client agrees to pay any sales, use, excise or similar taxes applicable to the Services provided for hereunder.
- (b) If Client and/or Concentra determine(s) that a change to this Agreement's Scope of Services is required, then such change to the Scope of Services must be provided by written amendment executed by both parties. The written amendment shall include any change in the Fees associated with any such change to the Scope of Services.

2. Term and Termination.

- (a) The initial term of this Agreement (the "<u>Initial Term</u>") shall be for one (1) year, commencing on the Effective Date. This Agreement will auto renew for additional one (1) year terms (each a "<u>Renewal Term</u>") (the Initial Term and Renewal Term collectively referred to as the "<u>Term</u>") unless terminated pursuant to <u>Section(b)</u> below.
- (b) Either party may terminate this Agreement for convenience by providing the other party a thirty (30) day written notice of its intent to terminate.

- 3. <u>Compliance with Laws</u>. In the performance of its duties and obligations pursuant to this Agreement, Concentra shall comply with all laws, rules, and regulations applicable to Concentra in connection therewith. Concentra further shall ensure that all personnel performing Services hereunder are appropriately licensed to perform the Services.
- 4. <u>Nature of Relationship.</u> Concentra shall perform this Agreement as an independent contractor to Client and, except as specifically provided in this Agreement, Concentra shall be solely responsible for the means and methods used to perform its obligations to Client. Concentra and Client specifically acknowledge and agree that all individuals who will be performing Services hereunder are agents or employees of Concentra and not of the Client. Nothing in this Agreement is intended or shall be construed to create a joint venture, agency, partnership, employer/employee relationship or any legal or equitable relationship other than that of client and independent contractor.

This Section 4 shall survive the termination of this Agreement.

5. Confidentiality.

- (a) The parties recognize and acknowledge that in the course of performing its duties and obligations under this Agreement such parties may have access to the other party's trade secrets and confidential or proprietary information (the "Confidential Information"). Confidential Information shall include, but not be limited to, this Agreement and the terms contained herein. Each party hereby agrees that, except when required by law, 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 and any employee or agent of a party that has access to the Confidential Information of the other party will adhere to and be subject to the terms of this Section 5(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 §160.103.
- 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; (ii) be entitled to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and/or permanent injunctive relief to enforce any provision hereof, without the necessity of proof of actual injury, loss or damage: and (iii) recover damages, losses, and expenses of any nature, including without limitation attorneys' fees, arising out of, resulting from or otherwise relating to such disclosure or threatened disclosure. Anything contained in this Section 5(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 5(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 <u>Section 5(b)</u> to the contrary notwithstanding, the provisions of this <u>Section 5(b)</u> are not intended to cover information, which is in the public domain or becomes generally known.

This Section 5 shall survive the termination of this Agreement.

6. Indemnification.

- (a) Each party shall indemnify, defend, and hold harmless the other party, and such other party's officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorney's fees), arising out of or in connection with the negligence or misconduct of the indemnifying party in the performance of its duties and obligations pursuant to this Agreement.
- (b) The party seeking indemnification shall promptly notify in writing the party from whom indemnification is sought of any claim asserted against it for which such indemnification is sought, and shall promptly deliver to the party from whom indemnification is sought a true copy of any such claim including, but not limited to, a true copy of any summons or other process, pleading, or notice issued in any lawsuit or other proceeding to assert or enforce such claim. Where acceptance of its obligation to indemnify is deemed proper by the indemnifying party, said party reserves the right to control the investigation, trial, and defense of such lawsuit or action (including all negotiations to effect settlement) and any appeal arising therefrom and to employ or engage attorneys of its own choice.
- (c) The party seeking indemnification may, at its own cost, participate in such investigation, trial, and defense of such lawsuit or action and any appeal arising therefrom. The party seeking indemnification and its employees, agents, servants, and representatives shall provide full cooperation to the indemnifying part at all times during the pendency of the claim or lawsuit, including without limitation, providing them with all available information with respect thereto.

This <u>Section 6</u> shall survive the termination of this Agreement.

7. Medical Records.

- (a) <u>Custodian</u>. Concentra shall serve as the custodian of medical records created at the clinic during the Term of this Agreement. Concentra, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the Term of this Agreement. Concentra shall also abide by all applicable laws related to Concentra and the medical service record retention. Client 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, or business affidavit, as applicable).
- (b) <u>Access</u>. Client understands and acknowledges that the Client 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.

(c) <u>Retention and Destruction.</u> Upon the termination of this Agreement for any reason, Concentra shall maintain all records created against the statutory and regulatory requirements. Should Client request records be maintained by Concentra beyond any state, local or federal rule due to an ongoing audit or legal matter, then Client shall be invoiced for such retention for as long as such records are retained until written notice from Client to destroy such retained records.

This Section 7 shall survive the termination of this Agreement.

- 8. Audit. Upon Client providing thirty (30) days advance written notice to Concentra, Client may inspect the books (excluding confidential proprietary data), procedures, and records of Concentra to monitor compliance with this Agreement. Upon such request, such audit is at Client's sole expense and is responsible for any reasonable fees incurred by Concentra to assist in providing such access (including, but not limited to, reasonable copy charges, hourly rates for personnel to provide requested materials for such audit, and supplies needed to provide such access). If an audit is requested and performed by Client, then Client will be invoiced as a separate line item on the next monthly billing statement as a standard Service provided under this Agreement.
- 9. <u>Breach</u>. If either party commits a material breach of its obligations under this Agreement, other than a breach of a payment obligation, the non-breaching party will provide thirty (30) days written notice describing the material breach to the breaching party. The breaching party will have thirty (30) days to cure such breach. If the breach is not cured within such period, then the party not in breach may terminate this Agreement upon thirty (30) days' prior, written notice to the other party.

10. Miscellaneous.

- (a) <u>Entire Agreement; Amendment</u>. All exhibits referenced in this Agreement ("Exhibits") shall be attached and incorporated herein. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, and arrangements, written or oral, between the parties hereto regarding the subject matter hereof. Only a written instrument executed by both parties may amend this Agreement.
- (b) <u>Notices</u>. All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given: (i) when personally delivered; (ii) if sent via overnight delivery by a nationally recognized overnight carrier, upon the delivery date; or (iii) if sent by United States mail, three (3) business days after deposit in postage prepaid, certified or registered mail, to the following respective addresses (or to such other address or addresses as either party may designate in writing):

If to Concentra: Concentra Health Services, Inc.

5080 Spectrum Drive, Suite 1200 – West Tower

Addison, Texas 75001 Attn: Legal Contracts

If to Client:

Attn:

- (c) Adequate Assurances. If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, Concentra may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides such assurances in a reasonable time and manner acceptable to Concentra, then in addition to any other rights and remedies available, Concentra may in its sole discretion: (a) partially or totally suspend its performance of Services while awaiting assurances from Client, without any liability; and/or (b) require payment from Client in advance for Services not yet provided, without any liability.
- (d) <u>Force Majeure</u>. Neither party shall be liable for failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act of God, fire, inevitable accident, war, or any cause outside the reasonable control of the party who had the duty to perform.
- (e) <u>Waiver</u>. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.
- (f) <u>Assignment; Binding Effect</u>. Neither party may assign this Agreement to any other person or entity without the prior written consent of the other party; provided however that Client acknowledges that certain professional services to be rendered by Concentra may be rendered by a professional association affiliated with Concentra. Notwithstanding anything contained herein to the contrary, either party may assign this Agreement, without consent, to the surviving entity in the event of a merger or sale of substantially all the assets. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors and assigns.
- (g) <u>Severability</u>. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
- (h) <u>Governing Law.</u> This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which the Services are performed, without regard to conflict/choice of law principles.
- (i) <u>Legislative Modification</u>. Notwithstanding any other provision to the contrary: (a) in the event that any federal, state, or local law, rule, regulation, or interpretation thereof at any time during the term of this Agreement prohibit, restrict, or in any way materially change the method or amount of reimbursement or payment for services under this Agreement, then this Agreement shall, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction, or limitation; and (b) with respect to any law, rule, regulation, or interpretation thereof

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

- (j) <u>Corporate Authority</u>. Client represents and warrants that Client has the requisite corporate power and authority to enter into this Agreement, to engage Concentra to perform the Services set forth herein, and to perform its obligations hereunder. The execution, delivery and performance by Client of this Agreement and the engagement of Concentra to perform the Services set forth herein have been duly authorized by all requisite corporate action on the part of Client.
- (k) <u>Publicity</u>. Each party shall submit to the other in advance any advertising, written sales promotions, press releases and other publicity matters relating to this Agreement or in which the other party's name is mentioned and shall not publish or use such advertising, sales promotion, press releases, or publicity matters without prior written approval of the other party. However, either party may, without prior written approval of the other party, include the other party's name and a factual description of the work performed under this Agreement in its lists of references and in the experience section of proposals to third parties, in internal business planning documents, in its annual report to shareholders, and whenever required for legal, accounting or regulatory purposes.
- (I) <u>Patient Wait</u> Times. Concentra shall use best efforts to have patient waiting time not to exceed thirty (30) minutes (from arrival time to contact with a treating healthcare professional).
- (m) Reporting Results. Most results will be available to the Client via the HUB within five (5) business days of testing taking. Those result that may not be available include, but are not limited to, certain labs, pending determination physicals, and drug screen results pending MRO review.
- (n) Records. All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Concentra providing services to the Client under this Agreement shall be the property of the Client, unless otherwise required by law
- (o) Auditing. The Client Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Concentra involving transactions related to this Agreement. Client shall submit any requests in writing to Concentra.
- (p) The Client may cancel this Agreement for refusal by Concentra to allow access by the Client Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

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

OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A., DBA CONCENTRA MEDICAL CENTERS

Ву:	Robert G. Hassett, DO, MPH 6D1189CF35924C5			
Name:	Robert G. Hassett, DO, MPH			
Title:	President, Treasurer & Corp. Secretary			
Date:	3/5/2025			
CITY OF DORAL, FLORIDA				
Ву:	Sgil & Souts			
Name:	Zeida Sardinas			
Title:	City Manager			
	3/12/2025			

Lorenzo Cobiella

Date:

Ву:

Name:

Date: ____3/12/2025

EXHIBIT A POLICE SERVICE FEES

Services	Fees
Complete Blood Count (CBC) w/Diff 6399	\$51.43
Comprehensive Metabolic Panel (CMP) 10231	\$52.70
EKG Resting	\$44.86
Physical Customer Defined Level 2	\$89.00
U/A Dipstick	\$25.75
Vision Acuity Complete (Titmus)	\$34.50
Audiogram	\$38.50
DFWP UDS Collect	\$29.00
TB Skin Test	\$36.00
X-Ray Chest-2 View	\$64.00

EXHIBIT B AQUATIC SERVICE FEES

Services	Fees
Audiogram	\$38.50
Complete Blood Count (CBC) w/Diff 6399	\$51.43
Comprehensive Metabolic Panel (CMP) 10231	\$52.70
DFWP UDS Collect	\$29.00
EKG Resting	\$44.86
Law Enforcement Physical	\$91.00
TB Skin Test	\$36.00
U/A Dipstick	\$25.75
Vision Acuity Complete (Titmus)	\$34.50
X-Ray Chest-2 View	\$64.00
TOTAL	\$467.74

Please note that the above services are offered and priced as a package and not as individual components.

Docusign Envelope ID: 71EE0A9A-D9EB-41D1-B3EC-4BC5C50E8129
Granam Company, a warsh & wcLennan Agency, LLC company
The Graham Building
One Penn Square West
Philadelphia, PA 19102

2536 1 MB 0.617 2536 1 MB 0.617 2536 1 MB 0.617 CITY OF DORAL 8401 NW 53RD TER ATTN: RITA GARCIA DORAL, FL 33166-4517



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/26/2024

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).

PRODUCER	NAME: Concentra Unit			
Graham Company, a Marsh & McLennan Agency, LLC company	PHONE (A/C, No, Ext): 215-567-6300	AX A/C, No): 215-405-2694		
One Penn Square West	E-MAIL ADDRESS: Concentra_Unit@grahamco.com			
Philadelphia PA 19102	INSURER(S) AFFORDING COVERAGE	NAIC#		
[14] [14] [14] [14] [14] [14] [14] [14]	INSURER A: Columbia Casualty Company	31127		
INSURED CONCGRO-	INSURER B: Liberty Mutual Fire Ins. Co.	23035		
Occupational Health Centers of The Southwest PA dba Concentra Medical Centers	INSURER C: Allied World Assurance Company, AG			
5080 Spectrum Drive, Suite 1200 West	INSURER D: Employers Insurance of Wausau	21458		
Addison TX 75001	INSURER E: LM Insurance Corporation	33600		
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 563912832 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.

ISR	TYPE OF INSURANCE	ADDL SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	5
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		HAZ 4032244581-9	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
Ì	X Professional Lia					MED EXP (Any one person)	\$
	X \$1M Claim/\$3M Ag					PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$3,000,000
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$3,000,000
	OTHER:						\$
3	AUTOMOBILE LIABILITY		AS2-631-510199-324	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X ANY AUTO				BODILY INJURY (Per person)	\$	
OWNED AUTOS ONLY HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED					PROPERTY DAMAGE (Per accident)	\$
							\$
AX	X UMBRELLA LIAB X OCCUR	HMC 4032235752	HMC 4032235752	1/1/2025	1/1/2026	EACH OCCURRENCE	\$9,000,000
	EXCESS LIAB X CLAIMS-MADE					AGGREGATE	\$10,000,000
	DED X RETENTION \$ 3,000,000						\$
	WORKERS COMPENSATION		WA7-63D-510199-354	4/1/2024	4/1/2025	X PER OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	WA5-63D-510199-314	4/1/2024	4/1/2025	E.L. EACH ACCIDENT	\$1,000,000	
OFFICER/MEMBEREXCLUDED? (Mandatory in NH)		10.5				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
If yes, describe under DESCRIPTION OF OPERATION	If yes, describe under DESCRIPTION OF OPERATIONS below			1000		E.L. DISEASE - POLICY LIMIT	\$1,000,000
0	Property Excess Liability		YAC-L9L-477341-015 C023701-0010	1/1/2025 1/1/2025	1/1/2026 1/1/2026	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)
PRIMARY LIABILTY POLICY includes General Liability Coverage on an Occurrence Basis and Professional Liability Coverage on a Claims Made Basis.

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 \$18,000,000 Aggregate.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-11; Effective 1/1/2025-1/1/2026 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

See Attached...

CERTIFICATE HOLDER	CANCELLATION
City of Doral 8401 NW 53 Terrace	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attn: Rita Garcia Doral FL 33166	AUTHORIZED REPRESENTATIVE M B C

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AGENCY CUSTOMER ID: CONCGRO-01

LOC #:

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CC	JK	
	-	
	CC	COR

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Graham Company, POLICY NUMBER		NAMED INSURED Occupational Health Centers of The Southwest PA	
		dba Concentra Medical Centers 5080 Spectrum Drive, Suite 1200 West Addison TX 75001	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244600-11; Effective 1/1/2025-1/1/2026 -\$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-11; Effective 1/1/2025-1/1/2026 -\$100,000 Each Medical Incident/\$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244628-11; Effective 1/1/2025-1/1/2026 \$800,000 Each Medical Incident/\$3,000,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-11; 1/1/2025-1/1/2026 -\$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-11; 1/1/2025-1/1/2026 -\$1,000,000 Each Medical Incident/\$3,000,000 Aggregate Per Insured or Surgeon

PROPERTY COVERAGE: Risk of Physical Loss or Damage to Covered Property subject to policy terms and conditions.

WORKERS COMPENSATION - Occupational Health Centers of California, A Medical Corporation - Liberty Mutual Insurance Corp. - Policy #WA5-63D-510199-314; Effective: 4/1/2024-4/1/2025

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Insurance Corp. - Policy #WA7-63D-510199-404; Effective: 4/1/2024-4/1/2025

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Mutual Insurance Corp. - Policy #WC5-631-510199-254 (WI): Effective: 4/1/2024-4/1/2025

ADDITIONAL WORKERS COMPENSATION POLICIES:

OHC of Arkansas - Liberty Insurance Corp. - Policy #WC7-631-510199-284; Effective: 4/1/2024-4/1/2025

OHC of Arkansas – Liberty Insurance Corp. - Policy #WC7-631-510199-284; Effective: 4/1/2024-4/1/2025
OHC of Southwest (AZ/UT) – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-244; Effective: 4/1/2024-4/1/2025
OHC of Delaware – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-384; Effective: 4/1/2024-4/1/2025
OHC of Georgia/Hawaii – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-384; Effective: 4/1/2024-4/1/2025
OHC of Illinois – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-294; Effective: 4/1/2024-4/1/2025
OHC of Michigan – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-274; Effective: 4/1/2024-4/1/2025
OHC of Nebraska – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-374; Effective: 4/1/2024-4/1/2025
OHC of New Jersey – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-264; Effective: 4/1/2024-4/1/2025

OHC of New Jersey – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-264; Effective: 4/1/2024-4/1/2025 OHC of North Carolina – Liberty Insurance Corp. - Policy #WC7-631-510199-344; Effective: 4/1/2024-4/1/2025

OHC of Southwest (KS) – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-424; Effective: 4/1/2024-4/1/2025
Therapy Centers of Southwest I, PA (OR) - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-394; Effective: 4/1/2024-4/1/2025
Therapy Centers of South Carolina, PA - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-304; Effective: 4/1/2024-4/1/2025
OHC of Minnesota - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-454; Effective: 4/1/2024-4/1/2025
OHC of Alaska - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-444; Effective: 4/1/2024-4/1/2025

CYBER LIABILITY - Arch Specialty Insurance Company - Policy #NPL2001106-00; Effective: 11/25/2024-11/25/2025 - Limit: \$10,000,000

EXCESS CYBER LIABILITY - Homeland Insurance Company of New York - Policy #720002431-0000; Effective: 11/25/2024-11/25/2025 -Limit: \$10,000,000 Excess of \$10,000,000

CRIME COVERAGE - National Union Fire Insurance Company of Pittsburgh, PA - Policy #02-173-18-50, Effective 11/25/2024 - 1/1/2026 - Limit \$10,000,000

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional services performed for or on behalf of the above Named Insured. RE: OHC SWPA/CMC HAS AN AGREEMENT TO PROVIDE MEDICAL SERVICES TO THE NAMED CLIENT.

City of Doral are additional insureds on the above General Liability, Auto Liability and Umbrella Liability Policies if required by written contract.

RESOLUTION No. 21-155

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-318 OF THE CITY'S CODE OF ORDINANCES, AUTHORIZING THE CITY MANAGER TO AMEND THE EXISTING PROFESSIONAL SERVICES AGREEMENT WITH OCCUPATIONAL HEALTH CENTERS OF SOUTHWEST, P.A., DBA CONCENTRA FOR PRE-EMPLOYMENT MEDICAL EXAMINATIONS, IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER EACH FISCAL YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral has consistently utilized the services of Concentra., for pre-employment examinations for many years; and

WHEREAS, historically, the costs for pre-employment medicals have remained below the \$15,000 limit that requires City Council approval; and

WHEREAS, on May 7, 2021, the City Manager renewed and executed a new Professional Services Agreement with Concentra., to continue providing pre-employment medical examinations; and

WHEREAS, the current contract remains in effect through September 30, 2022, and stipulates that in no event shall the fees exceed \$14,900.00, and

WHEREAS, Concentra continues to provide the city with an exceptional outcome thorough its familiarity with our city and willingness to maintain the original, scope of services, quality and reliability; and

WHEREAS, section 2-318 of the City of Doral Code of Ordinances, Purchasing Limitations; requires that contracts in excess of \$15,000.00 must be approved by the City Council;

WHEREAS, based on the proposal rate and continued quality services provided,

the staff recommends to the City Manager that the city continue utilizing Concentra for pre-employment medical examinations; and

WHEREAS, to achieve this object, a transfer of \$10,100.00 is needed from the Human Resources Department's Account Fund #001.20005.500540 to the Human Resources Department's Account Fund #001.20005.500340; and

WHEREAS, the City Manager recommends that the Mayor and City Council approve amending the existing PSA with Concentra to provide pre-employment medical services in an amount not to exceed \$25,000.00 per fiscal year through September 30, 2022, (including the funds already expended for this fiscal year).

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The City Manager is hereby authorized to amend the existing agreement on behalf of the City of Doral with Concentra upon approval from the City Attorney as to form and legal sufficiency, for the provision of pre-employment screening services through September 30, 2022, in an amount not to exceed \$25,000.00 per fiscal year.

Section 3. Authorization. The City Manager is authorized to execute the work orders and expend budgeted funds on behalf of the City.

<u>Section 4.</u> <u>Implementation.</u> The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

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Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 11 day of August, 2021.

JUAN CARLÓS BE

BERMUDEZ, MAYOR

ATTEST:

CONNIE DIAZ, MMC

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

LUIS FIGUEREDO, ESQ.

CITY ATTORNEY