

FIFTH AMENDMENT TO MEDICAL CARE PROVIDER AGREEMENT

This Fifth Amendment to the Medical Care Provider Agreement (the "AMENDMENT") is entered into by and between MARION COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Client") and CONCENTRA HEALTH SERVICES, INC, a Nevada corporation, 5080 Spectrum Drive, Suite 1200, Addison, TX 75001, FEIN 75-2510547 (hereinafter referred to as "Concentra") and OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A., a Texas professional association, 5080 Spectrum Drive, Suite 1200, Addison, TX 75001, FEIN 75-2014828, hereinafter referred to as "Assignee")

RECITALS

WHEREAS, the Parties previously entered into that certain Agreement for Services at an onsite center dated effective October 1, 2018 and First Amendment dated August 20, 2019 and Second Amendment dated September 1, 2020 and Third Amendment effective March 2, 2021, and Fourth Amendment effective October 1, 2021 (collectively the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to include COVID-19 Testing Services for all eligible employees, spouses, and dependents, and COVID Vaccine Administration for Client's eligible employees, spouses, and dependents (age 18 and up) at the onsite center identified in Exhibit A-1 attached hereto; and

WHEREAS, Client desires to engage Assignee through Concentra, and Assignee 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 conditions contained herein the parties agree as follows:

1. **This Amendment.** This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 18P-095, (the "Project"). It is agreed by the parties that this Amendment modifies every provision of the underlying contracts and no provisions remain enforceable or in effect.
2. **Additional Temporary Services and Fees.** The Agreement is amended by adding the attached Exhibit A-1 and Exhibit B-1 immediately after Exhibit A ["Post-Offer Physical Examinations ("POPE")"] of the Agreement.
3. **E-Verify pursuant to §448.095, F.S.**
Section 448.095, Florida Statutes ("F.S."), applies to both MANAGER and ASSIGNEE and for purposes of this Fifth Amendment "Concentra/Assignee" shall be used to denote each individually. Section 448.095, F.S. requires Concentra/Assignee to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits Concentra/Assignee from entering into the Agreement unless it is in compliance therewith. Information provided by Concentra/Assignee is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.
 - A. Client hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
 - B. Concentra/Assignee has agreed to perform in accordance with the requirements of this Section and agree as follows:
 1. Each for itself certifies and assures Client that Concentra/Assignee is currently in full compliance with Section 448.095, Florida Statutes, is registered and uses the E-Verify System to verify work authorization status of all newly hired employees.
 2. Client shall immediately terminate the Agreement if Client has a good faith belief that Concentra/Assignee has knowingly violated Section 448.09(1), Florida Statutes, that is, that either MANAGER or ASSIGNEE knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
 3. Concentra/Assignee each agree for itself that when it enters into a contract with an employee, a contractor or a subcontractor, Concentra/Assignee shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
 4. Concentra/Assignee shall maintain a copy of such affidavit for the duration of the Agreement and provide it to Client upon request.

5. Concentra/Assignee shall immediately terminate the Contracting Party if Concentra/Assignee has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
 6. If Client has a good faith belief that MANAGER's and/or ASSIGNEE's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that MANAGER and/or ASSIGNEE have/has otherwise complied, Client shall promptly order MANAGER and/or ASSIGNEE to terminate the Contracting Party. Concentra/Assignee each agree that upon such an order, Concentra/Assignee shall immediately terminate the Contracting Party. Concentra/Assignee each agree for itself that if it should fail to comply with such an order, Client shall immediately terminate Concentra/Assignee.
 7. If Client terminates the Agreement with Concentra/Assignee, Concentra/Assignee may not be awarded a public contract for a least one (1) year after the date of termination.
 8. Concentra/Assignee is liable for any additional costs incurred by Client as a result of a termination under this Section.
 9. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
 10. Concentra/Assignee shall maintain records of its respective registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to Client or other authorized governmental entity.
 11. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and Client may treat a failure to comply as a material breach of the Agreement.
4. **Scrutinized Companies pursuant to §287.135, F.S.**
- A. **Certification.**
1. If the Agreement is for One Million Dollars or more, Concentra/Assignee each for itself certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, Concentra/Assignee is not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
 2. If the Agreement is for any amount, MANAGER and ASSIGNEE each for itself certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, Concentra/Assignee was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.
- B. **Termination, Threshold Amount.** Client may, entirely at its option, terminate the Agreement if it is for One Million Dollars and Concentra/Assignee meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and Concentra/Assignee is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and Concentra/Assignee is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and Concentra/Assignee is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 4. Was entered into or renewed on or after July 1, 2018, and Concentra/Assignee is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;

- b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 - C. **Termination, Any Amount.** Client may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. Concentra/Assignee is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 - D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.
5. **Discriminatory Vendor List, Convicted Vendor List, Antitrust Violator Vendor List.** Concentra/Assignee certifies and assures Client that Concentra/Assignee and its affiliate, if any and as defined under the pertinent statutes, has not been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes, the Convicted Vendor List pursuant to Section 287.133, Florida Statutes, and the Antitrust Violator Vendor List pursuant to Section 287.137, Florida Statutes. Concentra/Assignee acknowledges that absent certain conditions set forth in the respective statutes, those that have been placed on such lists may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with a public entity, may not transact business with a public entity, and may not benefit from certain economic incentives.
6. **Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided Client pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, Client's obligation to indemnify MANAGER and/or ASSIGNEE, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, F.S. This Section shall survive the termination of the Agreement.
7. **Ratifications.** The terms and provision set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provision of the Agreement, as expressly modified and superseded by this Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties
8. **Counterparts.** This Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

IN WITNESS WHEREOF, Concentra and Client have each caused this Amendment to be executed as of the date first set forth above.

CONCENTRA HEALTH SERVICES, INC.:

DocuSigned by:
By: Michael Rhine
03C65E7A38BF425...
Name: Michael Rhine
Title: Chief Operations Officer -- Onsites
Date: 9/9/2021

ATTEST:

GREGORY C. HARRELL
GREGORY C. HARRELL
CLERK OF COURT
DATE: October 5, 2021

MARION COUNTY, a political subdivision
of the State of Florida by its Board of
County Commissioners

JEFF GOLD
BY: JEFF GOLD
CHAIRMAN
DATE: October 5, 2021

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BCC APPROVED:
ACCEPTANCE DATE: _____

MATTHEW MINTER
for: MATTHEW MINTER
COUNTY ATTORNEY

EXHIBIT A-1
COVID – RSV – INFLUENZA A&B
SCOPE OF WORK ("SOW")

1. Location. Services provided at the following location:

Onsite Center address	City, State, Zip	Onsite Contact
521 SE 26th Court	Ocala, Florida 34471	Sheri Wiley, Risk and Benefits Mgr. Ph: 352-438-2355

2. COVID/Flu/RSV Scope of Work.

Testing

- As clinically appropriate for ages 2 years and older
- COVID
- RSV
- Influenza A&B

Assessment and Treatment

- Assessment and Treatment as clinically appropriate for ages 12 years and older

Vaccination(s)

- As clinically appropriate for ages 12 years and older
- Administration based on FDA approved indications and appropriate clinical guidelines
- COVID
- Influenza A&B

a. **COVID Specific Terms and Obligations of the Parties:** General Description of Services: Concentra shall provide certain occupational health Services and personnel to support testing using the Cepheid Xpert® Xpress SARS-CoV-2/Flu/RSV or other similar client-purchased equipment that may be mutually agreed upon between the parties to identify positive COVID-19 (which shall be approved by the Centers of Disease Control and Prevention (CDC)), Influenza, and RSV cases at the onsite center identified above in Section 1 and are collectively hereafter referred to as the "Services". The Services and personnel will also support appropriate vaccination and treatment for these conditions for patient groups specified elsewhere in this Fifth Amendment.

3. Personnel and Supplies.

- i. Client acknowledges and agrees that, at minimum, it is required to commit to 6 months from the date of full execution of the Agreement of employment for clinical staff that are reassigned to perform the Services and a 30-day notice from any Party is required prior to termination of the Services. The commitment of employment and the termination provision in this Section "3(i)" apply solely to the Services identified on this Exhibit A-1 are not deemed to apply to employment or services obligations identified elsewhere in the Agreement.
- ii. Client must purchase/obtain personal protective equipment ("PPE") in accordance with applicable recommendations and/or requirements of the Occupational Safety and Health Administration (OSHA), the Centers for Disease Control and Prevention (CDC) for the Cepheid Xpert Xpress (the "Tests") utilized by Concentra. If PPE is not on hand or available to Concentra staff, at the sole discretion of the Concentra clinician, any and all Services may be suspended immediately until such PPE is provided by Client. If PPE continues to not be provided or available to Concentra staff as outlined in this SOW, then Concentra shall have the right to immediately terminate this SOW without penalty Client acknowledges and agrees that Concentra's ability to perform the Services under this SOW is contingent upon the provision of the PPE by the Client and other required supplies set forth in this SOW. All testing supplies shall satisfy requirements of the U.S. Food and Drug Administration (FDA) or other applicable federal and state agencies to perform COVID-19 testing. Nationwide shortages of PPE may impact the availability of testing. If Concentra is made aware of such a circumstance, then Services shall be suspended until such shortage is remedied.
- iii. Concentra must be registered as a COVID-19 vaccine provider in the State Services will be provided. Concentra's staff shall be equipped and required to wear appropriate personal protective equipment (PPE) at all times. Additionally, Client personnel shall be required to wear face coverings during the vaccination and while in the waiting areas before and after the vaccination is administered. Client personnel shall comply with all social distancing guidelines and follow all directions from Concentra personnel to ensure compliance to all Concentra and Client safety protocols.
- iv. Concentra will assign appropriately licensed staff to perform the Services set forth herein. If additional staffing personnel or hours are required in the delivery of this Service, then these additional hours will be billed by the hour as incurred in addition to any monthly fees at the onsite at rates mutually agreed upon by the parties.

- v. Any materials, supplies, PPE or equipment that Concentra is required to obtain (if not provided by Client) to safely perform the Services shall be billed back to Client as incurred.

4. COVID Vaccination Administration

- i. "Vaccine/Vaccination" means a vaccine authorized or approved by the Food and Drug Administration (FDA) for the prevention of Coronavirus Disease 2019 (COVID-19), including by way of an Emergency Use Authorization (EUA).
- ii. Concentra shall perform specimen collection, specimen testing, results reporting and applicable agency engagement in accordance with this Statement of Work.
- iii. Concentra shall administer COVID-19 vaccinations provided by 's local Department of Health and shall be responsible for reporting to applicable agencies.
- iv. Both Client and Concentra shall adhere to COVID-19 guidelines issued by the Centers for Disease Control and Prevention (CDC) to the furthest extent possible.
- v. Client employees, spouses, and dependents will be required to consent to testing and vaccine administration and allow Concentra to release testing and vaccine data to Client.
- vi. Concentra and Client shall work together to establish COVID-19 vaccine procedure including procuring, receiving, storing, transporting, preparing administering and tracking/reporting vaccinations in accordance with all applicable laws, regulations, and guidelines.
- vii. Client shall cooperate and provide Concentra with the necessary space and equipment to set-up an open screening area at the vaccination Service area of the onsite location for Concentra to work (which shall be separate from waiting areas and allows for six-foot social distancing). The Service area must be large enough for Concentra to perform the Services and access shall be limited to the Client eligible participants receiving such Services. Client is responsible for identifying and setting-up the space required to perform the Services. For each designated screening area, Client will provide (at minimum) a table, chair(s), electricity, internet access, extension cords, power strips, pens, laptops or similar devices, and a wastebasket, as well as any other necessary supplies that mutually agreed to between the parties to meet the SOW. At the onsite center, Concentra will prepare the vaccination areas and supplies for vaccination activities. Concentra will sanitize each check-in station and device between uses. Concentra's Personnel will also validate each eligible participant's identity using their driver's license or Client ID badge to ensure the participants matches the rosters provided by Client. In addition, Client will provide an adjacent space where Client employees shall be monitored for 15-30 minutes after receiving the vaccine.
- viii. Concentra will meet the requirements of properly handling the vaccines as they are procured.
- ix. Concentra will ensure maintenance of vaccine efficacy throughout, including during procurement, transport, storage, preparation, and use and to keep vaccines at the required temperature.
- x. Concentra shall adhere to all applicable directions, guidelines, or recommendations by manufacturer and the Secretary of Health and Human Services (the "Secretary") regarding the administration of any COVID-19 vaccine approved for use in the United States by the Food and Drug Administration pursuant to an Emergency Use Authorization. In addition, Concentra shall notify either the Secretary of Health or a state or local health authority of any injury or death allegedly caused by the administered vaccine within seven (7) days of the discovery thereof.
- xi. For Client vaccination events, Concentra staff shall employ Concentra's established screening process to detect and isolate any potential Coronavirus infection to help protect other Client employees and Concentra team members from infection. Concentra will identify Client employees who are not eligible to receive the vaccine through Concentra's vaccine questionnaire.
- xii. Concentra shall comply with all of the confidentiality requirements of the Health Insurance Portability and Accountability Act, similar state privacy laws, and state and federal common law, with respect to any medical or health-related information and data gathered and maintained by Concentra in the course of the administration of any COVID-19 vaccines under this SOW.
 - a. Concentra and Client shall work together to establish a process to manage the second vaccine dosage effectively, including but not limited to scheduling and schedule reminders, and such second dose will be procured by Client based on availability.
 - b. Concentra and Client shall work together to establish a process to manage any additional or booster doses of vaccine, according to evolving FDA and CDC guidelines and accepted clinical standards of care.

5. Travel and Expenses.

Subject to the second sentence of this Section "5," if any travel and expenses related to the Services performed for COVID under this SOW are incurred by Concentra, then Client shall reimburse Concentra for such out-of-pocket expenses as it relates to hotels, mileage and meals if required to perform such Services. Client shall not be obligated

to pay any such travel expenses in excess of the amounts authorized under Section 112.061, Florida Statutes.

6. Representations and Warranties by Client.

i. Client represents and warrants that:

(a) It will comply with all applicable Laws, including those related to anti-corruption, customs, anti-boycott, trade embargo, import/export control, immigration, privacy, labeling, environmental, hazardous materials, restricted substances, health, safety and labor (including child welfare, wage and hour); and the U.S. Anti-Kickback Law (42 U.S.C. 1320a-7b); and

ii. Mutual Indemnification.

(a) This Section applies solely for purposes of the Services that are the subject of this Fifth Amendment. Each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter Client's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

(b) All obligations under this Section 6 shall survive expiration or earlier termination of this SOW for a period of one year.

7. Entire Agreement.

This Statement of Work and the Agreement contain the entire agreement between the Parties with respect to the Services under this SOW, and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter. In the event of a conflict between the Agreement and this SOW, the SOW will prevail. Representations and warranties and indemnification obligations set forth in this SOW are intended to supplement and the parties agree that the terms do not conflict with the representations and warranties and indemnification obligations contained in the Agreement. Any modification to this Statement of Work must be in writing and signed by an authorized representative of each Party.

8. Staffing:

Concentra agrees to provide the following staff in addition to the current onsite staffing model:

Clinician			
	FTE Count	Hours Per Week	Backfill
Physician Oversight (PO)		Provided	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Medical Assistant (MA)	1.0	40	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

9. Hours of Operation:

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
CLOSED	CLOSED	7:30 am-4:30pm	7:30 am-4:30pm	7:30 am-4:30pm	7:30 am-4:30pm	7:30 am-4:30pm

*The hours of operation set forth in this Exhibit A-1 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.

10. Holidays:

New Year's Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Memorial Day	<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
Thanksgiving Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Christmas Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed

11. Eligible Participants:

Client Employees

Spouses

Dependents

Children (ages as defined in this Exhibit A-1 above)

12. Fees to Patients for Services at Onsite

Co-Pay: None

Processing Fees: None

13. Electronic Medical Records

Concentra Electronic Medical Records

EXHIBIT B-1
PROGRAM FEES ("FEES")

Estimated Onsite Center Program Fees			
Labor Fees			
<i>Position</i>	<i>Hourly Fee</i>	<i>Monthly Fee</i>	<i>Annual Fee</i>
Physician Oversight (PO)		Included in rates below	Included in rates below
Medical Assistant	\$36.06	\$6,250.00	\$75,000
TOTAL LABOR FEES		\$6,250.00	\$75,000
Ongoing Fees			
<i>Fee Category</i>		<i>Monthly Fee</i>	<i>Annual Fee</i>
Clinical/Admin/Supplies		As incurred	As incurred
Technology Fee (Additional)		\$58.33	\$700
TOTAL ONGOING FEES		\$58.33	\$700
ESTIMATED YEARLY FEES			\$75,700

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. Concentra will bill ongoing labor and technology fees to Client as a flat monthly fee at 1/12 of the annual rate
 - (a) Payment shall be made as set forth in Chapter 218, Part VII, Florida Statutes, Local Government Prompt Payment Act.
 - (b) On the earlier of (i) the beginning of each twelve (12) month period after the Effective Date of this Agreement; or (ii) on the anniversary of the commencement date of the existing Agreement between the parties (if applicable), all the Fees provided in the table above (excluding the pass-through items) shall automatically increase five percent (5%).
 - (c) If additional hours are deemed temporarily necessary for existing staff members and/or staff roles that are not overtime hours, they will be billed as incurred at the hourly rates listed above in addition to the Monthly Fixed Fees
 - (d) If the checkbox for Back-fill above is checked "Yes":
 - i. The hourly charge for Back-fill for that position is included in the Monthly Fee above
 - (e) The fixed Monthly Fees shall be paid even if the clinic location is inaccessible due to temporary shutdowns and Client recognized holidays
 - (f) Does not include overtime, supplemental pay, holiday pay, on call pay, or bonuses for Concentra employees, whether requested by Client or deemed medically or operationally necessary for patient care
 - i. If incurred, will be billed at current standard applicable rates (Overtime billed at 1.5X the applicable rate above; Holidays worked billed at 2.0X the applicable rate above, etc.)
3. Technology Fees include:
 - (a) Software fees (subject to change based on changes to staffing model)
 1. Note: All COVID19 Vaccine tracking to be completed using Client's preferred system
 - (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 Client 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.
4. All other costs will be passed through as incurred
 - (a) Subject to the second sentence of this Subsection "4(a)," travel and mileage expenses incurred in the performance of required services (including but not limited to clinical and physician travel, travel between Client locations, onsite staff travel for training, monthly meetings, mutually agreed agency expenses that may be incurred during any

Term, quarterly stewardship meetings, audits, any Back-fill and colleague performance management) will be billed back at actual cost without additional markup or management fee. Client shall not be obligated to pay any such travel expenses in excess of the amounts authorized under Section 112.061, Florida Statutes

- (b) All consumable items necessary for day to day clinic operation, whether requested by Client or deemed medically or operationally necessary by clinic staff, will be passed through to Client as incurred without markup
 - i. Passed through items include, but are not limited to: medical supplies, office supplies, laboratory fees and supplies, shipping of specimens, break room supplies, printing, postage, parking fees, uniforms, laundry, equipment calibration and maintenance, biohazard disposal, cell phones and data plans, third party services such as MROs or X-ray over reads if necessary, etc.
- (c) Any change in scope to this Fifth Amendment that require certifications to be in compliance (CAOHC, BAT, UDS, DOT, etc.), and any travel related to this training, subject to the second sentence of this Subsection "4(c)," will be passed through to Client as incurred. Client shall not be obligated to pay any such travel expenses in excess of the amounts authorized under Section 112.061, Florida Statutes