

AMENDMENT #1 TO AGREEMENT
FOR EMPLOYEE HEALTH CENTER ADMINISTRATION

This Amendment #1 to Agreement for Employee Health Center Administration (“Amendment”), dated this 21st day of May, 2024, is made by and between the City of Fort Lauderdale, a Florida municipality, (the “City”), and Marathon Health, LLC, a Delaware limited liability Company authorized to transact business in the State of Florida, (“Marathon”), (collectively, “Parties”).

RECITALS

WHEREAS, the City and Marathon entered into that certain Agreement for Employee Health Center Administration dated April 4, 2023, (the “Agreement”), for the administration of the City’s employee health center (the “Health Center”) and the provision of certain preventive, wellness, disease management, health consultation and/or primary care services at the Health Center; and

WHEREAS, the Parties wish to amend the Agreement to increase the staffing of medical assistant positions at the Health Center from 2.5 full-time employees (“FTE”) to 3.0 FTE because, according to a member utilization report, years 2021 and 2022 average monthly appointments at the Health Center were 473 and 453 respectively, and in 2023 there was a significant increase in utilization with monthly appointments averaging 571;

NOW, THEREFORE, the Agreement is amended as follows:

- 1. Adjustment of Staffing.** Effective July 5, 2022, Exhibit C, Section 4 (Staffing) of the Agreement is amended to provide for 0.9 FTE Physician and 1.8 FTE Nurse Practitioner/Physician Assistant. Effective as of the date on which the now-vacant medical assistant position is filled (the “Staffing Increase Date”), the staffing of the Health Center will be amended to provide that the staffing of the medical assistants and provision of medical assisting services will be increased by 20 hours per week, increasing the number of medical assistant positions from 2.5 FTE to 3.0 FTE. Accordingly, effective on the Staffing Increase Date, the table set forth in Exhibit C, Section 4 (Staffing) of the Agreement will be amended and restated as follows:

Role	FTE
Physician	0.9
Nurse Practitioner/Physician Assistant	1.8
Medical Assistant	3.0
Registered Dietician	0.5

- 2. Amendment to Section V. (Method of Billing and Payment).** Effective as of the Staffing Increase Date, the Annual Fee for the services shall be increased by \$49,048.00, from \$1,264,985 to \$1,314,033, subject to the increases set forth in Section V of the Agreement. The amended Annual Fee shall be invoiced in accordance with the terms of Section V, with the annualized increase of \$49,048.00 to be pro-rated for any partial billing period.
- 3. Amendment to Section VI.DD. (E-Verify)**

Section VI.DD. of the Agreement is amended to provide as follows:

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the

Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI.DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section VI.DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

4. Amendment to Section VI.BB. (Public Records)

Section VI.BB. of the Agreement is amended to provide as follows:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA

STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONTRACTOR shall comply with Florida public records laws, and CONTRACTOR shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
5. **Miscellaneous.** This Amendment is made under and incorporates the terms and conditions of the Agreement. Unless otherwise noted herein, the capitalized terms in this Amendment shall have the same meaning ascribed to them in the Agreement. The terms and conditions set forth in this Amendment are in addition to and not in substitution of any terms or conditions set forth in the Agreement. Except as specifically modified by this Amendment, the terms and conditions of the

Agreement remain in full force and effect. This Amendment shall be governed in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules.

IN WITNESS WHEREOF, the City and Marathon execute this Amendment #1 to Agreement for Employee Health Administration as follows:

CITY OF FORT LAUDERDALE

By: _____
Susan Grant, Acting City Manager

Approved as to form:

Sr. Assistant City Attorney

MARATHON HEALTH, LLC

By: _____
Jeff Wells, Chief Executive Officer

ATTEST:

(SEAL)

Steve Tumbarello, CFO

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Jeff Wells as Chief Executive Officer for Marathon Health, LLC, a Delaware limited liability company authorized to transact business in the State of Florida.

(SEAL)

(Signature of Notary Public)
Notary Public, State of _____

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____OR Produced Identification ____
Type of Identification Produced _____