

AMENDMENT #2 TO AGREEMENT FOR EMPLOYEE HEALTH CENTER ADMINISTRATION

This Amendment #2 to Agreement for Employee Health Center Administration (the "Amendment"), dated this 2nd day of July, 2026, (the "Effective Date"), is made by and between the City of Fort Lauderdale, a Florida Municipality, ("City"), and Marathon Health, LLC, a Delaware limited liability company authorized to transact business in the State of Florida, ("Marathon" or "Contractor"). City and Marathon each may be referred to individually as a "Party" and jointly as the "Parties."

RECITALS

WHEREAS, 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, as amended by Amendment #1 to Agreement for Employee Health Center Administration dated May 21, 2024; and

WHEREAS, the Parties wish to amend the Agreement further to (i) increase the staffing of the Nurse Practitioner/Physician Assistant position at the Health Center from 1.8 full-time employees ("FTE") to 2.4 FTE; (ii) add Patient Support Team, After Hours Care, and Value Driven Referrals, as defined below, to the scope of services provided by Marathon at the Health Center; and (iii) to memorialize the change in fee associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree to amend the Agreement as follows:

- Adjustment to Staffing.** Upon the Effective Date Contractor will take commercially reasonable measures to recruit and hire a Nurse Practitioner/Physician Assistant to provide an additional 0.6 FTE Nurse Practitioner/Physician Assistant. Effective as of the date on which the Nurse Practitioner/Physician Assistant commences providing services ("Nurse Practitioner/Physician Assistant Increase Date"), the staffing of the Health Center will be amended to provide that the hours of the Nurse Practitioner/Physician Assistant will be increased by twenty-four hours per week, increasing the number of Nurse Practitioner/Physician Assistant positions from 1.8 FTE to 2.4 FTE. Accordingly, effective on the Nurse Practitioner/Physician Assistant 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	2.4
Medical Assistant	3.0
Registered Dietician	0.5

2. **Increase in Scope of Services.** As of the Effective Date of this Amendment, Contractor shall begin implementation for, and once implemented, provide, the value driven referral services as described below (“Value Driven Referrals”), as well as the patient support team and after hours care services as described below (“Patient Support Team and After Hours Care”) for the City. The date Contractor begins providing the Value Driven Referral service shall be the “Value Driven Referral Start Date”. The date the Contractor begins providing the Patient Support Team and After Hours Care shall be the “Patient Support Team and After Hours Start Date”. To incorporate the changes described in this Section 2 as of the Effective Date, with the respective fee adjustments becoming effective as provided in Section 3, Exhibit A, Scope of Services, of the Agreement, (“Exhibit A”), is amended by appending the following to the Primary and Urgent Care section of Exhibit A:

Value Driven Referrals	Marathon will provide value driven referrals to Patients. Marathon’s referral team will conduct same or next-day outreach and work with the Patient to select a referral provider, share records and schedule appointments. Marathon will provide reporting to Client regarding referral volume, loop closure rate, procedure cost saving estimates and specialty visit quality scores.
After-Hours Nurse Triage	After-hours nurse triage support for Patients. Patients may contact a nurse after Health Center hours with any acute care concerns. The after-hours nurse will refer the Patients to the most appropriate care for the concerns identified in the call (ER, Urgent Care or next day appointment).
Patient Support Call Center	Centralized patient support call center for Patient appointment scheduling, responding to questions, incentive information, service escalations and other patient support during regular Health Center operating hours.

3. **Fees.** As of the Nurse Practitioner/Physicians Assistant Start Date, the Annual Fee for the services shall be increased by \$205,697. As of the Value Driven Referral Start Date the Annual Fee for the services shall increase by \$52,224. As of the Patient Support Team and After Hours Start Date the Annual Fee for the services shall increase by \$30,087. Subject to the increases set forth in Section V of the Agreement (“Section V”), as of the later of the Nurse Practitioner/Physician Assistant Start Date, the Value Driven Referral Start Date, and the Patient Support Team and After Hours Start Date, the amended Annual Fee shall be \$1,675,303, as set forth in the table below. The amended Annual Fee shall be invoiced in accordance with the terms of Section V, and the annualized increases set forth in this Section 3 shall be pro-rated for any partial billing period.

	4/3/2026 – 4/2/2027	
Product	Monthly Fee	Annual Fee
Current Fee	\$115,608	\$1,387,296
Value Driven Referrals	\$4,351.98	\$52,224
Patient Support Team and After Hours Care	\$2,507.24	\$30,087
0.6 FTE Advance Practice Provider	\$17,141.43	\$205,697

Total	\$139,608.62	\$1,675,303
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4. **Miscellaneous.** This Amendment is made under and incorporates the terms and conditions of 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 Amendment. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement. Except as specifically modified by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

5. **Anti-Human Trafficking.** As a condition precedent to the effectiveness of this Amendment, Marathon shall provide the City with an affidavit signed by an officer or a representative of Marathon under penalty of perjury attesting that Marathon does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

6. **Foreign Countries of Concern.** As a condition precedent to the effectiveness of this Amendment, Marathon shall provide the City with an affidavit signed by an officer or representative of Marathon under penalty of perjury attesting that Marathon does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.

7. **Scrutinized Companies or Other Entities.** Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” Marathon certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised. The Contractor also certifies that it is not participating in a boycott of Israel, as provided in Section 287.135, Florida Statutes (2025). The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2025), as may be amended or revised. In addition, if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, the Contractor may be subject to such penalties as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised.

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

E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), 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 (2025), 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 (2025), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify 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 (2025), 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 (2025), 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 (2025), 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 (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment as of the Effective Date.

CITY OF FORT LAUDERDALE

By: _____
Rickelle Williams, City Manager

Approved as to form and correctness:

Assistant City Attorney

MARATHON HEALTH, LLC

By: _____
Chris Pricco, CEO/President

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by Chris Pricco as CEO/President 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 _____