

**CONTRACT AMENDMENT #2**

This Contract Amendment #2 to the Medical Provider Services Contract for an On-Site Employee Medical Clinic Contract # 20190044 (this “**Amendment**”) is entered into on December \_\_, 2023 (the “**Amendment Effective Date**”) between the City of Port St. Lucie (the “**City**”) and Treasure Coast Medical Associates, Inc. (“**Consultant**”). The City and Consultant may hereafter be referred to, collectively, as the “**Parties**” and, individually, as the “**Party.**”

RECITALS

- A. The Parties entered into the Medical Provider Services Contract for an On-Site Employee Medical Clinic effective October 1, 2019 (the “**Original Agreement**”).
- B. The Parties thereafter amended the Original Agreement through that certain Amendment #1 (“**Amendment #1**” and, together with the Original Agreement, the “**Agreement**”).
- C. On January 23, 2023, Consultant’s sole shareholder, J. Michael Adelberg, M.D. (“**Dr. Adelberg**”) engaged in an equity transaction pursuant to which Dr. Adelberg sold and transferred all the equity interests in Consultant to TCMA Care LLC (the “**Transaction**”).
- D. Consultant’s sole shareholder is TCMA Care, LLC. The sole member of that entity is David Weinberger.
- E. Consultant has a contractual relationship with Chai Care, LLC (“**Chai Care**”) for Chai Care to act as a Management Services Organization and provide management services to Consultant.
- F. As of September 1, 2023, the medical director for Consultant is Sampson Davis, M.D. The parties intend and expect that the medical director for Consultant shall have a local presence. Local presence shall include but is not limited to being available, during regular business hours: (1) to the City by phone and email to discuss issues, concerns, or developments related to the Clinic; (2) for communication with the City’s Human Resources staff, the Clinic’s staff, and representatives from the City’s City Manager’s office by phone and email to discuss issues, concerns, or developments. Additionally, the medical director shall comply with the requirements of section 400.9935, Florida Statutes.
- G. The Transaction did not affect any of the Parties’ rights and obligations under the Agreement, and Consultant remains fully committed to providing the services under the Agreement as set forth therein and as amended by this Amendment.
- H. The Parties desire to clarify certain of the obligations under the Agreement and amend the Agreement subject to the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment shall have the respective meanings ascribed to them in the Agreement.
2. Amendments to the Agreement. As of the Amendment Effective Date, the Agreement is amended as follows:

a. *Section II (Notices)* shall be amended by replacing the notice information for Consultant with the following:

Consultant: Treasure Coast Medical Associates, Inc.  
 Attn.: Director of Business Development  
 3405 NW Federal Highway  
 Jensen Beach, FL 34957  
 E-mail: badams@tcmahealthcare.com  
 Telephone: 772-692-8082  
 Fax: 772-232-9383

b. *Section II (Notices)* shall be amended by replacing the notice information for City with the following:

City: Natalie Cabrera  
 Human Resources Director  
 City of Port St. Lucie  
 121 SW Port St. Lucie Blvd.,  
 Port St. Lucie, FL 34984  
 Telephone: 772-344-4369  
 Emails: [ncabrera@cityofpsl.com](mailto:ncabrera@cityofpsl.com); [HRContracts@cityofpsl.com](mailto:HRContracts@cityofpsl.com)

c. A new *Subsection (d)* shall be added at the end of *Section III.7.* as follows:

“d. Any personnel assigned to perform services at the On-Site Employee Medical Clinic that are compensated, in whole or in part, by City pass-through, shall not be re-assigned to any other clinic operated by Consultant without the City’s prior written approval, such approval not to be unreasonably withheld, conditioned, or delayed. If Consultant decides it has a basis to take other employment action against such personnel, including but not limited to suspension and/or termination, it shall comply with the following procedure. Consultant shall give prompt and prior notice to the City before taking any additional employment action. Prompt notice shall mean within twelve (12) hours of Consultant learning of the events giving rise to such desired employment action. Within forty-eight (48) hours of Consultant learning of such events, it shall provide the City with the following information: (1) the employment action it wishes to take against such personnel; and (2) any information, facts, data, and/or proof supporting such desired employment action. If Consultant is still gathering information, facts, data, and/or proof, it shall provide the information it has within forty-eight (48) hours, inform the City of a continuing investigation, and provide the City updates at least every forty-eight (48) hours thereafter, unless a different amount of time is agreed to by the City in writing. Once Consultant has gathered all information, facts, data, and/or proof and shared the same with the City, it shall provide the City an opportunity to review said information, and discuss Consultant’s desired employment action with Consultant. Consultant agrees to listen and consider the City’s opinions and desires as to the desired employment action. Notwithstanding this procedure, if the Consultant reasonably believes that immediate employment action is required to address such personnel, it may temporarily suspend such personnel, even without pay, without providing prior notice to the City, provided that such suspension is

temporary, and Consultant complies with the above procedure after the temporary suspension.

Additionally, Consultant agrees to implement salary increases dictated by the City in accordance with this Agreement. If Consultant decides to grant personnel an additional salary increase, it shall not do so without prior written approval from the City.”

d. A new *Section 10*. shall be added at the end of *Section III* as follows:

“10. Pharmaceutical Supply. To the extent Consultant dispenses any prescription or OTC medication to individuals treated at the On-Site Employee Medical Clinic, Consultant shall maintain adequate books and records and will permit the City to audit such books and records with regard to the City’s pass-through expenses for such prescription and OTC medication. Audits shall not occur more than once annually and shall be conducted only upon sufficient advance notice, outside of clinic hours, and in a manner that interrupts Consultant’s business operations as minimally as necessary. Notwithstanding the foregoing, Consultant acknowledges that it will be required to cooperate with third party auditors auditing the City’s finances and agrees to promptly provide the documentation and information requested by such external auditors.

Additionally, within ten (10) days of the Amendment Effective Date, Consultant shall provide City an explanation of how it maintains its inventory of the pharmaceuticals.”

e. *Section V (Renewal Option)* shall be amended and replaced with the following:

“The initial Contract period will be for five (5) years with an option to renew for one (1) additional one (1) year period, followed by an option to renew thereafter for two (2) additional two (2) year periods, as appropriations allow in the budget. The first renewal, if exercised as proscribed herein, shall begin the day following the last day of the initial Contract period. Each subsequent renewal period, if exercised as proscribed herein, shall begin the day following the last day of the previous renewal period.

For clarity, “[t]he initial Contract period will be for five (5) years,” refers to the initial contract period defined in the Original Agreement as October 1, 2019 through September 30, 2024. Renewals shall be based on mutual agreement between the City and the Consultant to provide the identical services required under the Agreement between the parties, including the Original Agreement and any subsequent amendments thereto, and maintain the same terms, conditions, and cost structure as delineated therein. All renewals must be offered in writing at least one hundred and eighty (180) days prior to the termination of the initial Contract period and/or each subsequent renewal period.

f. *Section XI (Insurance)* shall be amended and replaced with the following:

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Consultant are not intended to and shall not in any manner limit

or qualify the liabilities and obligations assumed by Consultant under the Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

Commercial General Liability Insurance: The Consultant shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include On-Site Employee Medical Clinic – Contract #20190044."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. All policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Cyber Liability Insurance: The Consultant shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability, and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

Professional Liability Insurance: The Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 per claim, \$2,000,000 aggregate for clinic operations and for Medical Professionals. Before Agreement execution, Consultant shall provide City proof of all such Professional Liability insurance. All costs associated with maintaining Professional Liability insurance shall be borne by Consultant of the Medical Professional. For policies written on a "Claims-Made"



basis, Consultant warrants that the retroactive date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years, for both Consultant and Medical Professional policies. If policies contain an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Pollution Insurance: The Consultant shall procure and agree to maintain in full force during the term of this Agreement, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: By entering into this Agreement, the Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then the Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Agreement. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Consultant's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Consultant to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language "when required by written contract." If the Consultant, independent contractor and/or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant/independent contractor/subcontractor.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better.

g. Date of Effectiveness; Limited Effect. This Amendment is effective as of the Amendment Effective Date. Except as expressly provided in this Amendment, all the terms, conditions, and covenants of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments to the Agreement contained herein will not be construed as an amendment to, or waiver of, any other provision of the Agreement or as a waiver of, or consent to, any further future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Amendment Effective Date, each reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” or other words of like import, will mean and be a reference to the Agreement as amended by this Amendment.

h. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

a. It has the full right, corporate power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment.

b. This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

CITY OF PORT ST. LUCIE, FLORIDA

Caroline Sturgis

By: Caroline Sturgis

Its: Director, Office of Management & Budget

CONSULTANT:  
TREASURE COAST MEDICAL ASSOCIATES, INC.

DocuSigned by:  
Issy Ross

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By: Issy ROSS

Its: CEO