

**AMENDMENT TO AGREEMENT  
FOR  
MEDICAL SERVICES**

This Amendment for Medical Services at an Onsite Center (the "**Amendment**") is made and entered into as of the \_\_\_ day of March, 2024, (the "**Amendment Effective Date**"), by and between Concentra Health Services, Inc., a Nevada Corporation, for the benefit of and on behalf of its subsidiaries, affiliates, and managed professional associations and corporations ("**Concentra**") and Denton Independent School District ("Client").

**RECITALS**

**WHEREAS**, Concentra and Client previously entered into an agreement between the parties dated July 1, 2023 (the "**Agreement**"); and

**WHEREAS**, Concentra and Client desire to extend the term of the Agreement and amend the staffing model; 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:

1. **Definitions.** Capitalized terms used in this Amendment, to the extent not otherwise defined in this Amendment, shall have the same meanings as in the Agreement.
2. **Staffing:** Effective on the later of July 1, 2024 or the date the Board of Denton Independent School District approves this amendment ("Exhibit Effective Date"), Exhibit A shall be deleted in its entirety and replacing it with the new Exhibit A, attached hereto and made a part hereof. The new Exhibit A reflects the deletion of the Registered Nurse position and the addition of a full-time Center Operations Director ("COD") and a full-time Advanced Practice Clinician ("APC"). However, should this Amendment be approved by the Board of Denton Independent School District, and Concentra is able to fill these positions prior to July 1, 2024, the parties agree that the COD and APC positions may begin before the Exhibit Effective Date herein and will be billed at the rates reflected on Exhibit B attached to this Amendment.)
3. **Term.** The Agreement is further amended by the parties mutually agreeing to extend the Term for an additional one (1) year period pursuant to Section 1 of the Agreement, and the Agreement will be effective through June 30, 2025 ("Renewal Term"). Effective as of July 1, 2024, Exhibit B of the Agreement will be deleted in its entirety and replaced with the new Exhibit B, attached hereto and incorporated herein.
4. **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.
5. **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.

**DENTON INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: Mia Price

Title: Board of Trustees President

Date: \_\_\_\_\_

CONCENTRA HEALTH SERVICES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF WORK ("SOW")**

**1. Location.** Services provided at the following location:

Onsite Center address	City, State, Zip	Onsite Contact
1006 Fulton Street	Denton, TX 76201	Chris Bomberger Ph: 940-369-0272 Email: <a href="mailto:cbomberger@dentonisd.org">cbomberger@dentonisd.org</a>

**2. Statement of Work**

<input checked="" type="checkbox"/> <b>Occupational Health</b> <ul style="list-style-type: none"> <li>• Work-related injury/illness treatment - provider</li> <li>• Work-related injury/illness assessment - non-provider</li> <li>• Examinations and management                             <ul style="list-style-type: none"> <li>○ DOT Physical</li> </ul> </li> <li>• Clinical testing                             <ul style="list-style-type: none"> <li>○ Audiograms</li> <li>○ Tb testing</li> <li>○ Vision/Titmus</li> </ul> </li> <li>• Drug and alcohol testing/collections</li> <li>• Laboratory collections</li> <li>• Injections</li> <li>• Medication – prescribe and/or dispense OTC only                             <ul style="list-style-type: none"> <li>○</li> </ul> </li> </ul>	<input checked="" type="checkbox"/> <b>Acute Episodic (Urgent) Care</b> <ul style="list-style-type: none"> <li>• Upper respiratory infections</li> <li>• Headache</li> <li>• Sore throat</li> <li>• Non-work-related sprains/strains</li> <li>• Lacerations</li> <li>• Gastrointestinal issues/urinary tract infections</li> <li>• Skin irritation/rash</li> </ul> <input checked="" type="checkbox"/> <b>Primary Care</b> <ul style="list-style-type: none"> <li>• Chronic disease management</li> <li>• Preventive care</li> <li>• Lifestyle medicine</li> <li>• Routine gender/age-specific exams and screenings</li> <li>• Laboratory collections</li> <li>• Immunizations</li> <li>• Medication management</li> <li>• Care coordination</li> </ul>
<input checked="" type="checkbox"/> <b>Health Improvement/Wellness Services</b> <ul style="list-style-type: none"> <li>• Biometric screens</li> <li>• Health risk assessments</li> <li>• Health fairs</li> <li>• Health education (monthly)</li> </ul>	<input checked="" type="checkbox"/> <b>Pharmacy- OTC only</b>
<input checked="" type="checkbox"/> <b>Ancillary Services:</b> <ul style="list-style-type: none"> <li>• Behavioral health services</li> </ul>	

**3. Staffing:**

Concentra agrees to provide the following staff:

<b>Clinician</b>			
	<b>FTE Count</b>	<b>Hours Per Week</b>	<b>Backfill</b>
Physician(s) (MD/DO)	1.0	40	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>General &amp; Support Staff</b>			
	<b>FTE Count</b>	<b>Hours Per Week</b>	<b>Backfill</b>
Center Operations Director (COD)	1.0	40	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Advanced Practice Clinician (APC)	1.0	40	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Medical Assistant (MA)	2.0	80	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. Hours of Operation:**

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
N/A	N/A	7am-5pm	8am-5pm	8am-5pm	8am-5pm	8am-4pm

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

**5. 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 |
| Columbus Day           | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Martin Luther King Day | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| President's Day        | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |

**6. Eligible Participants (Check all that Apply):**

- Employees
- Dependents, as defined in I.R.C. §152(a).
- Children (2+ years old)

**7. Fees to Patients for Services at Onsite**

- Clinic Visit Fee: Concentra will collect the client-determined clinic visit fee of \$\_30 for the Services provided to employees, spouses or dependents on a high deductible plan and employees not on Denton ISD's medical plan.

**8. Electronic Medical Record**

- Concentra Electronic Medical Record

**EXHIBIT B**  
**PROGRAM FEES (“FEES”)**

<b>Estimated Labor Fees (Staffing)</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Annual</b>
Physician - 1 FTE	\$205.46	\$35,613.50	\$427,362
Medical Assistant - 2 FTE	\$37.87	\$13,127.00	\$157,524
Center Operations Director - 1 FTE	\$56.80	\$9,845.29	\$118,143
Advanced Practice Clinician (NP/PA) - 1 FTE	\$99.66	\$17,274.55	\$207,295
<b>TOTAL LABOR FEES</b>		<b>\$75,860</b>	<b>\$910,324</b>
<b>Estimated Ongoing Fixed Fees</b>		<b>Monthly</b>	<b>Annual</b>
Hardware Use Fee		\$583.33	\$7,000
Software Fee		\$666.67	\$8,000
Management Fee		\$15,171.67	\$182,060
<b>TOTAL ONGOING FIXED FEES</b>		<b>\$16,422</b>	<b>\$197,060</b>
<b>Estimated Pass-Through Costs</b>		<b>Monthly</b>	<b>Annual</b>
Internet Network Connectivity		As Incurred	As Incurred
Medical Supplies		As Incurred	As Incurred
Laboratory		As Incurred	As Incurred
Phone/Office Supplies/Admin/Travel/Other		As Incurred	As Incurred
Prescription Dispensing		As Incurred	As Incurred
<b>TOTAL PASS-THROUGH COSTS</b>		<b>As Incurred</b>	<b>As Incurred</b>
<b>TOTAL ESTIMATED YEAR 1 COSTS</b>			<b>\$1,107,384</b>

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. Start Up Fees
  - (a) The actual one-time Fee for supply and equipment will be dependent upon the facility size and configuration
    - i. Items purchased will be passed through as incurred
  - (b) Implementation Fee to be billed upon executed Letter of Intent or execution of this Agreement, whichever comes first
  - (c) Staffing will begin up to thirty (30) days prior to the Onsite Center opening and will be billed as incurred until Onsite Center opening day.
  - (d) Implementation is anticipated to be finalized within ninety (90) days of the implementation commencing. The parties agree that implementation is considered complete on the date the Onsite Center is open for business
  - (e) Please note the amounts applied for recruiting are estimated, actual cost may vary, and estimate does not include placement cost from a recruiting agency
    - i. If deemed necessary, will be passed through to Client at cost
3. Concentra will bill ongoing labor, technology, and management fees to the Client as a flat monthly fee at 1/12 of the annual rate
  - (a) Concentra's standard payment terms are net thirty (30) days
  - (b) 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
  - (c) 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
  - (d) If the checkbox for Back-fill above is checked "No":
    - i. If Back-fill is provided anyway upon mutual agreement of the parties, then the hourly rate shown above shall be billed as incurred in addition to the Monthly Fee for that position
  - (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.)
4. Technology Fees include:
- (a) Software fees (subject to change based on changes to staffing model)
  - (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.
  - (d) Two (2) standard data feed(s) has been included in the above Fees for eligibility files. If Client requires additional feeds, then additional Fees shall apply:
    - i. If the desired data feed matches our standard layout, each additional feed would be \$2,500.00.
    - ii. If customized feeds are requested by Client (i.e. insurance carriers, etc.), then that customized feed 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.
5. All other costs will be passed through as incurred
- (a) Travel and mileage (at the current applicable IRS rate) 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, subject to prior written approval by Denton ISD.
  - (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 the Agreement that require certifications to be in compliance (CAOHC, BAT, UDS, DOT, etc.), and any travel related to this training will be passed through to Client as incurred