

## AGREEMENT FOR SERVICES AT AN ONSITE CENTER

This Agreement for Services at an Onsite Center (the "**Agreement**") is made and entered into as of this 1st day of July, 2023 (the "**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 is in the business of providing certain healthcare services through its employees, and/or its designated affiliates and associations as more fully defined herein, including those Services as described on Exhibit A attached hereto (the work set forth in the Scope of Work is referred to herein as "**Services**") at the Client's business location (the "**Onsite Center(s)**"); and

**WHEREAS**, the Services of this Agreement will be performed by Concentra through its managed professional entities, including Occupational Health Centers of the Southwest, P.A. (the "**Billing Group(s)**"), and invoices related to fees for the Services outlined in this Agreement will be transmitted to Client by the Billing Groups; 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:

### AGREEMENT

1. Term and Renewal. The initial term of this Agreement (the "**Initial Term**") shall be for one (1) year, commencing on the Effective Date. This Agreement may be renewed for four additional one (1) year terms (each a "**Renewal Term**") (the Initial Term and Renewal Term shall be collectively referred to as the "**Term**") upon mutual agreement and executed amendment between the parties.

2. Compensation.

(a) Client shall pay Concentra fees set forth in Exhibit B (the "**Fees**"). 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 on Exhibit B (excluding the pass-through items) shall automatically increase five percent (5%). Concentra shall invoice Client monthly and Client shall remit payment to Concentra as provided in Exhibit B upon receipt of invoice. Client agrees to pay any sales, use, excise or similar taxes applicable to the Services provided for hereunder.

(b) Failure to pay an invoice when due shall constitute a material breach of this Agreement and Concentra reserves the right to terminate this Agreement pursuant to the remedies set forth in Section 4 (Termination) if the invoice has not been resolved in thirty (30) days of the invoice due date. Concentra reserves the right to refrain from providing Services to Client if undisputed charges have not been resolved and paid to Concentra. In the event that Concentra continues to provide Services during a period of time when Client is in breach, such continuance of Services will not operate as a waiver of Concentra's right and ability to utilize the remedies available to Concentra under applicable laws.

(c) Any change to this Agreement may only be made by amendment executed by both parties. The written amendment shall include any increase to Fees associated with any requested change to this Agreement.

3. Obligations of the Parties.

(a) During any Term of this Agreement, Concentra shall provide the Services described in Exhibit A.

(b) Onsite Location. Client agrees to provide Concentra the opportunity to inspect, design and/or build-out the required space at least sixty (60) days prior to the date of open for business.

(c) Information Systems. Client shall comply with Concentra's technology components and Security requirements required to perform the Services as provided in Exhibit E. Concentra will provide its standard software/hardware and systems support required to deliver the Services. Concentra may, at its discretion, upgrade and make changes to the software platform and hardware utilized at the Onsite Center. Fees associated with such upgrades and changes shall be the responsibility of Concentra unless otherwise mutually agreed to by the Parties.

(d) Reporting. Concentra agrees to provide Client quarterly reporting and an annual report providing a review of program goals to date and a strategic plan for the upcoming year. Development and recurring delivery of any custom reporting that is beyond the scope outlined in this Section will be billed on a time and materials basis as incurred in addition to any fixed fees as provided on Exhibit B.

(e) Eligibility Files. Client shall provide Concentra the initial eligibility file at least thirty (30) days prior to the anticipated open for business date. Client shall provide ongoing weekly updates, which shall include the participant eligibility file necessary to enable Concentra to provide Onsite Center Services and reporting. The participant eligibility file will contain the entire eligible population with the targeted population delineated within the file. Prior to execution of this Agreement, Concentra will provide eligibility file standards to Client upon request. After execution of this Agreement, Client will cooperate with Concentra to identify specific data required to fulfill this Agreement. Concentra shall communicate the file specifications to Client, including the automated process for ongoing file transmission. Client acknowledges that Concentra cannot provide services and reporting without eligibility files from Client meeting the specifications as provided by Concentra.

(f) Claims Data. Client shall provide to Concentra, at a minimum, a summary of the medical and pharmacy claims data for the eligible and targeted participants enrolled in Client's health plan(s), for the previous twelve (12) months for the purpose of calculating the onsite clinic's return on investment (ROI). Concentra shall communicate the summary data required to use in the analysis. If the data is not provided to Concentra, the ROI will be calculated using industry assumptions and may not reflect the actual ROI experienced by Client, and any performance guarantees associated with a customized Client ROI will not be applicable.

(g) Resources. Client shall provide in writing a single primary point of contact for implementation project management and ongoing account management.

#### 4. Termination.

(a) Either party may terminate this Agreement without cause upon ninety (90) days' prior written notice to the other party.

(b) If Client terminates this Agreement, without cause, within twelve (12) months after the Effective Date, then Client shall pay Concentra a termination fee in an amount equal to twenty-five percent (25%) of the Annual Fee (shown on Exhibit B) in addition to any shutdown cost provided in Section 4(a).

(c) In the event of an alleged breach of this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days' written notice to the other party. If the alleged breach remains uncured following such written notice identifying the alleged breach, then the Agreement shall be terminated. The breaching party shall be liable for all direct costs, fees, expenses and damages and/or other amounts (including, but not limited to, reasonable attorneys' fees) as a result of the breach. In the event this Agreement is terminated due to a party's breach, the other party shall have no continuing obligations or liabilities under this Agreement except as expressly provided under this Agreement.

(d) At the expiration or termination of this Agreement, neither Client nor any third-party shall have access to, or use of, any Concentra personnel, electronic medical record system, reporting or Concentra's network except as may be expressly approved in writing by Concentra with the applicable fee for such requirements beyond such termination date.

(e) Due the nature of this Agreement, any Renewal Term requires the parties to begin negotiating three (3) months prior to the expiration of the then current Initial or Renewal Term, as applicable. An amendment for such Renewal Term must be executed by both parties no later than forty-five (45) days prior to the expiration of the then current Initial Term or Renewal Term, as applicable. If the parties fail to execute a Renewal Term amendment within forty-five (45) days prior to the expiration of the Initial Term or Renewal Term, as applicable, the Agreement shall automatically renew for an additional one (1) year term and the Fees shall increase pursuant to Section 2(a).

(f) Termination of this Agreement shall not affect Client's obligation to pay any proper Fees and costs (as set forth in Exhibit B) incurred prior to termination.

5. Temporary Onsite Center Shutdown. The term "Temporary Shutdown" shall include: (i) a furlough (of any nature) imposed by Client; (ii) maintenance at Client's business location that prohibits reasonable access; (iii) an unforeseen conflict at the Onsite Center not caused by Concentra or its personnel prohibiting reasonable access; or (iv) any other closure of the Onsite Center or Client's business location for reasons outside of Concentra's control. Client shall compensate the Onsite Center personnel, pursuant to Exhibit B, any amounts that would have been owed but for the closure of the Onsite Center for any Temporary Shut-down.

6. Paid Time Off; Holidays. Intentionally Omitted.

7. Compliance with Laws. In the performance of its duties and obligations pursuant to this Agreement, Concentra shall comply with all laws, rules, and regulations applicable to Concentra in connection therewith. Concentra shall ensure that all personnel performing Services hereunder are appropriately licensed or certified to perform the Services, as applicable. Client shall not direct or encourage Concentra to act or refrain from acting in a way which, to its knowledge, would violate any applicable law or regulation. Client shall not act in a way which, to its knowledge, could implicate or involve Concentra in a violation of any law or regulation. Client's direction or encouragement of Concentra to act (or refrain from acting) in a manner described herein shall constitute a material breach by Client.

8. Insurance. Upon execution and delivery of this Agreement, Concentra shall provide to Client certificates of insurance evidencing Concentra's commercial general liability and professional liability insurance coverage in the amounts listed on the attached Exhibit C for Services rendered by Concentra. Concentra shall notify Client thirty (30) days prior to any modification, cancellation, or termination of such insurance that may affect Client.

9. Nature of Relationship. Concentra shall perform this Agreement as an independent contractor to Client and, except as specifically provided in this Agreement, Concentra shall be solely responsible for the means and methods used to perform its obligations to Client. Concentra and Client specifically acknowledge and agree that all individuals who will be performing Services hereunder are agents or employees of Concentra and not of the Client. Nothing in this Agreement is intended or shall be construed to create a joint venture, agency, partnership, employer/employee relationship or any legal or equitable relationship other than that of client and independent contractor.

10. Non-Solicitation and Non-Recruitment. The parties acknowledge and agree that the relationship between Concentra and its affiliate employees who work with Client in the performance of Services hereunder (each an "**Affiliated Employee**") constitutes a valuable asset of Concentra. During the Term of this Agreement and for a period of one (1) year thereafter, Client shall not directly or indirectly recruit solicit or hire, as an employee or as an independent contractor (including as an employee of a new provider of similar services as those set forth herein), any Affiliated Employee of Concentra involved in providing Services to Client, without the prior written consent of Concentra. For the duration of this Agreement and for one year thereafter, if Client either directly or through others hires any current or former Concentra Affiliated Employee (employed or contracted by supplier during the year preceding the date of hire by Client or such other party) to perform the same or a similar function, whether as an employee or independent contractor, Client shall pay an amount equal to the annual fee for such employee's Services as set forth in this Agreement. The Parties agree this is not punitive in nature and is a reasonable sum representing recruitment and training costs of Concentra. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement will not prohibit (a) solicitations through advertising or other publications of general circulation and employment resulting thereof, or (b) the hiring of any Affiliated Employee who contacts Client or some third party without Client or such other party having solicited such Affiliated Employee.

This Section 10 shall survive the termination of this Agreement.

11. Confidentiality.

(a) The parties recognize and acknowledge that in the course of performing their duties and obligations under this Agreement the parties may have access to the other party's trade secrets and confidential or proprietary information (the "Confidential Information") including, but not be limited to, this Agreement and the terms contained herein. Each party hereby agrees that, except when required by law, it will not disclose, in whole or in part, such Confidential Information for its own purposes or for the benefit of any other person, firm, partnership, association, corporation or business organization, entity or enterprise. In connection therewith, each party represents and warrants that any employee or agent of a party that has access to the Confidential Information of the other party has provided reasonable assurances obligating each individual to adhere to and be subject to the terms of this Section 11(a). Both parties shall maintain the confidentiality of medical records generated hereunder in accordance with applicable law and shall protect from disclosure any protected health information, as defined in 45 CFR §160.103, or individually identifiable health information as defined in 45 CFR Parts 160-164 and the federal security standards as contained in 45 CFR Part 160.103.

(b) The parties agree that, in the event of a disclosure or threatened disclosure of such Confidential Information in a manner inconsistent with the terms of this Agreement, through any means whatsoever, the injured party may terminate this Agreement and may, in addition to any other remedies to which it may be entitled: (i) demand the return of any and all documents or other tangible items which reflect, reveal, disclose, constitute, compromise, or embody such Confidential Information and any or all copies thereof, whereupon the party disclosing, or threatening to disclose, such Confidential Information in a manner inconsistent with the terms of this Agreement shall promptly comply with such demand; (ii) be entitled to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and/or permanent injunctive relief to enforce any provision hereof, without the necessity of proof of actual injury, loss or damage; and (iii) recover damages, losses, and expenses of any nature, including without limitation attorneys' fees, arising out of, resulting from or otherwise relating to such disclosure or threatened disclosure. Anything contained in this Section 11(b) to the contrary notwithstanding, each of the parties to this Agreement shall not be required to return or deliver any documents or other tangible items relating to such Confidential Information, if such return or delivery would directly violate any express provisions of an applicable order of a court of competent jurisdiction. It is the intention of the parties hereto that, in enforcing the provisions of this Section 11(b), a court may take into consideration, among other factors, each of the parties' interest in maintaining the confidentiality of such Confidential Information. Anything contained in this Section 11(b) to the contrary notwithstanding, the provisions of this Section 11(b) are not intended to cover information, which is in the public domain or becomes generally known.

(c) If either party believes that it has, or may, become legally obligated to disclose Confidential Information to a third-party not governed by this Agreement, such party will provide immediate written notice to the other party so that it may intervene to attempt to prevent such disclosure.

This Section 11 shall survive the termination of this Agreement.

12. Medical Records.

(a) Custodian. Concentra shall serve as the custodian of medical records created at the Onsite Center(s) during the Term of this Agreement. Concentra, while the custodian of medical records shall abide by all local, state, and federal requirements for such record retention during the Term of this Agreement. Client acknowledges that Concentra will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order as applicable, or as provided by applicable law). The below shall control the retention and/or release and delivery of medical records or data upon termination of the Agreement and Client's written request:

i. Upon the termination of this Agreement for any reason, Client shall execute a custodial agreement with Concentra and any new third-party medical provider ("New Medical Provider"), as applicable, to ensure all parties' compliance with applicable laws. Concentra shall provide Client with such custodial agreement for execution. Client shall be solely responsible for any expense related to the transfer of medical records, including, but not limited to those arising from any retention of records required by law (including OSHA), any photocopies requested, any records/data requested to be provided in an electronic format and/or transferred to the Client or

New Medical Provider(s), and such actual fees charged by electronic medical records vendors. The records shall be inclusive of all historical medical records related to the patient population of the Onsite Center(s).

ii. The Client shall be invoiced for any production/conversion as a separate line item as a standard Service under this Agreement, which must be paid in full prior to the release of the final set of data requested by Client or New Medical Provider(s). If historical medical records were provided to Concentra by Client or any third-party, such historical records shall be provided to Client or New Medical Provider(s) in the same manner and condition as provided to Concentra. Upon payment by Client, the parties will make best efforts to deliver and/or transfer such records within two (2) weeks, or a mutually agreed upon date.

iii. If Concentra is replacing an existing third-party medical provider (a "**Prior Medical Provider**") as part of a transition of service at the Onsite Center, Concentra shall become the medical record custodian as of the open for business date of the Onsite Center and all parties must execute a custodial agreement thirty (30) days prior to the Onsite Center anticipated open for business date to ensure all parties' compliance with applicable laws. Client shall provide Concentra written notice of the intended format and delivery of all records created to Concentra sixty (60) days prior to the anticipated open for business date. Such delivery shall include any medical records, required data, software applications previously used, and required data conversions proposed. Any fees associated with such transfer of the above materials from the Prior Medical Provider shall be at the Client's sole expense.

(b) **Access.** Client is not entitled to access any patient medical records except to the extent allowed by law. Concentra is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Concentra may only disclose protected health information as authorized by and to the extent allowed by law.

This Section 12 shall survive the termination of this Agreement.

### 13. Security Audit Rights.

(a) For purposes of this Agreement, the term "**Information Technology Resources**" includes, but is not limited to, hardware, application software, system software, and information (data) used in conjunction with the Services provided at the Onsite, regardless of whether the Information Technology Resources are owned by Client or a third-party. The term "**Information Technology Services**" includes, but is not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems used in conjunction with the Services provided at the Onsite, regardless of whether the Information Technology Services are owned or operated by Client or a third-party.

(b) All Information Technology Resources shall be sufficiently protected according to Concentra Security standards attached hereto as Exhibit F.

(c) In the event that Client utilizes a third-party provider, including contractors or sub-contractors, to provide Information Technology Resources, Client shall ensure that such third-party providers agree to abide by the requirements of this Section 13.

(d) Upon reasonable advance written notice, Concentra reserves the right to perform security audits at the Onsite Center to evaluate the adequacy and compliance of Information Technology Resources and Information Technology Services as defined herein. Concentra reserves the right to use appropriate tools and technology to monitor, encrypt, or scan as appropriate. Concentra shall be provided reasonable access to premises and technology resources to verify conformance to the terms of this Agreement. Concentra shall be permitted to conduct these audits with its own resources, by securing the services of a third-party firm, or any combination thereof, solely at Concentra's election. Concentra shall have the right to copy, at its own expense, any record related to the Services performed pursuant to this Agreement.

14. Client Audit. Upon Client providing thirty (30) days advance written notice to Concentra, Client may inspect the books, procedures, and records of Concentra (excluding financial data and Confidential Information) to monitor compliance with this Agreement. Any such audit shall be at Client's sole expense. Client shall pay all reasonable fees incurred by Concentra

to complete the audit (including, but not limited to, reasonable copy charges, and Concentra employee to provide requested materials for such audit), to be invoiced as a separate line item on the next monthly billing statement as a standard Service provided under this Agreement.

15. Concentra's Personnel.

(a) Concentra is solely responsible for the hiring, orientation, and performance management of all Concentra employees at the Onsite Center. Client may provide Concentra written feedback regarding a Concentra employee performance issue. Upon such feedback, Concentra will conduct an investigation of the applicable facts and circumstances.

(b) In the event Client requests dismissal or removal of a Concentra clinician (physician, physician assistant, nurse practitioner, physical therapy, or any other employee providing Services at the Onsite Center who enters into an employment agreement with Concentra), and the grounds for such removal are insufficient to warrant termination for cause in accordance with Concentra's HR policies and procedures, Client agrees to pay Concentra the Fees associated with the Services performed by the Concentra clinician as provided in Exhibit B for a period of up to sixty (60) days, as provided by the Concentra clinician's employment agreement.

16. Back-Fill Personnel. If Client elects to have Concentra provide replacement personnel ("**Back-Fill**") at the Onsite Center, by selecting "Yes" in the checkboxes contained in Section 3 (Staffing) of Exhibit A, whether due to scheduled or unscheduled absences of any Concentra employee (which includes, but is not limited to, physicians, physician assistants, registered nurses, physical therapists, etc.) assigned to provide Services at the Onsite Center, then Concentra will make its best efforts to utilize the personnel already assigned to that Onsite Center to provide such Back-Fill coverage. However, if Concentra is unable to replace an absent employee with the already assigned Onsite Center personnel, then Concentra will attempt to obtain Back-Fill personnel to render the Onsite Center Services from an external staffing agency or by utilizing personnel from Concentra's existing workforce, provided that the Back-Fill personnel shall possess credentials that are equal to or greater than the position vacant due to such absence. If Concentra provides Back-Fill personnel pursuant to Client's request, then Client shall be responsible for any difference in the hourly rate associated with the use of such Back-Fill personnel which may be invoiced as a separate line item to the Client on a monthly basis as a standard Service under this Agreement.

17. Independent Clinical Judgment. Notwithstanding anything to the contrary contained in this Agreement, Concentra retains full and free discretion to, and shall, exercise its independent professional clinical judgment with respect to clinical services rendered to Client and its employees, contractors, agents, or other representatives under this Agreement. Nothing in this Agreement shall be construed to influence, limit, or affect a clinician's independent judgment with respect to the provision of clinical services to Client and its employees, contractors, agents, or other representatives at the Onsite Center. Client acknowledges and agrees that it will not direct or attempt to direct the provision of clinical services or care at the Onsite Center. Any violation of this Section 17 shall be considered a material breach of this Agreement and Concentra reserves the right to terminate this Agreement pursuant to the remedies set forth in Section 4 (Termination).

18. Client's Personnel. Notwithstanding anything to the contrary contained in this Agreement, Client retains full and free discretion to, and shall, exercise its independent decision-making with respect to the hiring, orientation, performance management, discipline, and termination of Client's employees, contractors, agents, or other representatives. Client acknowledges and agrees that the nature of this Agreement may require Concentra's Personnel to make certain recommendations concerning the fitness of Client's Personnel to perform certain job functions or tasks, but Client is solely responsible for making any and all employment determinations related thereto. The parties agree that this Section 18 is not intended to modify or limit Concentra's right to manage Concentra's Personnel in accordance with its HR policies and procedures as provided by Section 15.

19. Miscellaneous.

(a) Entire Agreement; Amendment. All exhibits referenced in this Agreement ("**Exhibits**") shall be attached and incorporated herein. This Agreement and all Exhibits contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, and arrangements, written or oral, between the parties hereto regarding the subject matter hereof. Only a written instrument executed by both parties may amend this Agreement.

(b) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given: (i) when personally delivered; (ii) if sent via overnight delivery by a nationally recognized overnight carrier, upon the delivery date; or (iii) if sent by United States mail, three (3) business days after deposit in postage prepaid, certified or registered mail, to the following respective addresses (or to such other address or addresses as either party may designate in writing):

If to Concentra:                   Concentra Health Services, Inc.  
5080 Spectrum Drive, Suite 1200W  
Addison, Texas 75001  
Attn: Legal – Contracting (Onsites)

With a copy to:                   Concentra Health Services, Inc.  
5080 Spectrum Drive, Suite 1200W  
Addison, Texas 75001  
Attn: Michael Rhine – SVP & Chief Operating Officer, Onsites

If to Client:                       Denton Independent School District  
1307 N Locust Street  
Denton, TX 76201  
Attn: Chris Bomberger- Executive Director of Risk Management and Benefits  
Copy to: Dr. Jamie Wilson- Superintendent  
Copy to: Deron Robinson – Denton ISD General Counsel

(c) Adequate Assurances. If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, Concentra may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides such assurances in a reasonable time and manner acceptable to rights and remedies available, Concentra may in its sole discretion: (a) partially or totally suspend its performance of Services while awaiting assurances from Client, without any liability; and/or (b) require payment from Client in advance for Services not yet provided, without any liability.

(d) Force Majeure. Neither party shall be liable for failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act of God, fire, inevitable accident, war, or any cause outside the reasonable control of the party who had the duty to perform. This provision explicitly excludes Temporary Shutdowns as set forth in Section 5 of this Agreement, economic hardship, labor shortages, labor or employee reductions, fluctuations in market conditions, and insufficiency of funds as reasons a party may invoke this provision for failure to perform its obligations under this Agreement.

(e) Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

(f) Assignment; Binding Effect. Neither party may assign this Agreement to any other person or entity without the prior written consent of the other party; provided however that Client acknowledges that certain professional Services to be rendered by Concentra may be rendered by a professional association affiliated with Concentra. Notwithstanding anything contained herein to the contrary, either party may assign this Agreement, without consent, to the surviving entity in the event of a merger or sale of substantially all the assets. Either party may assign this Agreement to a subsidiary or affiliate upon written notice to the other party. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors and assigns.

(g) Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar

in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the remaining Term unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

(h) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which the Services are performed, without regard to conflict/choice of law principles.

(i) Legislative Modification. Notwithstanding any other provision to the contrary: (a) in the event that any federal, state, or local law, rule, regulation, or interpretation thereof at any time during the Term of this Agreement prohibits, restricts, or in any way materially changes the method or amount of reimbursement or payment for Services under this Agreement, then this Agreement shall, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction, or limitation; and (b) with respect to any law, rule, regulation, or interpretation thereof which results in a material increase in the cost of Services provided by Concentra hereunder, Concentra shall have the right to increase its fees to reach that level of prices at which it is willing to provide Services hereunder. With respect to any other prohibition, restriction, or change that causes this Agreement to be impermissible or materially different in its effect than contemplated herein, the parties hereto will, in good faith, negotiate and amend this Agreement to cause their relationship to be as consistent as possible with that which is created herein; if this Agreement is not so amended in writing prior to the effective date of said prohibition, restriction, or change, either party may terminate this Agreement upon advance written notice to the other party.

(j) Corporate Authority. Each party represents and warrants that it has the requisite corporate power and authority to enter into this Agreement, to engage the other in the performance set forth herein, and to perform its obligations hereunder. The execution, delivery and performance by each party of this Agreement have been duly authorized by all requisite corporate action on the part of each party respectively.

(k) Publicity. Each party shall request prior written approval for any advertising, written sales promotions, tours, press releases and other publicity matters relating to this Agreement or in which the other party's name is mentioned. However, either party may, without prior written approval of the other party, include the other party's name and a factual description of the work performed under this Agreement in its lists of references and in the experience section of proposals to third parties, in internal business planning documents, in its annual report to shareholders, and whenever required for legal, accounting or regulatory purposes.

(l) Agreement Structure. This Agreement is the result of an arm's length negotiation between the parties and each of the parties has agreed to the use of the particular language on this Agreement. The parties further acknowledge that any questions of doubtful or unclear interpretations are not to be resolved by any rule or interpretation against the drafters, and that each party has participated in drafting this Agreement. Accordingly, this Agreement is to be construed without regard to the party or parties responsible for its drafting or preparation.

(m) Counterparts. This Agreement may be executed in counterparts and delivered to each of the parties by facsimile. Facsimile, photocopy, or electronic signatures are deemed an original instrument, but all such counterparts taken together constitute one and the same agreement.

20. Order of Precedence. In the event of conflicts or discrepancies among this Agreement and other documents used in capturing services and fees, interpretations will be based on the following priorities: this Agreement for Onsite Services; the Exhibits attached to this Agreement; any PO or Change Order.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought. Signature to this Agreement not transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.



IN WITNESS WHEREOF, the parties have agreed to this Agreement as of the Effective Date in the preamble.

**Concentra Health Services, Inc.**

**Denton Independent School District**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Name: Michael Rhine

\_\_\_\_\_  
Name: Mia Price

\_\_\_\_\_  
Title: SVP & Chief Operating Officer, Onsites

\_\_\_\_\_  
Title: Denton ISD School Board President

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

\_\_\_\_\_  
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>• <b>Behavioral health services</b></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>
Registered Nurse (RN)	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 Onsite Center Program Fees</b>			
<b>Start-up Fees</b>			
<b>Fee Category</b>	<b>One Time Fee</b>		
Equipment & Supplies	\$25,682		
Technology/Software Installation	\$21,000		
Internet Network Installation/Data Configuration	\$15,200		
Implementation Fee	\$7,000		
<b>TOTAL START-UP FEES</b>	<b>\$68,882</b>		
<b>Labor Fees</b>			
<b>Position</b>	<b>Hourly Fee</b>	<b>Monthly Fee</b>	<b>Annual Fee</b>
Physician(s) (MD)	\$195.67	\$33,916.67	\$407,000
Registered Nurse (RN)	\$68.27	\$11,833.33	\$142,000
Medical Assistant (MA)	\$36.06	\$6,250.00	\$75,000
Medical Assistant (MA)	\$36.06	\$6,250.00	\$75,000
<b>TOTAL LABOR FEES</b>		<b>\$58,250.00</b>	<b>\$699,000</b>
<b>Estimated Ongoing Fees</b>			
<b>Fee Category</b>	<b>Monthly Fee</b>	<b>Annual Fee</b>	
Medical Supplies/Phone/Uniform/Office Supplies		\$43,706.40	
Hardware Use Fee	\$500.00	\$6,000	
Software Fee	\$508.33	\$6,100	
Laboratory/OTC Medications	\$8,052.00	\$96,624	
Management Fee	\$11,650.00	\$139,800	
<b>TOTAL ONGOING FEES</b>	<b>\$12,658.33</b>	<b>\$292,230.40</b>	
<b>ESTIMATED YEAR 1 FEES</b>			<b>1,060,112.40</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

## **EXHIBIT C** **INSURANCE**

Concentra shall maintain, throughout the Term of this Agreement, at its sole expense, professional medical malpractice liability insurance coverage, or adequate self-insurance, with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. Where applicable, limits shall be in accordance with the Patient Compensation Fund Guidelines.

### Commercial General Liability Coverage:

\$1,000,000 per occurrence

\$3,000,000 general aggregate

Concentra will extend Additional Insured status to Client as it relates to Services provided per written agreement.

### Automobile Liability Coverage:

\$2,000,000 combined single limit

Concentra will extend Additional Insured status to Clients as it relates to Services provided per written agreement.

### Workers' Compensation Coverage:

1. Applicable state-mandated coverage;
2. Employer's liability coverage at the following amounts:
  - a. Each accident: \$1,000,000
  - b. Disease (each employee): \$1,000,000
  - c. Disease (policy limit): \$1,000,000

**EXHIBIT D**  
**ONSITE CENTER SET-UP/PREMISES**

Client shall be responsible for the following, at its sole expense:

1. If a new Onsite Center, then Client shall provide adequate and appropriate office and clinic space for medical services to be performed. If applicable, Client shall provide written specifications for the Onsite Center, including, at a minimum, the Onsite Center size, location, and layout.
2. If Client has an existing Onsite Center facility, then Client shall provide Concentra full access to such facility at least sixty (60) days prior to the Anticipated Open for Business Date to inspect the premises and determine if the facility meets Concentra's specifications to perform the Services and security requirements. Client shall be solely responsible for any required updates, upgrades, replacement systems, or medical equipment as may be necessary to perform the Services.
3. Client shall ensure that the Onsite Center meets all applicable federal, state, and local laws, regulations, rules, and codes related to the premises, including but not limited to zoning, land use, and land development ordinances, occupancy rules, and building and construction codes. Client must also ensure that the Onsite Center meets Concentra's written specifications;
4. Client must maintain the Onsite Center in good repair and working order and in compliance with Concentra's service standards (including, but not limited to, its interior, exterior, structure, and roof) and maintained in a safe and workman like condition. Without limiting the generality of the foregoing requirement, and by way of specific example only, Client shall keep the Onsite Center free of debris, ice, snow;
5. Client shall provide utilities (including electricity, water, heat, plumbing, and air conditioning), janitorial service, and other services in conformance with the written specifications provided to Concentra by Client.
6. In the event any hazardous substance is discovered at any time in, under, or about the Onsite Center in violation of applicable law during the Term then, provided such hazardous substance was not introduced into the Onsite Center by Concentra, Client will, at Client's expense, remove and dispose of such hazardous substance in accordance with applicable law and shall indemnify and hold harmless Concentra from and against any action under any federal, state, or local environmental law for the same.
7. Failure of Client to meet any provision of this Exhibit D shall be considered a breach of the Agreement.

**EXHIBIT E**  
**INFORMATION SYSTEMS AND TECHNOLOGY**

1. Concentra will provide, install, configure, manage and support all equipment and clinical software systems used by Concentra employees, and will be responsible for appropriate training therewith. Concentra will be responsible for all licensing, maintenance, security, and support of any workstations, equipment, and service required for internet connectivity as follows:

- a. Connectivity: Applications require a full separate Concentra network and will be installed. Concentra will provide an Internet T1 or greater connection for the Concentra applications and hardware. Client is responsible for the extension of the DEMARC (carrier hands off the circuit to Concentra) into the Onsite Center. Client will provide a fully network communication wired facility, including Ethernet drop points located in the ceiling for wireless access points, if applicable. Client will provide a labeled patch panel within two (2) feet of the network rack location.
  - i. If Client desires to utilize its existing internet connection which is dedicated to the Onsite Center, then Concentra shall install a security/network appliance (the “**ARUBA RAP**”) to create a secure IP sec VPN tunnel connection connecting to the Concentra network through the Client internet in order to connect to the required software applications to perform the Services. Client assumes primary responsibility for network performance and operation that impacts the Concentra Services at the Onsite Center. Client assumes responsibility for any data breaches on its own network.
- b. Network/Electrical: The Onsite Center will include network and electrical ports above workspace counters in accordance with Concentra’s specifications. If ports are located below workspace counter, Client will provide corresponding holes to drop device cables.
  - ii. Network drops are to be clearly identified and labeled with port numbers correlating with the patch panel.
  - iii. Two (2) network ports per device and two electrical and network ports are to be no more than sixteen (16) inches apart and must be located greater than sixteen (16) inches from a water source (sink).
  - iv. Adequate number of electrical/network ports: Four (4) network ports per device and two (2) electrical outlets per workstation (1 workstation = 4 network ports and 2 electrical outlets).
- c. Space: Concentra will recommend the locations for all network ports based on hardware installation needs, determined either by site visit and/or clinic diagram(s).
  - i. Administrative workspaces must have adequate space to accommodate the following equipment: PC, monitor, keyboard, printer, scanner, and mouse, as well as space for the user to work. At a minimum, each administrative workspace shall be 28 inches (28”) high, two feet (2’) deep, and six feet (6’) long.
  - ii. Exam rooms must have available empty wall space at least 24 inches (24”) wide, floor to ceiling, containing network and electrical ports for wall-mounted workstations.
  - iii. It is recommended that the network and electric ports be no more than four feet (4’) away from any workstation space in order to use standard network cables and surge protectors as priced.
- d. Telecommunications: Client will provide all hardware and software for an Onsite Center phone system and IT support for the phone system. Further, Client will provide at a minimum the following items:
  - i. Separate phone and facsimile lines
  - ii. Dedicated phone line for credit card machine for payment collection
  - iii. Ability to transfer to any phone
  - iv. Internal lines – select Concentra employee
  - v. Voice Mail – select lines
- e. Disposition Upon Termination: Upon termination of this Agreement, Concentra will retain all Concentra owned equipment/hardware. However, Client and Concentra may agree that such Digital X-ray equipment (the “X-ray”) previously deployed to the Onsite Center is retained by the Client. The X-ray and the accompanying CR PC will remain



with the Client and Concentra will dispatch a third-party vendor to the Onsite to re-image the CR PC and reload associated medical data to the device before final turnover of the X-ray to the Client.

**OR**

1. Client will provide, install, configure, manage and support all equipment and clinical software systems used by Concentra employees, in sufficient quantities and locations as to accommodate the needs of Concentra employee, after consultation with Concentra, and will be responsible for appropriate training therewith. Client will be responsible for all licensing, maintenance, security and support of each workstation, equipment and service. Without limiting the foregoing, the parties shall provide as follows:

- b. Access: Client will provide Concentra employee internet connectivity through a Concentra workstation to access Concentra general corporate applications (including, but not limited to, timekeeping, email, and training). Client IT will whitelist <https://chsapps.concentra.com>, the gateway to Concentra's Citrix environment, and other URLs as identified by Concentra as needed.
- c. Equipment: Concentra will provide hardware for one workstation (one personal computer and printer) for access to Concentra general corporate applications.
- d. Telecommunications: Client will provide all hardware and software for the Onsite Center phone system and IT support for the phone system. Further, Client will provide at a minimum the following items:
  - i. Separate phone and facsimile lines
  - ii. Dedicated phone line for credit card machine for payment collection
  - iii. Ability to transfer to any phone
  - iv. Internal lines – select Concentra employee
  - v. Voice Mail – select lines
- e. Termination. Upon termination of this Agreement, Concentra will retain all Concentra-supplied IT equipment.

**EXHIBIT F**  
**SECURITY STANDARDS**

1. Best Practices.

- a. Client shall adhere to commercially reasonable best practice standards related to information security.
- b. Client shall secure access to Client offices.
- c. Client shall provide periodic and mandatory Information Security training and awareness to its permitted employees and permitted subcontractors (collectively "Personnel").
- d. Client shall limit access to information to the minimum necessary dataset required to accomplish the intended purpose or use.

2. Security Policy.

- a. Client shall develop and maintain a comprehensive Information Security Policy ("Policy"). Said Policy shall be reviewed whenever there is a material change in practices and not less than annually.
- b. Client shall have a designated employee or group of employees who shall maintain said Policy.
- c. Client shall monitor their Policy to ensure that the program described therein is operating in a manner reasonably calculated to prevent unauthorized access.

3. Access Control.

- a. Client shall ensure that passwords are terminated upon the removal of Personnel from provision of the Services for any reason.
- b. Client shall not permit access to Information via unsecured Wi-Fi IEEE802.11x wireless technology or any other unsecured wireless technology.
- c. Client shall appropriately secure Information or data to prevent any physical access by unauthorized users.
- d. Client shall control access to Information or data in a manner which prevents any access by unauthorized users.

4. Enterprise Vulnerability Management ("EVM").

- a. Client shall adhere to commercially reasonable best practice standards for patch management criticality ranking and patching time frame requirements for all IT systems, switches, routers, appliances, servers, and workstation PC's.
- b. Client shall ensure that trusted, commercially available anti-virus software is installed, enabled, and kept current on all Client servers and PC's used in accessing, processing, transmitting, or storing, Information.
- c. Client shall implement trusted, commercially available, up-to-date spyware protection on all Client PC's used for accessing, processing, transmitting, or storing Information.

5. Transmission Security.

- a. Client shall encrypt all data, records, and files containing Information that will be transmitted wirelessly across public networks.
- b. Client shall require all transmissions of PHI to be secure and encrypted, including but not limited to: e-mail, web-mail, Blackberry e-mail and other mobile device e-mail, FTP, chat and instant messaging, and web services.

6. Device and Media Control.

- a. Client shall properly dispose of any storage media containing PHI or Information, including those found in Multi-Function Devices, by purge ("Purge") or destroy ("Destroy") as those terms are defined in the National Institute of Standards and Technology ("NIST") Special Publication 800-88, per all standards therein. For purposes of

this section, the terms “Multi-Function Devices” means an office machine which incorporates the functionality of multiple devices in one. Examples include a combination of some or all of the following services: printing, scanning, photocopying, faxing, and/or emailing.

- b. Client shall implement encryption of any built-in or removable storage media in any Client controlled PC or other portable devices which may access, store, transmit, or process Information.