

**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 10th day of June, 2025, (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, and Amendment dated March 24, 2024 (collectively, the "**Agreement**"); and

WHEREAS, Concentra and Client desire to extend the term of the Agreement and amend the staffing model and hours of operation; 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. Term. The Agreement 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, 2026 ("Renewal Term"). Effective as of July 1, 2025, Exhibit B of the Agreement will be deleted in its entirety and replaced with the new Exhibit B, attached hereto and incorporated herein.
3. Staffing & Hours of Operation. The Agreement is further amended by deleting Exhibits A and B in their entireties and replacing them with the new Exhibits A and 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 The terms and provision of the Agreement, as expressly modified and superseded by this Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable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: _____

Title: President, Board of Trustees

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: cbomberger@dentonisd.org

2. Statement of Work

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

3. Staffing:

Concentra agrees to provide the following staff:

Clinician			
	FTE Count	Hours Per Week	Backfill
Physician(s) (MD/DO)	1.0	40	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
General & Support Staff			
	FTE Count	Hours Per Week	Backfill
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

*The staffing arrangement this Exhibit A may be adjusted by written agreement between the parties as necessary.

4. Hours of Operation:

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
N/A	N/A	8am-5pm	8am-5pm	8am-5pm	8am-6pm	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 \$_zero for HMO, \$10 for PPO/HD to employees, spouses and dependents. Charges for non-insurance participants will be \$30 for the Services provided.

8. Electronic Medical Record

- ☒ Concentra Electronic Medical Record

EXHIBIT B
PROGRAM FEES ("FEES")

Estimated Labor Fees (Staffing)	Hourly	Monthly	Annual
Physician - 1 FTE	\$215.74	\$37,394.13	\$448,730
Medical Assistant - 1 FTE	\$39.76	\$6,891.63	\$82,700
Medical Assistant - 1 FTE	\$37.87	\$6,563.50	\$78,762
Center Operations Director - 1 FTE	\$59.64	\$10,337.55	\$124,051
Advanced Practice Clinician (NP/PA) - 1 FTE	\$104.64	\$18,138.28	\$217,659
TOTAL LABOR FEES		\$79,325	\$951,901
Estimated Ongoing Fixed Fees		Monthly	Annual
Hardware Use Fee		\$612.50	\$7,350
Software Fee		\$2,887.50	\$34,650
Management Fee		\$15,930.25	\$191,163
TOTAL ONGOING FIXED FEES		\$19,430	\$233,163
Estimated Pass-Through Costs		Monthly	Annual
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
TOTAL PASS-THROUGH COSTS		As Incurred	As Incurred
TOTAL ESTIMATED YEAR 1 COSTS			\$1,185,064

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, 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