

**SECOND AMENDMENT TO
SERVICE AGREEMENT NO. 3525
Employer-Sponsored Wellness Clinic Agreement**

This Second Amendment to Service Agreement No. 3525 Employer-Sponsored Wellness Clinic Agreement (the "Amendment") is made and entered into as of the ____ day of _____, 2026 (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 City of Corpus Christi, a Texas home-rule municipal corporation ("Client").

RECITALS

WHEREAS, Concentra and Client previously entered into an agreement between the parties dated July 28, 2021, and Amendment dated April 30, 2024 (collectively, the "Agreement"); and

WHEREAS, Concentra and Client desire to extend the Term and amend the Scope of Work and Fees; 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 is amended by the parties mutually agreeing to modify the Agreement to a month to month basis, beginning August 1, 2026, extending no later than December 31, 2026, unless sooner terminated. This Agreement may be terminated by Concentra or Client upon 60 days written notice.
3. Scope of Work and Fees. The Agreement is hereby 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. Compensation and Payment. Pursuant to Section 3, the Agreement is amended by the parties mutually agreeing to remove the annual 5% escalator.
5. 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 The terms and provision of the Agreement, as expressly modified and superseded by this Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable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.
6. 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.

CLIENT:

By: _____

Name: _____

CONCENTRA:

By: _____

Name: Michael Rhine

Title: _____

Date: _____

Title: EVP & Chief Operating Officer, Onsite
Health & Telemed

Date: _____

Reviewed by:

Contracts Manager

Date

APPROVED AS TO LEGAL FORM:

Assistant City Attorney

Date

ATTACHMENT A SCOPE OF WORK ("SOW")

1. Location. Services provided at the following location:

Onsite Center address	City, State, Zip	Onsite Contact
1200 Leopard Street	Corpus Christi, Texas	Dezerae Carmona

2. Statement of Work.

Acute Episodic Care

- Common Illnesses
- Upper Respiratory Infections
- Headaches
- Sore throats
- Sprains/strains/lacerations
- Gastrointestinal complaints
- Rashes
- Urinary Tract Infection

Primary Care

- Chronic Disease Management
- Routine Annual Exams and Screenings
- Prescription Management
- Preventive Care
- Care Coordination
- Lifestyle Medicine
- Lab Draws
- Immunizations

3. Staffing:

Concentra agrees to provide the following staff:

Clinician				
	FTE Count	Hours Per Week	Backfill	
Physician Oversight (PO)	Provided		☐ Yes	☒ No
Advanced Practice Clinician (NP/PA)	1.0	40	☒ Yes	☐ No
Advanced Practice Clinician (NP/PA)	1.0	40	☒ Yes	☐ No
General & Support Staff				
	FTE Count	Hours Per Week	Backfill	
Medical Assistant (MA)	1.0	40	☒ Yes	☐ No
Medical Assistant (MA)	1.0	40	☒ Yes	☐ No
Front Office/Admin	1.0	40	☐ Yes	☒ No

4. Hours of Operation:

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
None	None	7am-5pm	7am-5pm	7am-5pm	7am-5pm	7am-5pm

*The hours of operation set forth in this Attachment 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	☐ Staffed	☒ Not Staffed
Martin Luther King Jr. Day	☐ Staffed	☒ Not Staffed
Memorial Day	☐ Staffed	☒ Not Staffed
Juneteenth	☐ Staffed	☒ Not Staffed
Independence Day	☐ Staffed	☒ Not Staffed
Labor Day	☐ Staffed	☒ Not Staffed
Thanksgiving Day	☐ Staffed	☒ Not Staffed
Day after Thanksgiving Day	☐ Staffed	☒ Not Staffed
Christmas Day	Staffed	☒ Not Staffed

6. Eligible Participants:

Employees
Dependents
Children (2-12 years old)
Retirees

7. Fees to Patients for Services at Onsite

Co-Pay: Concentra will collect in advance the co-pay/insurance of \$20 and lab fee of \$15 due for the services provided. The co-pays collected are passed through to the City.

Processing Fees: None

8. Electronic Medical Records

Concentra Electronic Medical Records

ATTACHMENT B

PROGRAM FEES ("FEES")

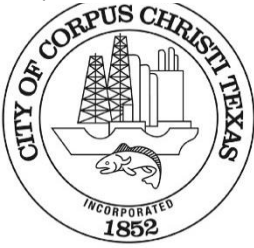
Estimated Labor Fees (Staffing)	Hourly	Monthly	Annual
Physician Oversight	n/a	\$8,194.95	\$98,339
Advanced Practice Clinician (NP/PA) - 1 FTE	\$112.09	\$19,429.03	\$233,148
Advanced Practice Clinician (NP/PA) - 1 FTE	\$90.95	\$15,764.20	\$189,170
Medical Assistant - 1 FTE	\$30.78	\$5,335.83	\$64,030
Medical Assistant - 1 FTE	\$29.26	\$5,070.88	\$60,851
Front Office Coordinator - 0.8 FTE	\$33.58	\$5,820.30	\$69,844
TOTAL LABOR FEES		\$59,615	\$715,382
Estimated Ongoing Fixed Fees		Monthly	Annual
Hardware Use Fee		\$492.49	\$5,910
Software Fee		\$1,969.94	\$23,639
Management Fee		\$9,911.26	\$118,935
Internet Network		\$1,021.91	\$12,263
TOTAL ONGOING FIXED FEES		\$13,396	\$160,747
Estimated Pass-Through Costs		Monthly	Annual
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			\$876,129

Monthly Cost: \$73,010.75

Cost : August 1, 2026 to December 31, 2026: \$365,053.75

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. 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) The fixed Monthly Fees shall be paid even if the clinic location is inaccessible due to temporary shutdowns and Client recognized holidays
 - (e) 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.)
 - (f) The monthly retainer for physician oversight shall include up to six (6) hours of the assigned physician's time per month
 - i. Required oversight may be telephonic, in-person, and/or case review via the EMR (as applicable)
 - ii. Any additional hours worked beyond this amount shall be billed on an hourly basis as incurred at a rate of \$250 per hour
3. 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.
- 4. 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
 - (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, as necessary.
 - (c) Any change in scope to the Agreement that require certifications to comply with CAOHC, BAT, UDS, DOT, etc.; any associated travel-related costs for this training will be passed through to Client as incurred

**SERVICE AGREEMENT NO. 3525****Employer-Sponsored Wellness Clinic**

THIS **Employer-Sponsored Wellness Clinic Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Concentra Health Services, Inc., d/b/a Concentra Medical Centers, for the benefit of and on behalf of its subsidiaries, affiliates, and managed professional associations and corporations ("Contractor" or "Concentra"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide management and operation of an employer-sponsored wellness clinic services in response to Request for Proposal No. 3525 ("RFP"), which RFP includes the required scope of work and all specifications and which RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Employer-Sponsored Wellness Clinic ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. **Term.**

(A) This Agreement is for three (3) years. The parties may mutually extend the term of this Agreement for up to two (2) additional one year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$4,598,999 , subject to approved extensions and changes. Payment will be made

for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Failure to pay an invoice when due shall constitute a material breach of this Agreement and Contractor reserves the right to terminate this Agreement pursuant to the remedies set forth in Section 14 (termination) if the issue has not been resolved within thirty (30) days of the invoice due date. Contractor reserves the right to suspend Services if the City fails to pay Contractor within the allotted time period. In the event that Contractor continues to provide Services while the City is in breach, the continuation of Services may not be considered a waiver of Contractor's right to invoke the remedies available under this Agreement and applicable laws. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period. The Fees provided on Attachment B shall automatically increase by five percent (5%), which shall include management fees (if applicable).

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Eyvon McHaney, Director of Human Resources
Department: Human Resources
Phone: 361-826-3979
Email: eyvonmc@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured.

The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
- 7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, the City may terminate the Agreement by providing no less than thirty (30) days' written notice to Contractor.
- 8. Warranty.**

(A) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

12. Subcontractors. In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.

13. Amendments. This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.

14. Termination. The termination provisions are as follows:

- A. Either party may terminate this Agreement without cause upon ninety (90) days' prior written notice to the other party. If the City terminates this Agreement under this provision, the City will pay Contractor any reasonable shutdown costs related to the departure of Contractor from the Onsite Location, removal of any property owned by Contractor (if applicable), and administrative costs incurred upon such termination event.
- B. The City may terminate this Agreement for Contractor's failure to perform the Services including failure to keep all insurance policies in force for the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter. 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.
- C. Upon expiration or termination of this Agreement, neither the City nor any third-party shall have access to, or use of, any Contractor personnel, electronic medical record system, reporting, or Contractor's network except as expressly approved by Contractor, with the applicable fee for such requirements paid, beyond such termination date.
- D. 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 3.

15. Obligations of the Parties.

- A. During any Term of this Agreement, Contractor shall provide the Services described in Attachment A.
- B. Onsite Center Set-Up/Premises. The City shall be responsible for complying with the onsite center set-up requirements set forth in Attachment D.

- C. Information Systems. The City shall comply with Contractor's technology components and Security requirements required to perform the Services as provided in Attachment E. Contractor will provide its standard software/hardware and systems support required to deliver the Services. Contractor may, at its discretion, upgrade and make changes to the software platform and hardware utilized at the Onsite Center. Costs associated with such upgrades and changes shall be the responsibility of Contractor unless otherwise mutually agreed to by the Parties.
- D. Marketing and Communications. Materials to support the utilization and engagement goals of the Onsite Center will be provided. Quantities of materials will be determined based on the number of onsite locations and eligible participants. Costs for customized materials requested will be charged on a time and materials basis. The parties mutually agree to: (i) protect the brand of both parties; (ii) perform marketing; and (iii) be jointly responsible for the promotion of the Services provided by Contractor.
- E. Reporting. Contractor agrees to provide the City quarterly reporting and an annual report providing a review of program goals to date and a strategic plan for the upcoming year. Any custom reporting that is beyond the scope outlined in this Section 15(D) will be as a separate hourly rate as provided on Attachment B.
- F. Eligibility Files. The City shall provide Contractor the initial eligibility file at least thirty (30) days prior to the Anticipated Open for Business Date. The City shall provide ongoing weekly updates, which shall include the participant eligibility file necessary to enable Contractor 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, Contractor will provide eligibility file standards to the City upon request. After execution of this Agreement, the City will cooperate with Contractor to identify specific data required to fulfill this Agreement. Contractor shall communicate the file specifications to the City, including the automated process for ongoing file transmission. The City acknowledges that Contractor cannot provide services and reporting without eligibility files from the City meeting the specifications as provided by Contractor.
- G. Claims Data. The City shall provide to Contractor, at a minimum, a summary of the medical and pharmacy claims data for the eligible and targeted participants enrolled in the City's health plan(s), for the previous twelve (12) months for the purpose of calculating the onsite clinic's return on investment (ROI). Contractor shall communicate the summary data required to use in the analysis. If the data is not provided to Contractor, the ROI will be calculated using industry assumptions and may not reflect the actual ROI experienced by the City, and any performance guarantees associated with a customized City ROI will not be applicable.

- H. Resources. The City shall provide in writing a single primary point of contact for implementation project management and ongoing account management.
- I. Onsite Equipment and Design/Build-Out Requirements. The City shall be responsible for providing equipment and ensuring the completion of the design/build-out requirements set forth on Attachment F.

16. **Temporary Onsite Center Shutdown.** The term "Temporary Shutdown" shall include: (i) a furlough (of any nature) imposed by the City; (ii) maintenance at the City's business location that prohibits reasonable access; (iii) an unforeseen conflict at the Onsite Center not caused by Contractor or its personnel prohibiting reasonable access; or (iv) any other closure of the Onsite Center or the City's business location for reasons outside of Contractor's control. The City shall compensate the Onsite Center personnel, pursuant to Attachment B, any amounts that would have been owed but for the closure of the Onsite Center for any Temporary Shutdown. Contractor is currently providing services at its Corpus Christi center. The parties agree that Contractor shall have no obligation to continue providing services at the Corpus Christi center, but may choose to do so in its sole discretion. The parties agree that Contractor shall provide the City with no less than sixty (60) days' written notice prior to discontinuing services at Contractor's Corpus Christi center. The parties shall mutually agree on the location of the Clinic and the fees related to the operation of the Clinic (lease, utilities, etc.). In the event of a future Temporary Shutdown, the Parties may agree to an offsite location, including reasonable fees for the use of that location.
17. **Holidays.** The City acknowledges that Contractor has hired the Onsite Center personnel set forth in Attachment A for the sole purpose of accommodating the City's individual and unique business needs. In recognition thereof, the City agrees to compensate the Onsite Center personnel, pursuant to Attachment B, for any amounts that would have been owed while the Onsite Center is closed for any City designated holiday which is not a Contractor recognized holiday.
18. **Non-Solicitation and Non-Recruitment.** The parties acknowledge and agree that the relationship between Contractor and its affiliate employees who work with the City in the performance of Services hereunder (each an "**Affiliated Employee**") constitutes a valuable asset of Contractor. During the Term of this Agreement and for a period of six (6) months thereafter, the City shall not directly or indirectly recruit solicit or hire, as an employee or as an independent contractor, any Affiliated Employee of Contractor who was employed in a full-time capacity at the Onsite Center, without the prior written consent of Contractor. For the duration of this Agreement and for six (6) months thereafter, if the City either directly or through others hires any current or former Contractor Affiliated Employee (employed or contracted by Contractor during the six (6) months preceding the date of hire by the City or such other party) to perform the same or a similar function, whether as an employee or independent contractor, the City shall pay an amount equal to the one half of 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 Contractor. 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 the City or some third party without the City or such other party having solicited such Affiliated Employee.

19. 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 19(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 §164.501, or individually identifiable health information as defined in 45 CFR Parts 160-164 and the federal security standards as contained in 45 CFR Part 164.
- 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 19(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 19(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 19(B) to the contrary notwithstanding, the provisions of this Section 19(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.
- D. The Parties acknowledge that City is a Texas governmental entity subject to the Texas Public Information Act (the "Act"). Should City receive a request for disclosure of Confidential Information pursuant to the Act, City will promptly provide Contractor notice of such request so that Contractor may avail itself of any opportunities to establish reasons why the Confidential Information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to the disclosure of Confidential Information under the Act resides with Contractor. Should Contractor be unable to establish a valid exception from disclosure or exclusion from the Act, then City may release the information, solely to the extent necessary to comply with the Act.
- E. This Section 19 shall survive the termination of this Agreement.

20. Medical Records.

- A. Custodian. Contractor shall serve as the custodian of medical records created at the Onsite Center(s) during the Term of this Agreement. Contractor, 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. The City acknowledges that Contractor 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 the City's written request:
 - i. Upon the termination of this Agreement for any reason, the City shall execute a custodial agreement with Contractor and any new third-party medical provider ("New Medical Provider"), as applicable, to ensure all parties' compliance with applicable laws, provided that the custodial agreement is in a form acceptable to the City Attorney and the New Medical Provider. Contractor shall provide the City with such custodial agreement for execution. The City shall be solely responsible for any reasonable expense related to the transfer of medical records, any retention required by law (including OSHA), any photocopies requested, or any records/data requested to be provided in an electronic format and/or

transferred to the City or New Medical Provider(s). The records shall be inclusive of all historical medical records related to the patient population of the Onsite Center(s).

- ii. The City 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 the City or New Medical Provider(s). If historical medical records were provided to Contractor by the City or any third-party, such historical records shall be provided to the City or New Medical Provider(s) in the same manner and condition as provided to Contractor at no charge. Upon payment by the City, the parties will make best efforts to deliver and/or transfer such records within two (2) weeks, or a mutually agreed upon date.
- B. Access. The City is not entitled to access any patient medical records except to the extent allowed by law. Contractor is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Contractor may only disclose protected health information as authorized by and to the extent allowed by law.
- C. This Section 20 shall survive the termination of this Agreement.

21. 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 Center, regardless of whether the Information Technology Resources are owned by the City 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 Center, regardless of whether the Information Technology Services are owned or operated by the City or a third-party.
- B. In the event that the City utilizes a third-party provider, including contractors or sub-contractors, to provide Information Technology Resources, the City shall ensure that such third-party providers agree to abide by the requirements of this Section 21.
- C. Upon reasonable advance written notice, Contractor 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. Contractor reserves the right to use appropriate tools and technology to monitor, encrypt, or scan as appropriate. Contractor shall be provided reasonable access to premises and technology resources to verify conformance to the terms of this Agreement. Contractor 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 Contractor's election. Contractor shall have the right to copy, at its own expense, any record related to the Services performed pursuant to this Agreement.

- 22. City Audit.** Upon the City providing thirty (30) days advance written notice to Contractor, the City may inspect the books, procedures, and records of Contractor (excluding financial data and Confidential Information) to monitor compliance with this Agreement. Any such audit shall be at the City's sole expense. The City shall pay all reasonable fees incurred by Contractor to complete the audit (including, but not limited to, reasonable copy charges, and Contractor 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.
- 23. Contractor's Personnel.**
- A. Contractor is solely responsible for the hiring, orientation, and performance management of all Contractor employees at the Onsite Center. The City may provide Contractor written feedback regarding a Contractor employee performance issue. Contractor will make all decisions regarding hiring and firing of appropriate personnel that complies with the requirements of Attachment A. City may not require Contractor to remove any Contractor personnel without cause.
- 24. Back-Fill Personnel.** If the City elects to have Contractor provide replacement personnel ("**Back-Fill**") at the Onsite Center, by selecting "Yes" in the checkboxes contained in Section 3 (Staffing) of Attachment A, whether due to scheduled or unscheduled absences of any Contractor 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 Contractor will make its best efforts to utilize the personnel already assigned to that Onsite Center to provide such Back-Fill coverage. However, if Contractor is unable to replace an absent employee with the already assigned Onsite Center personnel, then Contractor will attempt to obtain Back-Fill personnel to render the Onsite Center Services from an external staffing agency or by utilizing personnel from Contractor'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 Contractor provides Back-Fill personnel pursuant to the City's request, then the City 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 City on a monthly basis as a standard Service under this Agreement.
- 25. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

- 26. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 27. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Eyvon McHaney
Title: Director of Human Resources
1201 Leopard Street
Corpus Christi, Texas 78401

IF TO CONTRACTOR:

Concentra Health Services, Inc.
Attn: Mike Rhine
Chief Operating Officer, Onsites
5080 Spectrum Drive, Suite 1200W
Addison, Texas 75001

- 28. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH DIRECTLY ARISE OR ARE CLAIMED TO DIRECTLY ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND DIRECTLY ARISING OR RESULTING FROM ANY**

SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. NOTHING IN THIS INDEMNITY PROVISION SHALL REQUIRE CONTRACTOR TO INDEMNIFY THE CITY FROM AND AGAINST ANY LIABILITY, LOSS, CLAIM, DEMAND, SUIT, OR CAUSE OF ACTION ARISING OR RESULTING SOLELY FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CITY AND/OR ITS OFFICERS, EMPLOYEES AND AGENTS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

- 29. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.
- 30. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 31. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 32. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 33. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 34. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete

Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

- 35. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 36. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 37. 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 the same agreement.
- 38. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

DocuSigned by:
Signature: Michael D. Rhine
03C65E7A36BF425...
Printed Name: Michael Rhine
Title: SVP, Chief Operating Officer
Date: 7/28/2021

CITY OF CORPUS CHRISTI

DocuSigned by:
Josh Chronley
E7D548660B5B4EC
Josh Chronley
Assistant Director, Contracts and Procurement
Date: 7/28/2021

Res. 032431 Authorized By
Council 05-11-2021

DS
RH / AB

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Linnea Alcorn-Reed
9F048BE19AA04DB...
Assistant City Attorney
Date 7/28/2021

ATTEST:
DocuSigned by:
Rebecca Huerta
37A77B20D51947D...
Rebecca Huerta
City Secretary

Attached and Incorporated by Reference:

Attachment A: Scope of Work
Attachment B: Program Fees
Attachment C: Insurance
Attachment D: Onsite Center Set-Up/Premises
Attachment E: Information Systems and Technology
Attachment F: Onsite Equipment and Build-Out/Design Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 3525
Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A SCOPE OF WORK ("SOW")

1. Location. Services provided at the following location:

Onsite Center address	City, State, Zip	Onsite Contact
1200 Leopard Street	Corpus Christi, Texas	Ramon Henderson

2. Statement of Work.

Acute Episodic Care

- Common Illnesses
- Upper Respiratory Infections
- Headaches
- Sore throats
- Sprains/strains/lacerations
- Gastrointestinal complaints
- Rashes
- Urinary Tract Infection

Primary Care

- Chronic Disease Management
- Routine Annual Exams and Screenings
- Prescription Management
- Preventive Care
- Care Coordination
- Lifestyle Medicine
- Lab Draws
- Immunizations

3. Staffing:

Concentra agrees to provide the following staff:

Clinician			
	FTE Count	Hours Per Week	Backfill
Physician Oversight (PO)	Provided		☐ Yes ☒ No
Advanced Practice Clinician (NP/PA))	1.0	40	☒ Yes ☐ No
Advanced Practice Clinician (NP/PA)	1.0	40	☒ Yes ☐ No
General & Support Staff			
	FTE Count	Hours Per Week	Backfill
Medical Assistant (MA	1.0	40	☒ Yes ☐ No
Medical Assistant (MA	1.0	40	☒ Yes ☐ No

4. Hours of Operation:

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
None	None	8am-5pm	8am-5pm	8am-5pm	8am-5pm	8am-5pm

*The hours of operation set forth in this Attachment 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	☐ Staffed	☒ Not Staffed
Martin Luther King Jr. Day	☐ Staffed	☒ Not Staffed
Memorial Day	☐ Staffed	☒ Not Staffed
Independence Day	☐ Staffed	☒ Not Staffed
Labor Day	☐ Staffed	☒ Not Staffed
Thanksgiving Day	☐ Staffed	☒ Not Staffed
Day after Thanksgiving Day	☐ Staffed	☒ Not Staffed
Christmas Day	☐ Staffed	☒ Not Staffed

6. Eligible Participants:

Employees
 Dependents
 Children (2-12 years old)
 Retirees

7. Fees to Patients for Services at Onsite

Co-Pay: Concentra will collect in advance the co-pay/insurance of \$20 due for the Services provided. The co-pays collected are passed through to the City.

Processing Fees: None

8. Electronic Medical Records

Concentra Electronic Medical Records

ATTACHMENT B
PROGRAM FEES ("FEES")

Estimated Onsite Center Program Fees			
Labor Fees			
Position	Hourly Fee	Monthly Fee	Annual Fee
Physician Oversight (PO)	N/A	\$7,079.11	\$84,949
Advanced Practice Clinician (NP/PA) – 1.0 FTE	\$96.83	\$16,783.53	\$201,402
Advanced Practice Clinician (NP/PA) – 1.0 FTE	\$78.56	\$13,617.71	\$163,413
Medical Assistant (MA) – 1.0 FTE	\$26.59	\$4,609.29	\$55,311
Medical Assistant (MA) – 1.0 FTE	\$25.27	\$4,380.41	\$52,565
TOTAL LABOR FEES		\$46,470.05	\$557,641
Ongoing Fees			
Fee Category		Monthly Fee	Annual Fee
Clinical/Admin/Supplies		As incurred	As incurred
Technology Fee - Hardware		\$425.43	\$5,105
Technology Fee - Software		\$1,701.71	\$20,421
Internet Network		\$882.76	\$10,593
Management Fee		\$8,561.72	\$102,741
Management Fee – Facility Use Fee		\$1,200.00	\$14,400
TOTAL ONGOING FEES		\$12,771.62	\$153,259
ESTIMATED YEAR 1 FEES		\$59,241.67	\$710,900

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. Concentra will bill ongoing labor, technology, and management fees to the City as a flat monthly fee at 1/12 of the annual rate
 - (a) Concentra's standard payment terms are net thirty (30) days
 - (b) 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 in the table above (excluding the pass-through items) shall automatically increase five percent (5%).
 - (c) 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
 - (d) 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. The City will pay the difference in the hourly

rate of the employee providing the Back-fill service if applicable.
City will not pay both PTO for employee that is off and the full hourly rate of the Back-fill employee.

- (e) The fixed Monthly Fees shall be paid even if the clinic location is inaccessible due to temporary shutdowns and City recognized holidays
- (f) Does not include overtime, holiday pay, on call pay, or bonuses for Concentra employees, necessary for the operation of the Onsite Center and approved by the City in writing prior to invoice of the fees.
 - i. If incurred, will be billed at current standard applicable rates (Overtime billed at 1.5X the applicable rate above (for any hours that exceed 40 hours per week if incurred due solely to work at the Onsite Clinic and approved by the City); Holidays worked upon written request of City will be billed at 2.0X the applicable rate above, etc.)
- (g) The monthly retainer for physician oversight shall include up to six (6) hours of the assigned physician's time per week
 - i. Required oversight may be telephonic, in-person, and/or case review via the EMR (as applicable)
 - ii. Any additional hours approved or requested by the City in advance in writing shall be billed on an hourly basis as incurred at a rate of \$250 per hour
- (h) Management Fee – Facility Use Fee is applicable as long as the clinic is operating out of a Concentra location, rather than a City location. When the clinic moves back to a City owned location, as mutually agreed upon, then this fee will no longer apply.

3. 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 City 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.
- (e) One (1) standard data feed has been included in the above Fees for eligibility files. If City 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 City (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.
- 4. 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 City 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. All travel must be in accordance with the City's travel policy and must be approved in advance in writing. The City will not pay for travel related to standard continuing education.
 - (b) All consumable items reasonably necessary for day to day clinic operation, whether requested by City or deemed medically or operationally necessary by clinic staff, will be passed through to City 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, 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 City as incurred.

ATTACHMENT C

INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Director of Human Resources, one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **by endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
MEDICAL PROFESSIONAL LIABILITY including: Coverage provided shall cover all physicians, nurses, assistants, officers, directors, employees and agents 1. Medical Malpractice	\$1,000,000 per claim / \$2,000,000 aggregate (Defense costs not included in Policy limits) If claims made policy, retro date must be prior to inception of

2. Errors and Omissions	agreement; have extended reporting period provisions and identify any limitations regarding who is an Insured
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employer's Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Contractor or as requested by the City. Contractor shall pay any costs incurred resulting from said changes. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277

Corpus Christi, TX 78469-9277

- D. Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.

- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2021 Insurance Requirements

Ins. Req. Exhibit - Human Resources

Employer Sponsored Wellness Clinic Services Agreement

02/18/2021 Risk Management – Legal Dept.

ATTACHMENT D
ONSITE CENTER SET-UP/PREMISES

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

1. If a new Onsite Center, then City shall provide adequate and appropriate office and clinic space for medical services to be performed. If applicable, City shall provide written specifications for the Onsite Center, including, at a minimum, the Onsite Center size, location, and layout.
2. If City has an existing Onsite Center facility, then City 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. City shall be solely responsible for any required updates, upgrades, replacement systems, or medical equipment as may be necessary to perform the Services.
3. City 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. City must also ensure that the Onsite Center meets Concentra's written specifications;
4. City 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, City shall keep the Onsite Center free of debris, ice, snow;
5. City 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 City.
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, City will, at City'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 City to meet any provision of this Attachment D shall be considered a breach of the Agreement.

ATTACHMENT 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. City is responsible for the extension of the DEMARC (carrier hands off the circuit to Concentra) into the Onsite Center. City will provide a fully network communication wired facility, including Ethernet drop points located in the ceiling for wireless access points, if applicable. City will provide a labeled patch panel within two (2) feet of the network rack location.
 - i. If City 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 City internet in order to connect to the required software applications to perform the Services. City assumes primary responsibility for network performance and operation that impacts the Concentra Services at the Onsite Center. City 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, City 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: City will provide all hardware and software for an Onsite Center phone system and IT support for the phone system. Further, City will provide at a minimum the following items:
 - i. Four separate phone lines and one separate facsimile line.
 - 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, City and Concentra may agree that such Digital X-ray equipment (the "X-ray") previously deployed to the Onsite Center is retained by the City. The X-ray and the accompanying CR PC will remain with the City 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 City.

ATTACHMENT F
ONSITE EQUIPMENT AND BUILD-OUT /DESIGN REQUIREMENTS

TBD

When the Parties agree to the final content of this Attachment, it will be amended through the amendment process provided in the Agreement.