

AMENDED AND RESTATED AGREEMENT FOR SERVICES

This Amended and Restated Agreement For Services (“**Agreement**”) is made and entered into effective as of the ____ day of June, 2021 (the “**Effective Date**”) by and between **TEAM CLINIC MANAGEMENT PARTNERS, LLC**, an Oklahoma limited liability company (“**TEAM**”), and **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA, commonly known as the BROKEN ARROW PUBLIC SCHOOL DISTRICT** (the “**District**”). TEAM and the District are at times referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

R E C I T A L S :

- A. TEAM is an Oklahoma limited liability company engaged in the business of contracting for and managing the provision of remote medical visits and associated billing services.
- B. The District is a public school district located in Broken Arrow, Oklahoma consisting of one (1) high school, one (1) freshman academy, five (5) middle schools, sixteen (16) elementary schools and four (4) early childhood centers (the “**Schools**”).
- C. The District wishes to have the facilities and capability to obtain remote medical visits for the benefit of enrolled students and employees of the District at one or more of the District’s Schools at the District’s election and approval by TEAM. (“**Services**”).
- D. TEAM is willing to implement and manage the provision of such services at the Schools, at no cost to the District or the Schools, subject to the terms and conditions set forth below.
- E. The Parties previously entered into an Amended and Restated Agreement for Services with an Effective Date of June 29, 2020 (the “**Prior Agreement**”) and have been performing thereunder according to its terms. The Parties now wish to extend the terms of the Prior Agreement for another one-year term as set forth below.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Conditions to Provision of Services.** TEAM’s obligation to provide Services as described in Section 2 below is subject to the District’s and/or the Schools’ fulfillment of the following conditions.

1.1. **IT Infrastructure.** Each School where TEAM is to provide services will have information technology systems and internet systems (collectively the “**IT Infrastructure**”) sufficient to fully support, and properly interface with, the specialized computer and diagnostic equipment that TEAM uses to provide Services (“**TEAM Equipment**”). The District will be responsible for procuring, installing, and paying for, any upgrades, additions, or modifications to the IT Infrastructure necessary to fully support, and properly interface with, TEAM Equipment at each District school site where Services are offered. TEAM will not attempt to install TEAM Equipment or provide Services until the IT Infrastructure requirements have been satisfied.

1.2. **Office.** Each School where TEAM is to provide services will provide TEAM an enclosed, private office (preferably the School nurse’s office) to permit the installation and utilization of TEAM Equipment to conduct remote medical examinations in a private setting. The office must allow for

both visual and audio privacy.

1.3. Nurse/Health Aide. Each School where TEAM is to provide services will provide, at the District's election, a District employed registered nurse or qualified health aide, trained by TEAM, to facilitate the provision of Services and to operate TEAM Equipment.

1.4 Parental Consents. TEAM shall be solely responsible for procuring, with respect to any particular student under eighteen (18) years of age for whom Services are provided, and prior to the provision of medical services hereunder to the applicable student, a signed parental consent on digital form provided by TEAM authorizing Providers, as hereinafter defined, to provide those Services.

1.5 Business Associates Agreement. To the extent mandated by the Health Insurance Portability and Accountability Act ("HIPAA") or other applicable law, or at the request of the other Party, TEAM and the District shall enter into a customary form of Business Associates Agreement consistent with such laws.

2. Provision of Services.

2.1. Training. Upon satisfaction of the conditions set forth in Section 1 above, TEAM shall install the TEAM Equipment and train each School's nurse or other qualified health aide to use the TEAM Equipment. TEAM shall contract for the provision of virtual telemedicine examinations by licensed healthcare providers (the "Providers") using the TEAM Equipment.

2.2 Hours of Services. The Providers shall be available to consenting students or School personnel to perform such virtual examinations between the hours of 8:00 a.m. through 4:00 p.m., Monday through Friday, at the request of the School's nurse or other qualified health aide.

2.3 Initial File Creation and Initial Input of Health Information. TEAM shall be solely responsible for establishing the initial medical chart for any person obtaining Services and TEAM agrees not to provide Services to a student or employee of the District until TEAM completes the initial medical chart.

2.4 Attendance of Parent or Guardian of Student. TEAM agrees that the parent or guardian of a student is required to be present, either in person or via teleconference with Providers, during the entirety of the Services and agrees to immediately suspend the provision of Services for any student in the event of a loss of communication with the student's parent or guardian.

2.5 Translation Services. TEAM shall be responsible for providing any translation services necessary for the provision of Services under this Agreement. If TEAM is unable to provide the necessary translation services for a particular patient, no Services will be provided to that patient until such translation services are available.

3. Term. The initial term of this Agreement shall be for a period of one (1) year from the Effective Date (the "Initial Term"). Upon the expiration of the Initial Term, the Agreement shall extend automatically for consecutive additional one-year terms (each being an "Extended Term") unless terminated by either party by a written communication terminating this agreement delivered at least thirty (30) days in advance of the expiration of the existing term. During the Initial Term, a Party may terminate this Agreement only for a material breach thereof after written notice of such breach and a failure by the party receiving such notice to cure the alleged breach within ten school days. During any Extended Term,

a Party may terminate this Agreement for any reason upon thirty (30) days' advance written notice.

4. **Non-Disclosure.** As used in this Agreement, the term "**Confidential Information**" means any and all information (in whatever form, whether written, oral, electronic, or otherwise) of TEAM relating to TEAM or TEAM's business including, without limitation, the name and address of any Patient of TEAM, patient records, medical records, charts, files, books, records, methods of operation, business plans, strategies, strategic plans, software databases, existing or contemplated managed care, financial information, trade secrets, employee matters, and any other information relating to TEAM or TEAM's business that is privately accessible only through TEAM's website or mobile device applications, and (ii) the term "**Proprietary Information**" means any and all trademarks, trade names, Services marks, and copyrighted or patented materials (including, without limitation, TEAM's names and/or logos associated therewith) acquired by TEAM or used in the clinical practice or business of TEAM. District agrees: (i) that the Confidential Information and Proprietary Information are vital to the business and financial success of TEAM and that unauthorized disclosure or use of same would seriously and adversely affect the business of TEAM; (ii) that all Confidential Information and all Proprietary Information are and shall remain the sole property of TEAM; (iii) that all of the Confidential Information is confidential to, and trade secrets of, TEAM; (iv) to maintain the confidentiality of all Confidential Information and not to disclose, divulge, communicate, or otherwise use any Confidential Information or any Proprietary Information except solely as necessary for the performance of District's duties under and in accordance with the terms of this Agreement or as otherwise expressly consented to in writing by TEAM; and (v) that if a dispute or controversy arising from or relating to this Agreement is submitted for adjudication to any court or other third party, the preservation of the secrecy of Confidential Information or Proprietary Information may be jeopardized and, accordingly, all pleadings, documents, testimony, and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by TEAM, District, and their respective counsel and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy, except as may be limited by them in writing.

Notwithstanding the foregoing, this Agreement alone shall not be considered confidential, and nothing herein shall preclude the District from complying with any obligations arising from the Oklahoma Open Records Act, 51 O.S. §24A.1 *et seq.* (the "Act"). Provided, however, that in the event the District receives a request for any disclosure of information relating to TEAM or the Services pursuant to the Act, the District shall notify TEAM in writing of any such request in advance of responding to the request. Such written notice shall include the name of the person or entity making such request and the documents or information the District considers responsive to the request. TEAM agrees to notify the District in writing within five business days if it believes the request seeks documents containing Confidential Information or Proprietary Information, and any objection TEAM has to production of the requested documents. In the event that TEAM objects to the production by the District of any requested documents, TEAM agrees to indemnify the District for (a) the District's reasonable attorney's fees and costs incurred in defense of any action or proceeding seeking to require the District's production of the requested documents, as well as (b) the amount of any sanction, judgment, attorney's fees, and costs, that may be awarded to the requesting party by a court of competent jurisdiction.

5. **Mutual Representations and Warranties.**

5.1. **Legal Advice.** The Parties have received, or has had the opportunity to receive, independent legal advice from their own attorneys with respect to the advisability of entering into the Agreement.

5.2. **No Reliance.** No such Party (nor any agent, employee, representative or attorney of or for any such Party) has made or received any statement of representation to or from the other Party regarding any fact relied upon in entering into this Agreement, and each such Party does not rely upon any statement, representation or promise of the other Party (or of any agent, employee or representative or attorney of or for the other Party) in entering into, executing and delivering this Agreement, except as

expressly stated in this Agreement.

5.3. **Due Investigation.** Each Party has made such investigation of the facts pertaining to this Agreement and the transactions contemplated hereby and of all matters pertaining thereto, as they deem reasonable, prudent and necessary.

5.4. **Documents Read and Understood.** Each Party has carefully read this Agreement and fully understands the content, meaning and effect of the Agreement and all of the transactions contemplated thereby.

5.5. **Authority.** The Parties represent and warrant that they have the sole right and exclusive authority to execute this Agreement.

5.6. **Terms Are Contractual.** Each term of this Agreement is contractual and not merely a recital.

5.7. **No Coercion or Duress.** Each of the Parties has executed this Agreement freely, voluntarily, and without coercion or duress.

5.8. **No Inducements.** No party has offered, or received, any inducement, consideration or payment from the other party as a condition of entering into this Agreement.

6. **General Matters.** The Parties further understand, agree and stipulate as follows:

6.1. **Integrated Agreement/Successors-in-Interest.** The Parties agree that, with respect to the subject matter hereof, this Agreement embodies the entire understanding and contract between the Parties, and supersedes all prior understandings and contracts, verbal or written, including the Original Agreement, and/or any offers and acceptances of such offers (whether valid or not, verbal or written, binding and enforceable) made by any Party to the other; and further that there are not understandings, contracts, agreements, outstanding offers, restrictions, representations or warranties between the Parties relating to the subject matter hereof other than those set forth herein. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

6.2. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6.3. **Additional Documents.** All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement. The Parties further agree that they may be reached for purposes of this Agreement, at the following addresses:

TEAM:
Attn: Manager
3112 Cooke Way
OKC, OK 73179
Info@TEAMClinics.com

District:
c/o Derek Blackburn
701 S. Main Street
Broken Arrow, OK 74102
(918) 259-5700

6.4. **Choice of Law/Choice of Forum.** The terms of this Agreement shall be governed and construed under the laws of the State of Oklahoma. Any action to interpret or enforce the terms of this Agreement shall be brought in the District Court of Tulsa County, State of Oklahoma.

6.5. **Effectiveness.** This Agreement shall become effective immediately upon execution of the Agreement by all Parties.

6.6. **Counterparts; Electronic/Facsimile Signatures.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement. Signatures submitted electronically or by facsimile shall be deemed to have the same force and effect as original signatures.

DISTRICT:

**INDEPENDENT SCHOOL DISTRICT NO. 3 of
TULSA COUNTY, OKLAHOMA**

By: _____
Printed Name: Steve Allen
Title: President, Board of Education

Date: _____

TEAM:

TEAM CLINIC MANAGEMENT PARTNERS, LLC,
an Oklahoma limited liability company

By: **Trevor Nutt** Digitally signed by Trevor Nutt
DN: cn=Trevor Nutt, o=TEAM Clinics, LLC,
ou=TEAM Clinics,
email=trevornutt@teamclinics.com, c=US
Date: 2021.06.08 11:30:44 -05'00'
Printed Name: Trevor Nutt

ADDRESS: 3112 Cooke Way
Norman, OK 73179
PHONE: 405.546.4130
FAX: 405. _____
ATTN: Manager
E-Mail: Info@TEAMClinics.com
Date: 2021-06-08