

AMENDMENT NO. 5 TO THE MEDICAL SERVICES AGREEMENT

This Amendment No. 5 to the Medical Services Agreement (“**Amendment No. 5**”) is effective as of November 1, 2023 (“**Amendment No. 5 Effective Date**”), and is made by and between Premise Health Employer Solutions, LLC, a Delaware limited liability company, having its principal place of business at 5500 Maryland Way, Suite 120, Brentwood, TN 37027, as successor in interest to CareHere Management, PLLC (“**Premise Health**”) and Raytown Quality Schools, a Missouri school district, having its principal place of business at 6608 Raytown Rd., Raytown, MO 64133 (“**Client**”). Premise Health and Client are each individually a “**Party**” and are collectively the “**Parties**.” Capitalized terms used herein that are not otherwise defined have the meanings assigned to them in the Agreement, as defined below.

RECITALS

WHEREAS, CareHere Management, PLLC and Client entered into that certain Medical Services Agreement, effective May 11, 2015, as amended by that First Amendment, effective October 10, 2017, as amended by that Second Amendment, effective February 12, 2018, as amended by that Third Amendment, effective November 1, 2020, as amended by that Fourth Amendment, effective January 26, 2021 (collectively, the “**Agreement**”); and

WHEREAS, effective January 1, 2023, CareHere Management assigned all its rights and obligations under the Agreement to Premise Health; and

WHEREAS, the Parties desire to update the Agreement as provided for herein.

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

AGREEMENT

1. Effective January 1, 2023, all references to “CareHere Management, PLLC” in the Agreement shall be replaced with “Premise Health Employer Solutions, LLC” and all references to “CareHere” in the Agreement shall be replaced with “Premise Health”.

2. Exhibit E shall be removed, in its entirety, from the Agreement and reserved for future use.

3. Exhibit A-2, attached hereto, shall be added to and supplement Exhibit A of the Agreement.

4. Effect of Amendment. Except as specifically amended hereby, all of the terms of the Agreement shall remain in full force and effect. To the extent that there is any conflict or

inconsistency between this **Amendment No. 5** and the Agreement, this **Amendment No. 5** shall govern and control.

5. Authority. The Parties hereby represent and warrant that they have all necessary and required power and authority to enter into this **Amendment No. 5** and that the execution and delivery of this **Amendment No. 5** by the Parties has been duly authorized by all requisite corporate action. When executed and delivered, this **Amendment No. 5** shall be valid and binding upon the Parties.

6. Counterparts. This **Amendment No. 5** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed by signature or electronic mark and the executed pages may be delivered using PDF or other similar file types transmitted by electronic mail, cloud-based server, e-signature technology, or other similar electronic means and neither Party shall contest the validity of any properly delivered signature or mark.

IN WITNESS WHEREOF, the Parties have executed this **Amendment No. 5** by and through their respective representatives to be effective as of the **Amendment No. 5** Effective Date.

Raytown Quality Schools

Premise Health Employer Solutions, LLC

By: _____

By: _____

Name: CAROL A. CALCORA

Name: _____

Title: CHIEF HUMAN RESOURCES OFFICER

Title: _____

Date: 11/1/23

Date: _____

EXHIBIT A-2

STATEMENT OF WORK

This Statement of Work and the Schedules attached to this Statement of Work and incorporated herein by this reference (collectively, the “SOW”) are effective as of November 1, 2023 and attached to, made a part of, and governed by the Master Services Agreement, effective May 11, 2015, as amended, by and between Raytown Quality Schools (“Client”) and Premise Health. To the extent that there is any conflict between the terms of this SOW, any other SOW, and the Agreement, the Parties agree that the terms of this SOW will govern. All capitalized terms used in this SOW that are not otherwise defined herein will have the meanings assigned to them in the Agreement.

**ARTICLE I
LOCATIONS AND SERVICES OFFERED BY LOCATION**

Premise Health operates the Raytown Quality Care Clinic (a “Health Center”) at:

- 10301 E Route 350 Raytown, MO 64138

Premise Health provides the product and service:

Products & Services
Physical Therapy Schedule 1

**ARTICLE II
DAYS AND HOURS OF OPERATION**

Services are provided Monday through Friday excluding Client holidays. Hours of operation are set forth below, or as mutually agreed to by the Parties from time to time.

Core Services	Operating Schedule
Physical Therapy	Up to 10 hours/week Specific Hours TBD

**ARTICLE III
STAFFING MODEL**

The Health Center is staffed with Premise Health Personnel, as described in the table below and in the Budget, included as Exhibit B. Updates to the staffing table may occur from time to time and will be updated in the Budget. All clinical staff members are appropriately licensed or certified, as applicable, to perform the functions of the positions for which they were hired.

Location is staffed with Premise Health Personnel as detailed below.

Full Time Equivalent	
Physical Therapy	Up to .25 FTE Maximum

ARTICLE IV
ELIGIBILITY

The table below identifies the eligible Participants for each Service. “Participants” may include, Employees, Dependents, Retirees, as defined below.

Products & Services	Participants
Physical Therapy	Employees, Dependents

4.1. Employees of Client who participate in Client’s medical plans (“Employees”) and eligible dependents of Employees (“Dependents”), Pre-Medicare Retirees of Client (“Retirees”) who participate in Client’s medical plans.

Schedule 1 to Exhibit A
Physical Therapy Services

Physical Therapy is focused on the Participant with musculoskeletal and neurological dysfunctions.

1.1. Treatment Plan. Physical Therapists evaluate Participants to develop a plan of care that includes specified treatment goals and interventions with an expected level recovery. Physical Therapists perform interventions to change Participant’s condition and develop Participant discharge plan to transition Participants from skilled intervention to independent condition management.