

AGREEMENT FOR SERVICES

This Agreement for Services (the "Agreement") is made and entered into as of the 1st day of January, 2015 (the "Effective Date"), by and between Occupational Health Centers of Illinois, PC., d/b/a Concentra Medical Centers, as agent for and on behalf of itself, its subsidiaries, affiliates, and managed and professional associations and corporations ("Concentra") and Chicago Housing Authority ("Client").

RECITALS

WHEREAS, Concentra is in the business of providing certain healthcare services through its employees, and/or its designated affiliates as more fully defined above, including those services as described on **Schedule I** attached hereto (the "Services" or "Scope of Services") and general terms and conditions for each purchase order provided on **Schedule II**; and

WHEREAS, Client desires to engage Concentra, and Concentra desires to accept such engagement, to provide the Services, on the terms and conditions set forth in this Agreement;

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

AGREEMENT

1. **Compensation.**

(a) Client shall pay Concentra in accordance with the fee schedule set forth in **Schedule I** (here, the "Fees").

(b) If Client and/or Concentra determine(s) that a change to this Agreement's Scope of Services is required, then such change to the Scope of Services must be provided by written amendment and executed by both parties. The written amendment shall include any change in the Fees associated with any such change to the Scope of Services.

The compensation and pricing for all Services shall be in accordance with the Contractor's Best and Final Offer Fee Proposal, which is incorporated by reference within the Solicitation Documentation (defined below) as if fully and originally set forth herein. The CHA shall pay Concentra in the respective amounts not to exceed Seventeen Thousand Nine Hundred Ten and 00/100 Dollars (\$17,910.00) for the full and complete performance of Services during the initial two-year base term of the Agreement, and not to exceed Eight Thousand Nine Hundred Fifty Five and 00/100 Dollars (\$8,955.00) for the full and complete performance of Services in the first option of the Agreement if exercised by the Client, and not to exceed Nine Thousand Two Hundred Fifty Five and 00/100 Dollars (\$9,255.00) for the full and complete performance of Services in the second or third option terms of the Agreement if exercised by the Client, resulting in the total not to exceed compensation amount of Forty Five Thousand Three Hundred Seventy Five and 00/100 Dollars (\$45,375.00) under the Agreement for the initial base term plus all option terms combined. Concentra recognizes its affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the not to exceed compensation herein. The Contractor waives any and all claims of payment for Services that would result in payments in excess of this amount for performance of the Services.

2. Term and Termination.

2.1 The initial term of this Agreement shall be a period of two (2) years commencing on the Effective Date. Thereafter, this Agreement may be renewed for up to three (3) successive additional terms of one (1) year each, as agreed and executed by both parties by amendment to this Agreement for such renewal term. The foregoing shall not otherwise limit Client's right to exercise any option reserved pursuant to Concentra's bid submission and award made by Client, which are parts of the Solicitation Documentation (defined below).

2.2 Either party may terminate this agreement for convenience by providing the other party a thirty (30) day written notice of its intent to terminate.

3. Compliance with Laws. In the performance of its duties and obligations pursuant to this Agreement, Concentra shall comply with all laws, rules, and regulations applicable to Concentra in connection therewith, including all laws, regulations and certifications associated with Concentra's response to the Client's solicitation No. 14-01349, which are incorporated into the parties' agreement by reference. Concentra further shall ensure that all personnel performing Services hereunder are appropriately licensed to perform the Services.

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

This Section 4 shall survive the termination of this Agreement.

5. Confidentiality.

(a) The parties recognize and acknowledge that in the course of performing its duties and obligations under this Agreement such parties may have access to the other party's trade secrets and confidential or proprietary information (the "Information"). Information shall include, 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 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 any employee or agent of a party that has access to the Information of the other party will adhere to and be subject to the terms of this Section 5(a). Both parties shall maintain the confidentiality of medical records generated hereunder in accordance with applicable law and shall protect from disclosure any protected health information, as defined in 45 CFR §160.103.

(b) The parties agree that, in the event of a disclosure or threatened disclosure of such 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 Information and any or all copies thereof, whereupon the party disclosing, or threatening to disclose, such 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 actual damages, losses, and expenses of any nature, arising out of, resulting from or otherwise relating to such disclosure or threatened disclosure. Anything contained in this Section 5(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 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 5(b), a court may take into consideration, among other factors, each of the parties' interest in maintaining the confidentiality of such Information. Anything contained in this Section 5(b) to the contrary notwithstanding, the provisions of this Section 5(b) are not intended to cover information, which is in the public domain or becomes generally known.

This Section 5 shall survive the termination of this Agreement.

6. Reserved.

7. Medical Records.

(a) Concentra shall serve as the custodian of medical records created at the clinic during the term of this Agreement. Concentra, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the term of this Agreement. Concentra shall also abide by all applicable laws related to medical record retention. Client acknowledges that Concentra will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order, or business affidavit, as applicable).

(b) Access. Client understands and acknowledges that the Client is not entitled to access any patient medical records except to the extent minimally necessary to determine a workers compensation claim. Concentra is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Concentra may only disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

This Section 7 shall survive the termination of this Agreement.

8. Audit. Upon Client providing thirty (30) days advance written notice to Concentra, Client may inspect the books (excluding confidential or proprietary data), procedures, and records of Concentra to monitor compliance with this Agreement. Upon such request, such audit is at Client's sole expense.

9. Breach. If either party commits a material breach of its obligations under this Agreement, other than a breach of a payment obligation, the non-breaching party will provide thirty (30) days written notice describing the material breach to the breaching party. The breaching party will have thirty (30) days to cure such breach. If the breach is not cured within such period, then the party not in breach may terminate this Agreement upon thirty (30) days' prior, written notice to the other party.

10. Miscellaneous.

(a) Entire Agreement; Amendment. This Agreement is entered pursuant to and as the direct result of the competitive solicitation issued and awarded by Client (Solicitation No. 14-0), and therefore is subject to all requirements, laws, regulations, certifications and submissions relating to the Solicitation (collectively the "Solicitation Documentation"), and represents (together with the Purchase Order of the Client executed simultaneously herewith) the entire agreement and understanding of the parties

with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, and arrangements, written or oral, between the parties hereto regarding the subject matter hereof. The Solicitation Documentation and the Purchase Order are incorporated herein by reference. Only a written instrument executed by both parties may amend this Agreement.

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

If to Concentra: Concentra Medical Centers
5080 Spectrum Drive, Suite 1200 – West Tower
Addison, Texas 75001
Attn: Legal Contracts

Notices sent to the Client shall be mailed by certified mail, postage prepaid to:

Chief Executive Officer
Chicago Housing Authority
60 East Van Buren St.
Chicago, IL 60605-1207

Copy to: General Counsel
Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605-1207

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

(d) Force Majeure. Neither party shall be liable for failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act of God, fire, inevitable accident, war, or any cause outside the reasonable control of the party who had the duty to perform.

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

(f) Assignment; Binding Effect. Neither party may assign this Agreement to any other person or entity without the prior written consent of the other party; provided however that Client acknowledges that certain professional services to be rendered by Concentra may be rendered by a

professional association affiliated with Concentra. Notwithstanding anything contained herein to the contrary, either party may assign this Agreement, without consent, to the surviving entity in the event of a merger or sale of substantially all the assets. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors and assigns.

(g) Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

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

(i) Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the alleged breach thereof (excluding the failure of the parties to mutually execute an amendment to this Agreement), the parties hereto shall first use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, both parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of sixty (60) days, then, second, the parties agree to try in good faith to settle the dispute by mediation. The parties shall mutually agree upon a mediator and mediation location prior to the commencement of mediation between the parties.

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

(k) Authority. Execution of this Agreement by the Client is pursuant to the United States Housing Act of 1937, 42 U.S.C. §1437 et seq.; regulations promulgated by HUD, and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

(l) Publicity. Each party shall submit to the other in advance any advertising, written sales promotions, press releases and other publicity matters relating to this Agreement or in which the other party's name is mentioned and shall not publish or use such advertising, sales promotion, press releases, or publicity matters without prior written approval of the other party. However, either party may, without prior written approval of the other party, include the other party's name and a factual description of the work performed under

this Agreement in its lists of references and in the experience section of proposals to third parties, in internal business planning documents, in its annual report to shareholders, and whenever required for legal, accounting or regulatory purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**OCCUPATIONAL HEALTH CENTERS OF
ILLINOIS, PC, d/b/a CONCENTRA MEDICAL
CENTERS**

By: 

Name: John R. Anderson, D.O.

Title: CMO

Date: 2/16/15

CLIENT

CHICAGO HOUSING AUTHORITY

By: 
Dionna Brookens, Senior Director of Procurement
Department of Procurement and Contracts

APPROVED AS TO FORM AND LEGALITY
FOR CHICAGO HOUSING AUTHORITY
PURPOSES ONLY:

Chicago Housing Authority
Office of the General Counsel

By: 
Scott W. Ammarell
Chief Legal Officer