



Texas Service Agreement

This Service Agreement ("Agreement") is made and entered into on 06-01-2026 by and between:
On Duty Health, PLLC ("Company")
2028 E Ben White Blvd, Suite 240-4949
Austin, TX 78741
Phone: (512) 655-3578
Email: billing@onduty.health

McKinney Fire Department
2200 Taylor Burk
McKinney, TX 75071

1. Purpose

The Company agrees to provide the Customer with comprehensive health, fitness, and occupational medical services as described in the accompanying Estimate, subject to the terms of this Agreement and the Master Terms and Conditions (MTC).

2. Term

This Agreement shall commence on 06-01-2026 and shall remain in effect until 12-31-2030, unless terminated earlier in accordance with the terms of the Master Terms and Conditions.

3. Fees and Payment

The Customer shall pay the Company the fees outlined in the accompanying Estimate. Payment shall be due within thirty (30) days of receipt of invoice, as specified in Section 4 of the Master Terms and Conditions. Late payments are subject to a 2% monthly fee.

4. Incorporation of Estimate and Master Terms and Conditions

The parties acknowledge and agree that the Estimate (detailing services and pricing) and the Master Terms and Conditions (MTC) shall be provided as separate attachments to this Agreement. Both documents are hereby incorporated by reference and shall have the same legal effect as if fully set forth herein.

In the event of any conflict between the terms of this Agreement and those contained in the MTC or Estimate, the terms of this Agreement shall control.



5. Entire Agreement

This Agreement, together with the attached Estimate and MTC, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, representations, or agreements, whether written or oral.

6. Notices

All notices shall be provided in writing to the addresses listed above, unless otherwise specified in the Master Terms and Conditions.

7. Execution

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SIGNATURES

On Duty Health, PLLC	City of McKinney
By: Shari Todd, COO	By: Paul Grimes, City Manager
Signature:	Signature:
Date:	Date:



www.onduty.health

Attachments

The following attachments are provided with this Agreement via the same email:

- Attachment A: Estimate – Scope of Services & Pricing
- Attachment B: Master Terms and Conditions (MTC) – Texas - 5 Year

ESTIMATE

On Duty Health, PLLC
2028 E Ben White Blvd
Ste 240-4949
Austin, TX 78741-6966

billing@ondutyhealth.com
+1 (512) 655-3578
www.onduty.health



Bill to
McKinney, TX Fire Department

Ship to
McKinney, TX Fire Department

Estimate details

Estimate no.: 1376
Estimate date: 02/19/2026

#	Date	Product or service	Description	Qty	Rate	Amount
Quote for 2026						
1.		"Silver Package" Health & Fitness Assessment	<p>Enhanced Labs & Urinalysis</p> <ul style="list-style-type: none">• Urinalysis • Complete Blood Count • Complete Metabolic Panel • Lipid Panel with LDL/HDL Ratio • A1C • C-Reactive Protein • CA-125 Ovarian Cancer Screening (females) • Thyroid Stimulating Hormone • Prostate Specific Antigen (male patients 40 and over) • Fecal Occult Screening Kit (patients 40 and over) <p>Comprehensive Physical</p> <ul style="list-style-type: none">• Comprehensive Physical with Health History & Vitals• Advanced Vision Testing (Titmus V2)• Audiometry Testing • Skin Cancer Assessment • Behavioral Health Assessment (Questionnaires & Oral exam) • Sleep Disruption Questionnaire• Breast Cancer Screening and Mammogram Recommendation/Review (females) • Review of Results w/ Personalized Health Plan <p>Cardiopulmonary Screening & Fitness Assessment</p> <ul style="list-style-type: none">• Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill or bicycle stress test to maximal volition utilizing WFI protocol, Blood Pressure readings, and TRUE VO2 Max Testing • Pulmonary Function Testing (Spirometry) • Metabolic	252	\$734.00	\$184,968.00

Analysis w/ Body Composition (InBody) • Cardiology followup as indicated

Ultrasound Enhanced Cancer Screening

- Ultrasound imaging of the carotid arteries, aorta & aortic valves, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men) •

Radiology followup for abnormal findings, as indicated

- Chest X-ray Extracted from Pricing in favor of LDCT

- Infectious Disease Surveillance

- Virtual Health Education Seminars

- Low Dose CT Lung Screening for 50 members

- Coronary Calcium Scoring for 50 members

- CA 15-3 Cancer Antigen Testing for female members

- Testosterone (Free & Total) Levels Testing for Male Members

- Estrogen (Estradiol) Levels Testing for Female Members

Total

\$184,968.00

Note to customer

For CY 2026.

Accepted date

Accepted by

ESTIMATE

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Bill to
McKinney, TX Fire Department

Ship to
McKinney, TX Fire Department

Estimate details

Estimate no.: 1372
Estimate date: 01/01/2027
Expiration date: 12/31/2027

#	Date	Product or service	Description	Qty	Rate	Amount
For 2027 Physicals						
1.		"Silver Package" Health & Fitness Assessment	Enhanced Labs & Urinalysis • Urinalysis • Complete Blood Count • Complete Metabolic Panel • Lipid Panel with LDL/HDL Ratio • A1C • C-Reactive Protein • CA-125 Ovarian Cancer Screening (females) • Thyroid Stimulating Hormone • Prostate Specific Antigen (male patients 40 and over) • Fecal Occult Screening Kit (patients 40 and over) Comprehensive Physical • Comprehensive Physical with Health History & Vitals • Advanced Vision Testing (Titmus V2) • Audiometry Testing • Skin Cancer Assessment • Behavioral Health Assessment (Questionnaires & Oral exam) • Sleep Disruption Questionnaire • Breast Cancer Screening and Mammogram Recommendation/Review (females) • Review of Results w/ Personalized Health Plan Cardiopulmonary Screening & Fitness Assessment • Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill or bicycle stress test to maximal volition utilizing WFI protocol, Blood Pressure readings, and TRUE VO2 Max Testing • Pulmonary Function	252	\$821.00	\$206,892.00

Testing (Spirometry) • Metabolic Analysis w/ Body Composition (InBody) • Cardiology followup as indicated

Ultrasound Enhanced Cancer Screening

- Ultrasound imaging of the carotid arteries, aorta & aortic valves, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men) • Radiology followup for abnormal findings, as indicated

- Chest X-ray Extracted from Pricing in favor of LDCT
- Infectious Disease Surveillance
- Virtual Health Education Seminars

- Low Dose CT Lung Screening for 50 members
- Coronary Calcium Scoring for 50 members
- CA 15-3 Cancer Antigen Testing for female members
- Testosterone (Free & Total) Levels Testing for Male Members
- Estrogen (Estradiol) Levels Testing for Female Members
- Apolipoprotein B baseline testing
- Lipoprotein A baseline testing

Total

\$206,892.00

Note to customer

For CY 2027. All in.

Expiry
date

12/31/2027

Accepted date

Accepted by

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Bill to
McKinney, TX Fire Department

Ship to
McKinney, TX Fire Department

Estimate details

Estimate no.: 1378
Estimate date: 01/01/2028
Expiration date: 12/31/2028

#	Date	Product or service	Description	Qty	Rate	Amount
For 2028 Physicals						
1.		"Silver Package" Health & Fitness Assessment	Enhanced Labs & Urinalysis • Urinalysis • Complete Blood Count • Complete Metabolic Panel • Lipid Panel with LDL/HDL Ratio • A1C • C-Reactive Protein • CA-125 Ovarian Cancer Screening (females) • Thyroid Stimulating Hormone • Prostate Specific Antigen (male patients 40 and over) • Fecal Occult Screening Kit (patients 40 and over) Comprehensive Physical • Comprehensive Physical with Health History & Vitals • Advanced Vision Testing (Titmus V2) • Audiometry Testing • Skin Cancer Assessment • Behavioral Health Assessment (Questionnaires & Oral exam) • Sleep Disruption Questionnaire • Breast Cancer Screening and Mammogram Recommendation/Review (females) • Review of Results w/ Personalized Health Plan Cardiopulmonary Screening & Fitness Assessment • Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill or bicycle stress test to maximal volition utilizing WFI protocol, Blood Pressure readings, and TRUE VO2 Max Testing • Pulmonary Function	252	\$872.00	\$219,744.00

Testing (Spirometry) • Metabolic Analysis w/ Body Composition (InBody) • Cardiology followup as indicated

Ultrasound Enhanced Cancer Screening

- Ultrasound imaging of the carotid arteries, aorta & aortic valves, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men) • Radiology followup for abnormal findings, as indicated

- Chest X-ray Extracted from Pricing in favor of LDCT
- Infectious Disease Surveillance
- Virtual Health Education Seminars

- Low Dose CT Lung Screening for 50 members
- Coronary Calcium Scoring for 50 members
- CA 15-3 Cancer Antigen Testing (Breast Cancer) for female members
- Testosterone (Free & Total) Levels Testing for Male Members
- Estrogen (Estradiol) Levels Testing for Female Members

Total

\$219,744.00

Note to customer

For CY 2028. All in.

Expiry date

12/31/2028

Accepted date

Accepted by

ESTIMATE

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Bill to
McKinney, TX Fire Department

Ship to
McKinney, TX Fire Department

Estimate details

Estimate no.: 1381
Estimate date: 01/01/2029
Expiration date: 12/31/2029

#	Date	Product or service	Description	Qty	Rate	Amount
For 2029 Physicals						
1.		"Silver Package" Health & Fitness Assessment	Enhanced Labs & Urinalysis • Urinalysis • Complete Blood Count • Complete Metabolic Panel • Lipid Panel with LDL/HDL Ratio • A1C • C-Reactive Protein • CA-125 Ovarian Cancer Screening (females) • Thyroid Stimulating Hormone • Prostate Specific Antigen (male patients 40 and over) • Fecal Occult Screening Kit (patients 40 and over) Comprehensive Physical • Comprehensive Physical with Health History & Vitals • Advanced Vision Testing (Titmus V2) • Audiometry Testing • Skin Cancer Assessment • Behavioral Health Assessment (Questionnaires & Oral exam) • Sleep Disruption Questionnaire • Breast Cancer Screening and Mammogram Recommendation/Review (females) • Review of Results w/ Personalized Health Plan Cardiopulmonary Screening & Fitness Assessment • Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill or bicycle stress test to maximal volition utilizing WFI protocol, Blood Pressure readings, and TRUE VO2 Max Testing • Pulmonary Function	252	\$872.00	\$219,744.00

Testing (Spirometry) • Metabolic Analysis w/ Body Composition (InBody) • Cardiology followup as indicated

Ultrasound Enhanced Cancer Screening

- Ultrasound imaging of the carotid arteries, aorta & aortic valves, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men) • Radiology followup for abnormal findings, as indicated

- Chest X-ray Extracted from Pricing in favor of LDCT
- Infectious Disease Surveillance
- Virtual Health Education Seminars

- Low Dose CT Lung Screening for 50 members
- Coronary Calcium Scoring for 50 members
- CA 15-3 Cancer Antigen Testing (Breast Cancer) for female members
- Testosterone (Free & Total) Levels Testing for Male Members
- Estrogen (Estradiol) Levels Testing for Female Members

Total

\$219,744.00

Note to customer

For CY 2029. All in.

Expiry date

12/31/2029

Accepted date

Accepted by

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Bill to
McKinney, TX Fire Department

Ship to
McKinney, TX Fire Department

Estimate details

Estimate no.: 1382
Estimate date: 01/01/2030
Expiration date: 12/31/2030

#	Date	Product or service	Description	Qty	Rate	Amount
For 2030 Physicals						
1.		"Silver Package" Health & Fitness Assessment	Enhanced Labs & Urinalysis • Urinalysis • Complete Blood Count • Complete Metabolic Panel • Lipid Panel with LDL/HDL Ratio • A1C • C-Reactive Protein • CA-125 Ovarian Cancer Screening (females) • Thyroid Stimulating Hormone • Prostate Specific Antigen (male patients 40 and over) • Fecal Occult Screening Kit (patients 40 and over) Comprehensive Physical • Comprehensive Physical with Health History & Vitals • Advanced Vision Testing (Titmus V2) • Audiometry Testing • Skin Cancer Assessment • Behavioral Health Assessment (Questionnaires & Oral exam) • Sleep Disruption Questionnaire • Breast Cancer Screening and Mammogram Recommendation/Review (females) • Review of Results w/ Personalized Health Plan Cardiopulmonary Screening & Fitness Assessment • Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill or bicycle stress test to maximal volition utilizing WFI protocol, Blood Pressure readings, and TRUE VO2 Max Testing • Pulmonary Function	252	\$872.00	\$219,744.00

Testing (Spirometry) • Metabolic Analysis w/ Body Composition (InBody) • Cardiology followup as indicated

Ultrasound Enhanced Cancer Screening

- Ultrasound imaging of the carotid arteries, aorta & aortic valves, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men) • Radiology followup for abnormal findings, as indicated

- Chest X-ray Extracted from Pricing in favor of LDCT
- Infectious Disease Surveillance
- Virtual Health Education Seminars

- Low Dose CT Lung Screening for 50 members
- Coronary Calcium Scoring for 50 members
- CA 15-3 Cancer Antigen Testing (Breast Cancer) for female members
- Testosterone (Free & Total) Levels Testing for Male Members
- Estrogen (Estradiol) Levels Testing for Female Members

Total

\$219,744.00

Note to customer

For CY 2030. All in.

Expiry date

12/31/2030

Accepted date

Accepted by



MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (“MTC”) govern all use of the Services from On Duty Health (“Company”) by the “Customer”, as defined in the Proposal/Purchase Order (collectively the “Parties” and individually a “Party”).

1. Services. The Company shall provide the Customer’s employees with certain services (“Services”). Services consist of those listed in the “Estimate” or “Proposal.”
2. Fee. The Customer shall pay the Company the fee set forth in the Proposal/Purchase Order for each Fitness Assessment. The Customer shall remit payment to the Company for all Services within thirty (30) days of receipt of the invoice. A 2% late fee charge will be assessed after 30 days, and for each month thereafter that the payment is delayed. Each annual round of assessments will be billed at the completion of that round. The pricing is considered “locked,” unless the number of members to be seen decreases by 15%.
3. Termination of Contract. The Customer may terminate the Contract, in whole or in part, with or without cause, without penalty, with ninety (90) days written notice. After this point, the Customer may not terminate the Purchase Order and shall be responsible for the fees for all Services performed, as described in the Purchase Order. The ninety (90) day termination period will reset each year on the day immediately following the completion of that year’s assessments. The Company also reserves the right to cancel the Contract, with or without cause, without penalty, with ninety (90) days written notice.
4. Contract Period. This proposal and agreement constitute a three (3) year contract, with the option to extend for two (2), one (1) year terms, for a total of five (5) potential years. Pricing is considered locked for a three (3) year period, with a five percent (5%) increase planned for years four (4) and five (5), respectively. The period begins as of the signing of this Contract and runs through the completion of the 5th annual round of assessments.
5. Employee List & Schedule. At least six (6) weeks before the Company performs the Services each year, the Customer shall provide the Company with a list of all employees that will receive the Services (based off of the “Roster Template” provided by the Company). At least two (2) weeks before the Company performs the Services each year, the Customer shall provide the Company with a Schedule of which employees will be seen at what date and time (based off of the “Schedule Template” provided by the Company).
6. Modification and Cancellation of Proposal/Estimate. The Customer may cancel or modify the expected number of patients to be seen, in whole or in part, without penalty prior to **six (6) weeks out from the date set for receiving the Services** (Assessments Start Date). **After this point, the Customer may not modify or cancel the expected number of patients to be seen (numbers may be increased if needed, but not decreased), and shall be responsible for the fees for all Services described in the Proposal/Estimate.** If an employee is unable to attend due to sickness, injury, or other absence, they may reschedule a makeup appointment. This appointment must occur within two hundred (200) days of the initially scheduled "missed" appointment. The makeup appointment location will occur at another location, where the onsite team is located and has availability.
7. Credits. If Customer has an employee(s) who will miss the assessments due to sickness or other reasons, the Customer will hold a “credit” for that employee for 200 days, and may work with Company to schedule them for their assessments at another time and place.
8. Equipment. The Company agrees to provide all equipment and supplies necessary for the assessments, **EXCEPT for a treadmill**. The Customer agrees to provide a properly functioning treadmill

Customer
Initial

(with variable speed and variable incline) and adequate space for the assessments to be conducted.

9. Tardiness. All patients are encouraged to arrive for their appointed/assigned time slot at least 15 minutes prior to their start time, WITH all patient intake (online check-in) information filled out. Patients who arrive for their appointment later than 15 minutes after their start time will be turned away and urged to re-schedule (unless they were tardy due to a call....at On Duty Health, we respect the call). As is the case with any medical practice, it is important for us to keep our schedule running on time. If a patient is going to be tardy, please substitute another patient from later in the schedule if possible. If you need assistance with scheduling, please call our office at 512-655-3578.
10. Location Reciprocity. The Customer agrees to allow a small number of members from other departments, if any, to be seen on their premises. This allows for make-up physicals if a member missed at a nearby department, return to duty or new hire physicals. As such, other nearby departments will be granting such reciprocity to The Customer.
11. Limitation of Liability. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (UNLESS WITHOUT LIMITATION NEGLIGENCE), WARRANTY, GUARANTEE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER, EXCEPT AS PROHIBITED BY LAW, THE CUMULATIVE, AGGREGATE LIABILITY OF COMPANY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO THE CUSTOMER AND ANY OTHER THIRD PARTIES FOR ALL CLAIMS, LIABILITIES AND DAMAGES ARISING OUT OF OR RELATING TO THIS MTC, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, SHALL NOT EXCEED: THE FEES PAID BY THE CUSTOMER TO THE COMPANY FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE BREACH FOR WHICH THE DAMAGES ARE CLAIMED.

12. Notice. All notices hereunder must be in writing to the other Party. If to the Company, the notice shall be sent to:

Greg Batla, CEO
2028 E Ben White Blvd, STE 240-4949
Austin, TX 78741
greg@onduty.health

13. Amendments. No amendment to, modification of, or termination of this MTC will be effective unless it is in writing and signed by the Parties.
14. Force Majeure. The Company shall not be liable or responsible to the Customer, nor be deemed to have defaulted or breached this MTC, for any failure or delay in fulfilling or performing any term of this MTC when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.
15. Agreement. In signing the Proposal/Purchase Order above, you agree to the entirety of terms and conditions set forth in this Master Terms And Conditions agreement.

SIGNATURES:

City/Department/Organization:

On Duty Health:

Name (Printed) _____

Name (Printed) _____

Signature _____

Signature _____

Date _____

Date _____