

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF LAKE JACKSON AND BRAZORIA COUNTY FOR THE PROVISION OF
MEDICAL SERVICES**

This Interlocal Agreement is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"). It is by and between the City of Lake Jackson, ("City"), a municipal home-rule corporation and the Brazoria County, ("County") a political subdivision of the State of Texas. Both Parties are political subdivisions of the State of Texas.

WITNESSETH

WHEREAS, County, in accordance with the terms and provisions of the County Purchasing Act, entered into the attached Agreement ("Agreement"), attached hereto as ***Exhibit A*** and incorporated herein, with Concentra Health Services, Inc. ("Concentra") to provide Medical Services to County Employees and dependents; and

WHEREAS, City desires to provide the same services for its City Employees and dependents as such term is defined in the Agreement; and

WHEREAS, pursuant to the Act, City is authorized to contract with County to perform government functions and services; and

WHEREAS, the Parties find that the public interest is benefited by having a contract for these services; and

WHEREAS, the City Council of the City has authorized and approved this Agreement by action taken _____; and

WHEREAS, the Commissioners Court of the County has authorized and approved this Agreement by Court Order No. _____ dated _____;

NOW, THEREFORE, the County and the City agree as follows:

ARTICLE I

Concentra has agreed to furnish Medical Services to City Employees as such term is defined in the Agreement.

Such Medical Services will be provided at such times, at such locations and in accordance with the same standards Concentra is contractually obligated to provide County Employees and dependents under the Agreement.

Currently, County provides a facility for Concentra to provide Medical Services as provided for under the Agreement at 20799 County Road 171 Angleton, Texas 77515 (County Juvenile Probation Campus). Additional locations may be added if additional political subdivisions desire to participate in the Agreement.

County does not warrant and is not responsible to City for the quality of any services rendered by Concentra to either City or to City Employees and/or dependents.

City, acting through its Human Resources Department, will provide Concentra access to a list of eligible participants to use the Clinic. City will maintain the accuracy of the list at all times.

County, acting through its Human Resources Department, will provide Contractor access to a list of eligible participants to use the Clinic. County will maintain the accuracy of the list at all times.

Monthly Invoice: Concentra will submit to County an invoice for services under Section 4.B. of the Agreement. On or about the first day of each month, County and City will provide the other with the number of employees eligible to participate in the Clinic. County, from the monthly numbers it receives, will generate a monthly invoice that contains both the number of County Employees and the number of City Employees and the proportionate amount owed by County and City. This invoice will divulge to each party both the number of City and County Employees. It will also have a breakdown of the cost to be paid by County and the cost to be paid by City for their respective employees. City will pay County its portion of the invoice in accordance with Texas Government Code Chapter 2251. County will pay Concentra.

Concentra will also generate a monthly invoice detailing the actual costs of all medical supplies, office supplies, equipment and other items that may be required by Concentra to provide the Medical Services under ***Exhibit A***. County and City will share the cost of such equipment and supplies on a proportionate basis depending on the number of City Employees and County Employees each month. By way of example, if County has 1,000 employees for the applicable month and City has 500 employees listed on the same invoice County will be responsible for paying 66.67% of the cost of the equipment and supplies and City will be invoiced and be responsible for paying 33.33% of the cost of the equipment and supplies. City will pay County its portion of the invoice in accordance with Texas Government Code Chapter 2251. County will pay Concentra.

If either County or City requests Concentra to provide a service that is unique to either County or to City, Concentra will add the cost of the unique service to the monthly invoice and the requesting party will be solely responsible for payment thereof. City will pay County its portion of the invoice in accordance with Texas Government Code Chapter 2251. County will pay Concentra.

County shall be responsible to pay Concentra such amount invoiced no later than the 30th day following receipt of the Concentra invoice. City shall be responsible to pay County its invoiced amount no later than 30th day following receipt of invoice.

The County owns the facility located at 20799 County Road 171 Angleton, Texas 77515 (County Juvenile Probation Campus) for the use of both Parties covered individuals who desire to use Concentra services. If minor renovations to the facility need to be performed to meet the needs of the Parties, County will make the necessary renovations and will invoice City its proportionate share for the actual cost of these renovations. County will provide City a cost estimate for Renovations Project to exceed \$500, prior to beginning project. County will also, from time to time, perform minor maintenance (e.g. interior painting) on the facility. City will reimburse County its proportionate share for these minor maintenance items upon receipt of an invoice. All reimbursements made by City will be made in accordance with Texas Government Code Chapter 2251.

County and City, will proportionately share, utility, janitorial, bio-hazardous and other costs associated with the operation and maintenance of the County Building. County will invoice City for these expenses on a monthly basis and City reimburse County its monthly expenses in accordance with Texas Government Code Chapter 2251. If additional political subdivisions become Parties to the Agreement and begin to use the services provided by Concentra at the Brazoria County facility, all Parties will pay based upon proportionate share.

County shall be responsible to pay Concentra such amount invoiced no later than the 30th day following receipt of the Concentra invoice. Any monies owed County by City will be payable from current revenues and will be due and payable within thirty (30) days of the date of invoice sent by County to City.

County will be responsible for all Contract Monitoring of the Agreement. In addition, as between City and County, County will be primarily responsible for interaction with Concentra for purposes of administration of the Agreement. But, County will not have any responsibility to monitor whether City has provided Concentra access to the list of its eligible participants.

ARTICLE II

TERM AND TERMINATION

Term. The term of this Agreement shall continue for an initial term of one year commencing on April 1, 2025, subject to earlier termination in accordance with this Agreement. Unless County or City gives written notice of non-renewal to the other Party at least sixty (60) calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for additional one-year periods, up to a maximum of four (4) renewal periods.

Termination With or Without Cause. Following the initial year of this Agreement, this Agreement may be terminated by County or City at any time, with or without cause, by providing the other Party at least sixty (60) calendar days' prior written notice.

Effect of Failure to Appropriate Funding. This Agreement shall be terminated upon failure of City to appropriate sufficient funds to satisfy its obligations hereunder. City shall endeavor to give sixty (60) day notice to County should it appear appropriations are not forthcoming for any subsequent City budget year.

Effect of Expiration or Termination. Upon expiration or termination of this Agreement, City shall be obligated to pay its proportionate share of all outstanding invoices for the periods prior to such expiration or termination.

Automatic Termination. This Agreement will automatically terminate upon termination or expiration of the Agreement between County and Concentra. County will notify City of its intention to terminate the Agreement it has with Concentra at least sixty (60) days prior to the effective date of termination.

ARTICLE III MISCELLANEOUS

City and County agree to conduct a joint review of this Agreement at the end of the first twelve (12) months of operation in order to assess whether any operational issues have developed. In the event such issues surface, the Parties pledge to work together to mutually reconcile any such matters.

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modification must be in writing signed by all Parties hereto. This Agreement shall bind and be for the sole and exclusive benefit of the respective Parties and their legal successors.

County is not acting on behalf of City in any capacity. Nor is County acting in any capacity on behalf of Concentra. City is not acting on behalf of County in any capacity by virtue of either the Agreement or this Interlocal Agreement. Nor is City acting in any capacity on behalf of Concentra.

Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the attention of the individuals below, or to such other addresses as the Parties may designate from time-to-time hereafter. All notices and other communications shall be **(a)** mailed by certified or registered mail, return receipt requested, postage pre-paid, **(b)** personally delivered **(c)** sent by telecopy with a receipt confirmation **(d)** or sent by email as provided below.

BRAZORIA COUNTY:

Human Resources Director
237 E. Locust, Suite 203
Angleton, Texas 77515
Fax: (979) 864-1035
Email: HollyF@brazoriacountytx.gov

CITY OF LAKE JACKSON:

Human Resources Director
25 Oak Drive
Lake Jackson, Texas 77566
Fax: (979)-415-24801

Email: Jsanchez@lakejacksontx.gov

IN WITNESS WHEREOF, County and City have executed and delivered this Agreement as of the date first above written.

Brazoria County, Texas

By: _____
Name: L. M. "Matt" Sebesta, Jr.
Title: County Judge
237 E. Locust, Suite 301
Angleton, Texas 77515

City of Lake Jackson

By: _____
Name: Modesto Mundo
Title: City Manager
25 Oak Drive
Lake Jackson, Texas 77566

Approved as to Form:

Sherri Russell, City Attorney

EXHIBIT A



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7.

1/28/2025

Award RFP #24-58 On-Site Employee Medical and Wellness Clinic Provider

Pending final review by the Human Resource Department and the District Attorney's Office-Civil Division, per the recommendation of the evaluation committee and the County's contracted consultant, HUB International, award "RFP #24-58 On-Site Employee Medical and Wellness Clinic Provider" to the highest ranked vendor, Concentra Health Services, Inc., of Addison, Texas, who submitted the best evaluated and negotiated offer per our specifications and scope of work as per the attached.

In addition, the expenditure for the contract will utilize approved County funds from Fiscal Year 2025.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said contract on behalf of the County.

RFP #24-58 Award Summary

A total of four hundred and seventy-one (471) vendors were notified of our solicitation which was posted in the Bonfire electronic procurement portal, as well as posted in the Electronic Business Daily (ESBD) website and advertised in The Facts. There were sixty-six (66) document takers resulting in six (6) submissions.

Pending final review by the Human Resource Department and the District Attorney's Office-Civil Division, per the recommendation of the evaluation committee, in conjunction with the County's contracted consultant, HUB International, award "RFP #24-58 On-Site Employee Medical and Wellness Clinic Provider" to the highest ranked vendor, Concentra Health Services, Inc., (Occupational Health Centers of the Southwest, P.A.) of Addison Texas, who submitted the best evaluated offer per our specifications and scope of work as per the attached.

Evaluation Committee

Commissioner Ryan Cade, Commissioner Pct. 2
Commissioner David Linder, Commissioner Pct. 4
Holly Fox, Human Resources Director
Melissa Henken, Human Resources
Kaysie Stewart, County Auditor
Kristin Bulanek, County Tax Assessor
Lizeth Sitta, Chief Administrator, Pct. 3
Madison Polston, Sheriff's Office
Natasha Stulberg, Purchasing (non-voting member)

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 28th day of January 2025, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and Concentra Health Services, Inc.

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for **RFP# 24-58 On-Site Employee Medical and Wellness Clinic Provider** as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:


- Brazoria County **RFP# 24-58 On-Site Employee Medical and Wellness Clinic Provider**
- Vendor's submittal to the above listed RFP and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this 6th day of March 2025.

By: 
County Judge Signature

By: L.M. "Matt" Sebesta, Jr.
Printed Name
Concentra Health Services, Inc.

By: 
Signature of Vendor

Michael Rhine
By: EVP, Chief operating officer - onsite Health and Telemed
Printed Name and Title

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2025-1263032

Date Filed:
01/30/2025

Date Acknowledged:
1/31/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers
 Addison, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazoria County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP #24-58
 Occupational health services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Michael Rhine
 EVP, Chief Operating Officer - Onsite Health and Telemed, and my date of birth is 09/25/1977.

My address is 5080 Spectrum Drive, Suite 1200W, Addison, TX, 75001, USA.
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hillsborough County, State of NH, on the 30th day of January, 20 25.
 (month) (year)

Signed by:

Michael Rhine

440A4FD0002047C...

Signature of authorized agent of contracting business entity
 (Declarant)

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

Michael Rhine
I, EVP, COO - Onsite Health & Telemed (Person name), the undersigned representative of (Company or Business Name) Concentra Health Services, Inc. (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named above,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

1/30/2025

DATE

Signed by:

Michael Rhine

440A4E006D2047C
SIGNATURE OF COMPANY REPRESENTATIVE

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Concentra Health Services, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed. N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Concentra Health Services, Inc.

Signed by:
Michael Rhine
Signature of vendor doing business with the governmental entity
Michael Rhine, EVP, COO, Onsite Health & Telemed

1/31/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Graham Company, a Marsh & McLennan Agency, LLC company One Penn Square West Philadelphia PA 19102	CONTACT NAME: Concentra Unit PHONE (A/C, No, Ext): 215-567-6300 E-MAIL ADDRESS: Concentra_Unit@grahamco.com FAX (A/C, No): 215-405-2694
INSURED Concentra Health Services, Inc. 5080 Spectrum Drive, Suite 1200 West Addison, TX 75001	INSURER(S) AFFORDING COVERAGE INSURER A: Columbia Casualty Company INSURER B: Liberty Mutual Fire Ins. Co. INSURER C: Allied World Assurance Company, AG INSURER D: Convex Insurance UK Limited INSURER E: Employers Insurance of Wausau INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 69188987**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Lia <input checked="" type="checkbox"/> \$1M Claim/\$3M Ag GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HAZ 4032244581-9	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-631-510199-324	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 3,000,000	Y	Y	HMC 4032235752	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
E C D	Property Excess Liability TX Employers Indemnity			YAC-L9L-477341-015 C023701/010 CXEL10430	1/1/2025 1/1/2025 4/1/2024	1/1/2026 1/1/2026 4/1/2025	SEE BELOW \$10M Each Occurrence \$5M Per Employee \$10M AGGREGATE \$25M AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIMARY LIABILITY POLICY includes General Liability Coverage on an Occurrence Basis and Professional Liability Coverage on a Claims Made Basis.

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis. Both Coverages are excess of a \$3,000,000 Self-Insured Retention each Occurrence/Claim subject to a \$18,000,000 Aggregate.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-11; Effective 1/1/2025-1/1/2026 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

See Attached...

CERTIFICATE HOLDER**CANCELLATION**BRAZORIA COUNTY
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON TX 77515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Graham Company,		NAMED INSURED Concentra Health Services, Inc. 5080 Spectrum Drive, Suite 1200 West Addison, TX 75001	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244600-11; Effective 1/1/2025-1/1/2026 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-11; Effective 1/1/2025-1/1/2026 - \$100,000 Each Medical Incident/\$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244628-11; Effective 1/1/2025-1/1/2026 - \$800,000 Each Medical Incident/\$3,000,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-11; 1/1/2025-1/1/2026 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-11; 1/1/2025-1/1/2026 - \$1,000,000 Each Medical Incident/\$3,000,000 Aggregate Per Insured or Surgeon

PROPERTY COVERAGE: Risk of Physical Loss or Damage to Covered Property subject to policy terms and conditions.

CYBER LIABILITY - Arch Specialty Insurance Company - Policy #NPL2001106-00; Effective: 11/25/2024-11/25/2025 - Limit: \$10,000,000

EXCESS CYBER LIABILITY - Homeland Insurance Company of New York - Policy #720002431-0000; Effective: 11/25/2024-11/25/2025 - Limit: \$10,000,000 Excess of \$10,000,000

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional services performed for or on behalf of the above Named Insured.

WORKERS' COMPENSATION: N/A - Qualified Non-Subscriber.

RE: CHS IS BIDDING ON RFP #24-58 TO PROVIDE MEDICAL SERVICES TO THE EMPLOYEES OF THE NAMED CLIENT.

Services will be provided at Brazoria County's employee health and wellness clinic, located at 20799 County Road 171 in Angleton, Texas

Brazoria County is an additional insureds on the above General Liability, Auto Liability and Umbrella Liability Policies if required by written contract.

Prior to loss, and if required by written contract, Waiver of Subrogation is provided on General Liability, Auto Liability, Umbrella Liability and Workers Compensation Policies for work performed under contract if permissible by state law.

Should any of the above described policies be cancelled before the expiration date thereof, Graham Company, a Marsh & McLennan Agency, LLC company will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon Graham Company, a Marsh & McLennan Agency, LLC company, its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**WAIVER OF RIGHTS OF RECOVERY
APPLICABLE TO GENERAL LIABILITY COVERAGE FORM**

The changes set forth below are applicable only to the Commercial General Liability Coverage Form G-145566-A, G-145567-A).

The Healthcare Liability Policy Common Conditions (G-144102-A) are amended as set forth below:

Condition **XII., Transfer of Rights of Recovery** is amended by the addition of the following:

- Solely within the scope of this endorsement as indicated above, we waive any right of recovery we may have against any person or organization that you have agreed with, in writing, prior to the date of loss, to waive your right to recover against because of payments we make under the Commercial General Liability Coverage Form for injury or damage arising out of your ongoing operations. This endorsement applies only to:

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

CONVEX INSURANCE UK LIMITED

OCCUPATIONAL ACCIDENT AND LIMITED EMPLOYERS LIABILITY INSURANCE POLICY POLICY RENEWAL AMENDMENT

It is hereby agreed and understood that, in consideration of timely payment of the premium indicated below, the Policy issued to the Named Insured is hereby renewed in accordance with authorization granted under Contract No. B0831ACCOCC2023 to the undersigned by Convex Insurance UK Limited. The Declarations is amended to read as follows:

This amendment, effective on April 01, 2024 at 12:01 A.M. standard time, forms a part of:

Named Insured and Mailing Address:	Concentra Group Holdings, LLC 5080 Spectrum Drive, Suite 1200 West, Addison, TX 75001, USA
Policy Number:	CXEL10576
Effective Date:	April 01, 2024 (12:01 a.m. at the Named Insured's Address)
Expiration Date:	April 01, 2025 (12:01 a.m. at the Named Insured's Address)

BUSINESS TYPE:

Combined Benefit Period	156 weeks	
Policy Aggregate Limit	Max	25,000,000
Combined Single Limit	per covered employee	5,000,000
	per occurrence	10,000,000
Self-Insured Retention	per occurrence	50,000
Weekly Indemnity		
Maximum Weekly Indemnity	per occurrence	700
Benefit Amount	percentage of weekly wage up to Maximum Weekly Indemnity	80%
Elimination Period	per occurrence	7
Maximum Benefit Duration	per occurrence	156 weeks
Accidental Death, Dismemberment, and loss of Use Limit	per occurrence	250,000

FORMS AND ENDORSEMENTS MADE PART OF THE POLICY AT INCEPTION

CNVX2000-SIR, TXINFO, CNVX1002, CNVX1006, CNVX1010, CNVX1028, CNVX1029, CNVX1000-SIR
--

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS, WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

CONVEX INSURANCE UK LIMITED

52 Lime Street
London EC3M 7AF
United Kingdom

ENDORSEMENT

WAIVER OF SUBROGATION – RIGHT OF RECOVERY

This endorsement, effective at 12:01 a.m. on the date shown below, forms a part of:

Policy No.: **CXEL10576**

Issued To: **Concentra Group Holdings, LLC**

Endorsement Effective Date: **April 01, 2024**

The following is added to Paragraph G. of Section VIII. CLAIMS:

We waive the right of recovery we have against the person or organization shown in the Schedule below, because of payment we make under this Policy because of **bodily injury, occupational disease or cumulative trauma** arising out of your work done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule below.

For the purposes of this endorsement your work means:

1. Work or operations performed by you or your covered employees on your behalf; and
2. Materials, parts, or equipment furnished by you in connection with such work or operations.

Your work includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your work; and
2. The providing of or failure to provide warnings or instructions.

All other terms and conditions of the Policy remain the same.

SCHEDULE

Blanket Waiver- Any person or organization for which you have agreed by written contract to furnish this waiver.

In Witness Whereof, the Company has caused this endorsement to be signed by:



Daniel G. Boisvert

As Authorized Representative of Convex Insurance UK Limited
President, AccuRisk Solutions LLC

EXHIBIT A
SCOPE OF WORK ("SOW")

1. Location. Services provided at the following location:

Onsite Center address	City, State, Zip	Onsite Contact
20799 County Road 171	Angleton, Texas 77515	Holly Fox hollyf@brazoriacountytx.gov

2. Statement of Work

Please note that services listed are examples and may not reflect the full capabilities of the role; staff will perform clinical services as agreed upon by the client and governed by their licensure/certification and State Practice Act.

<input type="checkbox"/> Occupational Health – Provider-based <ul style="list-style-type: none"> • Work-related injury/illness treatment - provider • Medical Examinations <ul style="list-style-type: none"> ○ Dept. of Transportation exams ○ General Physicals (i.e., preplacement, return to work, fitness for duty) ○ Surveillance – (i.e., OSHA, NFPA) <input type="checkbox"/> Occupational Health – Medical Support (RN/MA) <ul style="list-style-type: none"> • Work-related injury/illness triage/assessment - RN • Clinical testing <ul style="list-style-type: none"> ○ Audiograms ○ Pulmonary function ○ Respirator fit ○ Vision/Titmus • Drug and alcohol testing/collections • Laboratory collections • Vaccine Administration/Injections • Assessments <ul style="list-style-type: none"> ○ Injury prevention training ○ Ergonomic assessments ○ Functional job analysis/functional testing 	<input checked="" type="checkbox"/> Acute Episodic (Urgent) Care <ul style="list-style-type: none"> • Upper respiratory infections • Headache • Sore throat • Non-work-related sprains/strains • Lacerations • Gastrointestinal issues/urinary tract infections • Skin irritation/rash <input checked="" type="checkbox"/> Primary Care <ul style="list-style-type: none"> • Chronic disease management • Preventive care • Lifestyle medicine • Routine gender/age-specific exams and screenings • Laboratory collections • Immunizations • Medication management • Care coordination
<input type="checkbox"/> Travel Medicine <ul style="list-style-type: none"> • Vaccination/medication administration in accordance with WHO and CDC recommendations • Physical examination services – country-specific 	<input type="checkbox"/> Pharmacy <ul style="list-style-type: none"> • Depending on state law, provide may prescribe or dispense
<input type="checkbox"/> Emergency Response Services – EMT-P <ul style="list-style-type: none"> • First aid treatment per standing orders • Work-related injury/illness assessment • Emergency patient transport facilitation • Clinical testing (as trained/certified) • Administrative clinic duties 	<input checked="" type="checkbox"/> Health Improvement/Wellness Services <ul style="list-style-type: none"> • Biometric screens • Health risk assessments • Health fairs • Health education (monthly)
<input type="checkbox"/> Physical Therapy <u>Injury Assessment & Rehabilitation:</u> <ul style="list-style-type: none"> • Electrical modalities • Therapeutic exercise • Flexible taping • Manual therapy/joint manipulation • Dry needling • Work conditioning <u>MSD First Aid Services:</u> <ul style="list-style-type: none"> • Early reporting MSD assessment/1st Aid <input type="checkbox"/> Physical Therapy (cont.)	<input type="checkbox"/> Athletic Trainer <u>Injury Assessment & Rehabilitation:</u> <ul style="list-style-type: none"> • Electrical modalities • Exercise/Massage • Flexible taping • Work conditioning <u>MSD First Aid Services:</u> <ul style="list-style-type: none"> • Early reporting MSD assessment/1st Aid <u>Non-MSD First Aid:</u> <ul style="list-style-type: none"> • Non-Musculoskeletal First Aid/Emergency mgmt <input type="checkbox"/> Athletic Trainer (cont.)

<u>Non-Injury Services</u> <ul style="list-style-type: none"> • Office & industrial ergonomic assessment • Functional job analyses • Wellness & preventive services • Return to work & fit-for-duty management • Injury prevention training • Preventative musculoskeletal screening • Post-offer, pre-placement functional testing • Preventive stretching and exercise programs 	<u>Non-Injury Services:</u> <ul style="list-style-type: none"> • Office & industrial ergonomic assessment • Functional job analyses • Wellness & preventive services • Return to work & fit-for-duty management • Injury prevention training • Preventative musculoskeletal screening • Post-offer, pre-placement functional testing • Preventive stretching and exercise programs
<input type="checkbox"/> Ancillary Services <ul style="list-style-type: none"> • Massage therapy • Chiropractic • Acupuncture • Behavioral health services 	

3. Staffing:

Concentra agrees to provide the following staff:

Clinician Staff			
	FTE Count	Hours Per Week	Backfill/Coverage
Physician Oversight (PO)	Provided		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Center Medical Director (CMD)			<input type="checkbox"/> Yes <input type="checkbox"/> No
Staff Physician(s) (MD/DO)			<input type="checkbox"/> Yes <input type="checkbox"/> No
Advanced Practice Clinician (NP/PA)	1.25	50	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Clinical Support, Therapy, and Operational Staff			
	FTE Count	Hours Per Week	Backfill/Coverage
Registered Nurse (RN)			<input type="checkbox"/> Yes <input type="checkbox"/> No
RN Case Manager/Care Coordinator			<input type="checkbox"/> Yes <input type="checkbox"/> No
Certified Occupational Health Nurse (COHN)			<input type="checkbox"/> Yes <input type="checkbox"/> No
Licensed Practical/Vocational Nurse (LPN/LVN)	2.0	80	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OR Medical Assistant (MA)			<input type="checkbox"/> Yes <input type="checkbox"/> No
X-ray/Ultrasound Technician			<input type="checkbox"/> Yes <input type="checkbox"/> No
Emergency Medical Technician (EMT-P)			<input type="checkbox"/> Yes <input type="checkbox"/> No
Physical Therapist (PT)			<input type="checkbox"/> Yes <input type="checkbox"/> No
Athletic Trainer (AT)			<input type="checkbox"/> Yes <input type="checkbox"/> No
Registered Dietitian (RD)			<input type="checkbox"/> Yes <input type="checkbox"/> No
Clinic Operations Director (COD)			<input type="checkbox"/> Yes <input type="checkbox"/> No
Health Coach (HC)			<input type="checkbox"/> Yes <input type="checkbox"/> No

4. Hours of Operation:

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
NA	NA	7am-5pm	7am-5pm	7am-5pm	7am-5pm	7am-5pm

*The hours of operation set forth in this Exhibit 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	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Memorial Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Independence Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Labor Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Thanksgiving Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Christmas Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed

Additional Holidays:

Martin Luther King, Jr. Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Presidents Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Texas Independence Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Good Friday	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Veterans Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
San Jacinto Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed

6. Eligible Participants (Check all that Apply):

☒ Employees
☒ Spouses
☒ Dependents - children
 ☒ Age 2 and older
 ☐ Age 5 and older
☒ Retirees
☐ Independent Contractors

7. Fees to Patients for Services at Onsite

☐ Co-Pay: Concentra will collect in advance the co-pay/insurance of \$_____ (if none, insert N/A) due for the Services provided.
☐ Clinic Visit Fee: Concentra will collect the client-determined clinic visit fee of \$_____ (if none, insert N/A) due for the Services provided.
☐ Processing Fees: All collected monies will be credited to the Client, less the \$8.00 per patient processing fees.

8. Electronic Medical Record/IS Platform

<input checked="" type="checkbox"/> Concentra Electronic Health Record (EHR)	<input type="checkbox"/> Client-Owned Electronic Medical Record
<input type="checkbox"/> None (Paper Records)	<input type="checkbox"/> AT/RN/EMT Clinic Platform

EXHIBIT B
PROGRAM FEES ("FEES")

Estimated Start-up Costs		One-time Fee	
Furniture, Fixtures, & Equipment (FF&E) (<i>pass through</i>)		As Incurred	
Network Installation (<i>pass through</i>)		\$7,200	
Data Feed Configuration		\$2,500	
Technology/Software Installation		\$23,900	
Implementation Fee		\$5,400	
Implementation Team Travel (<i>pass through</i>)		As Incurred	
TOTAL START-UP COSTS		\$39,000	
Estimated Labor Fees (Staffing)	Hourly	Monthly	Annual
Physician Oversight	n/a	\$4,550.00	\$54,600
Advanced Practice Clinician (NP/PA) - 1.25 FTE	\$109.60	\$23,746.91	\$284,963
License Vocational/Practical Nurse or Medical Assistant - 1 FTE	\$48.67	\$8,435.81	\$101,230
License Vocational/Practical Nurse or Medical Assistant - 1 FTE	\$52.64	\$9,123.46	\$109,482
TOTAL LABOR FEES		\$45,856	\$550,274
Estimated Ongoing Fixed Fees		Monthly	Annual
Hardware Use Fee		\$1,100.00	\$13,200
Software Fee		\$2,225.00	\$26,700
Management Fee		\$14,445.00	\$173,340
TOTAL ONGOING FIXED FEES		\$17,770	\$213,240
Estimated Pass-Through Costs		Monthly	Annual
Internet Network Connectivity		As Incurred	As Incurred
Medical Supplies		\$2,350.00	\$28,200.00
Laboratory		\$941.18	\$11,294.10
Phone/Office Supplies/Admin/Travel/Other		\$673.23	\$8,078.81
Prescription Dispensing		\$2,065.00	\$24,780.00
TOTAL PASS-THROUGH COSTS		\$6,029.41	\$72,353
TOTAL ESTIMATED YEAR 1 COSTS		\$874,867	

The monthly retainer for physician oversight shall include 15 hours of the assigned physician's time per month.

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. Start Up Fees

(a) The actual one-time Fee for supply and equipment will be dependent upon the facility size and configuration

i. Items purchased will be passed through as incurred

(b) Implementation Fee to be billed upon executed Letter of Intent or execution of this Agreement, whichever comes first

(c) Staffing will begin up to thirty (30) days prior to the Onsite Center opening and will be billed as incurred until Onsite Center opening day.

(d) Implementation is anticipated to be finalized within ninety (90) days of the implementation commencing. The parties agree that implementation is considered complete on the date the Onsite Center is open for business

(e) Please note the amounts applied for recruiting are estimated, actual cost may vary, and estimate does not include placement cost from a recruiting agency

- i. If deemed necessary, will be passed through to Client at cost
- 3. 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) 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 three percent (3%).
 - (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
 - (e) If the checkbox for Back-fill above is checked "No":
 - i. If Back-fill is provided anyway upon mutual agreement of the parties, then the hourly rate shown above shall be billed as incurred in addition to the Monthly Fee for that position
 - ii. Client shall be responsible for paying the fixed monthly fees while Concentra employees are out of the office on PTO, FMLA, or bereavement
 - (f) The fixed Monthly Fees shall be paid even if the clinic location is inaccessible due to temporary shutdowns and Client recognized holidays
 - (g) 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.)
 - (h) The monthly retainer for physician oversight shall include up to fifteen (15) 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
- 4. 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.
 - (d) One (1) data feed has been included in the above Fees for eligibility files. If Client 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 Client (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.
- 5. 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.
 - ii. 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

**EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS TO
THE BRAZORIA COUNTY RFP #24-58 FOR
EMPLOYEE MEDICAL CLINIC**

1) Instructions to Respondents, Section 12.0 Insurance Requirements, Waiver of Subrogation

Section 12.0: The Contractor requests to add the following:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents, **except on the Professional Medical Malpractice Liability policy.**

2) Instructions to Respondents, Section 12.0 Insurance Requirements, Additionally Insured

Section 12.0: The Contractor requests to add the following:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance **and the Professional Medical Malpractice Liability insurance.**

3) Standard Terms and Conditions, Section 19 Wages

Section 19: The Contractor requests to add the following:

Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all **Contractor** employees; and all such **Contractor** employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

4) Standard Terms and Conditions, Section 38.1 Quantities

Section 38.1: The Contractor requests to add the following:

Brazoria County reserves the right to **request to** add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum **which must be in writing and signed by both parties.** Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

5) Special Requirements, Price Increase

Price Increase: The Contractor requests to amend the following:

Price Increase: ~~Requests for price adjustments must be solely for the purpose of accommodating an increase in the vendor's cost. A request for a pricing increase will be reviewed by Purchasing Department using the Producer Price Index (PPI) and/or Consumer Price Index (CPI) and any other research available to determine~~

market conditions favorable to the increase. If market conditions dictate an increase to an awarded vendor's cost, the awarded vendor may submit a request to increase pricing no later than thirty (30) days after receiving notice of the County's intent to renew the contract. Requests will only be considered at the time of renewal with written approval from the County. Additionally, the vendor must de-escalate pricing on a previously escalated item, if the decrease is appropriate, due to market conditions.

The request must be in writing and substantiated with supporting documentation (i.e., increase in manufacturers direct cost, etc.). The request shall be addressed to the County Purchasing Director, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. The request may also be emailed to the Contract Specialist listed in the solicitation. The awarded vendor's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the requests for price adjustments as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the termination provisions of the contract. At the beginning of each twelve (12) month period of this Contract, following the effective date, the Fees for the prior twelve (12) month period shall be automatically increased by three percent (3%), excluding the pass-through items.

6) Special Requirements, Non-Solicitation and Non-Recruitment

Non-Solicitation and Non-Recruitment: The Contractor requests to add a new Section Non-Solicitation and Non-Recruitment as follows:

Non-Solicitation and Non-Recruitment. The parties acknowledge and agree that the relationship between Contractor and its affiliate employees who work with Brazoria County in the performance of Services hereunder (each an "Affiliated Employee") constitutes a valuable asset of Contractor. During the Term of this Contract and for a period of one (1) year thereafter, Brazoria County shall not directly any Affiliated Employee of Contractor involved in providing Services to Brazoria County, without the prior written consent of Contractor. Notwithstanding the foregoing, the Parties acknowledge and agree that this Contract 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 Brazoria County or some third party without Brazoria County or such other party having solicited such Affiliated Employee. This Section shall survive the termination of this Contract.

7) Special Requirements, Medical Records

Medical Records: The Contractor requests to add a new Section Medical Records as follows:

(a) Custodian. Contractor shall serve as the custodian of medical records created at the Onsite Center(s) during the Term of this Contract. 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 Contract. Brazoria County 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 Contract and Brazoria County's written request:

- i. Upon the termination of this Contract for any reason, Brazoria County 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. Contractor shall provide Brazoria County with such custodial agreement for execution. Upon mutual agreement between the parties, Brazoria County shall be solely responsible for any expense related to the transfer of medical records, including, but not limited to those arising from any retention of records required by law (including OSHA), any photocopies requested, any records/data requested to be provided in an electronic format and/or transferred to the Brazoria County or New Medical Provider(s), and such actual fees charged by electronic medical records vendors. The records shall be inclusive of all historical medical records related to the patient population of the Onsite Center(s).
- ii. The Brazoria County shall be invoiced for any production/conversion as a separate line item as a standard Service under this Contract, which must be paid in full prior to the release of the final set of data requested by Brazoria County or New Medical Provider(s). If historical medical records were provided to Contractor by Brazoria County or any third-party, such historical records shall be provided to Brazoria County or New Medical Provider(s) in the same manner and condition as provided to Contractor. Upon payment by Brazoria County, the parties will make best efforts to deliver and/or transfer such records within two (2) weeks, or a mutually agreed upon date.
- iii. If Contractor is replacing an existing third-party medical provided (a "Prior Medical Provider") as part of a transition of service at the Onsite Center, Contractor shall become the medical record custodian as of the open for business date of the Onsite Center and all parties must execute a custodial agreement thirty (30) days prior to the Onsite Center anticipated open for business date to ensure all parties' compliance with applicable laws. Brazoria County shall provide Contractor written notice of the intended format and delivery of all records created to Contractor sixty (60) days prior to the anticipated open for business date. Such delivery shall include any medical records, required data, software applications previously used, and required data conversions proposed. Any fees associated with such transfer of the above materials from the Prior Medical Provider shall be at the Brazoria County's sole expense.

(b) Access. Brazoria County 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.

This Section shall survive the termination of this Contract.

8) Insurance Requirements

Insurance Requirements: The Contractor requests to remove the following:

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.



REQUEST FOR PROPOSAL

Employee Clinic Services

Client Name: Brazoria County

Address: 111 E. Locust Street

Angleton, TX 77515

Nature of Business: SIC 9111 State/Local Government

Contract Effective Date: 2/1/2025

Question Due Date: Friday, October 11, 2024 - 4pm CST

Proposal Due Date: Friday, November 1, 2024 - 11am CST

Much effort has been made to provide all necessary and accurate information. It is the sole responsibility of the proposers

Please complete all questions enclosed in this Excel Workbook. An electronic Excel copy must be provided in your response, not a PDF version.

FIRM QUALIFICATIONS	RESPONSE
How long has Your company been in business?	45 years
How long has Your company developed onsite / employer specific medical centers?	31 years
Type of Corporation or Entity of Your firm? S Corp, C Corp, LLC etc.	Concentra is a large C corporation
Does Your company have any potential conflicts of interest in developing a Medical Center or Clinic for Client?	No
Where is the location of the management team overseeing the Clinic?	1002 ABC Avenue Freeport, TX 77541
Identify who the point person will be in working with HUB International/The Client.	Erica Gerber Concentra Onsite Health 469.990.7525 (C)
Are there any lawsuits currently pending against Your company or any of the Senior staff and/or owners of Your company within the last 5 years?	Concentra is subject to certain legal proceedings, inquiries, claims, and disputes that arise from time to time in the ordinary course of business. Such claims and legal proceedings include employment matters, contractual issues, workers' compensation, professional liability, and general liability matters. Concentra employs various risk transfer methodologies to cover its exposure to risk, including various self-insured programs and high deductible programs. Concentra establishes reserves for its liabilities under those programs based on actuarial analysis that includes the elements of severity, frequency, and jurisdiction, with input from Concentra's legal representatives responsible for the defense of such claims. Concentra believes that its insurance coverage and the reserves established for its claims are sufficient for its operations. Concentra does not believe these legal proceedings or actions, individually or in the aggregate, will have a material adverse effect on our financial position, results of operations, or liquidity.

<p>Please provide full information regarding any claim filed against Your company or affiliated persons and/or owners of Your company within the last 5 years.</p>	<p>Concentra is subject to certain legal proceedings, inquiries, claims, and disputes that arise from time to time in the ordinary course of business. Such claims and legal proceedings include employment matters, contractual issues, workers' compensation, professional liability, and general liability matters. Concentra employs various risk transfer methodologies to cover its exposure to risk, including various self-insured programs and high deductible programs. Concentra establishes reserves for its liabilities under those programs based on actuarial analysis that includes the elements of severity, frequency, and jurisdiction, with input from Concentra's legal representatives responsible for the defense of such claims. Concentra believes that its insurance coverage and the reserves established for its claims are sufficient for its operations. Concentra does not believe these legal proceedings or actions, individually or in the aggregate, will have a material adverse effect on our financial position, results of operations, or liquidity.</p>
<p>Disclose any active or planned mergers, sales, or acquisitions.</p>	<p>RFP team should have content on file for this answer.</p>
CLIENT / EMPLOYER PROFILE INFORMATION	RESPONSE
<p>Total number of Clients over 1000 employees.</p>	<p>80</p>
<p>Total number of Clients that have been Clients for 3 or more years over 1000 employees.</p>	<p>72</p>
<p>How many total public sector Clients do You provide service for over 1000 employees?</p>	<p>11</p>
<p>How many Clients have You helped or been involved with, that terminated their Clinic (or plans to terminate) their Clinic? List the Client and contact information.</p>	<p>Concentra has closed or transitioned 20 sites over the past 3 years for various reasons (client bankruptcy, site closure, consolidation of resources, etc...). Formal former client references can be provided upon request.</p>
CONTRACTUAL TERMS	RESPONSE

Client requires all suppliers use its' template Master Services Agreement (edits may be mutually agreed upon). Can You comply with this requirement? Please answer YES/NO. If "NO", please explain Your reasoning in detail.	Yes. Our Legal and Risk Departments reviewed the terms, conditions, and insurance requirements and made minor modifications to the language. We include these suggested revisions on the following pages. If Concentra is the successful bidder, we desire to engage in open dialogue with the County, review the proposed modifications, and ultimately create an agreement that not only outlines the schedule of services, but also protects the business interests of both the County and Concentra.
Client request Monthly invoicing bill pass through for all contractual fees and cost. Can You comply with this requirement? Please answer YES/NO. If "NO", please explain Your reasoning in detail.	Yes we can bill supply, equipment, labs, furniture at monthly pass through cost.
OTHER INFORMATION	RESPONSE

Any other information that the proposer believes will be helpful to the Client in evaluating the proposer's ability to provide the services described in this RFP.

Our demonstrated experience includes operating a successful onsite program that provides only primary care and well-being services for Louisville Metro Government participants. Our 10-year presence has allowed for a significant impact on the overall health and well-being of employees and dependents at this location. Observed successes include:

- 62 percent reduction in urgent care costs
- 47 percent reduction in primary care medical claims costs
- 12 percent reduction in specialist medical claims costs
- 30 percent reduction in emergency care costs
- Five percent reduction in total claims costs
- More than \$100 PMPM savings for onsite clinic users versus those LMG participants who do not use the onsite clinic

For client who have their ROI measured, ratios range from 1.15-2.59:1.00. The ROI is dependent on the scope of services, program tenure, and program utilization.

To further supplement our advanced primary care solution, we made a significant investment in Epic, the one of the health care industry's top ranked electronic health record (EHR) and practice management suite. With its instant connections to broad interoperability networks, our onsite care teams have access to a more complete picture of a patient's health and risk. Epic gives us an enterprise-wide view, along with enhanced primary care and population health reporting and additional dashboards.

Concentra's corporate strategy is based on our commitment to differentiate ourselves based on the quality of our people, the quality of health care resources we make available, and the value per dollar that we deliver. This strategy translates into distinct objectives designed to meet the needs of our onsite clinical customers. We provide:

ADMINISTRATION AND OPERATIONAL CAPABILITIES	YES or NO	COMMENTS
Can members schedule appointments online?	Yes	Participants would be able to request and make appointments in real-time through the patient portal, MyChart, associated with our electronic health record (EHR), Epic.
If yes, please include in comments how long Your company has utilized current online appointment scheduler?	Yes	Since January 2024
Can members schedule appointments thru a mobile app?	Yes	MyChart
If yes, please include in comments how long Your company has utilized current mobile device appointment scheduler?		Concentra implemented the Epic EMR system earlier this year which includes patient scheduling through MyChart.
Please provide your website and any needed access code to explore your services.	Yes	Concentra's web address is www.concentra.com . There are no access codes needed to explore this site.
Does Your company have an online registration process? Please describe the process, including how the communication is sent to patient.	Yes	MyChart allows the user to register for the onsite visit. Patient forms and consents can be completed and messages sent to the onsite provider.
Does Your company have the capability to track cancellations and send a list of patient names to the Client on a weekly basis? Please describe.		Yes
Will Your company website be tailored and customized to Client?	No	We could provide a link on the County's website to our website. We could also link to the portal, MyChart, which could be more impactful for the County's participants.
If Yes, can the website be linked to the Client's website?	Yes	We could provide a link on the County's website to our website. We could also link to the portal, MyChart, which could be more impactful for the County's participants.
Does Your company provide a call center for scheduling appointments and dealing with member issues and/or complaints? If so, please provide normal hours of operation.	No	Patients can call the onsite directly for scheduling. Concentra has a separate escalation process for member issues.
Are phone scheduling appointments done at the Clinic or at a different administrative office?	Yes	The scheduling of telephonic would occur at the onsite clinic.
How can the employee, retiree or dependent contact your company for member services after hours?	Yes	The network of care Concentra offers would include local urgent care providers (including Concentra medical centers within an acceptable distance), telemedicine services to diagnose and treat injuries after hours, and local community specialists. We would establish written protocols and communication procedures with the onsite clinic team to ensure there is immediate follow-up with an injured employee.

Do You offer a toll free Nurse Line/what would be the hours of operation?	Yes	Concentra offers a 24/7 nurse triage line option, staffed by expert nurses who help manage on-the-job injuries and illnesses and fulfill health and medication information needs. Nurses provide education and information to help employees determine the correct treatment setting and medical care for their health care concerns based on a thorough telephonic assessment of an employee's symptoms.
Does Your company offer online Physician Telemedicine services? If so, provide hours of availability.	Yes	<i>Concentra Telemed is an important aspect of our onsite suite of services and would help meet the needs of your employees through two different systems – each utilizing an easy-to-use video-based platform that can be accessed via a computer, tablet, or smartphone</i>
Does Your company provide ready to use templates for Client to customize and develop their own communication campaign?	Yes	Poor placements, customer complaints, and performance problems are handled similarly but may involve different Concentra stakeholders, depending on the issue. Generally, when a quality control issue or complaint is received, we collect all relevant information, communicate to the correct department/functional area, and document for review and resolution. Upon receipt, our leaders review the complaint and either resolve or request additional information within two business days. The relevant parties are notified of status or resolution. When identified, remedial action is taken to prevent future such issues or complaints and communicated as appropriate.
Does Your Nurse line or call center have multi-lingual capabilities? (Please describe if You are staffed with different languages and which languages or if You have contracted an interpreter service.)	Yes	All Concentra clinics have the availability to translation services that can be implemented. If a nurse line is implemented (separately billed service through an outsourced vendor), translation services can be made available.

<p>Do You have a system in place to act on complaints received from Patients? Will a redacted log of sorts be available to the Client to track these complaints and outcomes?</p>	<p>Yes</p>	<p>Generally, when a complaint is received, we collect all relevant information, communicate to the correct department/functional area, and document for review and resolution. Upon receipt, our leaders review the complaint (within 24 hours) and either resolve or request additional information within two business days. The relevant parties are notified of status or resolution. When identified, remedial action is taken to prevent future such issues or complaints and communicated as appropriate.</p> <p>Escalation Procedures</p> <p>Concentra has established escalation procedures to address both medical and service issues.</p> <p>Addressing a Medical Issue</p> <p>A medical issue involving the medical director or other center personnel is addressed as follows:</p> <ul style="list-style-type: none"> - The medical director will meet with the client representative and any other relevant party to investigate the issue - All issues or perceived issues are discussed with the clinician - For any performance and/or behavioral issues that are identified, the clinician is provided expectations for improvement along with an action plan - The medical director defines the terms of performance improvement and provides a written summary of the issues and the action plan to the clinician for signature - The medical director monitors on-going performance - The medical director provides follow-up with the client representative to ensure expectations are being met and the issues are resolved <p>Addressing a Service Issue: A general service-related performance issue is addressed as follows:</p>
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DELIVERY OF CARE	YES/NO	COMMENTS
Does Your company provide specific practice protocols to Your hired or contracted physicians?	Yes	Yes. Concentra has comprehensive medical processed, workflows, procedures, and practice guidelines that define our practice. Our clinical teams and medical expert panels continually update to ensure our practices reflect the most current guidelines.
Does Your company provide Clinical or management persons to audit and/or review each physicians', nurse or other license medical personnel, and administrative persons' care and/or operations provided onsite?	Yes	Concentra monitors clinical metrics on all clinicians through our Clinical Analytics department. We have dashboards, and clinical quality measures that are reviewed monthly. We have have several operational audits including a Center Assessment Tool (CAT) that ensures the clinic is compliant and efficient.
Do You manage the performance of Your hired or contracted physicians? What is the process?	Yes	At a minimum, Concentra measures performance annually; however, at the manager's discretion, performance may be evaluated more frequently. New hires will have a 30-day and a 90-day evaluation. The client can provide feedback on staff members any time a concern arises as well as during quarterly meetings. Performance assessment and goal setting programs for each Concentra team member, regardless of role, are enforced to: <ul style="list-style-type: none"> •Ensure our team members have regular conversations (annual assessment and mid-year progress update and discussion) with their managers to align their individual goals with Concentra's business goals and to assess their progress against these goals and objectives •Create a process to provide objective feedback regarding team member behavior in addition to organizational expectations •Establish development plans to build team member skills and leadership capabilities
Does Your company provide its own lab testing, or do you contact with a lab testing facility? If contracted, please list the name of the facility(ies).	Yes	Concentra contracts with a preferred vendor, Quest Labs.

Does Your company provide PSA testing upon patient request? If not, please explain the requirements for a PSA to be completed.	Yes	Men should have a chance to make informed decisions with the onsite clinician and/or their personal health care provider about being screened for prostate cancer. Risk factors should be evaluated with each person and testing recommended in accordance with the latest cancer and preventive health guidelines.
Does Your company provide annual well-woman and well-man physicals?	Yes	The onsite clinician would be able to provide annual gender-specific examinations.
What is the treatment age minimum of dependent children enrolled in the Health Plan?	Yes	Two years of age and older.
Does Your company provide a Health Risk Assessment (HRA)?	Yes	
What Health Risk Assessment do you use and how long have you used it? List all risk factors you identify identified by the HRA and please provide a sample.	Yes	Global Health. The online HRA contains short questions in succession designed to ascertain a member's willingness to consider and subsequently engage in behavior change—including stages of change, reluctance, and acknowledgment surrounding the following topics: general health (work/life balance, productivity, pain, dental hygiene, sunscreen/seatbelt use, and texting/accessing data while walking or driving), lifestyle, physical activity, nutrition, tobacco/alcohol/drug use, stress, sleep, and depression/anxiety.
Does Your company have the ability to conduct HRA questions electronically and by paper?	Yes	The HRA can be completed electronically, and results are immediately produced.
If yes, please comment a method and how frequently Your company provides verification of completed HRAs to the Client.	Yes	The frequency of reporting completion rates is dependent on how the County runs the opportunity to complete (open all year or for a 3 month timeframe (for example).

Describe how Your company would provide a system to assist HRA participants in completion of their questionnaires and the interpretation of their personal profile.	Yes	Concentra would create the appropriate instructions for participants to accurately complete and interpret the HRA results. Onsite staff would be available for questions, with the clinician performing consultation and results review to guide and support positive behavior change for ongoing health improvement. The provider report (that the participant can allow the clinician to view) outlines the risk levels of the various categories, allowing the prioritization of health improvement goals for each participant. The clinician would create communications of the resources that would be available to consult with participants for follow-up including individual appointments, group training sessions, on-line resources, and ongoing educational opportunities.
Describe the turn-around time for individuals to obtain their HRA results.	Yes	Upon completion of the online HRA, results are immediate.
Are there additional costs either administrative or other for using Your HRA?	Yes	
How would Your company identify high risk members?	Yes	Concentra tracks Healthcare Effectiveness Data and Information Set (HEDIS) measures with an emphasis on clinical quality measures. These measures help us assess and track, over time, the effectiveness of our primary care case management and preventive care initiatives. We have identified nineteen measures that are specific to onsite clinical services offered. With this tracking functionality, Concentra can develop additional effectiveness reporting.
Describe your methodology of tracking and intervening with high risk members on an ongoing basis.	Yes	Epic provides industry-standard care scores and risk scores that help clinicians and care managers determine which patients are at the highest risk or have the largest gaps in their care. Concentra also uses additional data sources to identify potential high-risk participants including biometric screening results, health risk assessment reports, claims data, physical examination information, diagnosed conditions in health clinic or via community provider, Concentra's medical record data, and self-reported data from the participant.

Do you stratify members by severity of risk for complication? Please elaborate.	Yes	The HRA introduces the concept of the “risk age” and “target age,” giving participants a goal of what they can do to improve their health and how they can get there using statistics of mortality risks for people in their age group with their health choices. It provides recommendations for health improvement. Epic provides pre-built, easily configurable registries for many chronic diseases, such as asthma, CHF, diabetes, and hypertension. Epic also provides an ACO registry and wellness registries that group patients by age, sex, and contact. Registries compile data from multiple sources to drive real-time operational reporting as well as workflows. Reports can query the populations of patients identified from registries—a physician can run a report to identify their high-risk patients, patients with specific care gaps, or patients who have recently been hospitalized, for example.
Will Your company provide a secure portal for members to access Personal Electronic Health records?	Yes	Participants would be able to communicate with the care team using a variety of methods including the secure patient portal MyChart, in-person, via phone, and electronically. Using MyChart, participants would benefit from the convenience of anytime, anywhere, secure online access to the care team and their individual personal health records.
Is Your company's health portal the same portal for HRA completion, health records (including labs) and appointment scheduling? If not, please describe the various sites/portals.	Yes	N/A
Will Patient Medical Records be retained by the Client Clinic should this contract be terminated at a future date?	Yes	The contract would outline record retention language, outlining the method by which patient information shall be retained.
Describe your ability to communicate with an employee, retiree and dependent population that is geographically dispersed (provide examples).	Yes	Concentra can communicate with the eligible population across a large geographic area through a combination of at-home mailers, virtually through MyChart (the County’s patient portal), and the staff can travel to County departments to inform employees of services, perform limited services, and /or train staff in relevant health topics (being mindful that being in the onsite clinic treating patients is priority).

Does Your company identify high-risk members for targeted DM or Wellness Intervention?	Yes	Through our electronic health record, Epic, capabilities include real-time clinical decision support functions and functionality that automatically assigns patients to care plans for preventive care and disease management. These tools work behind the scenes, with the goal of automating simple decision-making and queueing up more complex decisions as part of the clinician's natural workflow. This can be populated into various performance dashboards to aid in ongoing participant coaching and training.
When a disease has been identified, is there a standard procedure utilized to elevate the care provided to the member within the health plan?	Yes	It is imperative that the onsite clinician understand the medical programming available to members, including specialized services such as diabetes/hypertension home monitoring, nutrition/weight programs, etc.
Do You provide a specialized treatment plan for managing Diabetics? Explain the program.	Yes	Concentra would implement the standard screening programs (glucose, A1C monitoring) as well as evaluate other risk factors that place the patient at risk. We then would close care gaps (vision testing, podiatry visits, cardiac profiles) and evaluate for inclusion in nutritional/weight management programming. We would also work with the County's vendor if GLP-1 services are available (evaluating and adhering to the strict inclusion criteria for participants as required.
Do You contract with any Wellness or Health Management Vendors to facilitate Wellness or DM? Please provide name of company and a description of the services that either You outsource to them or they perform for Your company and/or Your Clients.	Yes	Our onsites clinicians will work with the County's DM and Wellness vendors for services. We are currently implementing care coordination teams, virtual behavioral health, and evaluating wellness programming vendors to further augment our services. We expect programming to be available in 2025.

Is there an outline of the structured DM programs that You manage and/or have processes for?	Yes	When necessary, we initiate treatment and provide ongoing management when a disease process escalates, such as asthma, diabetes, dyslipidemia, hypertension, and uncomplicated depression. We make referrals to specialists, as appropriate. In addition, our clinicians encourage employees to engage in all available employer-sponsored programs that may benefit the employee. Our clinicians continue to follow up with employees to ensure compliance and consistency, and to reduce or eliminate gaps in care. We also provide ongoing biological monitoring for health conditions such as A1C monitoring, blood pressure checks, blood work for cholesterol/lipid profiles, and more.
Does Your Clinic review and confirm individual member compliance with recommended DM programs?	Yes	This would be documented and tracked in Epic.
Does Your Clinic guarantee that contracted providers will not refer Client employees to their private offices to obtain additional compensation for the company's employees?	Yes	If occupational health services are not in scope at the onsite clinic, we would determine those community providers that the County desires to use.
Discuss the frequency and type of communications that eligible person receive throughout the program period.	Yes	<p>Concentra would work with the County to learn about leveraging other communication channels available at your location, such as electronic messaging, materials on the patient portal, leveraging current County communication channels, flyers/poster to push health messaging and further promote the value and services of the onsite clinic and to demonstrate our united efforts on behalf of the health and wellness of your participants.</p> <p>Concentra Onsite Health offers an array of informational materials to help participants become familiar with available services and to learn how engagement with the onsite can contribute to their overall health and wellness. Familiarizing participants with the features and benefits of the onsite program is critical. Our objective is to do so in a way that is enjoyable and prompts participants to take an active role in health-seeking activities.</p>

Do You and Your centers provide messaging for employees after hours when the center is closed?	Yes	Participants would have access MyChart anytime. We would create instructions for after-hours care instructions for participants as part of the implementation.
Is there a standard process for engaging an individual with an identified potential risk factor?	Yes	Concentra's clinical philosophy stems from our conviction that changing unhealthy behaviors is foundational to successful medical care, disease prevention, and health promotion. Realizing that changing unhealthy behaviors leads to life-long well-being, our care model focuses on supporting patients through an integrated approach that combines evidence-based primary and acute care practices with lifestyle management strategies to identify, prevent, treat, and manage risk factors and chronic diseases. We also emphasize increased patient / provider interaction, along with relationship building between the provider, the patient, and the patient's support and care teams, to generate optimal treatment outcomes, better overall health, and increased cost efficiencies.
Describe any and all outreach suggestions that You have previously managed to obtain better participation from people who have not participated.	Yes	Concentra typically tracks employee wellness participation through our implemented onsite technology platform, as each appointment with an onsite wellness coordinator is entered in the system. Additionally, the wellness coordinator keeps an attendance report for each onsite wellness event coordinated for an employer and can provide those upon request to help gauge employee participation. Concentra provides participation reports via the employer portal. Reports show only a listing of population data and participation reports (employees have completed their HRA or biometric screening); they do not identify member-specific data or health metrics.
How many average patients should be expected to be treated in an hour per medical provider?		2.2 patients per provider per hour

Will you utilize existing resources currently at Client location for clinic?	Yes	During implementation Concentra will perform a walkthrough to determine what equipment/supplies/furniture, etc.. would be available to the successful vendor. If determined that any additional equipment or supply is needed to meet the scope of services, we would discuss with the County as to how these would be procured (Concentra procures and bills as a pass-through cost or the County procures).
What is Your company's policy regarding walk-in appointments for sick/urgent care needs?	Yes	Employees who come to the onsite clinic with an issue requiring immediate attention are considered high priority and served right away. We keep appointment slots open in anticipation of such needs and track the utilization of these appointment slots over time. When it is determined that there is not an issue that requires immediate attention, the employee is seen if a clinician is available or encouraged to schedule the next available appointment slot. This helps minimize wait times and delays for both the employee and the other scheduled patients.
What days and hours of operation do you recommend?	Yes	The onsite clinic must have hours of operation that correlate to the employee shifts to ensure convenient access to health care services to support reducing lost productivity. In reviewing the current hours of operation and understanding the County's interest in expanding hours, we initially suggest the hours of operation to be Monday-Friday 7am-7pm.
Describe your availability to provide healthcare on nights and weekends.	Yes	After normal onsite clinic hours, the County's participants could access Concentra's dedicated telemedicine clinicians for the treatment of relatively minor work-related medical issues, including: <ul style="list-style-type: none"> •Grade I/II upper/lower extremity strains/sprains •Minor neck and back strains/sprains •Bruises/contusions •Minor burns •Abrasions/scrapes •Contact dermatitis/rashes •Tendinitis/repetitive-use injuries •Bloodborne pathogen exposures

How many average patients should be expected to be treated in an hour per medical provider?	Yes	<p>Concentra offers several scheduling methods, including the ability to book an appointment via the patient portal within our electronic medical record (EHR) system. Concentra accommodates appointments within 24-48 hours and has comprehensive policies and procedures relating to appointment scheduling with defined criteria for prioritizing and sequencing visits.</p> <p>Appointment times vary by the type of condition seen. In general, we estimate the following:</p> <table> <thead> <tr> <th>Visit Category</th> <th>Condition</th> <th>Clinician Time</th> </tr> </thead> <tbody> <tr> <td>Occupational WC Injury Care (Uncomplicated)</td> <td></td> <td>20 minutes</td> </tr> <tr> <td>Occupational WC Injury Care (Complicated)</td> <td></td> <td>30 minutes</td> </tr> <tr> <td>Occupational Physical Examination</td> <td></td> <td>30 minutes</td> </tr> <tr> <td>Urgent Care</td> <td>Minor Illness or Injury</td> <td>20 minutes</td> </tr> <tr> <td>Urgent Care</td> <td>Complicated Illness or Injury</td> <td>30 minutes</td> </tr> <tr> <td>Primary Care</td> <td>Preventive Health Exam</td> <td>45 minutes</td> </tr> <tr> <td>Primary Care</td> <td>New Patient Comprehensive Exam</td> <td>45 minutes</td> </tr> <tr> <td>Primary Care</td> <td>Follow-up: Uncomplicated</td> <td>15 minutes</td> </tr> <tr> <td>Primary Care</td> <td>Follow-up: Complicated</td> <td>30 minutes</td> </tr> <tr> <td>Physical Therapy</td> <td>Initial Visit</td> <td>45-60 minutes</td> </tr> <tr> <td>Physical Therapy</td> <td>Follow-up Visit</td> <td>30-60 minutes</td> </tr> </tbody> </table>	Visit Category	Condition	Clinician Time	Occupational WC Injury Care (Uncomplicated)		20 minutes	Occupational WC Injury Care (Complicated)		30 minutes	Occupational Physical Examination		30 minutes	Urgent Care	Minor Illness or Injury	20 minutes	Urgent Care	Complicated Illness or Injury	30 minutes	Primary Care	Preventive Health Exam	45 minutes	Primary Care	New Patient Comprehensive Exam	45 minutes	Primary Care	Follow-up: Uncomplicated	15 minutes	Primary Care	Follow-up: Complicated	30 minutes	Physical Therapy	Initial Visit	45-60 minutes	Physical Therapy	Follow-up Visit	30-60 minutes
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Physical Therapy	Follow-up Visit	30-60 minutes																																				
Will you utilize existing resources for clinic?	Yes	Concentra will leverage our recruiting department, implementation, local operational and medical resources, and onsite leaders to launch and progress the County's onsite program.																																				
What days and hours of operation do you recommend (including walk-in and sick program)?	Yes	The onsite clinic must have hours of operation that correlate to the employee shifts to ensure convenient access to health care services to support reducing lost productivity. In reviewing the current hours of operation and understanding the County's interest in expanding hours, we initially recommend the hours of operation to be Monday-Friday 7am-7pm, including walk-in and sick visits.																																				

Describe your availability to provide healthcare on nights and weekends.

Yes

After normal onsite clinic hours, the County’s participants could access Concentra’s dedicated telemedicine clinicians for the treatment of relatively minor work-related medical issues, including:

- Grade I/II upper/lower extremity strains/sprains
- Minor neck and back strains/sprains
- Bruises/contusions
- Minor burns
- Abrasions/scrapes
- Contact dermatitis/rashes
- Tendinitis/repetitive-use injuries
- Bloodborne pathogen exposures

Concentra would identify health care facilities that have extended hours to accommodate the County participant's health needs. We are planning to expand virtual services in 2025 to include primary care telemedicine.

Additional Services	Comments
Mental Health Services-Clinic Screens for mental health problems and provides mental health care within the scope of primary care (i.e. anxiety and depression). For more complicated issues, clinicians refer to the EAP for counseling and/or psychiatry.	Concentra can provide the same level of support, or implement more dedicated resources if desired by the client.
The clinic currently has a waiting room, supply room, lab collection room, 2 restrooms (one for lab specimen collection), 2 offices, 4 patient rooms, ample space for flu shot clinics, HRA draw clinics, health classes, breakroom.	
Buildout potential for future growth.	
EKG machine, scales, medical supplies, vital sign rolling patient monitor stand, etc. are all purchased and owned by the Client.	
Plan participant dependents are treated beginning at 2 yoa.	Concentra can provide minor acute care, some ongoing care, well-child care, and sports physicals for children two years of age and older. We would refer cases requiring specialized treatment to a local, in-network community specialist.
The clinic does perform youth sports physicals.	Concentra can provide minor acute care, some ongoing care, well-child care, and sports physicals for children two years of age and older. We would refer cases requiring specialized treatment to a local, in-network community specialist.
The clinic currently provides services to one other entity, the City of Lake Jackson, whose labs are billed via pass-through and other services billed by Client.	
Does Your company have the ability to directly bill entities separately for services for their employees under the same contract with the Client?	Yes, but would require further discussion with the client.
The clinic provides 6 on-site HRA drives each year at various locations throughout the County. Is Your company able to provide the same service? If not, please describe what could be provided.	Yes
The clinic also provides on-site HRA drives at the clinic 2 weeks each year. Is Your company able to provide the same service? Please explain.	Yes

<p>The clinic also provides on-site flu vaccine drives at the clinic 2 weeks each year. Is Your company able to provide the same service? Please explain.</p>	<p>Yes</p>
<p>Please describe how and how often Your company provides utilization reports to clients. Include an example of a report.</p>	<p>Concentra provides comprehensive monthly, quarterly, and annual stewardship reports to detail critical information that demonstrates our performance at the onsite clinic and highlights the positive influence it has on the health of our client's employees. Our stewardship reports provide metrics, key performance indicators, and actionable insights specific to your program, and allow Concentra the opportunity to illustrate the impact of both direct and indirect costs when evaluating ROI. We invest a significant amount of time and money to ensure our client reporting stays innovative and relevant by soliciting input and feedback from employers and industry experts.</p>
<p>Please describe how and how often Your company provides financial reports to clients for payment. Please note, office supplies are currently ordered by clinic staff, but paid for by Client directly to Office Depot.</p>	<p>Concentra provides invoices on a monthly basis.</p>

COMMUNICATION/PATIENT DEVELOPMENT	YES/NO	COMMENTS
Official Website	Yes	WWW.Concentra.com
Newsletters	Yes	During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.
Social media Campaigns	Yes	During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.
Location meet and greets	Yes	During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.
Open House Visits	Yes	During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.
Monthly health initiative campaigns	Yes	During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.

DATA REPORTING/VENDOR INTEGRATION	YES/NO	COMMENTS
Can Your company provide detailed claims data for exporting to contracted carrier/TPA using standard CPT-4 Coding?	Yes	
Will Your Company agree to receive the Biometric Files on all participants for DM outreach programs?	Yes	Concentra prefers to create a file extract to transmit biometric results to the DM provider. We perform this for many of our clients currently.
Will Your company agree to work with all Health plan vendors to secure high risk individual medical information to be used in DM outreach programs?	Yes	We would need to understand the technical requirements of this request.
Agree to receive Health Plan eligibility files from the Health Plan?	Yes	We have a standard format for the eligibility file.
Agree to contract with Carrier/TPA as a credentialed Medical Clinic for Fee for Service Plan development?	TBD	Would require further discussion with client

Description of Service Fee or Expense	Cost Per Participant	Projected Annual Participation	Estimated Annual Cost to Client	Comments
Primary Care/ Diagnostic/ Treatment and Manage Referrals	N/A	N/A	N/A	Included in Total Program costs
Disease Management	N/A	N/A	N/A	Included in Total Program costs
Preventive Services And Regular Exams (including well-woman and well-man annual exams)	N/A	N/A	N/A	Included in Total Program costs
Sports Physicals	N/A	N/A	N/A	Included in Total Program costs
Minor Emergency/Urgent Care (includng castings)	N/A	N/A	N/A	Included in Total Program costs
Common laboratory tests	N/A	N/A	\$ 11,294	Estimated projection - Pass-through as incurred
Quick Test Labs	N/A	N/A	N/A	Included Common Laboratory Test above.
Immunizations, Vaccinations, Injections And Allergy Management	N/A	N/A	\$ 20,025	Estimated projection - Pass-through as incurred
Health Risk Assessment / Biometric Screening/Active Wellness Program	N/A	N/A	\$ 1,500	HRA
Health Fairs/ Education/Newsletters	N/A	N/A	N/A	Included in Total Program costs
Electronic Medical Records	N/A	N/A	\$ 26,700	Epic (including patient portal MyChart) - ongoing Fee
Social Media Communication/Clinic Website	N/A	N/A		There would not be a County-specific clinic website created - digital comm in line 11
Telephonic Engagement/Consults And Nurse Lines For Existing Patients	N/A	N/A	N/A	Virtual provider visits are available via MyChart; a nurse line would be outsourced at an additional per call cost
Transitional Care Simulating Medical Home Concepts/Consultations	N/A	N/A		We are unsure of what transitional care would include the onsite clinic - additional information and discussion is needed.
Common pre-packaged medications/supplies (diabetes test strips, lancets)	N/A	N/A	32955	Estimated projection - Pass-through as incurred

Mental Health Care and Referrals	N/A	N/A		Mental health screenings are included in the service; care would be referred to community providers. We have additional capabilities that can be discussed.
Other Fees				
Description of Service Fee or Expense				
Hardware Ongoing Fee	N/A	N/A	13200	Ongoing Fees Annual Hardware
Management Ongoing Fee	N/A	N/A	182260	Ongoing Management Fee
Network and Technology/Software Installation	N/A	N/A	31100	One-Time Fee
Implementation Fee	N/A	N/A	5400	One-Time Fee
Data Feed Configuration	N/A	N/A	2500	One-Time Fee

Please advise on Prescription Dispensing Fee est pass through \$24k shown in presentation

Concentra should expect to utilize County's broad band for internet access under discussion concentra needs dedicated line for EMR

Clinic

Position or Expense	Current Staffing Levels	Number of Positions Recommended	Mgmt Fee or Direct Pass-through	Projected Annual Salary/Cost	Comments
Health Care Practitioners					
MD	1	Oversight		\$ 54,600.00	Physician Oversight shall include up to 15 hours a month
NP or PA	1	1.6		\$ 364,752.58	Total annual cost for 1st and 2nd Shift
RN					
LVN	2	1.6		\$ 168,569.00	Total annual cost for 1st and 2nd Shift
Medical Assistant					
Other Staff					
Total Estimated Annual Cost				\$ 587,921.58	

Additional Management Fee

\$182,260.00

Confirm hours are being proposed - M-F 7-7 with coverage over lunch hour

at a minimum current hours with discussion on expansion

\$770,181.58

CREDENTIALING AND QUALITY MANAGEMENT	YES/NO	COMMENTS
Provide chart audits for each provider on a monthly basis for adherence to Clinical protocols along with remediation plan.	Yes	This is Concentra's standard medical practice.
Provide annual Facility audits along with security risk assessment in accordance with HIPPA/HITECH.	Yes	Onsite medical clinic audits will be performed by operations 2x/year using our Compliance Audit Tool (CAT). The results will be shared with client and any corrective action plan will be prioritized and enacted within 30 days or in a mutually determined reasonable timeframe. Security risk assessments are performed by our IS Department.
Evaluate and update policies and procedures, protocols, etc.	Yes	Concentra has operational and medical expert panels who continually monitor, document, update, and enforce all of Concentra's policies, procedures, workflows, and protocols that define our medical practice that is operational in 44 states. Policies have review schedules when created and this is monitored by our Knowledge Management Department.

COMPLIANCE AND HIPAA	YES/NO	COMMENTS
Is Your firm fully compliant with all HIPAA requirements?	Yes	Concentra takes the privacy, security, and protection of confidential and personal information very seriously and we have enterprise-wide strategies and industry-leading technologies to maintain compliance with the HIPAA Privacy and Security Regulations.
Will You have a designated Privacy Officer in the Clinic and provide their resume?		Concentra's current privacy officer is Bob Breighner, VP Compliance and Compliance/Privacy Officer: 717.975.4535 rbreighner@selectmedical.com
Are the storage methods HIPAA compliant?	Yes	Concentra has comprehensive policies and procedures outlining the procurement, inventory, storage, monitoring, and security of pharmaceuticals and supplies at the onsite clinic. Regarding medications, Concentra's clinicians develop a formulary that is designed for the specific needs of each client that is used at each site. Concentra's local medical operations team will identify par levels of each medication based on the utilization of that medication at the onsite and the clinician's preference. Ordering of new medications occurs twice weekly and more often as needed. The pharmaceuticals are placed in a locked cabinet and inventory is monitored daily and recorded.

Describe any and all systems put in place to assure PHI privacy and data security?	Yes	Concentra's Compliance department incorporates all aspects of HIPAA, information security, privacy, and compliance into our initial team member training upon hire and annually thereafter. New privacy and security laws and challenges including high-profile topics such as phishing, social engineering, and data handling procedures are communicated through corporate communications (e.g., Concentra intranet, internal newsletters, and face-to-face educational programs) on a quarterly basis. We have HIPAA policies and procedures in place to ensure ongoing compliance with the HIPAA Privacy and Security Regulations
How do You store medical records?	Yes	Our electronic health record contains the medical records within our secured databases, which are logically segmented from other customer databases and are within encrypted daily, weekly, and annual backups.
Do You comply with specific state regulations for Wellness programs?	Yes	Concentra's programming complies with local, state and federal wellness regulations such as GINA, the EEOC, ACA, and HIPAA.

<p>Have your Network Security Systems ever been breached? Describe in comments.</p>	<p>Yes</p>	<p>In 2011, an unencrypted laptop was stolen from a Concentra facility. Pursuant to a Resolution Agreement entered between Concentra and the Office Civil Rights, Concentra prepared and implemented a corrective action plan. That plan included the development and implementation of a risk management plan, encryption of devices, and security awareness training. In 2015, Concentra was informed by one of its vendors, Medical Informatics Engineers (MIE) that one of MIE's systems used to provide services to Concentra and several other health care providers had been breached in a cyber-attack. At no time were Concentra's own data security systems exposed. Concentra worked with MIE to ensure that MIE appropriately notified impacted patients and took steps to reduce any impact of the breach, including the provision of free credit monitoring service. Concentra also worked with MIE to be certain that MIE took appropriate steps to resolve the cause of the breach. None of the services performed for UNUM involve the MIE system.</p> <p>In November of 2023, Perry Johnson & Associates, Inc. ("PJ&A"), notified Concentra that certain information related to particular Concentra patients was potentially affected by a cybersecurity event. This event occurred solely at PJ&A and was not the result of any activities or inactions on Concentra's part. Both issues have been remediated.</p>
<p>Is your firm CLIA Compliant?</p>	<p>Yes</p>	<p>We would apply for a CLIA-waiver to perform point of care testing and to collect laboratory collections.</p>

VENDOR REFERENCES

Name of Agency	Town of Palm Beach
Address	360 S. County Road Palm Beach, FL 33480
Contact Name	Gillian Barth
Phone Number	561-227-6326
Years of Service with Agency	3 years
Name of Agency	City of Baytown
Address	2401 Market Street, Baytown, TX, 77520
Contact Name	Joey Lopez
Phone Number	281-420-6523
Years of Service with Agency	4 years
Name of Agency	City of Delray Beach
Address	100 NW 1st Avenue Delray Beach, FL 33444
Contact Name	Alexa DeFranco
Phone Number	561-243-7377
Years of Service with Agency	10 years
Name of Agency	Denton ISD
Address	1307 N Locust St Denton, TX 76201
Contact Name	Chris Bomberger
Phone Number	940-369-0272

Years of Service with Agency	1.3 years
Name of Agency	Metro Nashville
Address	337 21st Avenue North, Nashville, TN 37203
Contact Name	Steve Cain
Phone Number	615-862-6464
Years of Service with Agency	10 years

LEGAL REQUIRMENTS/QUALITY MANAGEMENT	YES/NO	COMMENTS
Will Your Company fully indemnify Client, any employee or representative of Client for any and all law suits and claims resulting in the operations and delivery of care provided by the Clinic?	Yes	Pursuant to Section 15 of Brazoria County's Standard Terms and Conditions
Describe any and all legal liability that Client may have in implementing a Medical Center/Clinic that Your company will not indemnify.		Concentra will indemnify Client as described in Section 15 of Brazoria County's Standard Terms and Conditions
Will There be any Contractors not directly employed by Your company? If so, will those Contractors be held to the same terms and conditions of the contract between Your Company and the Client? Will You disclose all Contractors and their responsibilities?	No	
The Client reserves the right to Audit all services, costs, operations of the Clinic either directly or through an authorized Agent.	Yes	We would define the extent to audit services and information prior to authorizing these audits.
The Clinic will become a Business Associate of the Client's Health Plan and maintain the confidentiality of Patient's Medical, Financial, and all personal information.	Yes	Concentra is a Covered Entity pursuant to HIPAA and will function as a Business Associate where appropriate

Please include a listing of all CPT Codes which may be utilized.

Code	Specific Procedural Codes	Yes Or No
99201	Level 1 New Brief Visit	Yes
99202	Level 2 New Expanded Visit	Yes
99203	Level 3 New Detailed Visit - Telemedicine	Yes
99204	Level 4 New Complex Visit	Yes
99205	Level 5 New Comprehensive Visit	Yes
99211	Level 1 Return Min Visit	Yes
99212	Level 2 Return Brief Visit	Yes
99213	Level 3 Return Expanded Visit - Telemedicine	Yes
99214	Level 4 Return Complex Visit	Yes
99215	Level 5 Return Comprehensive Visit - Significant,	Yes
99241	Level 1 Brief Office Consultation	Yes
99242	Level 2 Expanded Office Consultation - Significant	Yes
99243	Level 3 Detailed Office Consultation	Yes
99244	Level 4 Complex Office Consultation	Yes
99245	Level 5 Comprh Office Consult	Yes
11730	Avulsion Nail Partial/complete Simple; single	Yes
11732	Avulsion Nail Repair Additional Nails	Yes
11740	Subungal Hematoma Evacuation	Yes
11750	Excision:Nail/Nail Matrix	Yes
11760	Nail Bed Repair	Yes
11762	Nail Bed Repair W/ Graft	Yes
11765	Wedge Excision, Toenail	Yes
11900	Inj, intralesional;up to 7 lesion	Yes
1191M	Impairment Rating by AP, standard	Yes
12001	Simple Rep (Scalp/trunk/extremities/hands/feet) <	Yes
12002	Simple Rep (Scalp/trunk/extremities/hands/feet) 2	Yes
12004	Simple Rep (Scalp/trunk/extremities/hands/feet) 7	Yes
12005	Simple Rep (Scalp/trunk/extremities/hands/feet) 1	Yes
12006	Simple Repair, 20.1-30.0cm	Yes
12011	Simple Repair:Face,etc < 2.5cm	Yes
12013	Simple Repair:Face,etc 2.6-5cm	Yes
12014	Simple Repair:Face,etc 5.1-7.5cm	Yes
12015	Simple Repair:Face,etc 7.6-12.5 cm	Yes
12016	Laceration Simple 12.6cm to 20.0cm	Yes
12020	Tx of superficial wound dehiscence; simple closure	Yes
12021	Wound Tx superficial with packing	Yes
12031	Interm Rep (Scalp/trunk/extrem excluding hands/fee	Yes
12032	Interm Rep (Scalp/trunk/extrem excluding hands/fee	Yes
12034	Interm Rep (Scalp/trunk/extrem excluding hands/fee	Yes
12035	Laceration Repair, Interm, 12.6-20.0cm	Yes
12037	Intermediate laceration over 30.0cm	Yes
12041	Interm Rep (neck/hands/feet) < 2.5cm	Yes
12042	Interm Rep (neck/hands/feet) 2.6-7.5cm	Yes

12044	Layer Closure, Wounds	Yes
12045	Lay Clos.Of Wou.12.6cm-20.0cm	Yes
12051	Interm Rep (face/lips/ears/mucous mem) < 2.5cm	Yes
12052	Interm Rep (face/lips/ears/mucous mem) < 2.6-5cm	Yes
12053	Interm Rep (face/lips/ears/mucous mem) 5.1-7.5cm	Yes
13100	Complex Rep Trunk 1.1-2.5cm	Yes
13120	Complex Repair 1.1-2.5cm (scalp,arms,legs)	Yes
13121	Complex Repair 2.6-7.5cm (scalp,arms,legs)	Yes
13122	Complex Scalp/Extrem excluding hands/feet each add	Yes
13131	Complex Repair 1.1-2.5 cm (forehead,chin,hands,fee	Yes
13132	Complex Repair 2.6-7.5 cm (forehead,chin,hands,fee	Yes
13133	Complex Repair Face/Hands/Feet each additional 5cm	Yes
13151	Rep, Com, 1.1-2.5cm	Yes
13152	Rep,Comp, 2.6-7.5cm	Yes
13160	2nd Clos.of Surg. Wou/Deh,Ext-Comp	Yes
14000	Adjacent tissue transfer or rearrangement	Yes
14001	Defect 10.1 sq cm to 30.0 sq cm	Yes
1400W	Activity Coaching Initial Assessment Per 15 Min	Yes
1401W	Activity Coaching Reassessment Per 15 Min	Yes
14020	Adjacent tissue transfer/rearrangmt - Right Side P	Yes
14021	Defect 10.1sq cm to 30.0sq cm - Right Side Procedu	Yes
1402W	Activity Coaching Intervention Per 15 Min	Yes
14040	Tissue Transfer, Facial 10sq cm or Less - LEFT HAN	Yes
14301	Adjacent tissue transfer	Yes
14302	Adjacent tissue transfer or rearrangement, any are	Yes
15002	Srgcl prep recpt by exc opn wnd; frst 100sq cm or	Yes
15004	Surgical Prep of creation of recpt site by excisio	Yes
15120	Split graft, first 10sq cm or less - RIGHT HAND, S	Yes
82040	Albumin:Serum	Yes
82043	Urine,microalbumin,quantitative	Yes
82075	Breath Alcohol Test	Yes
82085	Aldolase	Yes
82108	Aluminum Serum	Yes
82140	Assay Of Ammonia	Yes
82150	Amylase, Serum	Yes
82175	Arsenic, Urine	Yes
82247	Bilirubin: Total	Yes
82248	Bilirubin: Direct	Yes
82270	Occult Blood	Yes
82300	Urine Cadmium	Yes
82306	Vitamin D; 25	Yes
82310	Calcium: Total	Yes
82330	Calcium Ionized	Yes
82375	Carbon Monoxide - Quantitative	Yes
82378	CEA,(Carcinoembryonic Antigen)	Yes

82441	Chlorinated hydrocarbons, screen	Yes
82465	Cholesterol, Total	Yes
82480	Cholinesterase: Serum	Yes
82482	Cholinesterase: RBC	Yes
82495	Chromium	Yes
82540	Creatine	Yes
82550	CPK (Creatine Kinase): Total	Yes
82552	Creatinine, Isoenzymes, Quantitative, Any Source	Yes
82553	MB fraction only	Yes
82565	Creatinine: Blood	Yes
82570	Creatinine; other source	Yes
82607	Cyanocobalamin (vitamin B-12)	Yes
82652	Dihydroxyvitamin D, 1,25-	Yes
82728	Ferritin	Yes
82746	Folic Acid	Yes
82784	Gammaglobulin; IgA,IgD,IgG,IgM,each	Yes
82785	IgE: Gammaglobulin	Yes
82947	Glucose: Blood - Quantitative	Yes
82948	Glucose,Finger Stick	Yes
82977	Assay Of GGT	Yes
83001	Gonadotropin (FSH)	Yes

MATERIAL DESCRIPTION	UM	Quantity	UNIT PRICE	Annual Cost
ADHESIVE, SKIN LIQUIBAND EXCEED (10/BX 6BX/CS)	EA	1	\$16.70	\$16.70
ALBUTEROL SULFATE, SOL INH .083MG/ML 3ML (25/BX)	BX	2	\$7.25	\$14.50
AMMONIA, AMP .3ML INH (10/PK)	PK	1	\$0.00	\$0.00
ANKLE BRACE, UNIV 10"	EA	2	\$7.60	\$15.20
ANKLE WALKER, MAXTRAX W/AIR MED	EA	3	\$31.44	\$94.32
ARMSLING, UNIV SZ	EA	4	\$2.18	\$8.72
BANDAGE, ADHSV FABR SPOT 1" (100/BX 24BX/CS)	BX	8	\$2.01	\$16.08
BANDAGE, COBAN LF ASTD 2"X5YDS(36/CS)	CS	6	\$30.48	\$182.88
BANDAGE, ELAS SLF CLSR DLX 3"X5YDS (10RL/BX 5BX/CS)	RL	10	\$1.08	\$10.80
BASIN, EMESIS TURQ 10" (250/CS)	EA	10	\$0.23	\$2.30
BATTERY, AED POWER HEART G3 LITHIUM 12V	EA	1	\$0.00	\$0.00
BATTERY, RECHARGEABLE 3.5V	EA	2	\$0.24	\$0.48
CANNULA, O2 W/EAR CUSHION ADLT7'TU (25/CS)	EA	2	\$1.02	\$2.04
CEFTRIAXONE, SDV 250MG (10/BX)	EA	6	\$8.14	\$48.84
CEFTRIAXONE, SDV 250MG (10/BX)	EA	4	\$8.14	\$32.56
CEFTRIAXONE, SDV 500MG/15ML 15ML (10/BX)	EA	2	\$8.14	\$16.28
COLLECTION SET, BLD SAFETY LUER ADPT 23GX3/4"(50/B	BX	1	\$75.94	\$75.94
COLLECTION SET, BLD W/SFTY SHLD STR 21GX3/4" (50/BX 10BX/CS)	BX	26	\$75.94	\$1,974.44
COLLECTION SET, BLD W/SFTY SHLD STR 23GX3/4 (50/BX 10BX/CS)	BX	7	\$75.94	\$531.58
COLLECTOR, SPECIMEN COMMODE WHT 27OZ (100/CS)	EA	20	\$0.53	\$10.60
CONTAINER, SHARPS COLL HORIZ RED 5QT (10/BX 2BX/CS	BX	2	\$26.50	\$53.00
CONTAINER, SHARPS RED 1QT (80/CS)	EA	16	\$2.65	\$42.40
CONTAINER, SHARPS RED 2GL (20/CS)	EA	16	\$2.65	\$42.40
CONTROL KIT, PREG HCG (1/BX)	BX	1	\$18.03	\$18.03
CONTROL, BLD GLUC LEVEL 1 TRUEMETRIX (1/BX 24/BX)	BX	1	\$5.44	\$5.44
CONTROL, BLD GLUC LEVEL 2 TRUEMETRIX (1/BX 24BX/CS)	BX	1	\$5.44	\$5.44
CONTROL, URINE DROPPER LEV1&2 10ML (6/BX 10BX/CS)	BX	2	\$118.96	\$237.92
COVER, PROBE ORAL SURETEMP DISP (250/BX 30BX/CS)	BX	11	\$3.05	\$33.55
DEBROX, DRP 6.5% 0.5OZ	EA	1	\$5.98	\$5.98
DEPO-MEDROL, VL 80MG/ML 1ML	EA	2	\$36.72	\$73.44
DEXAMETHASONE, SDV 4MG/ML 1ML (25/CT) APPPHM	EA	10	\$39.48	\$394.80
DISP SYSTEM, PHAR RETRN 8X8X15MEDFLATS LG (12/CS)	EA	1	\$152.91	\$152.91
ELECTRODE, DEFIB DISP ADLT (2/ST)	ST	1	\$0.00	\$0.00
EYE WASH FOUNTAIN, SINK MOUNT	EA	1	\$124.90	\$124.90
FLUCELVAX 2017, QUAD SYR 0.5ML(10DOSE/BX)	BX	40	\$2.64	\$105.60
GLOVE EXAM NITRL 3.5C PF BLU MED (200/BX)	BX	21	\$2.64	\$55.44
GLOVE EXAM NITRL 3.5C PF BLU SM (200/BX)	BX	1	\$2.64	\$2.64
GLOVE EXAM NITRL 3.8 PF BLUE LG (100/BX)	BX	3	\$2.64	\$7.92
GLOVE EXAM NITRL 3.8 PF BLUE MED (100/BX 10BX/CS)	BX	4	\$2.64	\$10.56
GLOVE EXAM NITRL 3.8 PF BLUE SM (100/BX)	BX	2	\$2.64	\$5.28
KENALOG-40, VL 40MG/ML 1ML	EA	25	\$11.35	\$283.75
KETOROLAC TROMETHAMINE, SDV 60MG/2ML (25/PK)	EA	2	\$22.52	\$45.04
KETOROLAC TROMETHAMINE, SDV 60MG/2ML (25/PK)	EA	26	\$22.52	\$585.52
LAMP, REPLCMNT F/03100 OTOSCOPE 3.5V (6/BX)	EA	1	\$12.49	\$12.49
LANCET, TWIST 28G (100/BX 50BX)	BX	10	\$8.38	\$83.80
LANCET, TWIST 28G (100/BX 50BX)	CS	1	\$8.38	\$8.38

METER KIT, BLD GLUC TRUEMETRIXSNGL PT (1/BX 6BX/CS)	CS	4	\$196.79	\$787.16
NEBULIZER, PED MASK AERO RESPIREX LF CLR 7' TU (50/CS)	EA	20	\$1.57	\$31.40
NEBULIZER, PED MASK AERO RESPIREX LF CLR 7' TU (50/CS)	CS	1	\$1.57	\$1.57
NEBULIZER, PULMONEB COMPRESSOR	EA	1	\$113.13	\$113.13
NEEDLE, HYPO ECLIPSE SAFETY 18GX1 1/2" (100/BX)	BX	1	\$14.46	\$14.46
NEEDLE, HYPO ECLIPSE SAFETY 25GX1 1/2"(100/BX)	BX	2	\$14.46	\$28.92
NEEDLE, HYPO ECLIPSE SAFETY 25GX1" (100/BX)	BX	3	\$14.46	\$43.38
PACKING STRIP, IODFRM 5% 1/4"X5YDS STR	BT	2	\$4.97	\$9.94
PACKING STRIP, PLAIN 1/4"X5YDSSTR LF (12	BT	1	\$4.00	\$4.00
PAD, ALCOHOL PREP STR MED (200/BX)	BX	14	\$4.97	\$69.58
PAPER, TABLE CREPE ECON WHT 21"X125' (12/CS)	CS	4	\$31.47	\$125.88
PILLOWCASE, T/P WHT 21X30 (100/CS)	CS	2	\$16.12	\$32.24
PROMETHAZINE, VL 25MG/ML 1ML (25/PK)	EA	10	\$1.74	\$17.40
SALINE, IRR SOL STR 100ML (48/CS)	EA	10	\$0.69	\$6.90
SANITIZER, HAND ALOE W/PUMP 18OZ (12/CS)	CS	1	\$33.68	\$33.68
SCALPEL, SAFETY DISP #11 (10/BX 50BX/CS)	BX	1	\$15.83	\$15.83
SHOE, POST-OP VELCRO OPEN-TOE FML LG	EA	1	\$3.99	\$3.99
SHOE, POST-OP VELCRO OPEN-TOE FML MED	EA	1	\$3.99	\$3.99
SHOE, POST-OP VELCRO OPEN-TOE FML SM	EA	1	\$3.99	\$3.99
SHOE, POST-OP VELCRO OPEN-TOE MALE LG	EA	1	\$3.99	\$3.99
SHOE, POST-OP VELCRO OPEN-TOE MALE MED	EA	1	\$3.99	\$3.99
SHOE, POST-OP VELCRO OPEN-TOE MALE SM	EA	1	\$3.99	\$3.99
SHOECOVER, LF UNIV BLU (50PR/BX)	BX	5	\$20.98	\$104.90
SPECULUM, VAG ILLUM DISP MED (25/BX 4BX/CS)	BX	1	\$19.28	\$19.28
SPHYG, ANEROID DLX LF BLK ADLT(1/BX)	BX	3	\$19.74	\$59.22
SPHYG, ANEROID DLX LF BURG LG ADLT (1/BX)	BX	3	\$19.74	\$59.22
SPONGE, GZE 2"X2" 8PLY N/S (200/BX)	BX	35	\$1.78	\$62.30
SPONGE, GZE 4"X4" 12PLY N/S (200/BG)	BG	4	\$4.87	\$19.48
SSD, CRM 1% 50GM	EA	2	\$10.47	\$20.94
STRIPS, BLD GLUC TRUEMETRIX SNGL PT (50/BX 24BX/CS	CS	4	\$196.79	\$787.16
SUTURE REMOVL TRAY,AD FCP S/S SCIS (50/CS)	EA	36	\$1.56	\$56.16
SWABSTICK, PVP STR (1/PK 50PK/BX 10BX/CS) PSSRDC	BX	1	\$6.53	\$6.53
SYRINGE, LL 60CC (25/BX 4BX/CS)	EA	5	\$0.30	\$1.50
SYRINGE/NDL, ECLIPSE SFTY 3CC 25GX1 (50/BX 6BX/CS)	BX	8	\$35.62	\$284.96
SYRINGE/NDL, INTEGRA 3CC 25GX 1" (100/BX)	BX	4	\$35.62	\$142.48
TEST KIT, BINAX INFLUENZA A+B WAIVED (22TEST/KT) D/S	KT	2	\$203.03	\$406.06
TEST KIT, BINAX INFLUENZA A+B WAIVED (22TEST/KT) D/S	KT	2	\$203.03	\$406.06
TEST KIT, MONO WAIVED APPRV F/ALL AGES (25/KT)	KT	1	\$72.32	\$72.32
TEST, KIT STREP A DIPSTICK WAIVED (25/KT)	KT	7	\$77.76	\$544.32
THUMB SPICA, LT LG-XLG	EA	1	\$5.94	\$5.94
THUMB SPICA, LT SM-MED PSS704	EA	2	\$5.94	\$11.88
THUMB SPLINT, SPICA LT WT CLSRSTRP RT LG-XLG PSS704	EA	1	\$5.94	\$5.94
THUMB SPLINT, SPICA LT WT CLSRSTRP RT SM-MED PSS704	EA	2	\$5.94	\$11.88
TISSUE, FACIAL KLEENEX (100/BX36BX/CS)	BX	30	\$0.71	\$21.30
URINE TEST STRIP, 10SG F/121-120ANALYZ (100/VL 12V	VL	2	\$32.54	\$65.08
VENTOLIN HFA, AER W/COUNTER 90MCG 60DOSE	EA	1	\$63.64	\$63.64
WIPE, GERMICIDE LG 6"X6.75" (160/BX 12BX/CS)	CS	1	\$13.71	\$13.71
WRIST SUPPORT, COMFORT FORM LTMED	EA	1	\$5.27	\$5.27
WRIST SUPPORT, COMFORT FORM RTMED	EA	1	\$5.27	\$5.27

Benefit	Contracted Client Vendor
Medical	Self-funded through Aetna
Pharmacy	Self-funded through Aetna
Health Risk Assessment	Next Level (County Employee Clinic)
Biometrics	Next Level (County Employee Clinic)
Case/Care/Disease Management	Self-funded through Aetna
Employee Assistance Program	Aetna Resources for Living
Telehealth	RediMD

EXHIBIT A – REQUIRED DOCUMENTS

*Note: In order to sign the following documents electronically and insert an authorized signature into the PDF, you will need to use the **latest version of Adobe Reader**. Be aware that such a signature will have the full legal force of a handwritten signature under Texas law. Additionally, all documents with company name and authorized/contact person, and their title with the company, must be identical and match the W-9 with the company's legal name. Documents with different company names may be considered non-responsive.*

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT'S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ *(if applicable)*
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- AUTHORIZED NEGOTIATOR
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- SIGNED ADDENDA *(if applicable)*
- VENDOR DATA SHEET & W-9 FORM (insert this document when you create the pdf of the exhibit)

BRAZORIA COUNTY
RESPONDENT CERTIFICATION FORM

Concentra Health Services, Inc. (Occupational Health Centers of the Southwest, P.A.)

LEGAL NAME OF CONTRACTING COMPANY

75-2014828

FEDERAL I.D. # (Company or Corporation)

09-919-0548

DUN & BRADSTREET D-U-N-S NUMBER

443.831.9251

TELEPHONE NUMBER

FACSIMILE NUMBER

Mike Rhine

CONTACT PERSON

EVP, COO – Onsite Health and Telemedicine

TITLE

5080 Spectrum Dr # 1200

COMPLETE MAILING ADDRESS

Addison, Texas

CITY & STATE

75001-4648

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

michael_rhine@concentra.com

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid Table. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

Signed by:

Mike Rhine

440A4FD06D2047C...

SIGNATURE

“must be authorized to execute on behalf of company”

10/31/2024

DATE

Mike Rhine

Typewritten or Printed Name

EVP, COO – Onsite Health and Telemedicine

Title

BRAZORIA COUNTY
BIDDER/RESPONDENT’S AFFIRMATION

This form must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

- 1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
- 2. Bidder/Respondent hereby assigns to purchaser any an all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- 3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

- Does not own taxable property in Brazoria County.
- X Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

BIDDER/RESPONDENT’S SDNs/BLOCKED PERSONS AFFIRMATION

Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

- X Is not excluded from doing business at the federal level.
- X Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Respondent Company Name Concentra Health Services, Inc.

Signature of Company Official Authorizing the Bid/Offer Signed by: Mike Rhine Date 10/31/2024

Company Official (Printed Name) Mike Rhine

Official’s Position EVP, COO – Onsite Health and Telemedicine

WORKERS' COMPENSATION REQUIREMENTS

BIDDER/RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede all other Requirements where applicable.

Workers' Compensation Insurance Coverage

A. Definitions

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B.** The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C.** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D.** If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E.** The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F.** The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G.** The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H.** The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I.** The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for RFP #«Number», by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this project.

Signed by:

440A4FD06D2047C...
SIGNATURE

Mike Rhine

Typewritten or Printed Name

10/31/2024

DATE

EVP, COO – Onsite Health and Telemedicine

Title

CERTIFICATION REGARDING LOBBYING

Certifications For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed by:

Mike Rhine

Signature/Authorized Certifying Official

Mike Rhine, EVP, COO – Onsite Health and Telemedicine

Typed Name and Title

Concentra Health Services, Inc.

Applicant / Organization

10/31/2024

Date Signed

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Mike Rhine, EVP, COO - Onsite Health and Telemedicine

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**VENDOR TO INSERT EXCEPTIONS TO
STANDARD TERMS & CONDITIONS & SPECIAL
REQUIREMENTS HERE (IF APPLICABLE)**

_____ Company **does not** have exceptions (*If applicable, check here*)

Or

 X Company does have exceptions (*If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.*)

Insert exceptions after this page.

NON-COLLUSION
AFFIDAVIT

THE STATE OF TEXAS

OWNER Concentra Health Services, Inc.

Before me, the undersigned authority, on this day personally appeared Mike Rhine
who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of
Concentra Health Services, Inc. (“Contractor”), of and is fully cognizant of the fact herein set out: that Contractor has
not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in restraint
of free competitive bidding in connection with the contract for the above referenced project.

Signed by:
Mike Rhine
440A4FD06D2047C...
Mike Rhine, EVP, COO – Onsite Health and Telemedicine
Name Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said company officer, this 31 day of
October, 2024, to certify which witness my hand and seal of office.

DocuSigned by:
Gina Banks
38EF8E561050433
NOTARY PUBLIC in and for
State of TEXAS
Printed Name: Gina Banks
My Commission Expires: 12/22/2024



CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Not applicable

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Not applicable

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signed by:

Mike Rhine

Signature of Vendor doing business with the governmental entity

10/31/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM

**Respondent acknowledges having read and understood the following law,
effective January 1, 2020**

Signed by:


440A4FD06D2047C...
SIGNATURE

“must be authorized to execute on behalf of company”

Mike Rhine

Typewritten or Printed Name

10/31/2024

DATE

EVP, COO – Onsite Health and Telemedicine

Title

SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION

Sec. 552.371. CERTAIN ENTITIES REQUIRED TO PROVIDE CONTRACTING INFORMATION TO GOVERNMENTAL BODY IN CONNECTION WITH REQUEST. (a) This section applies to an entity that is not a governmental body that executes a contract with a governmental body that:

(1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body; or

(2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body.

(b) This section applies to a written request for public information received by a governmental body that is a party to a contract described by Subsection (a) for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the governmental body.

(c) A governmental body that receives a written request for information described by Subsection (b) shall request that the entity provide the information to the governmental body. The governmental body must send the request in writing to the entity not later than the third business day after the date the governmental body receives the written request described by Subsection (b).

(d) Notwithstanding Section [552.301](#):

(1) a request for an attorney general's decision under Section [552.301](#)(b) to determine whether contracting information subject to a written request described by Subsection (b) falls within an exception to disclosure under this chapter is considered timely if made not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(2) the statement and copy described by Section [552.301](#)(d) is considered timely if provided to the requestor not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(3) a submission described by Section [552.301](#)(e) is considered timely if submitted to the attorney general not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b); and

(4) a copy described by Section [552.301](#)(e-1) is considered timely if sent to the requestor not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b).

(e) Section [552.302](#) does not apply to information described by Subsection (b) if the governmental body:

(1) complies with the requirements of Subsection (c) in a good faith effort to obtain the information from the contracting entity;

(2) is unable to meet a deadline described by Subsection (d) because the contracting entity failed to provide the information to the governmental body not later than the 13th business day after the date the governmental body received the written request for the information; and

(3) if applicable and notwithstanding the deadlines prescribed by Sections [552.301](#)(b), (d), (e), and (e-1), complies with the requirements of those subsections not later than the eighth business day after the date the governmental body receives the information from the contracting entity.

(f) Nothing in this section affects the deadlines or duties of a governmental body under Section [552.301](#) regarding information the governmental body maintains, including contracting information.

Sec. 552.372. BIDS AND CONTRACTS. (a) A contract described by Section [552.371](#) must require a contracting entity to:

(1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

(2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

(3) on completion of the contract, either:

(A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or

(B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(b) Unless Section [552.374](#)(c) applies, a bid for a contract described by Section [552.371](#) and the contract must include the following statement: "The requirements of Subchapter J, Chapter [552](#), Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by Section [552.371](#) or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

Sec. 552.373. NONCOMPLIANCE WITH PROVISION OF SUBCHAPTER. A governmental body that is the party to a contract described by Section [552.371](#) shall provide notice to the entity that is a party to the contract if the entity fails to comply with a requirement of this subchapter applicable to the entity. The notice must:

(1) be in writing;

(2) state the requirement of this subchapter that the entity has violated; and

(3) unless Section [552.374](#)(c) applies, advise the entity that the governmental body may terminate the contract without further obligation to the entity if the entity does not cure the violation on or before the 10th business day after the date the governmental body provides the notice.

Sec. 552.374. TERMINATION OF CONTRACT FOR NONCOMPLIANCE. (a) Subject to Subsection (c), a governmental body may terminate a contract described by Section [552.371](#) if:

(1) the governmental body provides notice under Section [552.373](#) to the entity that is party to the contract;

(2) the contracting entity does not cure the violation in the period prescribed by Section [552.373](#);

(3) the governmental body determines that the contracting entity has intentionally or knowingly failed to comply with a requirement of this subchapter; and

(4) the governmental body determines that the entity has not taken adequate steps to ensure future compliance with the requirements of this subchapter.

(b) For the purpose of Subsection (a), an entity has taken adequate steps to ensure future compliance with this subchapter if:

(1) the entity produces contracting information requested by the governmental body that is in the custody or possession of the entity not later than the 10th business day after the date the governmental body makes the request; and

(2) the entity establishes a records management program to enable the entity to comply with this subchapter.

(c) A governmental body may not terminate a contract under this section if the contract is related to the purchase or underwriting of a public security, the contract is or may be used as collateral on a loan, or the contract's proceeds are used to pay debt service of a public security or loan.

Sec. 552.375. OTHER CONTRACT PROVISIONS. Nothing in this subchapter prevents a governmental body from including and enforcing more stringent requirements in a contract to increase accountability or transparency.

Sec. 552.376. CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.

Added by Acts 2019, 86th Leg., R.S., Ch. 1216 (S.B. [943](#)), Sec. 9, eff. January 1, 2020.

**PROHIBITED TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES AND
EQUIPMENT CERTIFICATION FORM**

(Vendor to sign form if applicable to telecommunications)

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

Concentra Health Services, Inc.

COMPANY NAME



SIGNATURE OF COMPANY REPRESENTATIVE

Mike Rhine

PRINTED NAME

EVP, COO – Onsite Health and Telemedicine

TITLE

10/31/2024

DATE

AUTHORIZED NEGOTIATOR

If your company is selected to enter into negotiations with the County, please list the name and contact information for the individual or individuals that will be negotiating a possible contract on behalf of your company.

Name: Erica Gerber

Title: Director, Onsite Sales

Email Address: ErGerber@Concentra.com

Phone Number: 469.990.7525

Name: Mike Rhine

Title: EVP, COO – Onsite Health and Telemedicine

Email Address: michael_rhine@concentra.com

Phone Number: 443.831.9251

RESIDENT / NONRESIDENT BIDDER PROVISIONS

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” proposer is a person whose principle place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principle place of business in Texas.

A “nonresident” proposer is a person who is not a Texas resident. Please indicate the status of your company as a “resident” proposer or a “nonresident” proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.
- ☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company’s principle place of business is located):

Concentra Health Services, Inc.

Company Name

5080 Spectrum Dr # 1200

Address

Addison

City

Texas

State

75001

Zip Code

A. Does your resident state require a proposer whose principle place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

- ☐ Yes
- ☒ No

B. What is the prescribed amount of percentage? \$_____ or _____%

SIGNED ADDENDA (*if applicable*)

Insert here

BRAZORIA COUNTY ADDENDUM NUMBER 1

RFP#24-58 EMPLOYEE MEDICAL CLINIC

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP#24-58 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following questions have been submitted for clarification:

- 2.1 Vendor Question: "Is the County currently happy with the current vendor running your onsite clinic? Why are you going out for bid at this time? What are the current pain points you're experiencing with the clinic and/or current vendor?"

Brazoria County Answer: The current contract is in the final term with no renewals remaining; therefore, the County is needing to solicit for a new contract. Additionally, the County would like to have increased service for walk-in sick-visits.

- 2.2 Vendor Question: "Has the current vendor had responsibility for management of the health center since inception? If not, who was the prior vendor and why did Brazoria County make the change then?"

Brazoria County Answer: No. The original vendor was CareHere. We were at the end of the contract and opted to go out for RFP.

- 2.3 Vendor Question: "Does Brazoria County have a preference regarding the financial model associated?" If not, what is currently in place today-fixed fee or transparent cost + pricing?"

Brazoria County Answer: No. We are open to other options. We do pay a fixed fee for services and are open to other options. We do currently pay for all medical supplies and office supplies.

- 2.4 Vendor Question: "Can you provide the number of flu vaccines administered in 2023?"

Brazoria County Answer: 200

- 2.5 Vendor Question: "Can you provide the number of HRA/biometric screenings administered in 2023?"

Brazoria County Answer: 900

- 2.6 Vendor Question: "Can you confirm the number of hours the health center is open?" Is there interest to increase hours to expand access?"

Brazoria County Answer: 8 hours - Yes, we would be interested in increasing the hours to expand access.

- 2.7 Vendor Question: "Can you provide the day/times the health center is open?"

Brazoria County Answer: 7a-4p

- 2.8 What is the utilization percentage (%) of appointments of the current health center hours?"

Brazoria County Answer: 100%

- 2.9 Vendor Question: "Attachment C referenced eligible lives for BCC and Lake Jackson. Are those eligible employee lives or member lives?" Can you provide the breakdown of employee lives vs spouse vs dependent child for BCC and Lake Jackson?"

Brazoria County Answer: Member lives: Employee 1401, Spouse 319, Dependents 457; Lake Jackson is unable to provide the data for spouse and dependent children, however their eligible employee sits around 220.

- 2.10 Vendor Question: "Are retirees included as part of the eligible population to have access to the health center? If so, are these Pre-65 retirees only or are Medicare retirees included? If Medicare retirees are included, is Medicare being billed?"

Brazoria County Answer: Yes, any retiree has access, there is no billing to Medicare

- 2.11 Vendor Question: "How many total employees does Brazoria County have (regardless if on health plan)?"

Brazoria County Answer: 1698

- 2.12 Vendor Question: "How are health center expenses (staffing/medical supplies/additional operational expenses) split between Brazoria County and the City of Lake Jackson?"

Brazoria County Answer: Brazoria County invoices Lake Jackson on a percentage basis. For example, if Brazoria County's eligibility for the clinic is 85% and Lake Jackson is 15%, Lake Jackson is then billed for 15% of the costs for clinic supplies, staffing cost and operational expenses. Labs are a direct pass-through cost. Any lab fee incurred for Lake Jackson members is billed to them through Brazoria County.

- 2.13 Vendor Question: "What is the current staffing model (to include role and FTE)? Can you provide the number of hours each staff member is hired to work per week?"

Brazoria County Answer: 2 Full Time Licensed Vocational Nurses, 1 Full Time Nurse Practitioner, 1 Part Time Medical Doctor who visits on-site on one Friday/month and other hours for clinic oversight

- 2.14 Vendor Question: "Do you wish to keep the current staffing model as is or is there a wish to make changes?"

Brazoria County Answer: We are open to other staffing models.

- 2.15 Vendor Question: "Is there a wish to retain the staff?" If so, are there any non-competes in place?"

Brazoria County Answer: We are open to current staff remaining at the clinic.

- 2.16 Vendor Question: “Do you have a separate receptionist to assist with answering phones/managing flow of the health center?” If not, who greets patients upon arrival? Would you prefer to have pricing to include a receptionist for enhanced patient experience?”

Brazoria County Answer: There is no current receptionist. We would be open for pricing to include a receptionist to enhance the patient experience by being able to greet patients and take calls on site to schedule appointments, answer questions, etc. LVNs currently cover the front desk but do not schedule appointments or take calls from patients.

- 2.17 Vendor Question: “Does the health center currently treat occupational care / workers compensation services? No
- If yes, can you list out the specific scope of services offered today? NA
 - If yes, does Brazoria County have access to an Occupational Medical Director for consultative / strategic purposes? NA
 - If not, would that be something of interest? We would open to options to include occupational medicine.
 - Are the work related injuries referenced in the scope considered to be initial triage / 1st aid or are they more complex workers comp services where case management needs to be provided? All services
 - Who is serving as the County’s MRO today? NA
 - Do all the health center providers handle OCC / WC needs or are those routed to a single provider? NA
 - Is a separate occupational EMR currently being utilized in order to keep Occ Health records separate from primary care records? NA
 - If not, is there an interest to do so? No
 - Do supervisors currently have access to schedule appointments for occupational services (to include pre-employment physicals for candidates)? NA
 - If not, is there an interest to do so? No
 - Do supervisors currently have access to a portal to check status of drug screens / pre employment physicals, medical surveillance to help accelerate the hiring / offer process and maintain compliance? NA
 - If not, is that something they wish to have in place? No
 - While audiometric testing is not in place today, is that something the County would like to have in place?” Yes

Brazoria County Answer: see above after each question

- 2.18 Vendor Question: “Do patients have access to a platform in order to direct messages their care team? If not, would having a direct messaging feature be of interest?”

Brazoria County Answer: There is no current platform like this being utilized. We are very interested in this option.

- 2.19 Vendor Question: “How does Brazoria County define success with the health center? Savings? High NPS score? Something else?” All measurements are taken into consideration.

2.20 Vendor Question: “What is the current patient satisfaction / NPS score today?”

Brazoria County Answer: According to the current provider, the score is 95.04.

2.21 Vendor Question: “What is the employee penetration where the health center is considered their medical home?”

Brazoria County Answer: We do not have this number.

2.22 Vendor Question: “Are performance guarantees in place today? If not, is there an interest to have PG’s?”

Brazoria County Answer: They are not currently in place. Yes, we are open to implementing PGs.

2.23 Vendor Question: “What mental health solutions does Brazoria County have in place today? Would there be interest to adding access to mental health resources either onsite or virtually?”

Brazoria County Answer: We have an Employee Assistance Program through Aetna. We would be open to options of having the service on-site or virtually, but it is not a requirement for this RFP.

2.24 Vendor Question: “Is MSK a cost driver for Brazoria County? If so, would there be an interest to adding physical therapy onsite at one or both locations? Is there space available at with location for onsite physical therapy? If not, would virtual physical therapy be of interest?”

Brazoria County Answer: Yes, there is interest in onsite physical therapy. We currently only have one location in Angleton. We do have a provider for virtual physical therapy but are open to other options.

2.25 Vendor Question: “How are referrals handled by the health center staff today?”

Brazoria County Answer: They have access to Aetna’s provider list and attempt to refer patients to providers within the network.

2.26 Vendor Question: “Does Brazoria County have access to afterhours “on call” providers through their current vendor today?”

Brazoria County Answer: No.

2.27 Vendor Question: “With allergy shots (given an allergist is not on staff), are those being administered once the patient has received their 1st vial dose (to ensure less chance of reaction)?”

Brazoria County Answer: No

- 2.28 Vendor Question: “While telemedicine by the County’s current vendor is not in place today, would the County like to have that feature in place to enhance convenience of the eligible population?”

Brazoria County Answer: We are satisfied with our current telemedicine provider, but are open to the option of patients having access to providers through the clinic.

- 2.29 Vendor Question: “What has Brazoria County enjoyed most about working with their current vendor partner?”

Brazoria County Answer: Administrative staff are easily accessible and quickly respond. Overall, our employees have been pleased with staff at the clinic.

- 2.30 Vendor Question: “What are areas of opportunity Brazoria County would like to experience as part of a new vendor relationship not in place today?”

Brazoria County Answer: We are open to new ideas and see what other providers are utilizing to increase clinic visits and continued use by members.

- 2.31 Vendor Question: “What reports does Brazoria County receive today associated with their health center? Are there additional reports Brazoria County would like to receive?”

Brazoria County Answer: We receive reports which shows usage statistics, what patients are being seen for, demographics, top 10 diagnosis, top 10 prescriptions, no-show data, hypertension, diabetes, cholesterol, HRAs with identifying risk levels, etc. Upon reward, we can provide example reports and would be open to other data being included.

- 2.32 Vendor Question: “Is there interest in being able to run labs onsite (ex. comprehensive metabolic panel) vs sending labs out?”

Brazoria County Answer: Yes

- 2.33 Vendor Question: “For labs that are sent out, is there an interest to bill those costs back to Brazoria County as pass through or billed through the members insurance?”

Brazoria County Answer: Pass through to Brazoria County

- 2.34 Vendor Question: “What are the appointment times today with Brazoria County—15 min / 30 min? 20 min / 40 min? Longer?”

Brazoria County Answer: 15 minutes/30 minutes

- 2.35 Vendor Question: “What engagement tactics are in place today with the current vendor today? Does Brazoria County feel enough is being done by their current vendor to engage members / drive utilization?”

Brazoria County Answer: The current does follow-up with patients post-visit and post-HRA if levels show concern. We are up for recommendations to drive engagement and utilization. There is room for more utilization as appointments

can be hard to come by.

2.36 Vendor Question: “Does the current vendor offer 2nd opinion services as part of their current offering?”

Brazoria County Answer: Unknown

2.37 Vendor Question: “How often is casting done in the health center? Are the casts typically made of fiberglass or plaster? Would Brazoria County be willing to have the selected vendor replace most casting needs with prefabricated splints?”

Brazoria County Answer: Casting is not done at the health center. Pre-fabricated splints are on-site.

2.38 Vendor Question: “Has an operating budget for the employee health center been established for 2025? If yes, can you provide the details?”

Brazoria County Answer: Yes, Brazoria County budgets for the clinic based on the number of eligible members.

2.39 Vendor Question: “For purposes of this RFP, who will be included as part of the decision-making process? Does Brazoria County engage a benefits consultant to assist in the process?”

Brazoria County Answer: All responses will be reviewed and scored by a court approved evaluation committee. The final award will be made in the Commissioners’ Court of Brazoria County.

2.40 Vendor Question: “Is the County seeking only “fee-for service” vendors or if there is also an interest in direct contracting, with all costs flowing back to the County”

Brazoria County Answer: The County is open to suggestions.

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Concentra Health Services, Inc.

LEGAL NAME OF CONTRACTING COMPANY

443.831.9251

TELEPHONE NUMBER

Mike Rhine

SIGNATURE

FACSIMILE NUMBER

Mike Rhine, EVP, COO – Onsite Health and Telemed

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, C.T.P.M., C.T.C.M.
County Purchasing Director

09/26/2025

Date

BRAZORIA COUNTY ADDENDUM NUMBER 2

RFP#24-58 EMPLOYEE MEDICAL CLINIC

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP#24-58 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following questions have been submitted for clarification:
 - 2.1 Vendor Question: "Regarding the Attachment A Clinic Workbook, the 'Services Offered' tab- many of the services listed are included in the overall program/labor cost provided on the 'Staffing Model' tab and are not charged on a per visit basis. How would the County like vendors to notate on the 'Services Offered' tab that these services are not a 'cost per participant' fee?"

Brazoria County Answer: The box may be marked "NA" under Cost Per Participant, notate "included in overall" under Comments.
 - 2.2 Vendor Question: "Can prospective vendors include our standard pricing grid information in our response, in addition to the pricing forms requested by the County, if we feel it may provide clarity?"

Brazoria County Answer: Yes
 - 2.3 Vendor Question: "Can the County provide a full utilization report for the clinic from the current vendor from the previous year?"

Brazoria County Answer: The Report is posted to Bonfire and labeled as Addendum No.2 2023-2024 Utilization Report".
3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Concentra Health Services, Inc.

LEGAL NAME OF CONTRACTING COMPANY

443-831-9251

TELEPHONE NUMBER


440A4FD08D2047C...

SIGNATURE

FACSIMILE NUMBER

Mike Rhine, EVP, COO – Onsite Health and Telemedicine
NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPB, C.T.P.M., C.T.C.M.
County Purchasing Director

10/10/2024

Date

BRAZORIA COUNTY ADDENDUM NUMBER 3

RFP#24-58 EMPLOYEE MEDICAL CLINIC

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP#24-58 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following questions have been submitted for clarification:
 - 2.1 Vendor Question: "What is the 2025 budget for the clinic?"
Brazoria County Answer: \$855,900
 - 2.2 Vendor Question: "Does the County want to extend clinic hours?"
Brazoria County Answer: Open to extending
 - 2.3 Vendor Question: "Is the County currently using an EMR system? If so, what is it?"
Brazoria County Answer: the current vendor does use an EMR, the County does not use their EMR
 - 2.4 Vendor Question: "Can we include below-the-line (optional) services, or does everything have to be directly included in the pricing?"
Brazoria County Answer: You may include below-the-line
 - 2.5 Vendor Question: "What is the exact staffing at the Health Center today?"
Brazoria County Answer: 2 LVNs, 1 NP, 1 MD
 - 2.6 Vendor Question: "Would the County like us to price an 8-hour MD? Or should it be priced as a full-time MD?"
Brazoria County Answer: 8-hour MD pricing is fine
 - 2.7 Vendor Question: "Does the County want us to price out \$0 for medical equipment? How does the County want it to be seen in the pricing? And does the County own the medical equipment today?"
Brazoria County Answer: The County owns the medical equipment; however, most of the medical supplies are ordered by clinic staff. You may include the pricing that you are able to get for equipment.
 - 2.8 Vendor Question: "The RFP calls out bonds "if needed." What are the situations in which bonds would be needed? What are the situations in which they would not be needed? Do any bonds need to be submitted with this RFP?"
Brazoria County Answer: Bonds are not required for this RFP.
 - 2.9 Vendor Question: "Does the County want us to price the current hours? Does the County want to see pricing at extended hours?"
Brazoria County Answer: Both

- 2.10 Vendor Question: “Does the County wish to retain the current staff? If yes, are there any non-competes in place today?”

Brazoria County Answer: Unknown

- 2.11 Vendor Question: “What are the areas of the current model that the County wishes to improve on?”

Brazoria County Answer: Allow for more walk-in patients, better mobile/app/online system

- 2.12 Vendor Question: “Will the County be providing claims data for a proper ROI to be run?”

Brazoria County Answer: Yes, we may be able to provide dependent on specifications of a claims data request.

- 2.13 Vendor Question: “How is the County determining low cost and high quality when making a referral outside of the Health Center?”

Brazoria County Answer: Patient satisfaction, clinical outcomes, in-network status, etc.

- 2.14 Vendor Question: “What are the County’s reporting expectations and what is the County receiving from its vendor today?”

Brazoria County Answer: We expect at least quarterly reports which cover all aspects clinic usage: how many appointments are being filled, how many additional walk-ins are being seen, what are patients being seen for, top diagnosis, top RXs written, length of time for visit, demographics, identifying high risk patients and what is being done to help them, goals to reach for the high risk populations.

- 2.15 Vendor Question: “Are Performance Guarantees in place today? If not, is that something that the County would be interested in?”

Brazoria County Answer: No, but yes we would be interested in seeing this.

- 2.16 Vendor Questions: “What patient engagement tactics are in place today?”

Brazoria County Answer: The clinic staff follows up with patients after appointments.

- 2.17 Vendor Question: “What is the primary language of the employees of the County and is there a secondary language used in the Health Center today?”

Brazoria County Answer: English is the primary language, Spanish may be used some.

- 2.18 Vendor Question: “Is there any interest in Occupational and / or Behavioral Health being added to the proposal?”

Brazoria County Answer: Not really, but would be open to Behavioral Health. We currently have a great EAP that is available to all employees and members of their household.

- 2.19 Vendor Question: “Has the current Health Center operation satisfactorily engaged County employees and other eligible members? Are there specific engagement goals established by the County? If so, are the goals being achieved? Please describe.”

Brazoria County Answer: Yes, the current vendor satisfactorily engages County employees and other eligible members. There are no specific engagement goals established by the County; however, we would be interested in being able to work with the vendor to establish goals and see what the provider can put into place to achieve those goals.

- 2.20 Vendor Question: “Does the current Health Center operation perform proactive outreach to eligible members? If so, please describe.”

Brazoria County Answer: No.

- 2.21 Vendor Question: “Does the current Health Center operation support targeted services, care coordination, or other special support for law enforcement, telecommunicators, and other first responders? If so, please describe?”

Brazoria County Answer: No

- 2.22 Vendor Question: “Does the Health Center have a care philosophy for integrating occupational health, behavioral health, and primary care services generally and, in particular, for first responders? If so, please describe.

Brazoria County Answer: Unknown

- 2.23 Vendor Question: “Does the current Health Center perform disease and chronic condition management or are those services strictly referred to other partners/programs? If those services are currently referred out, might there be interest in performing those services within the Health Center operation?”

Brazoria County Answer: Both

- 2.24 Vendor Question: “Does the current Health Center operation perform any required pre-employment or annual physicals for first responders? If so, please describe the type and provide volume data.”

Brazoria County Answer: No

- 2.25 Vendor Question: “Do the Health Center staff participate in new employee orientation?”

Brazoria County Answer: No

- 2.26 Vendor Question “Does the current Health Center operation help patients navigate medical care when services are needed outside of the health center (I.e. subspecialty care) or other health and wellness resources such as an EAP program?”

Brazoria County Answer: They do have the ability to provide the information.

- 2.27 Vendor Question: “Does the current health center operation provide reporting on referrals to third-party providers?”

Brazoria County Answer: They do not provide this information to Brazoria County, but we are interested in receiving this on the quarterly reports.

- 2.28 Vendor Question: “Has the County seen an increase in use of the medical benefits and EAP programs since the health center has been open?”

Brazoria County Answer: We have seen an increase in the use of medical services and EAP; however, it is hard to say that it is directly tied to the employee health center. We had a lot of changes to our health plan about 8-12 years ago and COVID affected health care services.

2.29 Vendor Question: “Does the County currently receive reporting on referrals made by the health center for patients?”

Brazoria County Answer: No

2.30 Vendor Question: “Does the County currently receive reporting on health outcomes seen within the population over time of providing services to the County employees?”

Brazoria County Answer: We do see changes for weights, diabetes, hypertension and cholesterol. We are open to receive more detailed reporting.

2.31 Vendor Question: “Does the County currently receive reporting on what the current engaged member cost the County’s health plan vs the non-engaged member?”

Brazoria County Answer: No

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Concentra Health Services, Inc.

LEGAL NAME OF CONTRACTING COMPANY

443.831.9251

TELEPHONE NUMBER

FACSIMILE NUMBER

440A4FD06D2047C...
Mike Rhine
SIGNATURE

Mike Rhine, EVP, COO – Onsite Health and Telemedicine
NAME AND TITLE PRINTED

*Addendum approved by:



10/15/2024

Susan P. Serrano, CPPB, C.T.P.M., C.T.C.M.
County Purchasing Director

Date

BRAZORIA COUNTY
VENDOR DATA SHEET☒ New Vendor ☐ Business Name Change ☐ Address Change ☐ Tax Info Change (W-9) ☐ OtherVENDOR NAME Concentra Health Services, Inc.COMPLETED BY: Erica Gerber DATE FORM COMPLETED: 10/31/24SAM.GOV: VENDOR D & B DUNS NUMBER: 09-919-0548 CAGE CODE: 1QX60Is vendor incorporated? ☒ Yes ☐ No; If incorporated: How incorporated: C corporation type Where incorporated: NevadaHas Name Changed in past two (2) years? ☐ Yes ☒ No If Yes, When _____

FORMER NAME: _____

5080 Spectrum Drive; 1200W Tower

PHYSICAL STREET ADDRESS (Cannot be P.O. Box)

Mike Rhine

PRIMARY PERSON AUTHORIZED TO EXECUTE A

FINANCIAL/BANKING AGREEMENT

Signed by:

Mike Rhine

SIGNATURE OF ABOVE INDIVIDUAL

Matt DiCanio

SECONDARY PERSON AUTHORIZED TO EXECUTE

A FINANCIAL/BANKING AGREEMENT

Signed by:

Matt DiCanio

SIGNATURE OF ABOVE INDIVIDUAL

www.Concentra.com

WEBSITE ADDRESS

Addison

CITY

EVP, COO - Onsite Health & Telemedicine

TITLE

michael_rhine@concentra.com

EMAIL ADDRESS

President

TITLE

matthew_dicanio@concentra.com

EMAIL ADDRESS

TX / 75001

STATE / ZIP

443 831-9251

TELEPHONE #

(800) 232.3550

TELEPHONE #

REMITTANCE INFORMATIONConcentra Medical Centers

REMIT TO NAME (If different from above)

PO Box 9005

REMIT TO ADDRESS

Angela Winkler

CONTACT PERSON/TITLE

EMAIL ADDRESS

Addison

CITY

972-341-9265

TELEPHONE #

TX 75001

STATE / ZIP

972-386-4151

FACSIMILE #

Is this the only remit address you have?

☐ Yes ☐ No

If no, please provide information:

PLEASE COMPLETE THE W-9 FORM & RETURN IT WITH THE VENDOR DATA SHEET
(NOTE: 1099 FORMS WILL BE SENT TO THE ADDRESS ON THE W-9)

**EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS TO
THE BRAZORIA COUNTY RFP #24-58 FOR
EMPLOYEE MEDICAL CLINIC**

1) Instructions to Respondents, Section 12.0 Insurance Requirements, Waiver of Subrogation

Section 12.0: The Contractor requests to add the following:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents, **except on the Professional Medical Malpractice Liability policy.**

2) Instructions to Respondents, Section 12.0 Insurance Requirements, Additionally Insured

Section 12.0: The Contractor requests to add the following:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance **and the Professional Medical Malpractice Liability insurance.**

3) Standard Terms and Conditions, Section 19 Wages

Section 19: The Contractor requests to add the following:

Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all **Contractor** employees; and all such **Contractor** employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

4) Standard Terms and Conditions, Section 38.1 Quantities

Section 38.1: The Contractor requests to add the following:

Brazoria County reserves the right to **request to** add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum **which must be in writing and signed by both parties.** Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

5) Special Requirements, Price Increase

Price Increase: The Contractor requests to amend the following:

Price Increase: ~~Requests for price adjustments must be solely for the purpose of accommodating an increase in the vendor's cost. A request for a pricing increase will be reviewed by Purchasing Department using the Producer Price Index (PPI) and/or Consumer Price Index (CPI) and any other research available to determine~~

market conditions favorable to the increase. If market conditions dictate an increase to an awarded vendor's cost, the awarded vendor may submit a request to increase pricing no later than thirty (30) days after receiving notice of the County's intent to renew the contract. Requests will only be considered at the time of renewal with written approval from the County. Additionally, the vendor must de-escalate pricing on a previously escalated item, if the decrease is appropriate, due to market conditions.

The request must be in writing and substantiated with supporting documentation (i.e., increase in manufacturers direct cost, etc.). The request shall be addressed to the County Purchasing Director, 111 E. Locust, Bldg. A 29, Suite 100, Angleton, Texas 77515. The request may also be emailed to the Contract Specialist listed in the solicitation. The awarded vendor's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the requests for price adjustments as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the termination provisions of the contract. At the beginning of each twelve (12) month period of this Contract, following the effective date, the Fees for the prior twelve (12) month period shall be automatically increased by three percent (3%), excluding the pass-through items.

6) Special Requirements, Non-Solicitation and Non-Recruitment

Non-Solicitation and Non-Recruitment: The Contractor requests to add a new Section Non-Solicitation and Non-Recruitment as follows:

Non-Solicitation and Non-Recruitment. The parties acknowledge and agree that the relationship between Contractor and its affiliate employees who work with Brazoria County in the performance of Services hereunder (each an "Affiliated Employee") constitutes a valuable asset of Contractor. During the Term of this Contract and for a period of one (1) year thereafter, Brazoria County shall not directly or indirectly recruit solicit or hire, as an employee or as an independent contractor (including as an employee of a new provider of similar services as those set forth herein), any Affiliated Employee of Contractor involved in providing Services to Brazoria County, without the prior written consent of Contractor. For the duration of this Contract and for one year thereafter, if Brazoria County either directly or through others hires any current or former Contractor Affiliated Employee (employed or contracted by supplier during the year preceding the date of hire by Brazoria County or such other party) to perform the same or a similar function, whether as an employee or independent contractor, Brazoria County shall pay an amount equal to the annual fee for such employee's Services as set forth in this Contract. 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 Contract 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 Brazoria County or some third party without Brazoria County or such other party having solicited such Affiliated Employee. This Section shall survive the termination of this Contract.

7) Special Requirements, Medical Records

Medical Records: The Contractor requests to add a new Section Medical Records as follows:

(a) Custodian. Contractor shall serve as the custodian of medical records created at the Onsite Center(s) during the Term of this Contract. 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 Contract. Brazoria County 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 Contract and Brazoria County's written request:

- i. Upon the termination of this Contract for any reason, Brazoria County 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. Contractor shall provide Brazoria County with such custodial agreement for execution. Brazoria County shall be solely responsible for any expense related to the transfer of medical records, including, but not limited to those arising from any retention of records required by law (including OSHA), any photocopies requested, any records/data requested to be provided in an electronic format and/or transferred to the Brazoria County or New Medical Provider(s), and such actual fees charged by electronic medical records vendors. The records shall be inclusive of all historical medical records related to the patient population of the Onsite Center(s).
- ii. The Brazoria County shall be invoiced for any production/conversion as a separate line item as a standard Service under this Contract, which must be paid in full prior to the release of the final set of data requested by Brazoria County or New Medical Provider(s). If historical medical records were provided to Contractor by Brazoria County or any third-party, such historical records shall be provided to Brazoria County or New Medical Provider(s) in the same manner and condition as provided to Contractor. Upon payment by Brazoria County, the parties will make best efforts to deliver and/or transfer such records within two (2) weeks, or a mutually agreed upon date.
- iii. If Contractor is replacing an existing third-party medical provided (a "Prior Medical Provider") as part of a transition of service at the Onsite Center, Contractor shall become the medical record custodian as of the open for business date of the Onsite Center and all parties must execute a custodial agreement thirty (30) days prior to the Onsite Center anticipated open for business date to ensure all parties' compliance with applicable laws. Brazoria County shall provide Contractor written notice of the intended format and delivery of all records created to Contractor sixty (60) days prior to the anticipated open for business date. Such delivery shall include any medical records, required data, software applications previously used, and required data conversions proposed. Any fees associated with such transfer of the above materials from the Prior Medical Provider shall be at the Brazoria County's sole expense.

(b) Access. Brazoria County 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.

This Section shall survive the termination of this Contract.

8) Insurance Requirements

Insurance Requirements: The Contractor requests to remove the following:

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Occupational Health Centers of the Southwest, P.A.

2 Business name/disregarded entity name, if different from above

Concentra Medical Centers

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 9005

6 City, state, and ZIP code

Addison, TX 75001

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

7 5 - 2 0 1 4 8 2 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Deanna Chappell

Date ►

11/1/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Graham Company, a Marsh & McLennan Agency, LLC company One Penn Square West Philadelphia PA 19102	CONTACT NAME: Concentra Unit PHONE (A/C, No, Ext): 215-567-6300 E-MAIL ADDRESS: Concentra_Unit@grahamco.com FAX (A/C, No): 215-405-2694
INSURED Concentra Health Services, Inc. c/o Select Medical Corporation 4716 Old Gettysburg Rd. Mechanicsburg PA 17055	INSURER(S) AFFORDING COVERAGE INSURER A: Columbia Casualty Company INSURER B: Liberty Mutual Fire Ins. Co. INSURER C: Allied World Assurance Company, AG INSURER D: Convex Insurance UK Limited INSURER E: Employers Insurance of Wausau INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 93051860**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Lia <input checked="" type="checkbox"/> \$1M Claim/\$3M Ag GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HAZ 4032244581-8	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-631-510199-324	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 3,000,000	Y	Y	HMC 4032235752	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
E C D	Property Excess Liability TX Employers Indemnity			YAC-L9L-477341-014 C023701-009 CXEL10430	1/1/2024 1/1/2024 4/1/2024	1/1/2025 1/1/2025 4/1/2025	SEE BELOW \$10M Each Occurrence \$5M Per Employee \$10M AGGREGATE \$25M AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIMARY LIABILITY POLICY includes General Liability Coverage on an Occurrence Basis and Professional Liability Coverage on a Claims Made Basis.

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis. Both Coverages are excess of a \$3,000,000 Self-Insured Retention each Occurrence/Claim subject to a \$18,000,000 Aggregate.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-10; Effective 1/1/2024-1/1/2025 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

See Attached...

CERTIFICATE HOLDER**CANCELLATION**BRAZORIA COUNTY
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON TX 77515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Graham Company,		NAMED INSURED Concentra Health Services, Inc. c/o Select Medical Corporation 4716 Old Gettysburg Rd. Mechanicsburg PA 17055	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244600-10; Effective 1/1/2024-1/1/2025 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-10; Effective 1/1/2024-1/1/2025 - \$100,000 Each Medical Incident/\$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244628-10; Effective 1/1/2024-1/1/2025 - \$500,000 Each Medical Incident/\$1,000,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-10; 1/1/2024-1/1/2025 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-10; 1/1/2024-1/1/2025 - \$1,000,000 Each Medical Incident/\$3,000,000 Aggregate Per Insured or Surgeon

PROPERTY COVERAGE: Risk of Physical Loss or Damage to Covered Property subject to policy terms and conditions.

CYBER LIABILITY - AIG Specialty Insurance Company - Policy ##01-476-75-23; Effective: 9/25/2023-11/25/2024 - Limit: \$10,000,000

EXCESS CYBER LIABILITY - Endurance American Specialty Insurance Company - Policy #PEO-0201-0413; Effective: 9/25/2023-11/25/2024 - Limit: \$10,000,000 Excess of \$10,000,000

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional services performed for or on behalf of the above Named Insured.

WORKERS' COMPENSATION: N/A - Qualified Non-Subscriber.

RE: CHS IS BIDDING ON RFP #24-58 TO PROVIDE MEDICAL SERVICES TO THE EMPLOYEES OF THE NAMED CLIENT.

Services will be provided at Brazoria County's employee health and wellness clinic, located at 20799 County Road 171 in Angleton, Texas

Brazoria County is an additional insureds on the above General Liability, Auto Liability and Umbrella Liability Policies if required by written contract.

Prior to loss, and if required by written contract, Waiver of Subrogation is provided on General Liability, Auto Liability, Umbrella Liability and Workers Compensation Policies for work performed under contract if permissible by state law.

Should any of the above described policies be cancelled before the expiration date thereof, Graham Company, a Marsh & McLennan Agency, LLC company will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon Graham Company, a Marsh & McLennan Agency, LLC company, its agents or representatives.



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Concentra Onsite Clinic

[XXX-XXX-XXXX] • [concentra.com/\[vanityurl\]](#)

[123 Street, Suite #] [City, State ZIP]

Concentra[®]
Onsite



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Onsite



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Good For You Healthy Living Clinic
[XXX-XXX-XXXX] • [concentra.com/\[vanityurl\]](#)
[123 Street, Suite #] [City, State ZIP]



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XYZCO Clinic

[XXX-XXX-XXXX] • [concentra.com/\[vanityurl\]](#)
[123 Street, Suite #] [City, State ZIP]

XYZCO

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Ask us about refilling
prescriptions online



Getting better starts here

Employee Health Clinic

All employees, join us for an open house at your new employee health clinic to:

- Meet our friendly clinicians
- Learn about our health care services
- Get answers to your questions

EVENT DETAILS

[XX/XX/XX] at [XX:XX]

or

[XX/XX/XX] at [XX:XX]

[123 Street, Suite #]

[City, State ZIP]

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Employee Health Clinic



Employee Health Clinic

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[123 Street, Suite #] [City, State ZIP]



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1234 Anywhere Road.
City Name, State, ZIP



Please join us for an open house at your new employee health clinic. Meet our friendly clinicians. Learn about all the health care services we have to offer you. And find a better way to become a healthier you. It's health care right where you need it. **Right here. Right for you.**

EVENT DETAILS

[XX/XX/XX] at [XX:XX]
or
[XX/XX/XX] at [XX:XX]
[123 Street, Suite #]
[City, State ZIP]

RSVP

[firstname.lastname]@concentra.com
or
by phone at [XXX-XXX-XXXX]
www.concentra.com/[vanityurl]

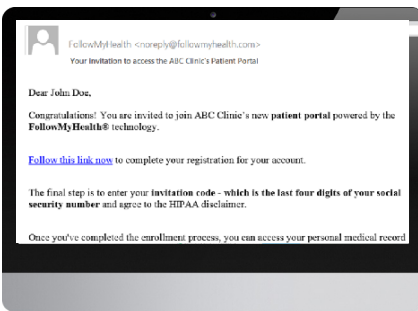
Getting better starts here



How to register for the Concentra Patient Portal

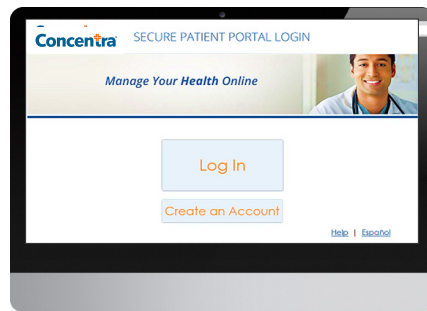
After you receive your registration email, it's easy to sign up for the Concentra Patient Portal and access your health records online. Just follow these simple steps to get connected today.

1



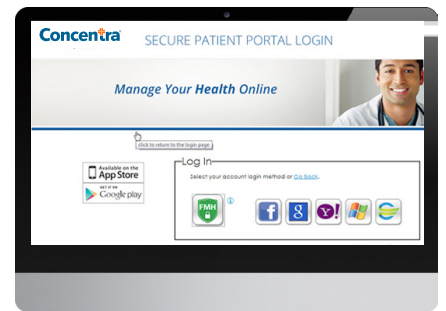
Open your registration email and click the link. The email will come from "FollowMyHealth" and contain your unique invitation code.

2



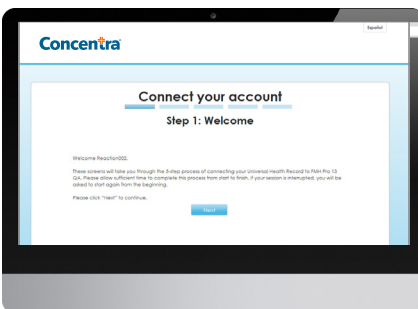
The link will lead to your login screen. Select "create an account." If you already have an FMH portal account and want to add this connection, select "add this connection."

3



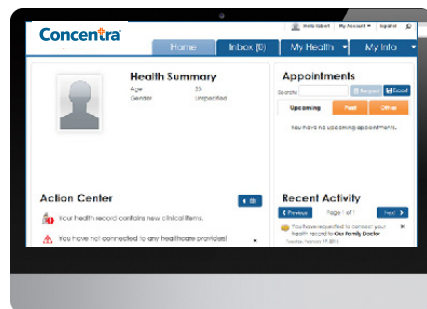
Choose a login method. Create your account by providing your email, a unique username, password, and the invitation code from your registration email.

4



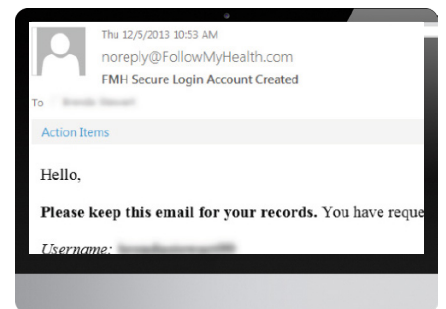
After creating your account, follow the instructions to connect to your medical record.

5



You now have access to the Concentra Patient Portal.

6



After exploring the portal, check your email. You will receive your username and password from FollowMyHealth. Please keep this for your records.



Manage your
healthcare online



Getting better starts here

Using the Concentra Patient Portal

The Concentra Patient Portal gives you secure access to your medical information. With the portal, you can:



Access your
medical records
anywhere, anytime



Request
prescription refills



Schedule
appointments online



Send and receive
secure messaging
with your
clinicians



Access your medical information on the go! Download the free portal app at your Apple or Android store. Enter **FollowMyHealth** in the search field.



Title

Subtitle

Trusted medical care. Conveniently close.

For 30 years, companies have trusted Concentra to care for their associates when injuries happen at the workplace. When injuries occur, our trusted and experienced physicians can help your employees get rapid treatment and back on the job faster, while helping employers navigate the workers’ compensation process – whenever and wherever an injury may take place. For quality and convenient care, trust the nation’s leading provider of occupational healthcare.

Concentra treats common non-emergent workplace injuries:

- Burns and abrasions
- Foreign bodies in the eye
- Fractures and cuts
- Injuries from falling or lifting
- Sprains and strains

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Addison

15810 Midway Rd.
Addison, TX 75001
972.458.8111

Carrollton

1345 Valwood Pkwy.
Suite 306
Carrollton, TX 75006
972.484.6435

Frisco

9756 Teel Pkwy .
Suite 350
Frisco, TX 75034
972.712.5454

Garland

1621 S. Jupiter Rd.
Suite 101
Garland, TX 75042
214.340.7555

Upper Greenville

5601 Greenville Ave.
Dallas, TX 75206
214.821.6007

Las Colinas

5910 N. MacArthur Blvd.
Suite 133
Irving, TX 75039
972.554.8494

Lewisville

2403 S. Stemmons Frwy.
Suite 103
Lewisville, TX 75067
972.829.2999

Mesquite

4928 Samuell Blvd.
Mesquite, TX 75149
214.328.1400

Plano

1300 N. Central Expwy.
Plano, TX 75074
972.578.2212

Redbird

5520 Westmoreland
Suite 200
Dallas, TX 75237
214.467.8210

Stemmons

2920 N. Stemmons Fwy.
Dallas, TX 75247
214.630.2331

Health Clinic Logo



Concentra.com



INVOICE

Concentra Health Services, Inc

Remit To:

PO Box 488
Lombard, IL 60148-0488
(888) 378-2566

Tax Id:
Account:
Invoice:

Balance:

Invoice Date:
Date Printed:

01/31/2024 - 01/31/2024
02/27/2024

Bill To:

Location:

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE.

Date	Name / PO Number	SSN / Birth date	Charge Description	Charge Amount	Pmts / Adjmnts
01/31/2024			CS-Laboratory Fees	603.06	
01/31/2024			CS-Medical Supplies	1055.48	
01/31/2024			CS-Medical Waste	63.12	
01/31/2024			CS-Medications	189.63	
01/31/2024			CS-Office Supplies	90.93	
01/31/2024			CS-Cell Phone	13.16	
01/31/2024			CS-Management Fee	2257.42	
01/31/2024			CS-Technology Fee	483.33	
01/31/2024			CS-Physician Oversight	2678.00	
01/31/2024			CS-Midlevel	16136.67	
01/31/2024			CS-Medical Assistant	6265.83	
01/31/2024	ADD HRS,		CS-Medical Assistant 1.92 HRS@\$36.15	69.41	
01/31/2024	MA,		CS-Over Time Pay 0.53 HRS@\$54.23	28.74	

Balance Due: \$29934.78

Remit To:
Account:
Inv Date:

Concentra Health Services, Inc

01/31/2024 - 01/31/2024

We appreciate your business. You can now pay online at
<https://payments.concentra.com/>. Online payments must be
made via credit card. Please contact our Central Business
Office at 888-378-2566 for additional information.

Page: 1/1

1. What Health Risk Assessment do you use and how long have you used it? List all risk factors you identify identified by the HRA and please provide a sample.

The health risk assessment (available in Spanish) we use is created by Global Health Metrics, a team of physicians, biostatisticians, and developers. Continuing work undertaken by the Centers for Disease Control and Prevention in the 1970s and the Carter Center of Emory University in 1986, this team's mission is to make the best health risk assessments available to patients, health providers, health organizations, state and local governments, service groups, business, and industry. Their software introduces the concept of the "risk age" and "target age," giving participants a goal of what they can do to improve their health and how they can get there using statistics of mortality risks for people in their age group with their health choices.

The following risk factors or included in our profile:

- General health (work/life balance, productivity, pain, dental hygiene, sunscreen/seatbelt use, and texting/accessing data while walking or driving)
- Lifestyle
- Physical activity
- Nutrition
- Tobacco/alcohol/drug use
- Stress
- Sleep
- Depression/anxiety
- Readiness to change
- eat healthier foods
- exercise more
- quit smoking
- reduce alcohol

Healthy Life HRA



This report explains your health risks as a 62 year old male.

Current Age

62

Risk Age

70.1

Target Age

65.2

Your risk age compares you to other people your age and sex for all causes of death

Your target age is what your risk age could be if you made changes to your lifestyle.

Your answers point to some changes you can make to reduce your risks and live healthy. Making lifestyle changes can reduce your risk age by 4.8 years.

What you can do to lower your risk age:



■ lower blood pressure ■ lower total cholesterol ■ lose weight
■ reduce alcohol use ■ never drive distracted

Guidelines for good health:

- A good systolic blood pressure is less than 130.
- A good total cholesterol is less than 200.
- Consider losing 22 pounds over the next 12 months.
- Alcohol in moderation is best
- You can wait, never drive distracted.

Routine preventative services recommended for men your age:

- Get a flu shot every year.
- Have your cholesterol and blood pressure checked.
- Get a dental exam regularly.
- All adults should get tested for HIV at least once as part of routine health care.
- See your doctor for colorectal screening.
- Adults born between 1945 and 1965 should be screened once for HCV infection.

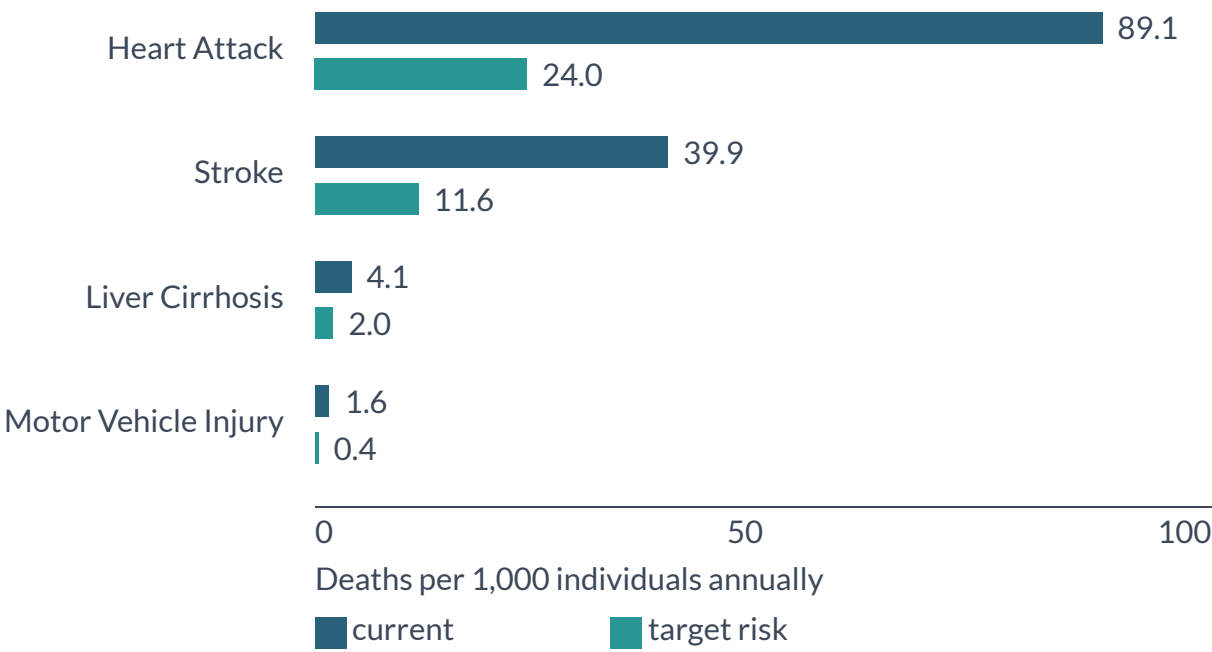
You are already doing things that keep your health risks low:

- Not smoking is the single best thing you can do for your health.
- You are taking a Health Risk Assessment (HRA)!
- HDL is "good cholesterol" and in general the higher the number the better. Your HDL is great!
- You use your seat belt.

General recommendations for everyone:

- Exercise briskly for 20-60 minutes at least three times per week
- Choose a variety of foods that are low in fat and high in fiber

Mortality Risks of the most common causes of death:



How to lower your risks:

- Heart Attack and Stroke: Avoid all tobacco products, maintain a healthy weight, and keep healthy blood pressure and cholesterol levels.
- Motor Vehicle Injury: Drive the speed limit, wear your seat belt, and don't drink and drive.
- Diabetes Mellitus: Control your weight and follow your doctor's advice.
- Lung Cancer: Avoid all tobacco products.

Stress Risk



Your stress level is similar to the average person. Keep in mind it is still important to keep track of any sources of stress in your life. Make time to do things that help you feel well. These could include exercise, eating healthy, getting enough rest and sleep and finding a coping mechanism that works well for you (e.g. meditation, breathing exercises, prayer).

Sleep Risk



You are currently at a slightly higher level of risk due to poor sleep quality than most people. It is important for you to

- Keep a consistent sleep schedule
- Get close to 7 hours of sleep per night
- Avoid screen time (phone, tablet, or TV) just before bedtime

If these strategies are not effective at helping with sleep, talk to your doctor.

Nutrition Risk



Your eating habits are average, but that means there is still plenty of room for you to eat healthier. Consider making small changes to what you eat and drink. You might try:

- Eating 1 more healthy food each day
- Eat 1 fewer unhealthy food each day
- Replace one sweetened drink with an unsweetened or lightly sweetened drink each day
- Replace a snack or desert with a piece of fruit or handful of nuts
- Cook a meal or vegetable with olive oil instead of butter

Mental Health

Depression Risk



Your answers show no sign of depression. This is a good sign for your overall mental health.

Anxiety Risk



Your answers show no signs of anxiety. This is a good sign for your overall mental health.

Physical Health

Body Weight Risk



Your BMI is 35.0, indicating your weight is in the obese category for adults of your height.

For your height, a normal weight range would be from 118 to 158 pounds.

People who are overweight or obese are at higher risk for chronic conditions such as high blood pressure, diabetes, and high cholesterol.

Cardiorespiratory Fitness Risk



Very High Risk: You have a much higher than average mortality risk based upon your cardiorespiratory fitness. You may be able to improve by exercising more often at a level that increases your heart rate. Talk to your doctor about beginning what exercise is right for you. For many people a good way to start exercising is to go for a regular walk. You can make exercise more fun by bringing a friend or a pet.

Cough and Hand Hygiene:

- You are at higher risk of contracting or spreading common diseases if you do not wash your hands. Washing your hands with soap and water for 20 seconds is the most effective way to prevent you and loved ones from becoming infected. Hand sanitizers are a good second choice to hand washing. In addition, do not touch your face, eyes, nose, or mouth. Cough into your elbow or a tissue, then wash your hands. When washing hands in a public place, use a paper towel as barrier to turn off water (and if possible to open the door) then discard the paper towel.
- If you are sick with symptoms of the cold or the flu, stay home and take care of yourself with over the counter medication. Call your local health care provider or your city or state hotline or your doctor for more information.
- If you have symptoms of shortness of breath or chest pain or other serious symptoms, you should seek medical care. Please contact your doctor or emergency room before coming in, if you can.
- Whenever possible, especially in public settings, stand or sit more than 6 feet away from people who are sick and at least 3 feet from everyone else. Substitute non-contact greetings for handshakes. Older adults and those with chronic health conditions should be vigilant and stay away from people as much as possible.

Action Plan

Print and complete this personal action plan with your healthcare provider. Keep it in your home to remind you of your commitment to living a healthy life.

My Health Goals

- ☐ Eat Healthy
- ☐ Exercise More
- ☐ Lose Weight
- ☐ Lower Blood Pressure

Specific Actions

- ☐ Eat some fruits and vegetables every day
- ☐ Avoid sodas and other sweetened beverages
- ☐ Limit my intake of fast food
- ☐ Take the stairs instead of the elevator
- ☐ Ride my bike or walk instead of driving
- ☐ Do some light exercise every day
- ☐ Replace high fat foods with leaner options
- ☐ Lower my sodium (salt) intake
- ☐ Always use a seat belt
- ☐ Drive within 5mph of the speed limit
- ☐ Never drink and drive or drive with a drunk person
- ☐ Wear my helmet while riding a bike
- ☐ Have my feet checked by my doctor
- ☐ Have an eye exam
- ☐ Complete an annual wellness visit
- ☐ Review my list of medicines with my doctor
- ☐ Get a cholesterol test
- ☐ Have my blood pressure checked
- ☐ Take my medicines as prescribed
- ☐ Get a flu shot
- ☐ Get a good night's sleep every night

My Signature

Provider's Signature

Date

Date

Deaths per 100,000 men over the next 10 years

This table shows the chances of you dying from different causes. The risk numbers are created by combining your answers with the results of scientific research. Higher numbers mean greater risk, and lower numbers mean lower risk.

Cause of death	Men on average	Men like you	Men like you who live healthy
1. Heart Attack	4219	8910	2395
2. Lung Cancer	2365	442	442
3. Emphysema/Bronchitis	1303	260	260
4. Stroke	621	3992	1163
5. Diabetes Mellitus	606	9177	9177
6. Stomach Cancer	549	549	549
7. Pancreatic Cancer	436	342	342
8. Colon Cancer	425	140	140
9. Leukemia	381	381	381
10. Liver Cirrhosis	369	407	203
11. Prostatic Cancer	368	368	368
12. All Other Unintentional Injury	323	323	323
13. Esophageal Cancer	304	165	165
14. Suicide	264	264	264
15. Influenza/Pneumonia	243	202	202

Provider Report

Your provider should discuss the information below with you:

Cardiovascular

Indicators	Risk Level	Assessed Values	Units
Weight	High	222	lbs
BMI	High	34.8	kg/m ²
Blood Pressure Medication		yes	
Total Cholesterol	Average	255	mg/dl

Personal Risk Factors

Indicators	Risk Level	Assessed Values	Units
Drunk Driving	Low	0	Trips/Month
Alcohol Use	Low	11	Drinks/Week
Depression Screen (PHQ)	Low	1	
Anxiety Screen (GAD)	Low	1	
VO ₂ max	Average	not answered	
ASCVD Risk	Patient has already had a cardiovascular event.		

Preventative Service Risks

Indicators	Risk Level	Assessed Values	Units
Last Colorectal Screening			

Report ID: 6EB-5211, Server Timestamp: 2024-02-15 18:45:22



REQUEST FOR PROPOSAL

Employee Clinic Services

Client Name: Brazoria County

Address: 111 E. Locust Street

Angleton, TX 77515

Nature of Business: SIC 9111 State/Local Government

Contract Effective Date: 2/1/2025

Question Due Date: Friday, October 11, 2024 - 4pm CST

Proposal Due Date: Friday, November 1, 2024 - 11am CST

Much effort has been made to provide all necessary and accurate information. It is the sole responsibility of the proposers to ensure that they

Please complete all questions enclosed in this Excel Workbook. An electronic Excel copy must be provided in your response, not a PDF version.

FIRM QUALIFICATIONS
How long has Your company been in business?
How long has Your company developed onsite / employer specific medical centers?
Type of Corporation or Entity of Your firm? S Corp, C Corp, LLC etc.
Does Your company have any potential conflicts of interest in developing a Medical Center or Clinic for Client?
Where is the location of the management team overseeing the Clinic?
Identify who the point person will be in working with HUB International/The Client.
Are there any lawsuits currently pending against Your company or any of the Senior staff and/or owners of Your company within the last 5 years?

Please provide full information regarding any claim filed against Your company or affiliated persons and/or owners of Your company within the last 5 years.

Disclose any active or planned mergers, sales, or acquisitions.

CLIENT / EMPLOYER PROFILE
INFORMATION

Total number of Clients over 1000 employees.

Total number of Clients that have been Clients for 3 or more years over 1000 employees.

How many total public sector Clients do You provide service for over 1000 employees?

How many Clients have You helped or been involved with, that terminated their Clinic (or plans to terminate) their Clinic? List the Client and contact information.

CONTRACTUAL TERMS

Client requires all suppliers use its' template Master Services Agreement (edits may be mutually agreed upon). Can You comply with this requirement? Please answer YES/NO. If "NO", please explain Your reasoning in detail.

Client request Monthly invoicing bill pass through for all contractual fees and cost. Can You comply with this requirement? Please answer YES/NO. If "NO", please explain Your reasoning in detail.

OTHER INFORMATION

Any other information that the proposer believes will be helpful to the Client in evaluating the proposer's ability to provide the services described in this RFP.

RESPONSE
45 years
31 years
Concentra is a large C corporation
No
1002 ABC Avenue Freeport, TX 77541
Erica Gerber Concentra Onsite Health 469.990.7525 (C)
Concentra is subject to certain legal proceedings, inquiries, claims, and disputes that arise from time to time in the ordinary course of business. Such claims and legal proceedings include employment matters, contractual issues, workers' compensation, professional liability, and general liability matters. Concentra employs various risk transfer methodologies to cover its exposure to risk, including various self-insured programs and high deductible programs. Concentra establishes reserves for its liabilities under those programs based on actuarial analysis that includes the elements of severity, frequency, and jurisdiction, with input from Concentra's legal representatives responsible for the defense of such claims. Concentra believes that its insurance coverage and the reserves established for its claims are sufficient for its operations. Concentra does not believe these legal proceedings or actions, individually or in the aggregate, will have a material adverse effect on our financial position, results of operations, or liquidity.

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RFP team should have content on file for this answer.

RESPONSE

80

72

11

Concentra has closed or transitioned 20 sites over the past 3 years for various reasons (client bankruptcy, site closure, consolidation of resources, etc...). Formal former client references can be provided upon request.

RESPONSE

Yes. Our Legal and Risk Departments reviewed the terms, conditions, and insurance requirements and made minor modifications to the language. We include these suggested revisions on the following pages. If Concentra is the successful bidder, we desire to engage in open dialogue with the County, review the proposed modifications, and ultimately create an agreement that not only outlines the schedule of services, but also protects the business interests of both the County and Concentra.

Yes we can bill supply, equipment, labs, furniture at monthly pass through cost.

RESPONSE

Our demonstrated experience includes operating a successful onsite program that provides only primary care and well-being services for Louisville Metro Government participants. Our 10-year presence has allowed for a significant impact on the overall health and well-being of employees and dependents at this location. Observed successes include:

- 62 percent reduction in urgent care costs
- 47 percent reduction in primary care medical claims costs
- 12 percent reduction in specialist medical claims costs
- 30 percent reduction in emergency care costs
- Five percent reduction in total claims costs
- More than \$100 PMPM savings for onsite clinic users versus those LMG participants who do not use the onsite clinic

For client who have their ROI measured, ratios range from 1.15-2.59:1.00. The ROI is dependent on the scope of services, program tenure, and program utilization.

To further supplement our advanced primary care solution, we made a significant investment in Epic, the one of the health care industry's top ranked electronic health record (EHR) and practice management suite. With its instant connections to broad interoperability networks, our onsite care teams have access to a more complete picture of a patient's health and risk. Epic gives us an enterprise-wide view, along with enhanced primary care and population health reporting and additional dashboards.

Concentra's corporate strategy is based on our commitment to differentiate ourselves based on the quality of our people, the quality of health care resources we make available, and the value per dollar that we deliver.

This strategy translates into distinct objectives designed to meet the needs of our onsite clinical customers. We provide:

- Immediate and attentive access to care
- High-caliber clinicians who provide exemplary care
- Proactive account management
- Health care services that empower patients
- Expedited return to work and productivity
- Injury prevention and education

Concentra applies evidence-based medicine principles and our extensive occupational health experience for a comprehensive approach to care. Recognizing that there is no other organization the same as the County, we would collaborate with you and learn from you to help ensure your onsite clinical model fully meets your needs and expectations.

Our solution:

- Is designed to meet the County's program requirements, lower health care costs, and increase your return on investment
- Observes evidence-based clinical guidelines and limits injured employees' time away from work
- Focuses on engagement and a superior health care experience for high levels of satisfaction and clinic utilization
- Includes proactive account management for ongoing program improvement
- Utilizes an industry-leading technology platform that enables robust data analytics, trending, and reporting capabilities

As part of our onsite clinic solution, Concentra recruits, hires, and trains highly skilled and experienced clinicians. We select only the finest professionals -- those who possess the characteristics most highly valued by patients -- to ensure an excellent health care experience.

This staffing and management approach:

- Provides convenient access to health services
- Ensures prompt and appropriate treatment in a warm, welcoming, and respectful environment
- Embraces the County's culture and work-life philosophies
- Encourages engagement with our skilled and compassionate clinicians and support staff
- Empowers the County's participants with tools and information supporting healthy lifestyle practices

ADMINISTRATION AND OPERATIONAL CAPABILITIES	YES or NO	COMMENTS
Can members schedule appointments online?	Yes	Participants would be able to request and make appointments in real-time through the patient portal, MyChart, associated with our electronic health record (EHR), Epic.
If yes, please include in comments how long Your company has utilized current online appointment scheduler?	Yes	Since January 2024
Can members schedule appointments thru a mobile app?	Yes	MyChart
If yes, please include in comments how long Your company has utilized current mobile device appointment scheduler?		Concentra implemented the Epic EMR system earlier this year which includes patient scheduling through MyChart.
Please provide your website and any needed access code to explore your services.	Yes	Concentra’s web address is www.concentra.com. There are no access codes needed to explore this site.
Does Your company have an online registration process? Please describe the process, including how the communication is sent to patient.	Yes	MyChart allows the user to register for the onsite visit. Patient forms and consents can be completed and messages sent to the onsite provider.
Does Your company have the capability to track cancellations and send a list of patient names to the Client on a weekly basis? Please describe.		Yes
Will Your company website be tailored and customized to Client?	No	We could provide a link on the County’s website to our website. We could also link to the portal, MyChart, which could be more impactful for the County’s participants.
If Yes, can the website be linked to the Client's website?	Yes	We could provide a link on the County’s website to our website. We could also link to the portal, MyChart, which could be more impactful for the County’s participants.
Does Your company provide a call center for scheduling appointments and dealing with member issues and/or complaints? If so, please provide normal hours of operation	No	Patients can call the onsite directly for scheduling. Concentra has a separate escalation process for member issues.
Are phone scheduling appointments done at the Clinic or at a different administrative office?	Yes	The scheduling of telephonic would occur at the onsite clinic.

How can the employee, retiree or dependent contact your company for member services after hours?	Yes	The network of care Concentra offers would include local urgent care providers (including Concentra medical centers within an acceptable distance), telemedicine services to diagnose and treat injuries after hours, and local community specialists. We would establish written protocols and communication procedures with the onsite clinic team to ensure there is immediate follow-up with an injured employee.
Do You offer a toll free Nurse Line/what would be the hours of operation?	Yes	Concentra offers a 24/7 nurse triage line option, staffed by expert nurses who help manage on-the-job injuries and illnesses and fulfill health and medication information needs. Nurses provide education and information to help employees determine the correct treatment setting and medical care for their health care concerns based on a thorough telephonic assessment of an employee's symptoms.
Does Your company offer online Physician Telemedicine services? If so, provide hours of availability.	Yes	<i>Concentra Telemed is an important aspect of our onsite suite of services and would help meet the needs of your employees through two different systems – each utilizing an easy-to-use video-based platform that can be accessed via a computer, tablet, or smartphone</i>
Does Your company provide ready to use templates for Client to customize and develop their own communication campaign?	Yes	Poor placements, customer complaints, and performance problems are handled similarly but may involve different Concentra stakeholders, depending on the issue. Generally, when a quality control issue or complaint is received, we collect all relevant information, communicate to the correct department/functional area, and document for review and resolution. Upon receipt, our leaders review the complaint and either resolve or request additional information within two business days. The relevant parties are notified of status or resolution. When identified, remedial action is taken to prevent future such issues or complaints and communicated as appropriate.
Does Your Nurse line or call center have multi-lingual capabilities? (Please describe if You are staffed with different languages and which languages or if You have contracted an interpreter service.)	Yes	All Concentra clinics have the availability to translation services that can be implemented. If a nurse line is implemented (separately billed service through an outsourced vendor), translation services can be made available.

Do You have a system in place to act on complaints received from Patients? Will a redacted log of sorts be available to the Client to track these complaints and outcomes?	Yes	<p>Generally, when a complaint is received, we collect all relevant information, communicate to the correct department/functional area, and document for review and resolution. Upon receipt, our leaders review the complaint (within 24 hours) and either resolve or request additional information within two business days. The relevant parties are notified of status or resolution. When identified, remedial action is taken to prevent future such issues or complaints and communicated as appropriate.</p> <p>Escalation Procedures Concentra has established escalation procedures to address both medical and service issues.</p> <p>Addressing a Medical Issue A medical issue involving the medical director or other center personnel is addressed as follows:</p> <ul style="list-style-type: none">- The medical director will meet with the client representative and any other relevant party to investigate the issue- All issues or perceived issues are discussed with the clinician- For any performance and/or behavioral issues that are identified, the clinician is provided expectations for improvement along with an action plan- The medical director defines the terms of performance improvement and provides a written summary of the issues and the action plan to the clinician for signature- The medical director monitors on-going performance- The medical director provides follow-up with the client representative to ensure expectations are being met and the issues are resolved <p>Addressing a Service Issue: A general service-related performance issue is addressed as follows:</p> <ul style="list-style-type: none">- Investigate the situation- Interview all parties involved- Involve Human Resources/Risk/Legal, if indicated- Involve medical leadership, if indicated- Conduct meetings with appropriate personnel and/or internal departments- Make determination and document an action plan- For any performance and/or behavioral issues that are identified, the team member will be provided expectations for improvement along with an action plan- Follow-up with the client representative for review and planning and to provide the resolution
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VENDOR REFERENCES

Name of Agency	Town of Palm Beach
Address	360 S. County Road Palm Beach, FL 33480
Contact Name	Gillian Barth
Phone Number	561-227-6326
Years of Service with Agency	3 years
Name of Agency	City of Baytown
Address	2401 Market Street, Baytown, TX, 77520
Contact Name	Joey Lopez
Phone Number	281-420-6523
Years of Service with Agency	4 years
Name of Agency	City of Delray Beach
Address	100 NW 1st Avenue Delray Beach, FL 33444
Contact Name	Alexa DeFranco
Phone Number	561-243-7377
Years of Service with Agency	10 years
Name of Agency	Denton ISD
Address	1307 N Locust St Denton, TX 76201
Contact Name	Chris Bomberger
Phone Number	940-369-0272

Years of Service with Agency	1.3 years
Name of Agency	Metro Nashville
Address	337 21st Avenue North, Nashville, TN 37203
Contact Name	Steve Cain
Phone Number	615-862-6464
Years of Service with Agency	10 years

DELIVERY OF CARE	YES/NO	COMMENTS
Does Your company provide specific practice protocols to Your hired or contracted physicians?	Yes	Yes. Concentra has comprehensive medical processed, workflows, procedures, and practice guidelines that define our practice. Our clinical teams and medical expert panels continually update to ensure our practices reflect the most current guidelines.
Does Your company provide Clinical or management persons to audit and/or review each physicians', nurse or other license medical personnel, and administrative persons' care and/or operations provided onsite?	Yes	Concentra monitors clinical metrics on all clinicians through our Clinical Analytics department. We have dashboards, and clinical quality measures that are reviewed monthly. We have have several operational audits including a Center Assessment Tool (CAT) that ensures the clinic is compliant and efficient.
Do You manage the performance of Your hired or contracted physicians? What is the process?	Yes	At a minimum, Concentra measures performance annually; however, at the manager's discretion, performance may be evaluated more frequently. New hires will have a 30-day and a 90-day evaluation. The client can provide feedback on staff members any time a concern arises as well as during quarterly meetings. Performance assessment and goal setting programs for each Concentra team member, regardless of role, are enforced to: •Ensure our team members have regular conversations (annual assessment and mid-year progress update and discussion) with their managers to align their individual goals with Concentra's business goals and to assess their progress against these goals and objectives •Create a process to provide objective feedback regarding team member behavior in addition to organizational expectations •Establish development plans to build team member skills and leadership capabilities
Does Your company provide its own lab testing, or do you contact with a lab testing facility? If contracted, please list the name of the facility(ies).	Yes	Concentra contracts with a preferred vendor, Quest Labs.
Does Your company provide PSA testing upon patient request? If not, please explain the requirements for a PSA to be completed.	Yes	Men should have a chance to make informed decisions with the onsite clinician and/or their personal health care provider about being screened for prostate cancer. Risk factors should be evaluated with each person and testing recommended in accordance with the latest cancer and preventive health guidelines.
Does Your company provide annual well-woman and well-man physicals?	Yes	The onsite clinican would be able to provide annual gender-specific examinations.
What is the treatment age minimum of dependent children enrolled in the Health Plan?	Yes	Two years of age and older.
Does Your company provide a Health Risk Assessment (HRA)?	Yes	

What Health Risk Assessment do you use and how long have you used it? List all risk factors you identify identified by the HRA and please provide a sample.	Yes	Global Health. The online HRA contains short questions in succession designed to ascertain a member’s willingness to consider and subsequently engage in behavior change—including stages of change, reluctance, and acknowledgment surrounding the following topics: general health (work/life balance, productivity, pain, dental hygiene, sunscreen/seatbelt use, and texting/accessing data while walking or driving), lifestyle, physical activity, nutrition, tobacco/alcohol/drug use, stress, sleep, and depression/anxiety.
Does Your company have the ability to conduct HRA questions electronically and by paper?	Yes	The HRA can be completed electronically, and results are immediately produced.
If yes, please comment a method and how frequently Your company provides verification of completed HRAs to the Client.	Yes	The frequency of reporting completion rates is dependent on how the County runs the opportunity to complete (open all year or for a 3 month timeframe (for example).
Describe how Your company would provide a system to assist HRA participants in completion of their questionnaires and the interpretation of their personal profile.	Yes	Concentra would create the appropriate instructions for participants to accurately complete and interpret the HRA results. Onsite staff would be available for questions, with the clinician performing consultation and results review to guide and support positive behavior change for ongoing health improvement. The provider report (that the participant can allow the clinician to view) outlines the risk levels of the various categories, allowing the prioritization of health improvement goals for each participant. The clinician would create communications of the resources that would be available to consult with participants for follow-up including individual appointments, group training sessions, on-line resources, and ongoing educational opportunities.
Describe the turn-around time for individuals to obtain their HRA results.	Yes	Upon completion of the online HRA, results are immediate.
Are there additional costs either administrative or other for using Your HRA?	Yes	
How would Your company identify high risk members?	Yes	Concentra tracks Healthcare Effectiveness Data and Information Set (HEDIS) measures with an emphasis on clinical quality measures. These measures help us assess and track, over time, the effectiveness of our primary care case management and preventive care initiatives. We have identified nineteen measures that are specific to onsite clinical services offered. With this tracking functionality, Concentra can develop additional effectiveness reporting.
Describe your methodology of tracking and intervening with high risk members on an ongoing basis.	Yes	Epic provides industry-standard care scores and risk scores that help clinicians and care managers determine which patients are at the highest risk or have the largest gaps in their care. Concentra also uses additional data sources to identify potential high-risk participants including biometric screening results, health risk assessment reports, claims data, physical examination information, diagnosed conditions in health clinic or via community provider, Concentra’s medical record data, and self-reported data from the participant.

Do you stratify members by severity of risk for complication? Please elaborate.	Yes	The HRA introduces the concept of the “risk age” and “target age,” giving participants a goal of what they can do to improve their health and how they can get there using statistics of mortality risks for people in their age group with their health choices. It provides recommendations for health improvement. Epic provides pre-built, easily configurable registries for many chronic diseases, such as asthma, CHF, diabetes, and hypertension. Epic also provides an ACO registry and wellness registries that group patients by age, sex, and contact. Registries compile data from multiple sources to drive real-time operational reporting as well as workflows. Reports can query the populations of patients identified from registries—a physician can run a report to identify their high-risk patients, patients with specific care gaps, or patients who have recently been hospitalized, for example.
Will Your company provide a secure portal for members to access Personal Electronic Health records?	Yes	Participants would be able to communicate with the care team using a variety of methods including the secure patient portal MyChart, in-person, via phone, and electronically. Using MyChart, participants would benefit from the convenience of anytime, anywhere, secure online access to the care team and their individual personal health records.
Is Your company's health portal the same portal for HRA completion, health records (including labs) and appointment scheduling? If not, please describe the various sites/portals.	Yes	N/A
Will Patient Medical Records be retained by the Client Clinic should this contract be terminated at a future date?	Yes	The contract would outline record retention language, outlining the method by which patient information shall be retained.
Describe your ability to communicate with an employee, retiree and dependent population that is geographically dispersed (provide examples).	Yes	Concentra can communicate with the eligible population across a large geographic area through a combination of at-home mailers, virtually through MyChart (the County’s patient portal), and the staff can travel to County departments to inform employees of services, perform limited services, and /or train staff in relevant health topics (being mindful that being in the onsite clinic treating patients is priority).
Does Your company identify high-risk members for targeted DM or Wellness Intervention?	Yes	Through our electronic health record, Epic, capabilities include real-time clinical decision support functions and functionality that automatically assigns patients to care plans for preventive care and disease management. These tools work behind the scenes, with the goal of automating simple decision-making and queueing up more complex decisions as part of the clinician’s natural workflow. This can be populated into various performance dashboards to aid in ongoing participant coaching and training.
When a disease has been identified, is there a standard procedure utilized to elevate the care provided to the member within the health plan?	Yes	It is imperative that the onsite clinician understand the medical programming available to members, including specialized services such as diabetes/hypertension home monitoring, nutrition/weight programs, etc.
Do You provide a specialized treatment plan for managing Diabetics? Explain the program.	Yes	Concentra would implement the standard screening programs (glucose, A1C monitoring) as well as evaluate other risk factors that place the patient at risk. We then would close care gaps (vision testing, podiatry visits, cardiac profiles) and evaluate for inclusion in nutritional/weight management programming. We would also work with the County's vendor if GLP-1 services are available (evaluating and adhering to the strict inclusion criteria for participants as required.

Do You contract with any Wellness or Health Management Vendors to facilitate Wellness or DM? Please provide name of company and a description of the services that either You outsource to them or they perform for Your company and/or Your Clients.	Yes	Our onsites clinicians will work with the County's DM and Wellness vendors for services. We are currently implementing care coordination teams, virtual behavioral health, and evaluating wellness programming vendors to further augment our services. We expect programming to be available in 2025.
Is there an outline of the structured DM programs that You manage and/or have processes for?	Yes	When necessary, we initiate treatment and provide ongoing management when a disease process escalates, such as asthma, diabetes, dyslipidemia, hypertension, and uncomplicated depression. We make referrals to specialists, as appropriate. In addition, our clinicians encourage employees to engage in all available employer-sponsored programs that may benefit the employee. Our clinicians continue to follow up with employees to ensure compliance and consistency, and to reduce or eliminate gaps in care. We also provide ongoing biological monitoring for health conditions such as A1C monitoring, blood pressure checks, blood work for cholesterol/lipid profiles, and more.
Does Your Clinic review and confirm individual member compliance with recommended DM programs?	Yes	This would be documented and tracked in Epic.
Does Your Clinic guarantee that contracted providers will not refer Client employees to their private offices to obtain additional compensation for the company's employees?	Yes	If occupational health services are not in scope at the onsite clinic, we would determine those community providers that the County desires to use.
Discuss the frequency and type of communications that eligible person receive throughout the program period.	Yes	Concentra would work with the County to learn about leveraging other communication channels available at your location, such as electronic messaging, materials on the patient portal, leveraging current County communication channels, flyers/poster to push health messaging and further promote the value and services of the onsite clinic and to demonstrate our united efforts on behalf of the health and wellness of your participants. Concentra Onsite Health offers an array of informational materials to help participants become familiar with
Do You and Your centers provide messaging for employees after hours when the center is closed?	Yes	Participants would have access MyChart anytime. We would create instructions for after-hours care instructions for participants as part of the implementation.
Is there a standard process for engaging an individual with an identified potential risk factor?	Yes	Concentra's clinical philosophy stems from our conviction that changing unhealthy behaviors is foundational to successful medical care, disease prevention, and health promotion. Realizing that changing unhealthy behaviors leads to life-long well-being, our care model focuses on supporting patients through an integrated approach that combines evidence-based primary and acute care practices with lifestyle management strategies to identify, prevent, treat, and manage risk factors and chronic diseases. We also emphasize increased patient / provider interaction, along with relationship building between the provider, the patient, and the patient's support and care teams, to generate optimal treatment outcomes, better overall health, and increased cost efficiencies.

Describe any and all outreach suggestions that You have previously managed to obtain better participation from people who have not participated.	Yes	Concentra typically tracks employee wellness participation through our implemented onsite technology platform, as each appointment with an onsite wellness coordinator is entered in the system. Additionally, the wellness coordinator keeps an attendance report for each onsite wellness event coordinated for an employer and can provide those upon request to help gauge employee participation. Concentra provides participation reports via the employer portal. Reports show only a listing of population data and participation reports (employees have completed their HRA or biometric screening); they do not identify member-specific data or health metrics.
How many average patients should be expected to be treated in an hour per medical provider?		2.2 patients per provider per hour
Will you utilize existing resources currently at Client location for clinic?	Yes	During implementation Concentra will perform a walkthrough to determine what equipment/supplies/furniture, etc.. would be available to the successful vendor. If determined that any additional equipment or supply is needed to meet the scope of services, we would discuss with the County as to how these would be procured (Concentra procures and bills as a pass-through cost or the County procures).
What is Your company's policy regarding walk-in appointments for sick/urgent care needs?	Yes	Employees who come to the onsite clinic with an issue requiring immediate attention are considered high priority and served right away. We keep appointment slots open in anticipation of such needs and track the utilization of these appointment slots over time. When it is determined that there is not an issue that requires immediate attention, the employee is seen if a clinician is available or encouraged to schedule the next available appointment slot. This helps minimize wait times and delays for both the employee and the other scheduled patients.
What days and hours of operation do you recommend?	Yes	The onsite clinic must have hours of operation that correlate to the employee shifts to ensure convenient access to health care services to support reducing lost productivity. In reviewing the current hours of operation and understanding the County's interest in expanding hours, we initially suggest the hours of operation to be Monday-Friday 7am-7pm.
Describe your availability to provide healthcare on nights and weekends.	Yes	After normal onsite clinic hours, the County's participants could access Concentra's dedicated telemedicine clinicians for the treatment of relatively minor work-related medical issues, including: <ul style="list-style-type: none">•Grade I/II upper/lower extremity strains/sprains•Minor neck and back strains/sprains•Bruises/contusions•Minor burns•Abrasions/scrapes•Contact dermatitis/rashes•Tendinitis/repetitive-use injuries•Bloodborne pathogen exposures

How many average patients should be expected to be treated in an hour per medical provider?	Yes	<p>Concentra offers several scheduling methods, including the ability to book an appointment via the patient portal within our electronic medical record (EHR) system. Concentra accommodates appointments within 24-48 hours and has comprehensive policies and procedures relating to appointment scheduling with defined criteria for prioritizing and sequencing visits. Appointment times vary by the type of condition seen. In general, we estimate the following:</p> <table><thead><tr><th>Visit Category</th><th>Condition</th><th>Clinician Time</th></tr></thead><tbody><tr><td>Occupational WC Injury Care (Uncomplicated)</td><td></td><td>20 minutes</td></tr><tr><td>Occupational WC Injury Care (Complicated)</td><td></td><td>30 minutes</td></tr><tr><td>Occupational Physical Examination</td><td></td><td>30 minutes</td></tr><tr><td>Urgent Care</td><td>Minor Illness or Injury</td><td>20 minutes</td></tr><tr><td>Urgent Care</td><td>Complicated Illness or Injury</td><td>30 minutes</td></tr><tr><td>Primary Care</td><td>Preventive Health Exam</td><td>45 minutes</td></tr><tr><td>Primary Care</td><td>New Patient Comprehensive Exam</td><td>45 minutes</td></tr><tr><td>Primary Care</td><td>Follow-up: Uncomplicated</td><td>15 minutes</td></tr><tr><td>Primary Care</td><td>Follow-up: Complicated</td><td>30 minutes</td></tr><tr><td>Physical Therapy</td><td>Initial Visit</td><td>45-60 minutes</td></tr><tr><td>Physical Therapy</td><td>Follow-up Visit</td><td>30-60 minutes</td></tr></tbody></table>	Visit Category	Condition	Clinician Time	Occupational WC Injury Care (Uncomplicated)		20 minutes	Occupational WC Injury Care (Complicated)		30 minutes	Occupational Physical Examination		30 minutes	Urgent Care	Minor Illness or Injury	20 minutes	Urgent Care	Complicated Illness or Injury	30 minutes	Primary Care	Preventive Health Exam	45 minutes	Primary Care	New Patient Comprehensive Exam	45 minutes	Primary Care	Follow-up: Uncomplicated	15 minutes	Primary Care	Follow-up: Complicated	30 minutes	Physical Therapy	Initial Visit	45-60 minutes	Physical Therapy	Follow-up Visit	30-60 minutes
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Physical Therapy	Follow-up Visit	30-60 minutes																																				
Will you utilize existing resources for clinic?	Yes	Concentra will leverage our recruiting department, implementation, local operational and medical resources, and onsite leaders to launch and progress the County's onsite program.																																				
What days and hours of operation do you recommend (including walk-in and sick program)?	Yes	The onsite clinic must have hours of operation that correlate to the employee shifts to ensure convenient access to health care services to support reducing lost productivity. In reviewing the current hours of operation and understanding the County's interest in expanding hours, we initially recommend the hours of operation to be Monday-Friday 7am-7pm, including walk-in and sick visits.																																				
Describe your availability to provide healthcare on nights and weekends.	Yes	<p>After normal onsite clinic hours, the County's participants could access Concentra's dedicated telemedicine clinicians for the treatment of relatively minor work-related medical issues, including:</p> <ul style="list-style-type: none">•Grade I/II upper/lower extremity strains/sprains•Minor neck and back strains/sprains•Bruises/contusions•Minor burns•Abrasions/scrapes•Contact dermatitis/rashes•Tendinitis/repetitive-use injuries•Bloodborne pathogen exposures <p>Concentra would identify health care facilities that have extended hours to accommodate the County participant's health needs. We are planning to expand virtual services in 2025 to include primary care telemedicine.</p>																																				

Additional Services	Comments
Mental Health Services-Clinic Screens for mental health problems and provides mental health care within the scope of primary care (i.e. anxiety and depression). For more complicated issues, clinicians refer to the EAP for counseling and/or psychiatry.	Concentra can provide the same level of support, or implement more dedicated resources if desired by the client.
The clinic currently has a waiting room, supply room, lab collection room, 2 restrooms (one for lab specimen collection), 2 offices, 4 patient rooms, ample space for flu shot clinics, HRA draw clinics, health classes, breakroom.	
Buildout potential for future growth.	
EKG machine, scales, medical supplies, vital sign rolling patient monitor stand, etc. are all purchased and owned by the Client.	
Plan participant dependents are treated beginning at 2 yoa.	Concentra can provide minor acute care, some ongoing care, well-child care, and sports physicals for children two years of age and older. We would refer cases requiring specialized treatment to a local, in-network community specialist.
The clinic does perform youth sports physicals.	Concentra can provide minor acute care, some ongoing care, well-child care, and sports physicals for children two years of age and older. We would refer cases requiring specialized treatment to a local, in-network community specialist.
The clinic currently provides services to one other entity, the City of Lake Jackson, whose labs are billed via pass-through and other services billed by Client.	
Does Your company have the ability to directly bill entities separately for services for their employees under the same contract with the Client?	Yes, but would require further discussion with the client.

The clinic provides 6 on-site HRA drives each year at various locations throughout the County. Is Your company able to provide the same service? If not, please describe what could be provided.	Yes
The clinic also provides on-site HRA drives at the clinic 2 weeks each year. Is Your company able to provide the same service? Please explain.	Yes
The clinic also provides on-site flu vaccine drives at the clinic 2 weeks each year. Is Your company able to provide the same service? Please explain.	Yes
Please describe how and how often Your company provides utilization reports to clients. Include an example of a report.	Concentra provides comprehensive monthly, quarterly, and annual stewardship reports to detail critical information that demonstrates our performance at the onsite clinic and highlights the positive influence it has on the health of our client's employees. Our stewardship reports provide metrics, key performance indicators, and actionable insights specific to your program, and allow Concentra the opportunity to illustrate the impact of both direct and indirect costs when evaluating ROI. We invest a significant amount of time and money to ensure our client reporting stays innovative and relevant by soliciting input and feedback from employers and industry experts.
Please describe how and how often Your company provides financial reports to clients for payment. Please note, office supplies are currently ordered by clinic staff, but paid for by Client directly to Office Depot.	Concentra provides invoices on a monthly basis.

COMPLIANCE AND HIPAA	YES/NO
Is Your firm fully compliant with all HIPAA requirements?	Yes
Will You have a designated Privacy Officer in the Clinic and provide their resume?	
Are the storage methods HIPAA compliant?	Yes
Describe any and all systems put in place to assure PHI privacy and data security?	Yes
How do You store medical records?	Yes
Do You comply with specific state regulations for Wellness programs?	Yes
Have your Network Security Systems ever been breached? Describe in comments.	Yes
Is your firm CLIA Compliant?	Yes

COMMENTS

Concentra takes the privacy, security, and protection of confidential and personal information very seriously and we have enterprise-wide strategies and industry-leading technologies to maintain compliance with the HIPAA Privacy and Security Regulations.

Concentra's current privacy officer is Bob Breighner, VP Compliance and Compliance/Privacy Officer: 717.975.4535 | rbreighner@selectmedical.com

Concentra has comprehensive policies and procedures outlining the procurement, inventory, storage, monitoring, and security of pharmaceuticals and supplies at the onsite clinic. Regarding medications, Concentra's clinicians develop a formulary that is designed for the specific needs of each client that is used at each site. Concentra's local medical operations team will identify par levels of each medication based on the utilization of that medication at the onsite and the clinician's preference. Ordering of new medications occurs twice weekly and more often as needed. The pharmaceuticals are placed in a locked cabinet and inventory is monitored daily and recorded.

Concentra's Compliance department incorporates all aspects of HIPAA, information security, privacy, and compliance into our initial team member training upon hire and annually thereafter. New privacy and security laws and challenges including high-profile topics such as phishing, social engineering, and data handling procedures are communicated through corporate communications (e.g., Concentra intranet, internal newsletters, and face-to-face educational programs) on a quarterly basis. We have HIPAA policies and procedures in place to ensure ongoing compliance with the HIPAA Privacy and Security Regulations

Our electronic health record contains the medical records within our secured databases, which are logically segmented from other customer databases and are within encrypted daily, weekly, and annual backups.

Concentra's programming complies with local, state and federal wellness regulations such as GINA, the EEOC, ACA, and HIPAA.

In 2011, an unencrypted laptop was stolen from a Concentra facility. Pursuant to a Resolution Agreement entered between Concentra and the Office Civil Rights, Concentra prepared and implemented a corrective action plan. That plan included the development and implementation of a risk management plan, encryption of devices, and security awareness training. In 2015, Concentra was informed by one of its vendors, Medical Informatics Engineers (MIE) that one of MIE's systems used to provide services to Concentra and several other health care providers had been breached in a cyber-attack. At no time were Concentra's own data security systems exposed. Concentra worked with MIE to ensure that MIE appropriately notified impacted patients and took steps to reduce any impact of the breach, including the provision of free credit monitoring service. Concentra also worked with MIE to be certain that MIE took appropriate steps to resolve the cause of the breach. None of the services performed for UNUM involve the MIE system.

In November of 2023, Perry Johnson & Associates, Inc. ("PJ&A"), notified Concentra that certain information related to particular Concentra patients was potentially affected by a cybersecurity event. This event occurred solely at PJ&A and was not the result of any activities or inactions on Concentra's part. Both issues have been remediated.

We would apply for a CLIA-waiver to perform point of care testing and to collect laboratory collections.

CREDENTIALING AND QUALITY MANAGEMENT	YES/NO	COMMENTS
Provide chart audits for each provider on a monthly basis for adherence to Clinical protocols along with remediation plan.	Yes	This is Concentra's standard medical practice.
Provide annual Facility audits along with security risk assessment in accordance with HIPPA/HITECH.	Yes	Onsite medical clinic audits will be performed by operations 2x/year using our Compliance Audit Tool (CAT). The results will be shared with client and any corrective action plan will be prioritized and enacted within 30 days or in a mutually determined reasonable timeframe. Security risk assessments are performed by our IS Department.
Evaluate and update policies and procedures, protocols, etc.	Yes	Concentra has operational and medical expert panels who continually monitor, document, update, and enforce all of Concentra's policies, procedures, workflows, and protocols that define our medical practice that is operational in 44 states. Policies have review schedules when created and this is monitored by our Knowledge Management Department.

COMMUNICATION/PATIENT DEVELOPMENT	YES/NO	COMMENTS
Official Website	Yes	WWW.Concentra.com
Newsletters	Yes	During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.
Social media Campaigns	Yes	During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.
Location meet and greets	Yes	During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.
Open House Visits	Yes	During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.
Monthly health initiative campaigns	Yes	During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.

DATA REPORTING/VENDOR INTEGRATION	YES/NO
Can Your company provide detailed claims data for exporting to contracted carrier/TPA using standard CPT-4 Coding?	Yes
Will Your Company agree to receive the Biometric Files on all participants for DM outreach programs?	Yes
Will Your company agree to work with all Health plan vendors to secure high risk individual medical information to be used in DM outreach programs?	Yes
Agree to receive Health Plan eligibility files from the Health Plan?	Yes
Agree to contract with Carrier/TPA as a credentialed Medical Clinic for Fee for Service Plan development?	TBD

COMMENTS

Concentra prefers to create a file extract to transmit biometric results to the DM provider. We perform this for many of our clients currently.

We would need to understand the technical requirements of this request.

We have a standard format for the eligibility file.

Would require further discussion with client

LEGAL REQUIRMENTS/QUALITY MANAGEMENT	YES/NO	COMMENTS
Will Your Company fully indemnify Client, any employee or representative of Client for any and all law suits and claims resulting in the operations and delivery of care provided by the Clinic?	Yes	Pursuant to Section 15 of Brazoria County's Standard Terms and Conditions
Describe any and all legal liability that Client may have in implementing a Medical Center/Clinic that Your company will not indemnify.		Concentra will indemnify Client as described in Section 15 of Brazoria County's Standard Terms and Conditions
Will There be any Contractors not directly employed by Your company? If so, will those Contractors be held to the same terms and conditions of the contract between Your Company and the Client? Will You disclose all Contractors and their responsibilities?	No	
The Client reserves the right to Audit all services, costs, operations of the Clinic either directly or through an authorized Agent.	Yes	We would define the extent to audit services and information prior to authorizing these audits.
The Clinic will become a Business Associate of the Client's Health Plan and maintain the confidentiality of Patient's Medical, Financial, and all personal information.	Yes	Concentra is a Covered Entity pursuant to HIPAA and will function as a Business Associate where appropriate

Benefit	Contracted Client Vendor
Medical	Self-funded through Aetna
Pharmacy	Self-funded through Aetna
Health Risk Assessment	Next Level (County Employee Clinic)
Biometrics	Next Level (County Employee Clinic)
Case/Care/Disease Management	Self-funded through Aetna
Employee Assistance Program	Aetna Resources for Living
Telehealth	RediMD

Description of Service Fee or Expense	Cost Per Participant	Projected Annual Participation	Estimated Annual Cost to Client	Comments
Primary Care/ Diagnostic/ Treatment and Manage Referrals	N/A	N/A	N/A	Included in Total Program costs
Disease Management	N/A	N/A	N/A	Included in Total Program costs
Preventive Services And Regular Exams (including well-woman and well-man annual exams)	N/A	N/A	N/A	Included in Total Program costs
Sports Physicals	N/A	N/A	N/A	Included in Total Program costs
Minor Emergency/Urgent Care (includng castings)	N/A	N/A	N/A	Included in Total Program costs
Common laboratory tests	N/A	N/A	\$ 11,294	Estimated projection - Pass-through as incurred
Quick Test Labs	N/A	N/A	N/A	Included Common Laboratory Test above.
Immunizations, Vaccinations, Injections And Allergy Management	N/A	N/A	\$ 20,025	Estimated projection - Pass-through as incurred
Health Risk Assessment / Biometric Screening/Active Wellness Program	N/A	N/A	\$ 1,500	HRA
Health Fairs/ Education/Newsletters	N/A	N/A	N/A	Included in Total Program costs
Electronic Medical Records	N/A	N/A	\$ 26,700	Epic (including patient portal MyChart) - ongoing Fee
Social Media Communication/Clinic Website	N/A	N/A		There would not be a County-specific clinic website created - digital comm in line 11
Telephonic Engagement/Consults And Nurse Lines For Existing Patients	N/A	N/A	N/A	Virtual provider visits are available via MyChart; a nurse line would be outsourced at an additional per call cost

Transitional Care Simulating Medical Home Concepts/Consultations	N/A	N/A		We are unsure of what transitional care would include the onsite clinic - additional information and discussion is needed.
Common pre-packaged medications/supplies (diabetes test strips, lancets)	N/A	N/A	32955	Estimated projection - Pass-through as incurred
Mental Health Care and Referrals	N/A	N/A		Mental health screenings are included in the service; care would be referred to community providers. We have additional capabilities that can be discussed.
Other Fees				
Description of Service Fee or Expense				
Hardware Ongoing Fee	N/A	N/A	13200	Ongoing Fees Annual Hardware
Management Ongoing Fee	N/A	N/A	182260	Ongoing Management Fee
Network and Technology/Software Installation	N/A	N/A	31100	One-Time Fee
Implementation Fee	N/A	N/A	5400	One-Time Fee
Data Feed Configuration	N/A	N/A	2500	One-Time Fee

Please include a listing of all CPT Codes which may be utilized.

Code	Specific Procedural Codes	Yes Or No
99201	Level 1 New Brief Visit	Yes
99202	Level 2 New Expanded Visit	Yes
99203	Level 3 New Detailed Visit - Telemedicine	Yes
99204	Level 4 New Complex Visit	Yes
99205	Level 5 New Comprehensive Visit	Yes
99211	Level 1 Return Min Visit	Yes
99212	Level 2 Return Brief Visit	Yes
99213	Level 3 Return Expanded Visit - Telemedicine	Yes
99214	Level 4 Return Complex Visit	Yes
99215	Level 5 Return Comprehensive Visit - Significant,	Yes
99241	Level 1 Brief Office Consultation	Yes
99242	Level 2 Expanded Office Consultation - Significant	Yes
99243	Level 3 Detailed Office Consultation	Yes
99244	Level 4 Complex Office Consultation	Yes
99245	Level 5 Comprh Office Consult	Yes
11730	Avulsion Nail Partial/complete Simple; single	Yes
11732	Avulsion Nail Repair Additional Nails	Yes
11740	Subungal Hematoma Evacuation	Yes
11750	Excision:Nail/Nail Matrix	Yes
11760	Nail Bed Repair	Yes
11762	Nail Bed Repair W/ Graft	Yes
11765	Wedge Excision, Toenail	Yes
11900	Inj, intralesional;up to 7 lesion	Yes
1191M	Impairment Rating by AP, standard	Yes
12001	Simple Rep (Scalp/trunk/extremities/hands/feet) <	Yes
12002	Simple Rep (Scalp/trunk/extremities/hands/feet) 2	Yes
12004	Simple Rep (Scalp/trunk/extremities/hands/feet) 7	Yes
12005	Simple Rep (Scalp/trunk/extremities/hands/feet) 1	Yes
12006	Simple Repair, 20.1-30.0cm	Yes
12011	Simple Repair:Face,etc < 2.5cm	Yes
12013	Simple Repair:Face,etc 2.6-5cm	Yes
12014	Simple Repair:Face,etc 5.1-7.5cm	Yes
12015	Simple Repair:Face,etc 7.6-12.5 cm	Yes
12016	Laceration Simple 12.6cm to 20.0cm	Yes

12020	Tx of superficial wound dehiscence; simple closure	Yes
12021	Wound Tx superficial with packing	Yes
12031	Interm Rep (Scalp/trunk/extrem excluding hands/fee	Yes
12032	Interm Rep (Scalp/trunk/extrem excluding hands/fee	Yes
12034	Interm Rep (Scalp/trunk/extrem excluding hands/fee	Yes
12035	Laceration Repair, Interm, 12.6-20.0cm	Yes
12037	Intermediate laceration over 30.0cm	Yes
12041	Interm Rep (neck/hands/feet) < 2.5cm	Yes
12042	Interm Rep (neck/hands/feet) 2.6-7.5cm	Yes
12044	Layer Closure, Wounds	Yes
12045	Lay Clos.Of Wou.12.6cm-20.0cm	Yes
12051	Interm Rep (face/lips/ears/mucous mem) < 2.5cm	Yes
12052	Interm Rep (face/lips/ears/mucous mem) < 2.6-5cm	Yes
12053	Interm Rep (face/lips/ears/mucous mem) 5.1-7.5cm	Yes
13100	Complex Rep Trunk 1.1-2.5cm	Yes
13120	Complex Repair 1.1-2.5cm (scalp,arms,legs)	Yes
13121	Complex Repair 2.6-7.5cm (scalp,arms,legs)	Yes
13122	Complex Scalp/Extrem excluding hands/feet each add	Yes
13131	Complex Repair 1.1-2.5 cm (forehead,chin,hands,fee	Yes
13132	Complex Repair 2.6-7.5 cm (forehead,chin,hands,fee	Yes
13133	Complex Repair Face/Hands/Feet each additional 5cm	Yes
13151	Rep, Com, 1.1-2.5cm	Yes
13152	Rep,Comp, 2.6-7.5cm	Yes
13160	2nd Clos.of Surg. Wou/Deh,Ext-Comp	Yes
14000	Adjacent tissue transfer or rearrangement	Yes
14001	Defect 10.1 sq cm to 30.0 sq cm	Yes
1400W	Activity Coaching Initial Assessment Per 15 Min	Yes
1401W	Activity Coaching Reassessment Per 15 Min	Yes
14020	Adjacent tissue transfer/rearrangmt - Right Side P	Yes
14021	Defect 10.1sq cm to 30.0sq cm - Right Side Procedu	Yes

1402W	Activity Coaching Intervention Per 15 Min	Yes
14040	Tissue Transfer, Facial 10sq cm or Less - LEFT HAN	Yes
14301	Adjacent tissue transfer	Yes
14302	Adjacent tissue transfer or rearrangement, any are	Yes
15002	Srgcl prep recpt by exc opn wnd; frst 100sq cm or	Yes
15004	Surgical Prep of creation of recpt site by excisio	Yes
15120	Split graft, first 10sq cm or less - RIGHT HAND, S	Yes
82040	Albumin:Serum	Yes
82043	Urine,microalbumin,quantitative	Yes
82075	Breath Alcohol Test	Yes
82085	Aldolase	Yes
82108	Aluminum Serum	Yes
82140	Assay Of Ammonia	Yes
82150	Amylase, Serum	Yes
82175	Arsenic, Urine	Yes
82247	Bilirubin: Total	Yes
82248	Bilirubin: Direct	Yes
82270	Occult Blood	Yes
82300	Urine Cadmium	Yes
82306	Vitamin D; 25	Yes
82310	Calcium: Total	Yes
82330	Calcium Ionized	Yes
82375	Carbon Monoxide - Quantitative	Yes
82378	CEA,(Carcinoembryonic Antigen)	Yes
82441	Chlorinated hydrocarbons, screen	Yes
82465	Cholesterol, Total	Yes
82480	Cholinesterase: Serum	Yes
82482	Cholinesterase: RBC	Yes
82495	Chromium	Yes
82540	Creatine	Yes
82550	CPK (Creatine Kinase): Total	Yes
82552	Creatinine, Isoenzymes, Quantitative, Any Source	Yes
82553	MB fraction only	Yes
82565	Creatinine: Blood	Yes
82570	Creatinine; other source	Yes
82607	Cyanocobalamin (vitamin B-12)	Yes
82652	Dihydroxyvitamin D, 1,25-	Yes
82728	Ferritin	Yes

82746	Folic Acid	Yes
82784	Gammaglobulin; IgA,IgD,IgG,IgM,each	Yes
82785	IgE: Gammaglobulin	Yes
82947	Glucose: Blood - Quantitative	Yes
82948	Glucose,Finger Stick	Yes
82977	Assay Of GGT	Yes
83001	Gonadotropin (FSH)	Yes

Clinic

Position or Expense	Current Staffing Levels	Number of Positions Recommended	Mgmt Fee or Direct Pass-through	Projected Annual Salary/Cost	Comments
Health Care Practitioners					
MD	1	Oversight		\$ 54,600.00	Physician Oversight shall include up to 15 hours a month
NP or PA	1	1.6		\$ 364,752.58	Total annual cost for 1st and 2nd Shift
RN					
LVN	2	1.6		\$ 168,569.00	Total annual cost for 1st and 2nd Shift
Medical Assistant					
Other Staff					
Total Estimated Annual Cost				\$ 587,921.58	

MATERIAL DESCRIPTION	UM	Quantity	UNIT PRICE	Annual Cost
ADHESIVE, SKIN LIQUIBAND EXCEED (10/BX 6BX/CS)	EA	1	\$16.70	\$16.70
ALBUTEROL SULFATE, SOL INH .083MG/ML 3ML (25/BX)	BX	2	\$7.25	\$14.50
AMMONIA, AMP .3ML INH (10/PK)	PK	1	\$0.00	\$0.00
ANKLE BRACE, UNIV 10"	EA	2	\$7.60	\$15.20
ANKLE WALKER, MAXTRAX W/AIR MED	EA	3	\$31.44	\$94.32
ARMSLING, UNIV SZ	EA	4	\$2.18	\$8.72
BANDAGE, ADHSV FABR SPOT 1" (100/BX 24BX/CS)	BX	8	\$2.01	\$16.08
BANDAGE, COBAN LF ASTD 2"X5YDS(36/CS)	CS	6	\$30.48	\$182.88
BANDAGE, ELAS SLF CLSR DLX 3"X5YDS (10RL/BX 5BX/CS)	RL	10	\$1.08	\$10.80
BASIN, EMESIS TURQ 10" (250/CS)	EA	10	\$0.23	\$2.30
BATTERY, AED POWER HEART G3 LITHIUM 12V	EA	1	\$0.00	\$0.00
BATTERY, RECHARGEABLE 3.5V	EA	2	\$0.24	\$0.48
CANNULA, O2 W/EAR CUSHION ADLT7'TU (25/CS)	EA	2	\$1.02	\$2.04
CEFTRIAZONE, SDV 250MG (10/BX)	EA	6	\$8.14	\$48.84
CEFTRIAZONE, SDV 250MG (10/BX)	EA	4	\$8.14	\$32.56
CEFTRIAZONE, SDV 500MG/15ML 15ML (10/BX)	EA	2	\$8.14	\$16.28
COLLECTION SET, BLD SAFETY LUER ADPT 23GX3/4"(50/B	BX	1	\$75.94	\$75.94
COLLECTION SET, BLD W/SFTY SHLD STR 21GX3/4" (50/BX 10BX/CS)	BX	26	\$75.94	\$1,974.44
COLLECTION SET, BLD W/SFTY SHLD STR 23GX3/4 (50/BX 10BX/CS)	BX	7	\$75.94	\$531.58
COLLECTOR, SPECIMEN COMMODE WHT 27OZ (100/CS)	EA	20	\$0.53	\$10.60
CONTAINER, SHARPS COLL HORIZ RED 5QT (10/BX 2BX/CS)	BX	2	\$26.50	\$53.00
CONTAINER, SHARPS RED 1QT (80/CS)	EA	16	\$2.65	\$42.40
CONTAINER, SHARPS RED 2GL (20/CS)	EA	16	\$2.65	\$42.40
CONTROL KIT, PREG HCG (1/BX)	BX	1	\$18.03	\$18.03
CONTROL, BLD GLUC LEVEL 1 TRUEMETRIX (1/BX 24/BX)	BX	1	\$5.44	\$5.44
CONTROL, BLD GLUC LEVEL 2 TRUEMETRIX (1/BX 24BX/CS)	BX	1	\$5.44	\$5.44
CONTROL, URINE DROPPER LEV1&2 10ML (6/BX 10BX/CS)	BX	2	\$118.96	\$237.92
COVER, PROBE ORAL SURETEMP DISP (250/BX 30BX/CS)	BX	11	\$3.05	\$33.55
DEBROX, DRP 6.5% 0.5OZ	EA	1	\$5.98	\$5.98
DEPO-MEDROL, VL 80MG/ML 1ML	EA	2	\$36.72	\$73.44
DEXAMETHASONE, SDV 4MG/ML 1ML (25/CT) APPPHM	EA	10	\$39.48	\$394.80
DISP SYSTEM, PHAR RETRN 8X8X15MEDFLATS LG (12/CS)	EA	1	\$152.91	\$152.91
ELECTRODE, DEFIB DISP ADLT (2/ST)	ST	1	\$0.00	\$0.00
EYE WASH FOUNTAIN, SINK MOUNT	EA	1	\$124.90	\$124.90
FLUCELVAX 2017, QUAD SYR 0.5ML(10DOSE/BX)	BX	40	\$2.64	\$105.60
GLOVE EXAM NITRL 3.5C PF BLU MED (200/BX)	BX	21	\$2.64	\$55.44
GLOVE EXAM NITRL 3.5C PF BLU SM (200/BX)	BX	1	\$2.64	\$2.64
GLOVE EXAM NITRL 3.8 PF BLUE LG (100/BX)	BX	3	\$2.64	\$7.92
GLOVE EXAM NITRL 3.8 PF BLUE MED (100/BX 10BX/CS)	BX	4	\$2.64	\$10.56
GLOVE EXAM NITRL 3.8 PF BLUE SM (100/BX)	BX	2	\$2.64	\$5.28
KENALOG-40, VL 40MG/ML 1ML	EA	25	\$11.35	\$283.75
KETOROLAC TROMETHAMINE, SDV 60MG/2ML (25/PK)	EA	2	\$22.52	\$45.04
KETOROLAC TROMETHAMINE, SDV 60MG/2ML (25/PK)	EA	26	\$22.52	\$585.52
LAMP, REPLCMNT F/03100 OTOSCOPE 3.5V (6/BX)	EA	1	\$12.49	\$12.49
LANCET, TWIST 28G (100/BX 50BX)	BX	10	\$8.38	\$83.80
LANCET, TWIST 28G (100/BX 50BX)	CS	1	\$8.38	\$8.38
METER KIT, BLD GLUC TRUEMETRIXSNGL PT (1/BX 6BX/CS)	CS	4	\$196.79	\$787.16
NEBULIZER, PED MASK AERO RESPIREX LF CLR 7' TU (50/CS)	EA	20	\$1.57	\$31.40
NEBULIZER, PED MASK AERO RESPIREX LF CLR 7' TU (50/CS)	CS	1	\$1.57	\$1.57
NEBULIZER, PULMONEB COMPRESSOR	EA	1	\$113.13	\$113.13
NEEDLE, HYPO ECLIPSE SAFETY 18GX1 1/2" (100/BX)	BX	1	\$14.46	\$14.46

NEEDLE, HYPO ECLIPSE SAFETY 25GX1 1/2"(100/BX)	BX	2	\$14.46	\$28.92
NEEDLE, HYPO ECLIPSE SAFETY 25GX1" (100/BX)	BX	3	\$14.46	\$43.38
PACKING STRIP, IODFRM 5% 1/4"X5YDS STR	BT	2	\$4.97	\$9.94
PACKING STRIP, PLAIN 1/4"X5YDSSTR LF (12	BT	1	\$4.00	\$4.00
PAD, ALCOHOL PREP STR MED (200/BX)	BX	14	\$4.97	\$69.58
PAPER, TABLE CREPE ECON WHT 21"X125' (12/CS)	CS	4	\$31.47	\$125.88
PILLOWCASE, T/P WHT 21X30 (100/CS)	CS	2	\$16.12	\$32.24
PROMETHAZINE, VL 25MG/ML 1ML (25/PK)	EA	10	\$1.74	\$17.40
SALINE, IRR SOL STR 100ML (48/CS)	EA	10	\$0.69	\$6.90
SANITIZER, HAND ALOE W/PUMP 18OZ (12/CS)	CS	1	\$33.68	\$33.68
SCALPEL, SAFETY DISP #11 (10/BX 50BX/CS)	BX	1	\$15.83	\$15.83
SHOE, POST-OP VELCRO OPEN-TOE FML LG	EA	1	\$3.99	\$3.99
SHOE, POST-OP VELCRO OPEN-TOE FML MED	EA	1	\$3.99	\$3.99
SHOE, POST-OP VELCRO OPEN-TOE FML SM	EA	1	\$3.99	\$3.99
SHOE, POST-OP VELCRO OPEN-TOE MALE LG	EA	1	\$3.99	\$3.99
SHOE, POST-OP VELCRO OPEN-TOE MALE MED	EA	1	\$3.99	\$3.99
SHOE, POST-OP VELCRO OPEN-TOE MALE SM	EA	1	\$3.99	\$3.99
SHOECOVER, LF UNIV BLU (50PR/BX)	BX	5	\$20.98	\$104.90
SPECULUM, VAG ILLUM DISP MED (25/BX 4BX/CS)	BX	1	\$19.28	\$19.28
SPHYG, ANEROID DLX LF BLK ADLT(1/BX)	BX	3	\$19.74	\$59.22
SPHYG, ANEROID DLX LF BURG LG ADLT (1/BX)	BX	3	\$19.74	\$59.22
SPONGE, GZE 2"X2" 8PLY N/S (200/BX)	BX	35	\$1.78	\$62.30
SPONGE, GZE 4"X4" 12PLY N/S (200/BG)	BG	4	\$4.87	\$19.48
SSD, CRM 1% 50GM	EA	2	\$10.47	\$20.94
STRIPS, BLD GLUC TRUEMETRIX SNGL PT (50/BX 24BX/CS	CS	4	\$196.79	\$787.16
SUTURE REMOVL TRAY,AD FCP S/S SCIS (50/CS)	EA	36	\$1.56	\$56.16
SWABSTICK, PVP STR (1/PK 50PK/BX 10BX/CS) PSSRDC	BX	1	\$6.53	\$6.53
SYRINGE, LL 60CC (25/BX 4BX/CS)	EA	5	\$0.30	\$1.50
SYRINGE/NDL, ECLIPSE SFTY 3CC 25GX1 (50/BX 6BX/CS)	BX	8	\$35.62	\$284.96
SYRINGE/NDL, INTEGRA 3CC 25GX 1" (100/BX)	BX	4	\$35.62	\$142.48
TEST KIT, BINAX INFLUENZA A+B WAIVED (22TEST/KT) D/S	KT	2	\$203.03	\$406.06
TEST KIT, BINAX INFLUENZA A+B WAIVED (22TEST/KT) D/S	KT	2	\$203.03	\$406.06
TEST KIT, MONO WAIVED APPRV F/ALL AGES (25/KT)	KT	1	\$72.32	\$72.32
TEST, KIT STREP A DIPSTICK WAIVED (25/KT)	KT	7	\$77.76	\$544.32
THUMB SPICA, LT LG-XLG	EA	1	\$5.94	\$5.94
THUMB SPICA, LT SM-MED PSS704	EA	2	\$5.94	\$11.88
THUMB SPLINT, SPICA LT WT CLSRSTRP RT LG-XLG PSS704	EA	1	\$5.94	\$5.94
THUMB SPLINT, SPICA LT WT CLSRSTRP RT SM-MED PSS704	EA	2	\$5.94	\$11.88
TISSUE, FACIAL KLEENEX (100/BX36BX/CS)	BX	30	\$0.71	\$21.30
URINE TEST STRIP, 10SG F/121-120ANALYZ (100/VL 12V	VL	2	\$32.54	\$65.08
VENTOLIN HFA, AER W/COUNTER 90MCG 60DOSE	EA	1	\$63.64	\$63.64
WIPE, GERMICIDE LG 6"X6.75" (160/BX 12BX/CS)	CS	1	\$13.71	\$13.71
WRIST SUPPORT, COMFORT FORM LTMED	EA	1	\$5.27	\$5.27
WRIST SUPPORT, COMFORT FORM RTMED	EA	1	\$5.27	\$5.27



**BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034**

**BRAZORIA COUNTY
REQUEST FOR PROPOSAL COVER SHEET**

The REQUEST FOR PROPOSAL (RFP) and accompanying documents are for your convenience in submitting an offer for the referenced products and/or services for BRAZORIA COUNTY.

Sealed Hard Copy or Electronic offers shall be received no later than:

FRIDAY, NOVEMBER 1, 2024 at 11:00 A.M. LOCAL TIME

***PROPOSAL OPENING WILL BE AVAILABLE VIA ZOOM. MEETING LINK IS AVAILABLE ON THE PROJECT DETAILS PAGE IN BONFIRE UNDER "IMPORTANT EVENTS". BONFIRE LINK:**

<https://brazoriacounty.bonfirehub.com/portal/?tab=login>

IF SUBMITTING A SEALED OFFER, PLEASE MARK ENVELOPE:

"RFP #24-58 EMPLOYEE MEDICAL CLINIC"

IF SUBMITTING AN ELECTRONIC SEALED OFFER IN THE "BONFIRE" ELECTRONIC BIDDING PLATFORM (PREFERRED METHOD):

USE LINK, <https://brazoriacounty.bonfirehub.com/portal/?tab=login>, CLICK THE HELP BUTTON PROVIDED IN THE BONFIRE WEBSITE AS NEEDED.

IF SUBMITTING A HARD COPY SEALED OFFER:

DELIVER OFFER TO:

PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES

SUSAN SERRANO, CPPB, CTPM, CTCM
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

****MAILING ADDRESS
(SEE NOTE BELOW)**

****US Postal Service mailing address**

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown below.

HOWEVER, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

MAILING ADDRESS

SUSAN SERRANO, CPPB, CTPM, CTCM
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any “No Offer” response, any requirement of this RFP which may have influenced your decision to “No Offer”. If your response to this RFP is a “No Offer” response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request online through Bonfire electronic platform or email the project facilitator as shown in Section “Questions Due Date (for Clarifications)”, which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the offer opening. Any information given to a prospective respondent concerning this solicitation will be furnished promptly to all other known prospective respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Respondent’s responsibility to verify the issuance of Addenda in regard to this Offer. All Addenda shall be submitted to all known respondents and shall be posted on the Bonfire electronic bidding platform at <https://brazoriacounty.bonfirehub.com/portal/?tab=login>. Brazoria County shall not be responsible for failed internet connections or power interruptions.

All required Offer documents shown on the Table of Contents, including any Addenda Receipt Forms which may have been issued, must be submitted in the Bonfire electronic bidding platform or a sealed envelope included in a hard copy submittal, marked with the bidder’s company name, the Offer name, number and due date.

A handwritten signature in blue ink, appearing to read 'Susan Serrano', is positioned above the printed name and title.

SUSAN SERRANO, CPPB, CTPM, CTCM
County Purchasing Director
Brazoria County Courthouse
111 E. Locust Street, Bldg. A-29, Suite 100
Angleton, Texas 77515

Published Dates: TUESDAY, SEPTEMBER 17, 2024
TUESDAY, SEPTEMBER 24, 2024

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the _____ day of _____, 2024, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and _____ (hereinafter designated Vendor / Contractor).
(company name)

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFP #24-58 EMPLOYEE MEDICAL CLINIC as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

- Brazoria County RFP #24-58 EMPLOYEE MEDICAL CLINIC
- Vendor's submittal to the above listed RFP and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this _____ day of _____ 2024.

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Vendor

By: _____
Printed Name and Title

SIGNATURE REQUIRED BY
VENDOR UPON AWARD

REQUEST FOR PROPOSAL TABLE OF CONTENTS

RFP #24-58 EMPLOYEE MEDICAL CLINIC

All documents included in this Table of Contents represent components which comprise this bid/offer package and subsequent awarded executed contract. The documents shown in Exhibit A and Exhibit B are required to be submitted in your bid/offer package. ***It is the respondent's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your bid/offer packet.***

The “Exhibit A - Required Forms” and “Exhibit B – Additional Requirements” below are required to be uploaded into the Bonfire electronic procurement portal system or included with your hard copy submittal in one (1) large sealed envelope or box with the Brazoria County Return Label affixed.

FAILURE TO RETURN THE FOLLOWING FORMS MAY DEEM YOUR PROPOSAL AS NON-RESPONSIVE.

EXHIBIT A – REQUIRED DOCUMENTS

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT’S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ *(if applicable)*
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- AUTHORIZED NEGOTIATOR
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- SIGNED ADDENDA *(if applicable)*
- VENDOR DATA SHEET & W-9 FORM

Attachments to the RFP:

- Exhibit A – Required Documents
- Attachment A – Clinic Workbook *(16 tabs total in workbook)*
- Attachment B – Employee Health Clinic Usage Statistics

BRAZORIA COUNTY SPECIFICATIONS / SCOPE OF WORK

RFP #24-58 EMPLOYEE MEDICAL CLINIC

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 SCOPE

The scope of work and specifications can be found in Attachment A – Clinic Workbook.

The Clinic Workbook is required to be completed in full and uploaded with your response. ***Please ensure all workbook tabs are completed.***

BRAZORIA COUNTY INSTRUCTIONS TO RESPONDENTS

RFP #24-58 EMPLOYEE MEDICAL CLINIC

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT:

The Contract consists of all documents included in this Request for Proposal Number 24-58, as well as addenda issued prior to execution of the Contract and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Brazoria County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County.

2.0 PROJECT DESCRIPTION

Brazoria County is seeking proposals for a provider for the County's employee health and wellness clinic, located at 20799 County Road 171 in Angleton, Texas, as per Texas Local Government Code 262.030.

3.0 ESTIMATED PROJECT TIMELINE *(dates may be subject to change)*

Step One –

Publicly advertised (1st Notice)	September 17, 2024
Publicly advertised (2nd Notice)	September 24, 2024
Deadline for Questions (Clarifications) Submitted	October 11, 2024

Response Open/Due date by 11:00 a.m. C.S.T.

November 1, 2024

Step Two – Interviews *(if requested by evaluation committee)*

Interviews with short-listed candidates

Date To Be Determined

Estimated Award - Contract approval by Commissioner's Court

December 10, 2024

4.0 QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department on or before October 11, 2024. The request must be emailed to bidclarifications@brazoriacountytx.gov. Emails must include the project name and number in the subject field.

All responses to questions or clarification requests will be answered in the form of an addendum after the question deadline and no later than 5 business days prior to the opening/closing date of the solicitation.

5.0 PRE-OFFER MEETING & SITE VISIT

A pre-offer meeting and site visit will be held on Tuesday, October 1, 2024 at 10:00 a.m. at the Brazoria County Employee Health and Wellness Clinic located at 20799 County Road 171, Angleton, Texas. Attendance is not mandatory in order to submit an offer; however, it is highly recommended. Interested parties are encouraged to download all of the proposal documents prior to attending the meeting.

6.0 PROPOSAL REQUIREMENTS

The proposal includes instructions to respondents, specifications and contract documents. It is the responsibility of each Respondent before submitting a proposal to examine the contract documents thoroughly.

RFP SUBMISSIONS MAY BE PROVIDED IN ONE OF TWO WAYS, AS EXPLAINED BELOW:

If submitting an RFP Electronic Document Submission (using the Bonfire electronic platform)

Respondent shall fill out and upload the “Exhibit A Required Forms” and “Exhibit B Additional Requirements” into the Bonfire electronic platform. An authorized representative of the company **MUST** sign all required forms. See “Exhibit A Required Forms” for instructions on signing electronically.

If submitting an RFP Hard Copy Document Submission

One (1) original hard copy shall be submitted, which will consist of “Exhibit A Required Forms” and “Exhibit B Additional Requirements”.

The hard copy submission shall be sealed in an envelope or box for delivery to the Brazoria County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the vendor name and the RFP number.

7.0 CONTRACT AWARD / EVALUATION PROCESS

An evaluation committee will examine all responses to this Request for Proposals. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such a response if it is determined to be in the County’s best interest to do so.

Brazoria County may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Brazoria County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.

Brazoria County shall rank responses in accordance with the Evaluation Criteria and will review proposal content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more respondents or may conduct discussions and interviews with top-ranked responsible respondent(s).

During the discussion / interview and negotiations, the evaluation team may allow the respondent(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation.

The award of the contract shall be made to the responsible respondent whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposal.

“Lowest and best” means an offer providing the best value for the County considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.

Brazoria County is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.

Proposals will be opened publicly to identify the names of the respondents. Other contents of the proposals will not be disclosed prior to award or rejection by Brazoria County.

Brazoria County reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this request for proposal.

8.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

Price - Price submitted in offer	30 points
Qualifications & Expertise- Provide qualifications and experience your firm has with similar projects	25 points
Integration with current Health Plan vendor	25 points
Financial Stability- Provide information concerning firm's financial stability and describe the ability to provide the necessary resources to maintain ongoing support.	5 points
References- Provide a minimum of five (5) references for similar services to local government agencies and/or other entities within the last five (5) year.	5 points
Implementation Plan – provide a timeline from point of award to start of contract on February 2, 2025.	10 points

Bonus Scoring (15 point scale)

8.1 Bonus Points-Interview (If requested by evaluation committee)

Your score may be adjusted up to a maximum of 15 points-total overall possible evaluation points=15

8.1.1 Response to Questions & Answers (0-10 points)

8.1.2 Interview preparedness & adherence to interview (0-5 points)

9.0 CONTRACT TERM

Award of Contract shall begin on February 1, 2025 and shall continue for twelve (12) months.

Further, Brazoria County reserves the right to renew the Contract every twelve (12) months for four (4) renewal periods.

Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Brazoria County retains the option to solicit new proposals at any time if in its best interest.

10.0 PROJECT MANAGER

Holly Fox, Human Resources

The County will maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of the contract.

11.0 INCLEMENT WEATHER FOR HARD COPY SUBMITTALS:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a proposal submission deadline, the closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

12.0 INSURANCE REQUIREMENTS

Vendor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Vendor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Vendor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Vendor shall require that any and all subcontractors that are not protected under the Vendor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Vendor and provide written proof of such insurance to Vendor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Vendor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Vendor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Vendor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance.

13.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB's)

Historically Underutilized Businesses (HUB's) are encouraged to participate in the bid/RFP processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities. If you are certified by a government entity, please upload the certificate with your response electronically in the Bonfire electronic platform or include a hard copy of your certificate in your submittal.

14.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Prior to award, Brazoria County will check www.sam.gov, the System for Award Management (SAM), to ensure that the proposed vendor has not been debarred. Vendor shall provide their Unique Entity ID number to Brazoria County in order to check www.sam.gov for debarment. If you do not have a Unique Entity ID number, you can request a number for free by visiting <https://sam.gov/content/entity-registration>. For additional information about the change from DUNS to Unique Entity ID visit <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-id-is-here>. Brazoria County is unable to conduct business with vendors who have been debarred.

15.0 AWARD LETTER / NOTICE TO PROCEED

After the award has been made in Commissioner's Court, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award. Once all required bonds, insurance, and other applicable forms have been submitted to the Purchasing Department, the Project Manager will contact the awarded vendor and set up the project kick-off meeting, if applicable.

16.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available

at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>

Texas Local Government Code Chapter 176 can be found

here: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

Questionnaire Form CIQ is included in this bid/offer.

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent with your proposal, as well as to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

17.0 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this bid/offer for your information.

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytexas.gov/departments/purchasing/doing-business>.

18.0 BACKGROUND CHECKS AND NON-DISCLOSURE AGREEMENTS:

It is the policy of the County that contractor employees and subcontractors that will complete work in sensitive areas on Brazoria County property be subject to a criminal background check. The County reserves the right to determine a sensitive area and the appropriateness of a criminal background check for any contractor employee or subcontractor.

Non-Disclosure Agreements (NDA) may also be required by Brazoria County. NDAs will be provided to contractor employees and any subcontractors by the Purchasing Department and must be signed and returned in a time frame determined by Purchasing Department.

BRAZORIA COUNTY BID TABLE SUBMITTAL INSTRUCTIONS

RFP #24-58 EMPLOYEE MEDICAL CLINIC

Please follow the instructions found in Item 1.0 if you are submitting your bid electronically using Bonfire electronic bidding platform

1.0 ONLINE OFFER SUBMISSION (*PREFERRED METHOD OF SUBMISSION*)

RESPONDENTS ARE TO DOWNLOAD AND FILL OUT THE ONLINE BID TABLE FROM BONFIRE AND THEN UPLOAD THE COMPLETED TABLE INTO BONFIRE TO BE INCLUDED WITH THEIR ONLINE PROPOSAL SUBMISSION.

Please follow the instructions found in Item 2.0 if you are submitting a sealed hard copy proposal

2.0 HARD COPY PROPOSAL SUBMISSION

RESPONDENTS ARE TO INCLUDE WITH THEIR SEALED HARD COPY PROPOSAL, A PRINTED COPY OF ATTACHMENT A BID TABLE.

IN ADDITION, VENDORS ARE TO INCLUDE THE BID TABLE (IN EXCEL FORMAT) SAVED TO A FLASH DRIVE OR CD.

GENERAL: Brazoria County reserves the right to accept or reject any or all bids and waive all technicalities.

All delivered items should be priced – FOB Destination Full Freight Allowed. Brazoria County will not pay for any additional transportation and/or shipping charges.

BRAZORIA COUNTY STATEMENT OF NO OFFER

RFP #24-58 EMPLOYEE MEDICAL CLINIC

If Respondent is not submitting on the goods and/or services as stated in this RFP, please download and complete this form.

Mail the form to:

Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515.

Or Fax to: 979-864-1034

Or email to: aerickson@brazoriacountytx.gov

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a response for the following reason(s) [please check all that apply]:

- ☐ Specifications too “restrictive”, i.e., goods offered by our company do not meet stated specifications.
- ☐ Specifications unclear (please explain below).
- ☐ We do not offer this commodity and/or service or an equivalent.
- ☐ Insufficient time to respond to the RFP.
- ☐ Our schedule would not permit us to perform.
- ☐ Cannot meet insurance requirements.

Remarks: _____

BRAZORIA COUNTY

STANDARD TERMS AND CONDITIONS

1. **FUNDING:** Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.
2. **DELIVERY:** Items ordered from this offer may require delivery to various locations throughout Brazoria County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the offer price except as noted herein.
3. **AWARD OF CONTRACT:** Brazoria County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply payment and performance bonds and certificate of insurance as may be required herein.
 - 3.1 Brazoria County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.
4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
5. **CONTRACT:** The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for Proposal Number 24-58 as stated in the Request for Proposal Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.
6. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes an offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.
 - 6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
7. **DEFAULT OF RESPONDENT:** If successful respondent defaults by failing to supply payment and performance bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to Brazoria County upon the approval of Commissioners' Court.
 - 7.1 Respondent, in submitting this offer, agrees that Brazoria County shall not be liable for damages in the event that the County declares the respondent in default.
8. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.
9. **SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

10. ETHICAL CONDUCT: The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

10.1 The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.

11. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required;
- 2) Be able to comply with the required or proposed delivery schedule;
- 3) Have a satisfactory record of performance;
- 4) Have a satisfactory record of integrity and ethics;
- 5) Be otherwise qualified and eligible to receive an award.

11.1 Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

12. REFERENCES: During an analysis of all offers, Brazoria County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.

13. INSURANCE: Prior to acceptance of contract by Brazoria County, the successful Respondent must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

14. SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

15. INDEMNIFICATION: The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

15.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

15.2 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

16. THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

17. PURCHASE ORDERS REQUIRED: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

18. TESTING: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.

19. WAGES: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

20. TERMINATION OF CONTRACT:

Termination with Cause:

“Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days’ prior written notice.

21. DELIVERY OF NOTICES: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

22. DELIVERY TICKETS: Delivery tickets shall accompany each order shipped, and shall show Contractor’s name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

23. HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

24. PAYMENT: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.

25. CONTRACTOR’S LIABILITY: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor’s agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

25.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor’s agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

26. DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County’s approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

27. WARRANTY: Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor

shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.

28. ASSIGNMENT: Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.

29. GOVERNING LAW: Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

All documents are subject to the Public Information Act requirements.

30. DRAWINGS: All drawings, plans, and specifications are hereby attached and made a part of this Contract.

31. RIGHT TO AUDIT: At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.

32. BID BOND: If required by the County, all respondents must submit with bid, a Bid Bond for at least five percent (5%) of the total bid price, if the bid exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such Bid Bond issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, is a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.

33. PERFORMANCE AND PAYMENT BONDS: In the event the total accepted proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award.

Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

34. APPLICABLE LAW: All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.

35. COMPLIANCE WITH APPLICABLE LAWS: Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.

36. FORCE MAJEURE: Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

37. SEVERABILITY: If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

38. QUANTITIES: Brazoria County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These

quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

- 38.1** Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

- 39. PURCHASE FROM OTHER SOURCES:** Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.
- 40. AGREEMENT TO NOT BOYCOTT ISRAEL:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott Israel and will not boycott Israel, as defined by Chapter 808 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 41. TEXAS GOVERNMENT CODE 552, SUBCHAPTER J:** Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas 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.
- 42. PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION:** By agreeing to this purchase order (or if no formal agreement, by providing goods/services) the vendor represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system. Additionally, the vendor represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.
- 43. AGREEMENT TO NOT BOYCOTT ENERGY COMPANIES:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott energy companies and will not boycott energy companies, as defined by Chapter 809 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 44. AGREEMENT TO NOT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not discriminate against a firearm entity or trade association and will not discriminate against a firearm entity or trade association, as defined by Chapter 2274 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 45. DEBRIEF, PROTEST AND APPEAL PROCUDURES:** Please see page 20 of 48, section D. of the Brazoria County Policy and Procedure Manual which can be found on the Brazoria County Purchasing Department's "Doing Business" webpage, <https://www.brazoriacountytx.gov/departments/purchasing/doing-business>.
- 46. DISCLOSURE OF INTERESTED PARTIES FORM 1295:** A person or business, who enters into a contract with the County, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295. **This form is not required unless there is a contract between the vendor and the Brazoria County. Do not submit this form unless you receive an award letter from the County.**

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RFP #24-58 EMPLOYEE MEDICAL CLINIC

RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by respondent. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Respondent must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the respondent's employees. Respondent's offices, administration and/or place of business will not be on Brazoria County premises and will be the respondent's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the respondent is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the respondent's employees and or equipment during the course of the Contract.

Respondents may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful respondent as selected by the evaluation committee. If Brazoria County and respondent are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that respondent and enter into negotiations with another respondent.

No award or acquisition can be made until Commissioners Court approves such action.

Brazoria County will not be obligated to the respondent for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

Submission of an offer implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

This Request for Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the respondent in preparing a response to this RFP. Brazoria County makes

no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Public Information Act". To the extent permitted by law, respondents may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the respondent relating to this RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of respondent's proposal.

All information provided to respondent for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Brazoria County and will not be used by respondent for any other purposes.

The respondent is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at respondent's risk.

The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFP. If an error is made, bidder **MUST** draw a line through the error and initial each change.

Exceptions

Respondent Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms and conditions contained in the solicitation package shall prevail.

Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

Public Information Act

All responses to this solicitation are in their entirety, subject to the Public Information Act. Brazoria County will respond to open records requests in accordance to law by providing all requested response information unless respondent (respondent) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

Late Offer - Electronic Submissions

Once the project closes in Bonfire, Respondents are not able to upload a finalized submission electronically.

Late Offer – Hard Copy Submissions

Hard Copy proposals received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Submissions - Electronic

If an error is made after your proposal submission is finalized, click [HERE](#) for instructions. Bonfire allows for respondents to make alterations or amendments and re-submit their submissions before the project closes.

Altering Submissions – Hard Copy

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Offer

Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Offer

An offer may not be withdrawn or canceled by the respondent without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and respondent so agrees upon submittal of their bid/offer.

Descriptions

Any reference to model and/or make/manufacture used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offer on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Pricing / Delivery

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Respondent will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Price Increase: Requests for price adjustments must be solely for the purpose of accommodating an increase in the vendor's cost. A request for a pricing increase will be reviewed by Purchasing Department using the Producer Price Index (PPI) and/or Consumer Price Index (CPI) and any other research available to determine market conditions favorable to the increase. If market conditions dictate an increase to an awarded vendor's cost, the awarded vendor may submit a request to increase pricing no later than thirty (30) days after receiving notice of the County's intent to renew the contract. Requests will only be considered at the time of renewal with written approval from the County. Additionally, the vendor must de-escalate pricing on a previously escalated item, if the decrease is appropriate, due to market conditions.

The request must be in writing and substantiated with supporting documentation (i.e., increase in manufacturers direct cost, etc.). The request shall be addressed to the County Purchasing Director, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. The request may also be emailed to the Contract Specialist listed in the solicitation. The awarded vendor's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the requests for price adjustments as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the termination provisions of the contract.

Personnel

Successful respondent agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful respondent agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful respondent's employees and the successful respondent will duly consider such request.

Legal Documents

Respondent must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by respondent's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Statement of Work, and attachments shall prevail.

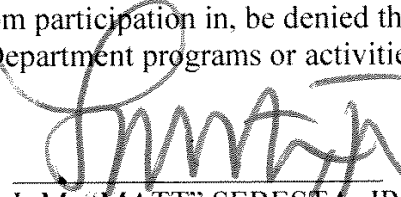
Contract Obligations

This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful respondent and Brazoria County. The selected respondent will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The respondent's response may be incorporated into any Contract which results from this RFP, therefore, respondents are cautioned not to make claims or statements which they are not prepared to commit to Contractually. Failure by the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims and/or breach of Contract.

**Title VI and Related Statues
Nondiscrimination Statement**

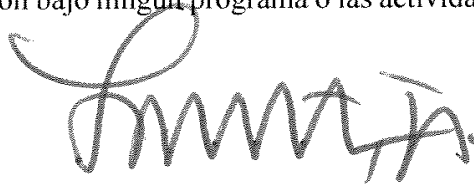
Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.



L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

**Titulo VI y Estatutos Relacionados
Declaration de No Discrimacion**

Brazoria County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participacion en, o negado los beneficios de, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.



L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

BRAZORIA COUNTY INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
a. Premises and product liability	\$1,000,000
b. Aggregate policy limits	\$1,000,000

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER OCCURRENCE
a. Bodily injury (including death)	\$1,000,000
b. Property damage	\$1,000,000

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of Brazoria County and Brazoria County, Texas harmless; i.e., shall include coverage for “Hold Harmless Agreement”.

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas. Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

TEXAS ETHICS COMMISSION RULES

CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

§ 46.1. Application

- (a) This chapter applies to section 2252.908 of the Government Code
- (b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:
 - (1) the contract requires an action or vote by the governing body of the entity or agency; or
 - (2) The value of the contract is at least \$1 million.
- (c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:
 - (1) the governing body has legal authority to delegate to its staff the authority to execute the contract
 - (2) The governing body has delegated to its staff the authority to execute the contract; and
 - (3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§ 46.3. Definitions

- (a) "Contract" means a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, whichever is earlier, and includes an amended, extended, or renewed contract.
- (b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
- (c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.
- (d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.
- (e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - (1) receives compensation from the business entity for the person's participation;
 - (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.
- (f) "Signed" includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.
- (g) "Value" of a contract is based on the amount of consideration received or to be received by the business entity from the governmental entity or state agency under the contract.

§ 46.4. Changes to Contracts (new rule effective January 1, 2017)

(a) Section 2252.908 of the Government Code does not apply to a change made to an existing contract, including an amendment, change order, or extension of a contract, except as provided by subsections (b) or (c) of this section.

(b) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if a disclosure of interested parties form was not filed for the existing contract; and either:

(1) the changed contract requires an action or vote by the governing body of the entity or agency;

or

(2) the value of the changed contract is at least \$1 million.

(c) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if the business entity submitted a disclosure of interested parties form to the governmental entity or state agency that is a party to the existing contract; and either:

(1) there is a change to the disclosure of interested parties; or

(2) the changed contract requires an action or vote by the governing body of the entity or agency;

or

(3) the value of the changed contract is at least \$1 million greater than the value of the existing contract.

§ 46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the services, goods, or other property used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the governmental entity or state agency receives the disclosure.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

****Note:** . A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295.

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A)
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____
_____ (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not boycott a firearm entity of firearm trade association currently; and
- (F) will not boycott a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

**BRAZORIA COUNTY
RETURN LABEL**

**USE THIS LABEL ONLY IF YOU ARE SUBMITTING A HARD
COPY PROPOSAL SUBMISSION**

SEALED REQUEST FOR PROPOSAL (RFP)

RFP#:	24-58
OPENING DATE:	FRIDAY, NOVEMBER 1, 2024
OPENING TIME:	11:00 A.M. LOCAL TIME
RFP DESCRIPTION:	EMPLOYEE MEDICAL CLINIC

RETURN OFFER TO:

PHYSICAL ADDRESS:

COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

DATED MATERIAL – DELIVER IMMEDIATELY

**PLEASE CUT OUT AND AFFIX THE RFP LABEL ABOVE TO THE OUTER
MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER
DELIVERY!**

*******LATE RFP's CANNOT BE ACCEPTED*******

ATTACHMENT C EMPLOYEE HEALTH CLINIC USAGAE STATISTICS

Year	2023			2024	
DISTINCT PATIENTS TREATED: ▲	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
Brazoria County Employee Wellness	730	1045	825	754	718

Year	2023			2024	
NUMBER OF CLINIC VISITS: ▲	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
Brazoria County Employee Wellness	907	1050	1126	1029	1045

Year	2023			2024	
TOTAL VISITS INCL NURSE:	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
Brazoria County Employee Wellness	1020	1521	1224	1102	1179

Eligible Lives
BCC: 2601
LJ: 520