

**AMENDED AGREEMENT FOR
EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES**

THIS AGREEMENT is made and entered into by and between Brazoria County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Next Level Urgent Care, LLC (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County and Contractor entered into An Agreement for Employee Health and Wellness Clinical Services on, or about February 1, 2019; and

WHEREAS, County and Contractor wish to Amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section One. Services

- A. Contractor shall render on-site medical and wellness services to participating County employees, retirees and dependents and the County of Brazoria (“County”) employees and dependents (hereinafter “clinic patients”) in accordance with the Request for Proposal 18-48 for Employee Clinic Services, attached as *Exhibit A*, which exhibit is incorporated herein for all purposes, and the Response by Contractor attached as *Exhibit B*, which exhibit is incorporated herein for all purposes, specifically Option 2 and the other services described herein. Contractor shall meet or exceed the representations and requirements made in *Exhibits A and B*, unless requirements are subsequently modified by the written agreement of the Parties (hereinafter “Services”).
- B. The Clinic shall be open as follows:
 - 1. 7:00 a.m. to 8:00 a.m. for lab draws;
 - 2. provider hours shall be Monday through Friday from 8:00 a.m. to 4:00 p.m.
- C. The Parties agree that the Primary Care services to be provided shall include, but are not limited to: health promotion, disease prevention, health maintenance, regular exams, minor emergency care, immunization, vaccinations and allergy management, counseling, patient education, diagnosis and treatment of acute and chronic illnesses which may involve collaborating with other health professionals, and utilizing consultation or referral as appropriate.
- D. Contractor shall design its services to accommodate a minimum of 20 patient appointments each day the clinic is open.

- E. Contractor shall not bill or otherwise solicit payment from Clinic patients, County or its group health plan, or County or its group health plan for Services.
- F. County, acting through its Human Resources Department, will provide Contractor access to a list of eligible participants to utilize the Clinic. County will maintain the accuracy of the list at all times.
- G. County, acting through its Human Resources Department (“Project Manager”), will provide Contractor access to a list of eligible participants to utilize the Clinic. County will maintain the accuracy of the list at all times.
- H. Contractor shall communicate all requests for direction, factual or statistical information relating to Services to the Project Manager. However, the Project Manager shall not serve as the agent of County or the Commissioners Court for any purpose other than conveying factual or statistical information. Contractor may rely on all factual or statistical information supplied by the Project Manager in response to these requests.
- I. Should the Medical Professional refer a patient to a hospital or another physician, medical professional, medical facility or other vendor for additional medical services outside of County Facility(ies), the Medical Professional shall make such referrals to approved vendors and providers under the County’s or County’s medical health plan or EAP as appropriate for benefit coverage eligibility. In addition, the Medical Professional shall assist the patient in obtaining pre-certification prior to undertaking any medical service for which pre-certification is a prerequisite to benefit coverage eligibility under County’s or County’s medical health plan or EAP.

Section Two. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement. Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays. Contractor will include sixteen hours of an MD onsite to see patients monthly and the remainder of the schedule will be staffed by an Advanced Practice Provider. Contractor will provide support personnel to provide for efficient operation of the health clinic.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by their conduct becomes detrimental to the Clinic shall, upon request of County, immediately be removed from association with the Clinic.
- C. All persons (whether Contractor’s employees or Contractor’s contractors) providing services under this Agreement shall submit to a background investigation conducted by the County. County may accept a criminal background investigation consisting of a minimum of five (5) years state and federal inquiry conducted by Contractor if conducted within the

ninety (90) days of hire by Contractor. Contractor is to notify the Project Manager of any and all personnel changes.

- D. At all times during the Agreement, Contractor shall ensure that Contractor's personnel maintain in good standing all professional license(s) and accreditations(s) applicable to Services. Contractor shall perform all acts necessary to ensure that Contractor's personnel maintain and improve their professional competence and training. Contractor shall notify County within two (2) business days if any adverse action related to personnel professional license(s) or accreditations(s) occurs. Contractor will provide the County with copies all license(s) and accreditations(s).

Section Three. Use of Clinic Space by Contractor

- A. Services shall be provided by Contractor at a County owned or leased building, hereinafter referred to as "the Clinic", as determined by County, which Contractor may use only for the purpose of providing health and wellness clinic operation services pursuant to this Agreement. The Clinic is located at 20799 County Road 171, Angleton, Texas 77515. Except as may be stated in writing provided to County, Contractor has inspected the Clinic and found it acceptable in "as is" condition for the performance of the Services.
- B. Any and all improvements of the Clinic, including any changes, modifications or additions, requested by Contractors must be reviewed and approved in advance by County, and shall, if approved, be constructed by County and funded by County unless otherwise mutually agreed by the Parties. All improvements to the Clinic shall become part of the Clinic, shall remain subject to this Agreement and shall be surrendered by Contractor upon termination of this Agreement. Personal property, furniture, and equipment removable without damage to the Clinic structure and paid for by Contractor shall remain the property of Contractor at all times.
- C. Contractor shall have the right to erect graphics or signs within or upon the Clinic, provided that: (1) Contractor shall bear the cost of all graphics or signs placed within the Clinic; and (2) all graphics and signs shall be approved in advance by County. All material distributed or posted by Contractor shall clearly indicate the material is being distributed or posted solely by Contractor and is not distributed, posted or sponsored by County. Contractor shall be prohibited from using the County name, County logo or County seal on any signage, stationery, informational material, forms or any other material used, posted or distributed by Contractor, including internet websites, without prior approval on a case-by-case basis.
- D. County shall not be responsible for any loss or damage to any equipment or supplies of Contractor, its agents, employees or subcontractors.
- E. County will be responsible for the lawful disposal of hazardous medical waste generated within the Clinic through an already existing contract.
- F. Contractor shall keep the Clinic in a clean, safe and attractive condition.

- G. County shall be responsible for utilities and facility maintenance of the Clinic to include the foundation, roof, exterior walls, main plumbing, central heating and cooling, cleaning services and utilities.
- H. Contractor shall notify the County's Project Manager whether additional items are needed or as equipment, electronics or furniture needs restoration, repair or replacement, with adequate notice consistent with County procurement and budget policies and procedures to enable County to timely restore, replace or repair said software, equipment, electronics or furniture that are needed for services agreed upon for any upcoming County fiscal year.
- I. It is the responsibility of Contractor to promptly notify County when maintenance/repair service is required including service for medical equipment, prior to maintenance or repair service commencing. The Project Manager must preapprove all maintenance or repair services in writing.

Section Four. Compensation and Payment

- A. Contractor's fees shall be calculated in accordance with Option 2, *Exhibit B*, consisting of the following:
 - 1. \$63,192.26 per month (increase to account for escalations and increased cost associated with operations)
 - 2. Pass-thru costs of clinic supplies and labs;
 - 3. Third Party HRA through HealthStatus at an annual cost of \$5,000 to be paid as a one-time lump sum payment with the initial payment; and
 - 4. Up to 8 two-hour off-site biometrics sessions and/or flu shot administration (at sites other than the clinic designated by the County) at \$200 per session. Each session will be invoiced the following month.

In no case shall the amount paid by County under this Agreement exceed the above amounts without approval of Commissioners Court.

B. Equipment and Supplies

- 1. Contractor shall furnish all medical and office supplies reasonably necessary for the performance of the medical services. County shall reimburse Contractor for actual costs of such supplies actually purchased and placed in County facility for the provision of medical services hereunder, which are separately invoiced with supporting original invoices by Contractor addressed to the Project Manager. Any supplies or equipment purchased will be marked as County property and inventoried in accordance with County policy.
 - 2. Contractor shall develop procedures whereby all supplies utilized at the Clinic are tracked and inventoried. Contractor shall not charge County any surcharge, handling charge or markup for any supply or equipment purchase or repair.
- C. Upon each anniversary of this agreement, the fees may increase in accordance with the seasonally adjusted, consumer price index – all urban consumers, medical care services.

Contract renewal price increases shall not exceed six percent (6%) of the previous year's contract fees. All other pricing and discounts will remain the same.

- D. County will pay Contractor based on the following procedures: Contractor shall invoice County no more frequently than monthly by submitting to the Project Manager an original invoice showing the monthly fees set out in Section 4.a. prior to the first day of the month in a form acceptable to County. County will pay the first payment on or before **February 8, 2024** and continue monthly thereafter. Contractor shall invoice County for purchases no more frequently than monthly by submitting to the Project Manager an original invoice and all supporting backup of actual purchases of supplies. Project Manager shall review such invoices and approve with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days of receipt of the invoice. County reserves the right to withhold payment of all or part of an invoice pending verification of satisfactory work performed and actual cost for items purchased.

Section Five. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum certified as available by the Brazoria County Auditor, specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed the amount certified as available by the Brazoria County Auditor.

Section Six. Term

The term of this Agreement shall be for a period of twelve (12) months, commencing on February 1, 2024, and ending at the close of business on January 31, 2025, with four (4) additional one-year renewal options at County's sole discretion and subject to the same terms and conditions. Either party shall have the right to terminate this Agreement as provided herein.

Section Seven. Termination

- A. Termination for Non-Appropriation: County shall have the right to terminate this Agreement in the event of non-appropriation of funds by the County's governing body. County shall provide Contractor with sixty (60) days advanced written notice of such non-appropriation termination. County shall compensate Contractor, in accordance with the fee schedule as provided in **Exhibit B**, for Services provided prior to the date of termination specified in the notice. The contractor shall not be entitled to lost or anticipated profits should County choose to exercise its option to terminate for non-appropriation of funds.

- B. Termination for Convenience: After the initial year of this Agreement, either Party may terminate this Agreement at any time upon 120 days written notice.
- C. Termination for Default
 - 1. This Agreement may be terminated in whole or part for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If either party materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to the other Party's reasonable satisfaction within a period of thirty (30) calendar days after receipt of notice specifying such breach or failure.
- D. Upon termination of this Agreement, County shall compensate Contractor in accordance with the Compensation and Payment Section above, only for those services which were provided under this Agreement prior to its termination, and which have not been previously invoiced to County. The contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in the Compensation and Payment Section above.
- E. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section Eight. Modifications and Waivers

- A. The parties may not make amendments or waive any rights provided by this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section Nine. Inspection of Books and Records

Contractor will permit the County, or any duly authorized agent of the County, to inspect and examine the books and non-patient identified records of the Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County may review any and all of the Services performed by Contractor pursuant to this Agreement, along with the use and occupancy of the Clinic authorized under this Agreement. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

Section Ten. Medical Records

- A. The contractor shall maintain complete and accurate electronic medical records (hereinafter "EMR") for each Clinic patient. For purposes of this Agreement, an EMR is a real-time transaction-processing database of medical information. Records will be kept in a professional and legally compliant manner consistent with the accepted practices of the professional medical community.
- B. All medical records maintained by Contractor in connection with this Agreement shall be property of each individual patient and Contractor shall be the custodian of the records and data during the term of this Agreement. The contractor shall comply with all federal and state medical record requirements including but not limited to the Health Insurance Portability and Accountability Act. Contractors will at all times comply and require that any subcontractor comply with all applicable provisions of such laws, regulations and policies.
- C. County understands and agrees that all of the medical records and other protected health information maintained by Contractor will be held in the strictest confidence. County is not entitled to access any patient identified medical records or protected health information of Clinic patients without the appropriate written authorization from the patient unless medical records are a result of occupational medical services provided (i.e. Worker's Compensation or Pre-Employment Physicals) or as otherwise permitted by law.
- D. The retention of all medical records shall comply with applicable State and Federal laws, and it is the responsibility of the Contractor to ensure compliance. Contractor shall develop and implement policies, standards and procedures to protect the confidentiality and security of the medical records and ensure that all employees are trained to adhere to the policies.
- E. Upon termination of this Agreement, Contractor shall provide notice to all patients and facilitate the transfer of patient medical records to a provider as designated by each patient. Upon request of any patient at any time and payment of a reasonable copy fee, Contractor shall provide patient a copy of patient's medical record. At no time shall the County be the custodian of any medical records and/or data of any patient.

Section Eleven. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance that shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County.

Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having an AM Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 2. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 3. Professional Liability insurance with limits not less than \$1,000,000.
 4. Medical Malpractice Liability Insurance: Medical Malpractice Liability Insurance shall be maintained with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in aggregate.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability.
- C. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- D. If required coverage is written on a claim-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- E. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the County.
- F. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Brazoria County.

- G. In the event of any accident or claim occurring on County's Facility(ies) while under the care and custody of Contractor, a report shall be made as soon as possible, but not later than the next business day following the accident or event giving rise to a claim, to Project Manager on the Brazoria County Incident/Accident Report Form attached hereto as *Exhibit C*, which exhibit is incorporated herein for all purposes. In addition, Contractor shall promptly notify Project Manager in writing of the receipt of any legal suit or claim in any way concerning the Medical Services provided hereunder or the County Facility(ies) under the care of custody of Contractor for rendering such services hereunder. County shall have the right, but not the obligation, to participate in defense of any litigation, claim or demand arising hereunder, without relieving Contractor of its obligations under Section 12.
- H. Approval of the insurance by the County shall not relieve or decrease the liability of the Contractor.

Section Twelve. Indemnity

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, ACTIONS, LAWSUITS, DAMAGES, JUDGMENTS OR LIABILITIES OF ANY KIND WHATSOEVER ARISING OUT OF THE OPERATION AND/OR MAINTENANCE OF THE AFORESAID PROGRAM OF HEALTHCARE SERVICES AS CONDUCTED BY CONTRACTOR, ITS EMPLOYEES OR AGENTS, IT BEING THE EXPRESS UNDERSTANDING OF THE PARTIES HERETO THAT CONTRACTOR SHALL PROVIDE THE ACTUAL HEALTHCARE SERVICES, AND HAVE COMPLETE RESPONSIBILITY FOR SUCH HEALTHCARE SERVICES PROVIDED BY ITS EMPLOYEES, CONTRACTORS, AND AGENTS AND ANY LAWSUIT ARISING SOLELY OUT OF SUCH DELIVERY OF HEALTHCARE.

Section Thirteen. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer

or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The contractor shall use its best efforts to assist the County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement. The contractor will, at its sole expense, cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, should remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of the County and are reasonable in scope and content.
- D. The contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Acts.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section Fourteen. Independent Contractor

The relationship of the parties under this Agreement is that Contractor is an independent contractor. To the extent Contractor performs Services under this Agreement, it shall do so solely in the capacity of an independent contractor in its relationship with County. Contractor shall exercise independent judgment in making all medical decisions with respect to its patients and in managing and operating the Clinic pursuant to this Agreement, and is solely responsible for

making medical decisions, scheduling, prioritizing, staffing clinic operations, and determining how Clinic operations are to be performed. No term or provision of this Agreement or act of Contractor during the term of this Agreement shall be construed as making Contractor the agent, servant or employee of County, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which County provides to its employees. No term or provision of this Agreement or act of Contractor in performing under the terms of this Agreement shall be construed as creating a partnership, joint venture, or joint enterprise, or making Contractor the agent, servant, employee, partner or joint venture of the County.

Section Fifteen. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Brazoria County
Attn: County Judge
237 E. Locust, Suite 401
Angleton, Texas 77515

With a copy to: Brazoria County Human Resources Director
237 E. Locust, Suite 203
Angleton, Texas 77515
Phone: (979) 864-1809
Fax: (979) 864-1035
Email: hollyf@brazoria-county.com

Contractor: Next Level Urgent Care, LLC
5718 Westheimer, Suite 1800
Houston, Texas 77057
Phone: (713) 501-9473
Email: jbreeze@nlucc.com

- C. Notice is affecting only if the party giving or making the Notice has complied with subsections 15 (A) and 15 (B). A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section Sixteen. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, data privacy laws, minimum and maximum salary and wage statutes and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section Seventeen. Performance Warranty

Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Section Eighteen. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section Nineteen. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas, for all legal actions or proceedings arising out of or relating to the Agreement and Contractor waives the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section Twenty. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section Twenty-One. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section Twenty-Two. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section Twenty-Three. Publicity

Contact with citizens of Brazoria County, media outlets, or governmental agencies shall be the sole responsibility of the County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section Twenty-Four. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section Twenty-Five. Entire Agreement

This Agreement contains the entire Agreement among the parties and supersedes all other negotiation and agreements, whether written or oral. Attached hereto is ***Exhibit A: RFP: RFP 18-48 Employee Health Clinic***; ***Exhibit B: Next Level Urgent Care, LLC Response to RFP 18-48***; all of which are incorporated by reference as if set forth herein verbatim for all purposes.

Section Twenty-Six. Conflict

In the event there is a conflict, the following have priority with regard to the conflict: first; this document titled *Agreement for Health and Wellness Clinical Services Pursuant to RFP 18-48*, second; ***Exhibit A, RFP 18-48***; third; ***Exhibit B, Next Level Urgent Care, LLC Response to RFP 18-48***.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2024.

BRAZORIA COUNTY

NEXT LEVEL URGENT CARE, LLC

L.M. "Matt" Sebesta Jr.
County Judge

Authorized Agent-Signature
Printed Name: _____
Title: _____

Date

Date

Attachments:

- Exhibit A: RFP 18-48
- Exhibit B: Next Level Urgent Care, LLC Response to RFP 18-48
- Exhibit C: County Incident/Accident Report Form

EXHIBIT A



**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:

MONDAY, JUNE 18, 2018 at 11:00 A.M. CENTRAL STANDARD TIME

IF SUBMITTING A SEALED OFFER, PLEASE MARK ENVELOPE:

"RFP#18-48 EMPLOYEE HEALTH 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

LESA GIROUARD, A.P.P., C.P.M., CPPB
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

LESA GIROUARD, A.P.P., C.P.M., CPPB
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 by Thursday, June 7 2018. 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> and to the Brazoria County website at <http://brazoriacountytx.gov/departments/purchasing/bid-opportunities> 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.



LESA GIROUARD, A.P.P., C.P.M., CPPB
County Purchasing Director
Brazoria County Courthouse
111 E. Locust Street, Bldg. A-29, Suite 100
Angleton, Texas 77515

Published Dates:
WEDNESDAY, MAY 23, 2018
WEDNESDAY, MAY 30, 2018
WEDNESDAY, JUNE 6, 2018

**BRAZORIA COUNTY
CONTRACT SHEET**

**THE STATE OF TEXAS
COUNTY OF BRAZORIA**

This memorandum of agreement made and entered into on the ____ day of _____, 2018, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, by virtue of an order of Brazoria County Commissioners' Court, and _____ (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFP#18-48 EMPLOYEE HEALTH CLINIC as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), and 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.

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 _____ 2018.

SIGNATURE REQUIRED BY
VENDOR UPON AWARD

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Contractor

By: _____
Printed Name and Title

REQUEST FOR PROPOSAL TABLE OF CONTENTS

RFP#18-48 EMPLOYEE HEALTH 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 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 Documents" 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.

EXHIBIT A – REQUIRED DOCUMENTS

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

- CLINIC WORKBOOK (as posted in Bonfire)
- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT’S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- AGREEMENT TO NOT BOYCOTT ISRAEL
- VENDOR DATA SHEET & W-9 FORM
- EXCEPTIONS (IF APPLICABLE)
- ADDENDA (IF APPLICABLE)
- ADDITIONAL VENDOR SUBMITTED ATTACHMENTS
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ (if applicable)

The following "Request for Proposal - Table of Contents" documents are not required to be uploaded into Bonfire or with your hard copy submittal.

- **Cover Sheet**
- **Contract Sheet** - Must be signed electronically or in ink by an authorized representative of the respondent having the authority to bind the firm into a contract (TO BE SUBMITTED BY VENDOR UPON AWARD)
- **Instructions to Respondents**
- **Specifications / Scope of Work**
- **Statement of No Offer**
- **Standard Terms and Conditions**
- **Special Requirements**

- **Title VI Policy Statement**
- **Insurance Requirements**
- **Certificate of Interested Parties Form 1295 (TO BE SUBMITTED BY VENDOR UPON AWARD)**
- **Return Label** (*for hard copy sealed offers only*)

Attachments: The documents marked below are hereby attached and made a part of this package.

18-48 Exhibit A

18-48 Clinic Workbook

BRAZORIA COUNTY INSTRUCTIONS TO RESPONDENTS

RFP#18-48 EMPLOYEE HEALTH 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 the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, as well as all other documents included in the Request for Proposal Number «Number» 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. 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

In accordance with Texas Local Government Code 262.030, Brazoria County is seeking proposals for an employee health clinic.

3.0 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 Electronic Document Submission (using Bonfire electronic platform)

Respondent shall fill out, electronically SIGN, and upload the document into the Bonfire electronic platform. An authorized representative of the company **MUST** electronically sign the Respondent Certification Form. The Contract will be binding upon award and when signed by the Brazoria County Judge and a purchase order authorizing the work has been issued.

Each firm's electronically uploaded response shall be organized to conform to the RFP sequence and format. Respondent should provide a response for each and every portion of the RFP. Responses should be carefully considered by the respondent as they are critical to the evaluation process. Evaluation will consider the adequacy, accuracy and completeness of responses. While Brazoria County appreciates a brief straightforward concise proposal, the respondent must fully understand that the evaluation is based on the information provided. Any ambiguous and equivocal statements may be construed against the respondent.

Provider must note any exceptions to the statements, specifications or requirements stated in the proposal documents. These exceptions must be provided at the time of the RFP opening in order to be considered. Exceptions are to be included in Exhibit A and uploaded in the Bonfire electronic platform.

Each respondent shall submit completed Vendors Qualifications forms provided in Exhibit A. Brazoria County shall have the right to take such steps as it deems necessary to determine the ability of the respondent to perform its obligations under the Contract, and the respondent shall furnish Brazoria County all such information and data for this purpose as it may request. Brazoria County reserves the right to reject any offer where an investigation of the available data pertaining to the qualifications of a respondent is not to the satisfaction of Brazoria County.

RFP Hard Copy Document Submission

One (1) original hard copy and 2 *hard* copies shall be submitted which will include all documents associated with the request for proposal.

Brazoria County prefers that each response be bound in a three (3) ring or plastic comb binder and tabbed by section. Each bound submittal shall be marked as "Original" or "Copy". The tabs should identify the following sections by name as stated in Exhibit A, rather than by a number or alphabet.

Complete hard copy submissions 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 respondent's name and the RFP number which corresponds to this proposal.

Each response shall be organized to conform to the RFP sequence and format. Respondent should provide a response for each and every portion of the RFP. Responses should be carefully considered by the respondent as they are critical to the evaluation process. Evaluation will consider the adequacy, accuracy and completeness of responses. While Brazoria County appreciates a brief straightforward concise proposal, the respondent must fully understand that the evaluation is based on the information provided. Any ambiguous and equivocal statements may be construed against the respondent.

Where appropriate, your response may consist of phrases such as "understood" "agreed", or "no exception". Any omissions shall be assumed to be "No Exceptions". Any ambiguous and equivocal statements may be construed against the respondent.

Provider must note any exceptions to the statements, specifications or requirements stated in the proposal documents. These exceptions must be provided at the time of the RFP opening in order to be considered. Exceptions to the Standard Terms and Conditions and Special Requirements are to be included in Exhibit A.

Each respondent shall submit completed Vendors Qualifications forms provided in Exhibit A. Brazoria County shall have the right to take such steps as it deems necessary to determine the ability of the respondent to perform its obligations under the Contract, and the respondent shall furnish Brazoria County all such information and data for this purpose as it may request. Brazoria County reserves the right to reject any offer where an investigation of the available data pertaining to the qualifications of a respondent is not to the satisfaction of Brazoria County.

4.0 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 listed in Section 6.0 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.

5.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

Overall Qualifications and Expertise	20 points
Deliver the Scope of Work	20 points
Cost Models	20 points
Ability to evolve in a rapidly changing environment	10 points
Integration with current Health Plan Vendor	10 points
Creativity and Vision for Work outside of the RFP request	10 points
Implementation Plan	10 points

6.0 PROJECT MANAGER

HOLLY FOX, HUMAN RESOURCES

7.0 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 by June 7, 2018. The request must be addressed to Natasha Stulberg, Purchasing Department, at the address listed below or faxed to (979) 864-1034.

Brazoria County Purchasing Department
Attn: Natasha Stulberg
111 E. Locust Street, Bldg A-29, Suite 100
Angleton, TX 77515
Respondents may also email requests for clarification to: natashas@brazoria-county.com.

8.0 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.

9.0 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 violations 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/floodocs/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 to:

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

10.0 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://brazoriacountytx.gov/departments/purchasing/doing-business>.

11.0 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.

12.0 CONTRACT TERM

Award of Contract shall begin upon acceptance of Contract 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.

Renewal shall be subject to approval by Brazoria County Commissioner's Court each period. Once renewal option is exhausted, the Contract must be re-solicited.

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

13.0 INSURANCE REQUIREMENTS

Contractor 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 Contractor, 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 Contractor.

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. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor 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, Contractor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Contractor 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.

14.0 INCLEMENT WEATHER:

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.

BRAZORIA COUNTY SPECIFICATIONS / SCOPE OF WORK

RFP#18-48 EMPLOYEE HEALTH 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

Provided in the Excel Workbook which needs to be completed in full

2.0 GENERAL REQUIREMENTS

Provided in the Excel Workbook which needs to be completed in full

BRAZORIA COUNTY CLINIC WORKBOOK SUBMITTAL INSTRUCTIONS

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*)

RESPONDENT'S ARE TO DOWNLOAD AND FILL OUT THE ONLINE CLINIC WORKBOOK 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

RESPONDENT'S ARE TO INCLUDE WITH THEIR SEALED HARD COPY PROPOSAL, A PRINTED COPY OF CLINIC WORKBOOK.

IN ADDITION, VENDORS ARE TO INCLUDE THE CLINIC WORKBOOK (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#18-48 EMPLOYEE HEALTH 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: emorgan@brazoria-county.com

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 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 «Number» 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 a 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 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 included in the "Request for Proposal Table of Contents" as an applicable component* all respondents must submit, with proposal, a cashier's check or certified check for at least five percent (5%) of the total proposal price, if the proposal exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such cashier's check shall be payable to the order of Brazoria County. *This section is not applicable.*
33. **PERFORMANCE AND PAYMENT BONDS:** (Public Works Contract or as Required by Commissioner's Court) *If included in the "Request for Proposal Table of Contents" as an applicable component,* 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 created by a corporate surety company acceptable to Brazoria County's Texas Insurance Code. *This section is not applicable.*
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 2270 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].

BRAZORIA COUNTY SPECIAL REQUIREMENTS

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.

RFP Electronic Document Completion (using Bonfire electronic platform)

Respondent shall fill out, electronically **SIGN**, and upload the document into the Bonfire electronic platform. An authorized representative of the company **MUST** electronically sign the Respondent Certification Form. The Contract will be binding upon award and when signed by the Brazoria County Judge and a purchase order authorizing the services desired has been issued.

RFP Hard Copy Document Completion

Respondent shall fill out, **SIGN**, and return to the Brazoria County Purchasing Department one (1) original and *three* copies of Exhibit A. Respondents are to include with their sealed hard copy a printed copy of the Clinic Workbook as shown in Exhibit A.

In addition, vendors are to include the Clinic Workbook (in excel format) saved to a flash drive or CD.

An authorized representative of the company **MUST** sign the Contract Sheet upon award. The Contract will be binding only when awarded in court and signed by the Brazoria County Judge and a purchase order authorizing the services desired has been issued.

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.

RFP Submissions using Bonfire electronic bidding platform

Respondents must finalize their submission electronically in Bonfire before the project close date and time. If you have any questions on submitting, follow the instructions provided in Bonfire.

RFP Submissions using hard copy format

Respondents must return all completed bids to the Brazoria County Purchasing Department at the address below **no later than 11:00 A.M. CENTRAL STANDARD TIME** on the date specified. Late RFP's will not be accepted. RFP's must be submitted in a sealed envelope and addressed as follows:

MAILING ADDRESS:

LESA GIROUARD, A.P.P., C.P.M., CPPB
COUNTY PURCHASING DIR.
BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:

LESA GIROUARD, A.P.P., C.P.M., CPPB
COUNTY PURCHASING DIR.
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N.VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

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 offerer's 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/maker used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers 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: A price redetermination may be considered by Brazoria County only after six (6) months of the contract period have elapsed, and request for same shall be substantiated in writing addressed to the County Purchasing Director, 111 E. Locust, Bldg. A-29, Suite #100, Angleton, Texas 77515, based on a minimum of five (5) percent increase in manufacturer's direct cost, postage rates, Railroad Commission rates, prevailing wage/labor rates, etc. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Brazoria County reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the provisions of TERMINATION OF CONTRACT as included herein.

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.

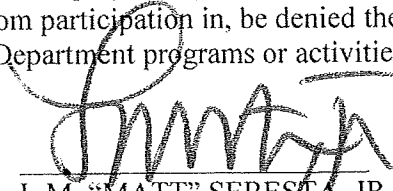
Contract Obligations

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**

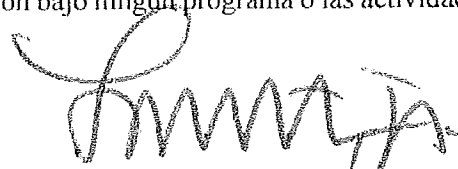
Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), 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 Discriminacion**

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:

	PER PERSON	PER OCCURRENCE
a. Premises and product liability	\$1,000,000	\$1,000,000
b. Aggregate policy limits	\$1,000,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned

	PER PERSON	PER OCCURRENCE
a. Bodily injury (including death)	\$1,000,000	\$1,000,000
b. Property damage	\$1,000,000	\$1,000,000
c. Aggregate policy limits	\$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____.

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.

**BRAZORIA COUNTY
RETURN LABEL**

**USE THIS LABEL ONLY IF YOU ARE SUBMITTING A HARD
COPY PROPOSAL SUBMISSION**

SEALED REQUEST FOR PROPOSAL (RFP)

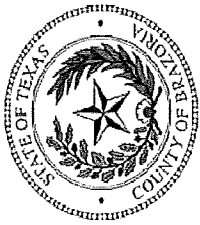
RFP#:	18-48
OPENING DATE:	MONDAY, JUNE 18, 2018
OPENING TIME:	11:00 A.M. C.S.T.
RFP DESCRIPTION:	EMPLOYEE HEALTH CLINIC

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*******



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

Effective Date: 10/1/2018

Question Due Date: 6/7/2018 - 4pm CST

Proposal Due Date: 6/18/2018 - 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 have all information necessary to complete submission of their proposals. If more information is needed, please contact Brazoria County

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

Benefit	Contracted Client Vendor
Medical	Aetna
Pharmacy	Aetna
Health Risk Assessment	CareHere (County Employee Clinic)
Biometrics	CareHere (County Employee Clinic)
Case/Care/Disease Management	Aetna

Does your team utilize these codes?

Code	Specific Procedural Codes	Yes Or No
10060	Incision And Drainage	
11200	Removal Of Skin Tags	
11752	Excision Nail W/Amp Tu	
17340	Cryotherapy For Acne	
20005	I&D Of Soft Tissue Absce	
20206	Biopsy, Muscle, Percuta	
20552	Injection, Trigger Point	
21550	Biopsy, Soft Tissue Of Ne	
29125	Application Of Short Arm	
36415	Venipuncture	
46600	Diagnostic Anoscopy	
69200	Removal Of Fb From Ex	
69210	Cerumen Removal (Ear 1)	
80048	Metabolic Panel, Basic	
80051	Electrolyte Panel	
80053	Metabolic Panel	
80061	Lipid Panel	
81002	U/A W/O Micro Non A	
81003	U/A W/O Micro Auto	
81025	Pregnancy, Urine	
82270	Blood Occult Peroxidase	
82272	Blood Occult By Peroxi	
82962	Blood Glucose - Monitor	
83013	H Pylori Analysis	
83036	Glycated Hemoglobin (A	
84442	Tsh	
84443	Assay Thyroid	
85025	Cbc W/ Auto Diff	
86318	H. Pylori Serum	
86580	Automat Hemogram	
87070	Cult Bacteria	
87205	Smear Stain And Interpret	
87491	Chylmd Trach,Dna,Amp Probe	
87591	N.Gonorrhoe	
87804	Flu (Rapid)	
87880	Strep A (Rapid)	
90460	Immun. Admin, 1st Di	
90461	Immun. Admin, Ea Ad	
90471	Vaccine Admin 21 And O	
90472	Subsequent Vaccines O	
90632	Hepa Vaccine Adult	
90633	Hepa Vacc Ped/Adol	
90634	Hepa Vaccine,Im	

90657	Influenza Virus Vac 6-35	
90658	Flu Vaccine Im 3+	
90696	Dtap-Ipv Vaccine	
90700	Dtap For Under 7 Yrs	
90707	Measles Mumps Vacc	
90713	Ipv Vacc For Im Or Sub	
90715	Tdap	
90716	Varicella Vaccines	
90732	Ppv 2yrs +	
90734	Meningococcal Vaccine	
90736	Zoster Shingle Vacc	
90744	Hep B Vacc,Pedi/Adol	
90746	Hep B Adult Dose	
90801	New Pt - Psychiatric Dia	
90805	Individual Therapy With	
90862	Pharmacological Manag	
92567	Typanometry	
93000	Ecg W/Interpretation	
94060	Spirometry, Pre And Pos	
94375	Flow Volume Loop Spi	
94640	Airway Inhalation Treatment	
94664	Nebulizer/Inhaler Demo	
96372	Inj. Therapeutic/Prophy	
99000	Specimen HdIng - Colle	
99050	After Hours	
99201	Office Outpatient New Patient	
99202	New - Problem Focused	
99203	New - Expanded Proble	
99204	New - Detailed	
99205	New - Comprehensive	
99211	Established - Minimal	
99212	Established - Problem F	
99213	Established - Exp Probl	
99214	Established - Detailed	
99215	Established - Comprehe	
99382	New - Well Visit 1-4 Yr	
99383	New - Well Visit 5-11 Yr	
99384	New - Well Visit 12-17 Yr	
99385	New - Well Visit 18-39 Yr	
99386	New - Well Visit 40-64 Yr	
99387	New - Well Visit 65 And	
99392	Established - Well Visit	
99393	Prev Visit Age 5-11 Yr	
99394	Established - Well Visit	
99395	Established - Well Visit	
99396	Established - Well Visit	
99397	Established - Well Visit	

99406	Tobacco Counseling Sy	
99496	Transcare Management	
A4550	Surgical Trays	
A7003	Nebulizer Mask And Tub	
A7016	Nebulizer Dome and Mouth Piece	
J0696	Rocephin, 250 Mg	
J1030	Depro-Medrol, 40mg	
J1040	Inj, Methylprednisolone	
J1055	Progesterone, 150mg (D	
J1885	Toradol, 15mg	
J2930	Methylr Sod Upto	
J2650	Inj, Prednisolone Acetate	
J3140	Injection, Testosterone S	
J3301	Triamcinolone Acet	
J7620	Albuterol Non-Compounded	
Q0091	Screening Papanicolaou Smear	
Q0111	Wet Mounts Inc Prepar	
Q2036	Flulaval Vacc 3 Yrs > Im	
Q4049	Finger Splint, Static	

Clinic

Position or Expense	Number of Positions Recommended	Mgmt Fee or Direct Pass-through	Projected Annual Salary/Cost	Comments
Administrative Staff				
Health Care Practitioners				
MD				
NP or PA				
RN				
Other Staff				
Coverage expense for vacation and time off				
Licensure expense				
Benefits allocation				
Recruiting expense				
Training expense				
Uniform Expense				
Liability Expense				
Management Fee				
Total Estimated Annual Cost			\$ -	

Pharmacy

Position or Expense	Number of Positions Recommended	Mgmt Fee or Direct Pass-through	Projected Annual Salary/Cost	Comments

Administrative Staff					
Pharmacist(s)					
Other Staff					
Coverage expense for vacation and time off					
Licensure expense					
Benefits allocation					
Recruiting expense					
Training expense					
Uniform Expense					
Liability Expense					
General and Administrative					
Total Estimated Annual Cost					\$ -

MATERIAL DESCRIPTION	UM	Quantity	UNIT PRICE	Annual Cost
ADHESIVE, SKIN LIQUIBAND EXCEED (10/BX 6BX/CS)	EA	1		0
ALBUTEROL SULFATE, SOL INH .083MG/ML 3ML (25/BX)	BX	2		0
AMMONIA, AMP .3ML INH (10/PK)	PK	1		0
ANKLE BRACE, UNIV 10"	EA	2		0
ANKLE WALKER, MAXTRAX W/AIR MED	EA	3		0
ARMSLING, UNIV SZ	EA	4		0
BANDAGE, ADHSV FABR SPOT 1" (100/BX 24BX/CS)	BX	8		0
BANDAGE, COBAN LF ASTD 2"X5YDS(36/CS)	CS	6		0
BANDAGE, ELAS SLF CLSR DLX 3"X5YDS (10RL/BX 5BX/CS)	RL	10		0
BASIN, EMESIS TURQ 10" (250/CS)	EA	10		0
BATTERY, AED POWER HEART G3 LITHIUM 12V	EA	1		0
BATTERY, RECHARGEABLE 3.5V	EA	2		0
CANNULA, O2 W/EAR CUSHION ADLT7" TU (25/CS)	EA	2		0
CEFTRIAXONE, SDV 250MG (10/BX)	EA	6		0
CEFTRIAXONE, SDV 250MG (10/BX)	EA	4		0
CEFTRIAXONE, SDV 500MG/15ML 15ML (10/BX)	EA	2		0
COLLECTION SET, BLD SAFETY LUER ADPT 23GX3/4"50/B	BX	1		0
COLLECTION SET, BLD W/SFTY SHLD STR 21GX3/4" (50/BX 10BX/CS)	BX	26		0
COLLECTION SET, BLD W/SFTY SHLD STR 23GX3/4 (50/BX 10BX/CS)	BX	7		0
COLLECTOR, SPECIMEN COMMODOE WHT 27OZ (100/CS)	EA	20		0
CONTAINER, SHARPS COLL HORIZ RED 5QT (10/BX 2BX/CS)	BX	2		0
CONTAINER, SHARPS RED 1QT (80/CS)	EA	16		0
CONTAINER, SHARPS RED 2GL (20/CS)	EA	16		0
CONTROL KIT, PREG HCG (1/BX)	BX	1		0
CONTROL, BLD GLUC LEVEL 1 TRUOMETRIX (1/BX 24/BX)	BX	1		0
CONTROL, BLD GLUC LEVEL 2 TRUOMETRIX (1/BX 24BX/CS)	BX	1		0
CONTROL, URINE DROPPER LEV1&2 10ML (6/BX 10BX/CS)	BX	2		0
COVER, PROBE ORAL SURETEMP DISP (250/BX 30BX/CS)	BX	11		0
DEBROX, DRP 6.5% 0.5OZ	EA	1		0
DEPO-MEDROL, VL 80MG/ML 1ML	EA	2		0
DEXAMETHASONE, SDV 4MG/ML 1ML (25/CT) APPPHM	EA	10		0
DISP SYSTEM, PHAR RETRN 8X8X15MEDFLATS LG (12/CS)	EA	1		0
ELECTRODE, DEFIB DISP ADLT (2/ST)	ST	1		0
EYE WASH FOUNTAIN, SINK MOUNT	EA	1		0
FLUCELVAX 2017, QUAD SYR 0.5ML(10DOSE/BX)	BX	40		0
GLOVE EXAM NITRL 3.5C PF BLU MED (200/BX)	BX	21		0
GLOVE EXAM NITRL 3.5C PF BLU SM (200/BX)	BX	1		0
GLOVE EXAM NITRL 3.8 PF BLUE LG (100/BX)	BX	3		0
GLOVE EXAM NITRL 3.8 PF BLUE MED (100/BX 10BX/CS)	BX	4		0
GLOVE EXAM NITRL 3.8 PF BLUE SM (100/BX)	BX	2		0
KENALOG-40, VL 40MG/ML 1ML	EA	25		0
KETOROLAC TROMETHAMINE, SDV 60MG/2ML (25/PK)	EA	2		0
KETOROLAC TROMETHAMINE, SDV 60MG/2ML (25/PK)	EA	26		0
LAMP, REPLCMNT F/03100 OTOSCOPE 3.5V (6/BX)	EA	1		0
LANCET, TWIST 28G (100/BX 50BX)	BX	10		0
LANCET, TWIST 28G (100/BX 50BX)	CS	1		0
METER KIT, BLD GLUC TRUOMETRIXSNGL PT (1/BX 6BX/CS)	CS	4		0
NEBULIZER, PED MASK AERO RESPIREX LF CLR 7' TU (50/CS)	EA	20		0
NEBULIZER, PED MASK AERO RESPIREX LF CLR 7' TU (50/CS)	CS	1		0
NEBULIZER, PULMONEB COMPRESSOR	EA	1		0
NEEDLE, HYPO ECLIPSE SAFETY 18GX1 1/2" (100/BX)	BX	1		0
NEEDLE, HYPO ECLIPSE SAFETY 25GX1 1/2"(100/BX)	BX	2		0
NEEDLE, HYPO ECLIPSE SAFETY 25GX1" (100/BX)	BX	3		0
PACKING STRIP, IODFRM 5% 1/4"X5YDS STR	BT	2		0
PACKING STRIP, PLAIN 1/4"X5YDSSTR LF (12	BT	1		0
PAD, ALCOHOL PREP STR MED (200/BX)	BX	14		0

PAPER, TABLE CREPE ECON WHT 21"X125' (12/CS)	CS	4	0
PILLOWCASE, T/P WHT 21X30 (100/CS)	CS	2	0
PROMETHAZINE, VL 25MG/ML 1ML (25/PK)	EA	10	0
SALINE, IRR SOL STR 100ML (48/CS)	EA	10	0
SANITIZER, HAND ALOE W/PUMP 18OZ (12/CS)	CS	1	0
SCALPEL, SAFETY DISP #11 (10/BX 50BX/CS)	BX	1	0
SHOE, POST-OP VELCRO OPEN-TOE FML LG	EA	1	0
SHOE, POST-OP VELCRO OPEN-TOE FML MED	EA	1	0
SHOE, POST-OP VELCRO OPEN-TOE FML SM	EA	1	0
SHOE, POST-OP VELCRO OPEN-TOE MALE LG	EA	1	0
SHOE, POST-OP VELCRO OPEN-TOE MALE MED	EA	1	0
SHOE, POST-OP VELCRO OPEN-TOE MALE SM	EA	1	0
SHOECOVER, LF UNIV BLU (50PR/BX)	BX	5	0
SPECULUM, VAG ILLUM DISP MED (25/BX 4BX/CS)	BX	1	0
SPHYG, ANEROID DLX LF BLK ADLT(1/BX)	BX	3	0
SPHYG, ANEROID DLX LF BURG LG ADLT (1/BX)	BX	3	0
SPONGE, GZE 2"X2" 8PLY N/S (200/BX)	BX	35	0
SPONGE, GZE 4"X4" 12PLY N/S (200/BG)	BG	4	0
SSD, CRM 1% 50GM	EA	2	0
STRIPS, BLD GLUC TRUEMETRIX SNGL PT (50/BX 24BX/CS)	CS	4	0
SUTURE REMOVL TRAY,AD FCP S/S SCIS (50/CS)	EA	36	0
SWABSTICK, PVP STR (1/PK 50PK/BX 10BX/CS) PSSRDC	BX	1	0
SYRINGE, LL 60CC (25/BX 4BX/CS)	EA	5	0
SYRINGE/NDL, ECLIPSE SFTY 3CC 25GX1 (50/BX 6BX/CS)	BX	8	0
SYRINGE/NDL, INTEGRA 3CC 25GX 1" (100/BX)	BX	4	0
TEST KIT, BINAX INFLUENZA A+B WAIVED (22TEST/KT) D/S	KT	2	0
TEST KIT, BINAX INFLUENZA A+B WAIVED (22TEST/KT) D/S	KT	2	0
TEST KIT, MONO WAIVED APPRV F/ALL AGES (25/KT)	KT	1	0
TEST, KIT STREP A DIPSTICK WAIVED (25/KT)	KT	7	0
THUMB SPICA, LT LG-XLG	EA	1	0
THUMB SPICA, LT SM-MED PSS704	EA	2	0
THUMB SPLINT, SPICA LT WT CLSRSTRP RT LG-XLG PSS704	EA	1	0
THUMB SPLINT, SPICA LT WT CLSRSTRP RT SM-MED PSS704	EA	2	0
TISSUE, FACIAL KLEENEX (100/BX36BX/CS)	BX	30	0
URINE TEST STRIP, 10SG F/121-120ANALYZ (100/VL 12V	VL	2	0
VENTOLIN HFA, AER W/COUNTER 90MCG 60DOSE	EA	1	0
WIPE, GERMICIDE LG 6"X6.75" (160/BX 12BX/CS)	CS	1	0
WRIST SUPPORT, COMFORT FORM LTMED	EA	1	0
WRIST SUPPORT, COMFORT FORM RTMED	EA	1	0

MATERIAL DESCRIPTION	UM	Quantity	UNIT PRICE	Annual Cost
BINDER,INP,VW,DR,2",BLACK	EA	4		0
BINDER,OD,VIEW,RR,1",BLACK	EA	4		0
HOLDER,8-TIER,BUS CRD,BK	EA	2		0
NOTES,POST-IT,SUPER-STICKY,24P	PK	1		0
NOTE,POST-IT,1.5X2",12PK,NEON	DZ	1		0
TONER,BROTHER,HIGH YIELD,BLACK	EA	1		0
Folder Ltr1/3 100 Bx	BX	1		0
CARTRIDGE,TAPE,FLEX,1/2"	EA	1		0
FRAME,DOCU,8.5X11,GLOSS,BLACK	EA	6		0
RCA TPH303 - air duster	EA	2		0
TAPE,PACKAGING,2"X800"	RL	1		0
WIPES,DISINF,LL,35CT-3PK	PK	1		0
TRAY,LTR,STACKABLE,6/PK,BLACK	PK	1		0
CARTRIDGE,TAPE,FLEX,1/2"	EA	1		0
TONER,HP CLJ CC530A,2PK,BLACK	PK	1		0
PEN,RETRACT,G-2,BK,FN	DZ	1		0
CANDY,POPS,DUM DUM,STND UP BAG	PK	1		0
MOP,SWIFFER SWEEPER,GN	EA	1		0
PEN,ROUND STIC,BIC,60CT,BLACK	BX	1		0
SPONGE,MULTI,PURP,SCTCHBRITE	PK	1		0
CLEANER,SWIFFER WET,12/BX	BX	1		0
CADDY,CUTLERY,PLASTIC,CLEAR	EA	1		0
HOLDER,PAPER CLIP,MESH,BLACK	EA	1		0
FOOD,STARLIGHT,2LB/TUB	EA	1		0
CUP,PENCIL,MESH,BLACK	EA	1		0
TONER,LJ, HP 304A CYM TRI-PACK	PK	1		0
HOLDER,BUSINESS CARD	EA	1		0
BIN,STCKNG,MDLR,5X5.5,LGE,CLR	EA	10		0
SANITIZER,HAND,PURELL,ALOE,8OZ	EA	6		0
HOLDER,8-TIER,BUS CRD,BK	EA	1		0
BATTERY,ENERGIZER MAX AA,36PK	PK	1		0
Deskpad,M,22X17,1C,OD,RY17	EA	4		0
PEN,ROUND STIC,BIC,60CT,BLACK	BX	2		0
WIPES,TABLET COMPUTER,BE	EA	1		0
BINDER,INP,VW,DR,2",BLACK	EA	1		0
WIPES,DISINF,LL,35CT-3PK	PK	1		0
SHEET PROT,OD,STD,CLR,200/BX	BX	1		0
PEN,ROLLER,GEL,G2,UF,DOZEN,BLK	DZ	1		0
ASSORTED PARTY MIX,5LB BAG	EA	1		0
CADDY,CUTLERY,PLASTIC,CLEAR	EA	1		0
BINDER,OD,VIEW,RR,1",BLACK	EA	1		0
DIVIDER,OD,BIGTAB,8T,2PK,COLOR	ST	3		0
CARTRIDGE,TAPE,FLEX,1/2"	EA	2		0
TABLE,FOLD,TBL,W,BENCH;WHT	EA	1		0

FIRM QUALIFICATIONS	RESPONSE
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 Gallagher Benefit Services/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	RESPONSE
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	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.	
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	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.	

ADMINISTRATION AND OPERATIONAL CAPABILITIES	YES or NO	COMMENTS
Can members schedule appointments online?		
Does Your company have a website for employees to promote and encourage the Clinic?		
Will Your company website be tailored and customized to Client?		
If Yes, can the website be linked to the Client's website?		
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.		
Are phone scheduling appointments done at the Clinic or at a different administrative office?		
Can Client choose to offer general primary care coverage to part-time employees or employees who do not participate in Client's medical plan?		
Do any of Your Clients provide pre-hire and random drug testing?		
Would there be any additional fees or expenses in provider compensation to perform the pre-hire or random drug testing?		
Does Your company recommend that Client include drug testing as a standard service?		
Do You offer a toll free Nurse Line/what would be the hours of operation?		
Does Your company offer online Physician Telemedicine services? If so, provide hours of availability.		
Does Your company provide ready to use templates for Client to customize and develop their own communication campaign?		
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.)		
What special equipment will be needed to perform DOT Physicals? Are these services included in Your fees and costs?		
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?		

FACILITY MANAGEMENT	YES/NO	COMMENTS
<p>Will You be responsible for all facility management functions of the Clinic? What will the Client be responsible for?</p>		
<p>Will all Contractors, Sub Contractors, and Clinic Personnel be held to and conform to Client site and building procedures and guidelines established by the Client?</p>		
<p>Meet all State and local code requirements and obtain necessary licenses?</p>		
<p>Notify the Client of all repairs and maintenance to the Clinic. Who will be responsible for these issues?</p>		

DELIVERY OF CARE	YES/NO	COMMENTS
Do You contract with an outside Disease Management Company to perform DM services?		
Does Your company provide specific practice protocols to Your hired or contracted physicians?		
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?		
Do You contract with a lab for Your testing? Please provide name of lab?		
What is the treatment age minimum of dependent children enrolled in the Health Plan?		
Can employees who are <i>not</i> enrolled in the Health Plan visit the Clinic? If yes, please explain process.		
Does Your company provide a Health Risk Assessment (HRA)?		
Does Your company have the ability to conduct an HRA electronically and by paper?		
Are there additional costs either administrative or other for using Your HRA?		
Will You provide a secure portal for members to access Personal Electronic Health records?		
Will Patient Medical Records be retained by the Client Clinic should this contract be terminated at a future date?		
Does Your company identify high-risk members for targeted DM or Wellness Intervention?		
When a disease has been identified, is there a standard procedure utilized to elevate the care provided to the member within the health plan?		
Do You provide a specialized treatment plan for managing Diabetics? Explain the program.		
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.		
Is there an outline of the structured DM programs that You manage and/or have processes for?		

<p>Do You coordinate DM practices with the carrier(s) that Client contracts?</p> <p>Do You manage the performance of Your hired or contracted physicians?</p> <p>What is the process?</p> <p>Does Your Clinic review and confirm individual member compliance with recommended DM programs?</p> <p>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?</p> <p>Programs, systems and vendors You use to provide Disease Management Programs.</p>		
<p>Do You advise Your Clients when they are coaching their employees about receiving care when the facility is not staffed by licensed providers?</p> <p>Do You and Your centers provide messaging for employees after hours when the center is closed?</p> <p>Is there a standard process for engaging an individual with an identified potential risk factor?</p> <p>Describe any and all outreach suggestions that You have previously managed to obtain better participation from people who have not participated.</p>		

Telemedicine Service Delivery

How many physician consultants do you have available? How many physician extenders do you have available, e.g. CRNP's or PA's?

Are there any incentive compensation programs for your customer service, physicians and physician extenders? If so, what are the key criteria used to determine incentive compensation and how is performance measured relative to this criteria?

Describe the process for physician/extender network inclusion? What is the background investigation process of all physicians/extenders? Have any physicians had malpractice claims in the past? Are all physicians/extenders in good board standing? If not, please explain.

Describe your staff qualifications, board certifications, training programs, knowledge of primary, urgent and disease management issues.

How are physician credentials verified? Who in your organization is responsible for verifying the credentials?

Describe the recredentialing process for physicians, including frequency, criteria and percentage of physicians that are recredentialed each year.

Describe the general credentialing and recredentialing process and minimum criteria for non-physician care providers with your company.

On average, how many consultations per month do each of your consultant physicians/extenders do for your company (by category)?

What percentages of your calls are handled by each title: physicians, RN's, LPN's, CRNP's and PA's?

How many physician/extender consultants have you removed from your network in the last 12 months? Please document reasons for termination and number of physician/extender consultants for each reason (including voluntary resignations and terminations for cause)

How is patient satisfaction measured? Does your company initiate outbound calls to patients to check on the progression of treatment?

Describe in detail your quality assurance reviews including the frequency of the reviews, who performs them, where they are performed and what percentage of calls are reviewed?

What are your normal hours of operation? What provisions are in place for urgent and non urgent calls received during off hours?

Describe the qualifications, training and experience of the customer service representatives, physicians and physician extenders.

Are telephone conversations monitored for quality of dialogue, responsiveness, politeness and accuracy of information provided?

If an inquiry cannot be resolved on the initial call, who is responsible for researching the issue and calling back the patient? What is the standard time frame for returning these calls?

Are there guidelines that specify what types of calls must be referred to physicians?

What % of calls are the patients referred back to their PCP?

Is there any limit to the number of times a patient can call for treatment?
How is individual overuse of services handled? Can individuals be terminated from the program for overuse? If so, what constitutes overuse?

Are there procedures in place to address potential child and domestic abuse situations based on symptoms or need for care?

Describe the methodologies you employ to solicit patient, client or provider feedback about your services.

How do you help callers establish new relationships with PCPs?

What is the average wait time to talk to a physician/extender?

Are there multi-lingual physician/extender capabilities?

Are there any age limits on the members you can treat?

How are behavioral health issues handled?

Describe the prescription dispensing process? What safeguards are in place to prevent abuse?

How do you integrate with existing primary care physicians of callers?

Do you integrate with disease or condition management programs?

How?

Do you have a process to notify your physician/extender consultants of your clients' formularies? Describe.

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

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.		
Provide annual Facility audits along with security risk assessment in accordance with HIPAA/HITECH.		
Evaluate and update policies and procedures, protocols, etc.		

COMMUNICATION/PATIENT DEVELOPMENT	YES/NO	COMMENTS
Official Website		
Newsletters		
Social media Campaigns		
Location meet and greets		
Open House Visits		
Monthly health initiative campaigns		

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?		
Will Your Company agree to receive the Biometric Files on all participants for DM outreach programs?		
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?		
Agree to receive Health Plan eligibility files from the Health Plan?		
Agree to contract with Carrier/TPA as a credentialed Medical Clinic for Fee for Service Plan development?		

LEGAL REQUIREMENTS/QUALITY MANAGEMENT	YES/NO	COMMENTS
<p>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?</p>		
<p>Describe any and all legal liability that Client may have in implementing a Medical Center/Clinic that Your company will not indemnify.</p>		
<p>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?</p>		
<p>The Client reserves the right to Audit all services, costs, operations of the Clinic either directly or through an authorized Agent.</p>		
<p>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.</p>		

CRITERIA	WEIGHTED VALUE
Overall Qualifications and Expertise	20
Deliver the Scope of Work	20
Cost Models	20
Ability to evolve in a rapidly changing environment	10
Intergration with current Health Plan Vendor	10
Creativity and Vision for work outside of RFP request	10
Implementation Plan	10
Total Points	100



BRAZORIA COUNTY ADDENDUM NUMBER 1

RFP#18-48 EMPLOYEE HEALTH CLINIC

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP#18-48 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: "We downloaded the files from Bonfire and found 3 files.

1. 18-48 Employee Health Clinic.pdf
2. 18-48 Exhibit A.pdf
3. Copy of 18-48 Clinic Workbook.xlsx

Are there more documents to be included that are not posted on Bonfire yet? We didn't find any information regarding specifications, questions, history, etc.

Brazoria County Answer: Exhibit B as well as the SBC for the 2 medical plans was inadvertently not posted in Bonfire. Please refer to the documents which are now posted and available for immediate download.

2.2 Vendor Question: "? I am specifically looking for a file that includes the following information:

- History of the clinic
- Complete details regarding the population that has access to the current clinic (Very Important)
 - # of Employees
 - # of Dependents
 - # of Retirees
- Details regarding the reason for proposal? Issues with current vendor, under-utilization, market check, etc .?
- Details regarding Benefits
 - High Deductible Health Plan/HSA and PPO or both ? If so, what percentage is HDHP/HSA and PPO?
- Scope – not in questionnaire form (Very Important)
 - Primary Care/PCMH?
 - Onsite Pharmacy?
 - Is Occupational Health included etc.?

We need this information to determine if we are a good fit for the County and to determine accepting the bid and dedicating resources. The sooner we can obtain this information or the file that includes this information is greatly appreciated.

Brazoria County Answer: Exhibit B as well as the SBC for the 2 medical plans was inadvertently not posted in Bonfire. Please refer to the documents which are now posted and available for immediate download.

3. BRAZORIA COUNTY NOTICE:

Please disregard the previously posted 18-48 Clinic Workbook. Due to a computer glitch, the spreadsheet auto locked and did not allow vendors to fill in the cells.

The issue has been fixed and a new 18-48 Clinic Workbook is now posted to Bonfire and available for immediate download. Sorry for any inconvenience.

4. 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 natashas@brazoria-county.com.

LEGAL NAME OF CONTRACTING COMPANY

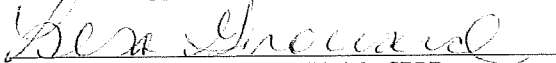
TELEPHONE NUMBER

FACSIMILE NUMBER

SIGNATURE

NAME AND TITLE PRINTED

*Addendum approved by:



LESA GIROUARD, A.P.P., C.P.M., CPPB
County Purchasing Director

5/31/18
Date



Brazoria County

RFP 18-48 Historical Information
Exhibit B

Burke O. Sunday, LHIC
Public Niche Sector
Arthur J. Gallagher Benefit Services, Inc.
2245 Texas Drive | Suite 140
Sugar Land, TX 77479
burke_sunday@ajg.com
www.ajg.com



Gallagher

Insurance | Risk Management | Consulting



Insurance | Risk Management | Consulting

Brazoria County

Introduction

Brazoria County implemented an Employee Health Clinic in the Spring of 2012. The current Contract is expiring which prompted the Request for Proposal. The Clinic has been staffed and managed by the same vendor, who has been asked to submit a proposal again this time.

Brazoria County has a diverse workforce of approximately 1,340 Full-time employees working across the county. They currently have 2 self funded medical plans administered by Aetna. Please refer to the attached benefit summaries for plan designs.

Currently around 1,260 active employees are on a medical plan with 46 employees waiving coverage. Approximately 1,000 dependents are covered by the plan. The medical plan also includes 104 Pre-65 retirees with their dependents. The city also offers Post- 65 coverage to 228 retirees and their dependents.

Additional Information

The County currently offers a Basic Clinic for Primary care services. They will entertain proposals including an onsite pharmacy and Occupational Health Services.



Coverage for: Individual + Family | Plan Type: POS

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, please visit www.HealthReformPlanSBC.com or call 1-866-381-8933. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-866-381-8933 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For each Calendar Year, In-network: Individual \$1,750 / Family \$5,250; Out-of-network: Individual \$3,000 / Family \$9,000.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. In-network preventive care is covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	Yes- For prescription drug expenses- Individual \$150/Family \$450. No other specific deductibles.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	For each Calendar Year, In-network: Individual \$3,500 / Family \$10,500; Out-of-network: There is no out-of-pocket limit.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, penalties for failure to obtain pre-authorization for services & health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.aetna.com/docfind or call 1-800-370-4526 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$40 copay / visit	50% coinsurance	None
	Specialist visit	\$60 copay / visit	50% coinsurance	None
	Preventive care / screening / immunization	No charge	50% coinsurance	Age and frequency schedules may apply.
If you have a test	Diagnostic test (x-ray, blood work)	No charge	50% coinsurance	None
	Imaging (CT/PET scans, MRIs)	20% coinsurance	50% coinsurance	Pre-certification required.
If you need drugs to treat your illness or condition More information about <u>prescription drug</u> coverage is available at www.aetnapharmacy.com/ value Value <u>Formulary</u>	Preferred generic drugs	Copay / prescription: \$5 for 30 day supply (retail), \$10 for 31-90 day supply (retail & mail order)	Not covered	Covers up to a 30-day supply (retail prescription); 31-90 day supply (retail & mail order prescription). Includes contraceptive drugs and devices obtainable from a pharmacy, oral fertility drugs. No charge for formulary generic FDA -approved women's contraceptives in-network. Review your formulary for prescriptions requiring pre-certification or step therapy for coverage. Your cost will be higher for choosing Brand over Generics unless prescribed Dispense as Written.
	Preferred brand drugs	Copay / prescription: \$30 for 30 day supply (retail), \$60 for 31-90 day supply (retail & mail order)	Not covered	
	Non-preferred brand drugs	Copay/prescription: \$60 for 30day supply(retail), \$120 for 31-90 day supply (retail & mail order)	Not covered	
If you have outpatient surgery	Specialty drugs	Copay / Prescription: \$150	Not covered	Aetna Specialty CareRx SM - First Prescription must be filled at a participating retail pharmacy or Aetna Specialty Pharmacy [®] . After 1st fill, subsequent fills must be through Aetna Specialty Pharmacy [®] .
	Facility fee (e.g., ambulatory surgery center)	20% coinsurance after \$100 copay / visit	50% coinsurance	None
	Physician/surgeon fees	20% coinsurance	50% coinsurance	None

If you need immediate medical attention	Emergency room care	20% coinsurance after \$250 copay / visit	50% coinsurance	No coverage for non-emergency use.	
	Emergency medical transportation	20% coinsurance	50% coinsurance	50% coinsurance for non-emergency transport.	
	Urgent care	\$50 copay / visit	50% coinsurance	_____ None _____	
Common Medical Event	Services You May Need		What You Will Pay		Limitations, Exceptions & Other Important Information
	Network Provider (You will pay the least)		Out-of-Network Provider (You will pay the most)		
	Facility fee (e.g., hospital room)	20% coinsurance after \$200 copay / stay	50% coinsurance	Pre-authorization required for out-of-network care.	
	Physician/surgeon fees	20% coinsurance	50% coinsurance	_____ None _____	
	Outpatient services	\$60 copay / visit	50% coinsurance	_____ None _____	
	Inpatient services	20% coinsurance after \$200 copay / stay	50% coinsurance	Pre-authorization required for out-of-network care.	
	Office visits- Prenatal & postnatal	No charge	50% coinsurance	_____ None _____	
	Childbirth/delivery professional services	20% coinsurance	50% coinsurance	Includes outpatient postnatal care. Pre-authorization required for out-of-network care. Deductible & copay waived for newborn hospital expenses.	
	Childbirth/delivery facility services	20% coinsurance after \$200 copay / stay	50% coinsurance	Coverage is limited to 120 visits/plan year, including up to 70-8 hour shifts. Pre-authorization required for out-of-network care.	
	Home health care	20% coinsurance	50% coinsurance	_____ None _____	
	Rehabilitation services	20% coinsurance	50% coinsurance	_____ None _____	
	Habilitation services	Not covered	Not covered	Not covered	
	Skilled nursing care	20% coinsurance	50% coinsurance	Coverage is limited to 120 days/plan year. Pre-authorization required for out-of-network care.	
	Durable medical equipment	20% coinsurance	50% coinsurance	_____ None _____	
Hospice services	No Charge	50% coinsurance	Pre-authorization required for out-of-network care.		

If your child needs dental or eye care	Eye exam	No charge	50% coinsurance	Coverage is limited to 1 routine eye exam per calendar year.
	Glasses	Not covered	Not covered	Not covered.
Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Dental check-up	Not covered	Not covered	Not covered.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Cosmetic surgery
- Dental care (Adult & Child)
- Glasses (Child)
- Habilitation services
- Hearing aids
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Routine eye care (adult)- coverage limited to 1 Routine eye exam per calendar year.
- Infertility treatment - Coverage is limited to the diagnosis and treatment of underlying medical condition.
- Private-duty nursing - Coverage is limited to 70 eight-hour shifts per calendar year.
- Chiropractic care- limited to 20 visits plan year

Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is:

- For more information on your rights to continue coverage, contact the plan at 1-866-381-8933.
 - For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccijio.cms.gov.
 - If your coverage is a church plan, church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law.
- Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

- Aetna directly by calling the toll free number on your Medical ID Card, or by calling our general toll free number at 1-866-381-8933.

- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccijio.cms.gov.
- Additionally, a consumer assistance program can help you file your appeal. Contact information is at: <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>.

Does this plan provide Minimum Essential Coverage? Yes.

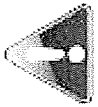
If you don't have **Minimum Essential Coverage** for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan Meet Minimum Value Standard? Yes.

If your **plan** doesn't meet the **Minimum Value Standards**, you may be eligible for a **premium tax credit** to help you pay for a **plan** through the **Marketplace**.

----- *To see examples of how this plan might cover costs for a sample medical situation, see the next section.*-----

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the **cost sharing** amounts (**deductibles**, **copayments** and **coinsurance**) and **excluded services** under the **plan**. Use this information to compare the portion of costs you might pay under different health **plans**. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,500
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost	\$12,800
In this example, Peg would pay:	
<i>Cost Sharing</i>	
Deductibles	\$2,500
Copayments	\$0
Coinsurance	\$3,000
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$5,560

Managing Joe's Type 2

Diabetes (a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,500
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,400
In this example, Joe would pay:	
<i>Cost Sharing</i>	
Deductibles	\$2,500
Copayments	\$0
Coinsurance	\$1,400
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$3,920

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$2,500
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost	\$1,900
In this example, Mia would pay:	
<i>Cost Sharing</i>	
Deductibles	\$1,900
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,900

Assistive Technology

Persons using assistive technology may not be able to fully access the following information. For assistance, please call 1-866-381-8933.

Smartphone or Tablet

To view documents from your smartphone or tablet, the free WinZip app is required. It may be available from your App Store.

Non-Discrimination

Aetna complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Aetna does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Aetna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact our Civil Rights Coordinator.

If you believe that Aetna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Civil Rights Coordinator, PO Box 14462, Lexington, KY 40512, 1-800-648-7817, TTY 711, Fax 859-425-3379, CRCoordinator@aetna.com.

California HMO/HNO Members: Civil Rights Coordinator, PO Box 24030 Fresno CA, 93779, 1-800-648-7817, TTY 711, Fax 860-262-7705, CRCoordinator@aetna.com. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building, Washington, D.C. 20201, 1-800-368-1019, 1-800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies, including Aetna Life Insurance Company, Coventry Health Care plans and their affiliates.

TTY: 711

Language Assistance:

For language assistance in your language call 1-866-381-8933 at no cost.

Albanian -	Për asistencë në gjuhën shqipe telefononi falas në 1-866-381-8933.
Amharic -	ለዳጎቻ ለገዛ በ አማርኛ በ 1-866-381-8933 በገጹ ይደውሉ
Arabic -	1-866-381-8933 للمساعدة في اللغة العربية، الرجاء الاتصال على الرقم المجاني
Armenian -	Լեզվի ցուցաբերած ազգայնաբան (հայերեն) օգնություն 1-866-381-8933 անսուսն գումար:
Bahasa Indonesia -	Untuk bantuan dalam bahasa Indonesia, silakan hubungi 1-866-381-8933 tanpa dikenakan biaya.
Bantu-Kirundi -	Niba urondera uwugufasha mu Kirundi, twakure kuri iyi numero 1-866-381-8933 ku busa
Bisayan-Visayan -	Alang sa pag-abag sa pinulongan sa (Binisayang Sinugboanon) tawag sa 1-866-381-8933 nga walay bayad.
Catalan -	Per rebre assistència en (català), truqui al número gratuït 1-866-381-8933.
Chamorro -	Para ayuda gi fino' (Chamoru), ágang 1-866-381-8933 sin gástu.
Chinese -	欲取得繁體中文語言協助，請撥打 1-866-381-8933，無需付費。
Choctaw -	(Chahta) anumpa ya apela a chi ḷpaya hinla 1-866-381-8933.
Cushite -	Gargaarsa afaan Oromiffa hiikuu argachuuf lakkokkofsaa bilbilaa 1-866-381-8933 irratti bilisaan bilbilaa.
Dutch -	Bel voor tolk- en vertaaldiensten in het Nederlands gratis naar 1-866-381-8933.
French -	Pour une assistance linguistique en français appelez le 1-866-381-8933 sans frais.
French Creole -	Pou jwenn asistans nan lang Kreyòl Ayisyen, rele nimewo 1-866-381-8933 gratis.
German -	Benötigen Sie Hilfe oder Informationen in deutscher Sprache? Rufen Sie uns kostenlos unter der Nummer 1-866-381-8933 an.
Greek -	Για γλωσσική βοήθεια στα Ελληνικά καλέστε το 1-866-381-8933 χωρίς χρέωση.

- Portuguese - Para obter assistência linguística em português ligue para o 1-866-381-8933 gratuitamente.
- Romanian - Pentru asistență lingvistică în românește telefonați la numărul gratuit 1-866-381-8933
- Russian - Чтобы получить помощь русскоязычного переводчика, позвоните по бесплатному номеру 1-866-381-8933.
- Samoaan - Mo fesoasoani tau gagana I le Gagana Samoa vala'au le 1-866-381-8933 e aunoa ma se totogi.
- Serbo-Croatian - Za jezičnu pomoć na hrvatskom jeziku pozovite besplatno broj 1-866-381-8933.
- Spanish - Para obtener asistencia lingüística en español, llame sin cargo al 1-866-381-8933.
- Sudanic-Fulfude - Fii yo on hebu balal e ko yowitii e haala Pular noddee e oo numero doo 1-866-381-8933. Njodi woo fawaaki on.
- Swahili - Ukihitaji usaidizi katika lugha ya Kiswahili piga simu kwa 1-866-381-8933 bila malipo.
- Syriac - 1-866-381-8933 ܟܠ ܡܬܟܠܡܐ ܕܟܠ ܘܟܠܐ ܕܟܠ ܘܟܠܐ ܕܟܠ ܘܟܠܐ ܕܟܠ ܘܟܠܐ.
- Tagalog - Para sa tulong sa wika na nasa Tagalog, tawagan ang 1-866-381-8933 nang walang bayad.
- Tongan - Kapau 'oku fiema'u hā tokoni 'i he lea faka-Tonga telefoni 1-866-381-8933 'o 'ikai hā tōtōngi.
- Trukese - Ren ánimisinin chiakú ren (Kapasen Chuuk) kopwe kékkéeri 1-866-381-8933 nge esapw kamé ngonuk.
- Turkish - (Dil) çağrısı dil yardim için. Hiçbir ücret ödemedem 1-866-381-8933.
- Ukrainian - Щоб отримати допомогу перекладача української мови, зателефонуйте за безкоштовним номером 1-866-381-8933.
- Urdu - 1-866-381-8933 سے کال کر کے اپنی زبان کی مدد حاصل کریں۔
- Vietnamese - Để được hỗ trợ ngôn ngữ bảnng (ngôn ngữ), hãy gọi miễn phí đến số 1-866-381-8933.
- Yiddish - פאר שפראך הילף אין אידיש חפץ 1-866-381-8933 פון אפצאל.
- Yoruba - Fún iranlowọ nípa èdè (Yorùbá) pẹ 1-866-381-8933 láí san owó kankan rárá.



Coverage for: Individual + Family | Plan Type: POS

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, please visit www.HealthReformPlanSBC.com or call 1-866-381-8933. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-866-381-8933 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For each Calendar Year, In-network: Individual \$2,750 / Family \$8,250; Out-of-network: Individual \$3,000 / Family \$9,000.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. In-network preventive care is covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	For each Calendar Year, In-network: Individual \$5,000 / Family \$15,000; Out-of-network: There is no out-of-pocket limit.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, penalties for failure to obtain pre-authorization for services & health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.aetna.com/docfind or call 1-800-370-4526 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	50% coinsurance	None
	Specialist visit	20% coinsurance	50% coinsurance	None
	Preventive care / screening / immunization	No charge	50% coinsurance	Age and frequency schedules may apply.
If you have a test	Diagnostic test (x-ray, blood work)	No charge	50% coinsurance	None
	Imaging (CT/PET scans, MRIs)	20% coinsurance	50% coinsurance	Pre-certification required.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.aetnapharmacy.com/value Value Formulary	Preferred generic drugs	20% coinsurance	Not covered	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription). Includes contraceptive drugs and devices obtainable from a pharmacy, oral fertility drugs. No charge for formulary generic FDA –approved women's contraceptives in-network.
	Preferred brand drugs	20% coinsurance	Not covered	
	Non-preferred brand and non-preferred generic drugs	20% coinsurance	Not covered	
	Specialty drugs	20% coinsurance	Not covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	50% coinsurance	Aetna Specialty CareRx SM - First Prescription must be filled at a participating retail pharmacy or Aetna Specialty Pharmacy®. After 1st fill, subsequent fills must be through Aetna Specialty Pharmacy®.
	Physician/surgeon fees	20% coinsurance	50% coinsurance	
	Emergency room care	20% coinsurance	30% coinsurance	
If you need immediate medical attention	Emergency medical transportation	20% coinsurance	50% coinsurance	No coverage for non-emergency use.
	Urgent care	20% coinsurance	50% coinsurance	50% coinsurance for non-emergency transport. None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Physician/surgeon fees	20% coinsurance	50% coinsurance	None
	Outpatient services	20% coinsurance	50% coinsurance	None
	Inpatient services	20% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
If you need mental health, behavioral health, or substance abuse services	Office visits- Prenatal & postnatal	No charge	50% coinsurance	None
	Childbirth/delivery professional services	20% coinsurance	50% coinsurance	Includes outpatient postnatal care. Pre-authorization required for out-of-network care.
	Childbirth/delivery facility services	20% coinsurance	50% coinsurance	
If you are pregnant	Home health care	20% coinsurance	50% coinsurance	Coverage is limited to 120 visits/plan year, including up to 70-8 hour shifts. Pre-authorization required for out-of-network care.
	Rehabilitation services	20% coinsurance	50% coinsurance	None
	Habilitation services	Not covered	Not covered	Not covered
	Skilled nursing care	20% coinsurance	50% coinsurance	Coverage is limited to 120 days/plan year. Pre-authorization required for out-of-network care.
	Durable medical equipment	20% coinsurance	50% coinsurance	None
	Hospice services	No Charge	50% coinsurance	Pre-authorization required for out-of-network care.
If your child needs dental or eye care	Eye exam	No charge	50% coinsurance	Coverage is limited to 1 routine eye exam per calendar year.
	Glasses	Not covered	Not covered	Not covered.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Dental check-up	Not covered	Not covered	Not covered.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Cosmetic surgery
- Dental care (Adult & Child)
- Glasses (Child)
- Habilitation services
- Hearing aids
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Routine eye care (adult)- coverage limited to 1 Routine eye exam per calendar year.
- Chiropractic care- limited to 20 visits plan year
- Infertility treatment - Coverage is limited to the diagnosis and treatment of underlying medical condition.
- Private-duty nursing - Coverage is limited to 70 eight-hour shifts per calendar year.

Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is:

- For more information on your rights to continue coverage, contact the plan at 1-866-381-8933.
- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov.

If your coverage is a church plan, church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law.

Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

- Aetna directly by calling the toll free number on your Medical ID Card, or by calling our general toll free number at 1-866-381-8933.

- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccio.cms.gov.
- Additionally, a consumer assistance program can help you file your appeal. Contact information is at: <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>.

Does this plan provide Minimum Essential Coverage? Yes.

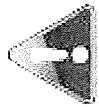
If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan Meet Minimum Value Standard? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

----- *To see examples of how this plan might cover costs for a sample medical situation, see the next section.* -----

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the **cost sharing** amounts (**deductibles, copayments and coinsurance**) and **excluded services** under the **plan**. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,500
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Specialist office visits (prenatal care)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (ultrasounds and blood work)
 Specialist visit (anesthesia)

Total Example Cost	\$12,800
In this example, Peg would pay:	
<i>Cost Sharing</i>	
Deductibles	\$2,500
Copayments	\$0
Coinsurance	\$3,000
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$5,560

Managing Joe's Type 2

Diabetes (a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,500
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Primary care physician office visits (including disease education)
 Diagnostic tests (blood work)
 Prescription drugs
 Durable medical equipment (glucose meter)

Total Example Cost	\$7,400
In this example, Joe would pay:	
<i>Cost Sharing</i>	
Deductibles	\$2,500
Copayments	\$0
Coinsurance	\$1,400
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$3,920

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$2,500
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Emergency room care (including medical supplies)
 Diagnostic test (x-ray)
 Durable medical equipment (crutches)
 Rehabilitation services (physical therapy)

Total Example Cost	\$1,900
In this example, Mia would pay:	
<i>Cost Sharing</i>	
Deductibles	\$1,900
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,900

Assistive Technology

Persons using assistive technology may not be able to fully access the following information. For assistance, please call 1-866-381-8933.

Smartphone or Tablet

To view documents from your smartphone or tablet, the free WinZip app is required. It may be available from your App Store.

Non-Discrimination

Aetna complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Aetna does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Aetna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact our Civil Rights Coordinator.

If you believe that Aetna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Civil Rights Coordinator, PO Box 14462, Lexington, KY 40512, 1-800-648-7817, TTY 711, Fax 859-425-3379, CRCordinator@aetna.com.

California HMO/HNO Members: Civil Rights Coordinator, PO Box 24030 Fresno CA, 93779, 1-800-648-7817, TTY 711, Fax 860-262-7705, CRCordinator@aetna.com.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building, Washington, D.C. 20201, 1-800-368-1019, 1-800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies, including Aetna Life Insurance Company, Coventry Health Care plans and their affiliates.

TTY: 711

Language Assistance:

For language assistance in your language call 1-866-381-8933 at no cost.

- Albanian - Për asistencë në gjuhën shqipe telefononi falas në 1-866-381-8933.
- Amharic - ለቋንቋ እገዛ በ አማርኛ በ 1-866-381-8933 በነጻ ይደውሉ
- Arabic - 1-866-381-8933 (اللغة العربية)، الرجاء الاتصال على الرقم المجاني للمساعدة في
- Armenian - Անգլի ցուցաբերած աջակցություն (հայերեն) 1-866-381-8933 ամուսնաց գնում:
- Bahasa Indonesia - Untuk bantuan dalam bahasa Indonesia, silakan hubungi 1-866-381-8933 tanpa dikenakan biaya.
- Bantu-Kirundi - Niba urondera uwugufasha mu Kirundi, twakure kuri iyi nomero 1-866-381-8933 ku busa
- Bisayan-Visayan - Alang sa pag-abag sa pinulongan sa (Binisayang Sinugboanon) tawag sa 1-866-381-8933 nga walay bayad.
- Catalan - Per rebre assistència en (català), truqui al número gratuït 1-866-381-8933.
- Chamorro - Para ayuda gi fino' (Chamoru), ágang 1-866-381-8933 sin gástu.
- Chinese - 欲取得繁體中文語言協助，請撥打 1-866-381-8933，無需付費。
- Choctaw - (Chahta) anumpa ya apela a chi l_paya hinla 1-866-381-8933.
- Cushite - Gargaarsa afaan Oromiffa hiikuu argachuuf lakkokkofsa bilbilaa 1-866-381-8933 irratti bilisaan bilbilaa.
- Dutch - Bel voor tolk- en vertaaldiensten in het Nederlands gratis naar 1-866-381-8933.
- French - Pour une assistance linguistique en français appeler le 1-866-381-8933 sans frais.
- French Creole - Pou jwenn asistans nan lang Kreyòl Ayisyen, rele nimewo 1-866-381-8933 gratis.
- German - Benötigen Sie Hilfe oder Informationen in deutscher Sprache? Rufen Sie uns kostenlos unter der Nummer 1-866-381-8933 an.
- Greek - Για γλωσσική βοήθεια στα Ελληνικά καλέστε το 1-866-381-8933 χωρίς χρέωση.

- Hawaiian - No ke kōkua ma ka 'ōlelo Hawai'i, e kahea aku i ka helu kelepona 1-866-381-8933. Kāki 'ole 'ia kēia kōkua nei.
- Hmong - Yog xav tau kev pab txhais lus Hmoob hu dawb tau rau 1-866-381-8933.
- Ibo - Maka enyemaka asụsụ na Igbo kpọọ 1-866-381-8933 na akwughị ugwo ọ bụla
- Ilocano - Para iti tulong ti pagsasao iti pagsasao tawagan ti 1-866-381-8933 nga awan ti bayadanyo.
- Italian - Per ricevere assistenza linguistica in italiano, può chiamare gratuitamente 1-866-381-8933.
- Japanese - 日本語で援助をご希望の方は、1-866-381-8933 まで無料でお電話ください。
- Karen - v>w>frp>Rw>fuwdRusd.ft*D>f usd.f ud; 1-866-381-8933 v>wtd.fD,w>fv>mfbl.fv>mfphRb.f
- Korean - 한국어로 언어 지원을 받고 싶으시면 무료 통화번호인 1-866-381-8933번으로 전화해 주십시오.
- Kru-Bassa - Bé ñ ké gbo-kpá-kpá dyé pídyi dé 'Básóò-wùdùùn wēe, dǎ 1-866-381-8933
- Kurdish - برای راهنمایی به زبان فارسی با شماره 1-866-381-8933 به خوری پیروندی بکوی.
- Marshallese - Ñan bōk jipañ ilo Kajin Majol, kallok 1-866-381-8933 ilo ejjelok wōnān.
- Micronesian-Pohnpeyan - Ohng palien sawas en soun kawewe ni omw lokaia Ponape koahl 1-866-381-8933 ni sohte isais.
- Navajo - T'áá shi shizaad k'ehjí bee shíká a'doowol níńízíngó Diné k'ehjí k'ojí t'áá jíík'e hóline' 1-866-381-8933
- Nilotic-Dinka - Tèn kuony é thok é Thuonjān cōl 1-866-381-8933 kecin ayōc.
- Norwegian - For språkassistanse på norsk, ring 1-866-381-8933 kostnadsfritt.
- Panjabi - ਪੰਜਾਬੀ ਵਿੱਚ ਭਾਸ਼ਾਈ ਸਹਾਇਤਾ ਲਈ, 1-866-381-8933 'ਤੇ ਖੁੱਲ੍ਹ ਕਾਲ ਕਰੋ।
- Pennsylvania Dutch - Fer Helpe in Deitsch, ruf: 1-866-381-8933 aa. Es Aaruf koschtet nix.
- Persian - برای راهنمایی به زبان فارسی با شماره 1-866-381-8933 بدون هیچ هزینه ای تماس بگیرید. انگلیسی
- Polish - Aby uzyskać pomoc w języku polskim, zadzwoń bezpłatnie pod numer 1-866-381-8933.

BRAZORIA COUNTY ADDENDUM NUMBER 2

RFP #18-48 EMPLOYEE HEALTH CLINIC

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP #18-48 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 are the current clinic hours?

Brazoria County Answer: The current hours are: 7-8am for blood draws
8-5 M- Thurs, and 8-2 on Fridays for appointments

- 2.2 Vendor Question: Are those hours satisfactory/ sufficient for accessibility?

Brazoria County Answer: yes, but possible longer hours on Friday would be helpful for employees

- 2.3 Vendor Question: How many patients does the current clinic see monthly or annually (please indicate which)?

- a) Primary Care?
- b) Preventive services and regular exams?
- c) Minor emergency care?
- d) Nurse Visits?
- e) Lab only visits?
- f) Immunizations, vaccinations, and allergy management visits?
- g) Lifestyle management visits?
- h) Health risk assessment/biometric screening visits?
- i) Telemedicine visits/nurse line visits?
- j) DOT/drug screen visits?
- k) New Hire drug screen visits?

Brazoria County Answer:

On a yearly basis the clinic sees on average about 5250 patients

- a) Clinic is only a primary care clinic so all 5250 fall under this designation. Our acute care vs chronic care mix is about 70% to 30%
- b) Our system does not break out visits based on this type. We do complete about 250 Annual physicals per year.
- c) 0, do not provide urgent care services
- d) 0, do not do nurse visits only
- e) App 1250 per year
- f) Our system does not break out visits based on these types.
- g) Our system does not break out visits based on this type.
- h) Approximately 850 per year
- i) N/A
- j) N/A
- k) N/A

- 2.4 Vendor Question: Are there any clinic services not listed above that are currently offered?

- Brazoria County Answer: No
- 2.5 Vendor Question: Do you currently have wellness programming?
Brazoria County Answer: Yes
- 2.6 Vendor Question: How many people participate in wellness programs monthly/annually?
Brazoria County Answer: 871 Annually
- 2.7 Vendor Question: Do employees/dependents currently pay a copay to be seen?
Brazoria County Answer: They do not have to pay to be seen
- 2.8 Vendor Question: Are claims for any services sent to the carrier from the clinic or is the county covering all services directly?
Brazoria County Answer: County covers directly
- 2.9 Vendor Question: Does the clinic provide care to any employees who are not participating in the health plan?
Brazoria County Answer: No
- 2.10 Vendor Question: Does the clinic provide DOT examinations?
Brazoria County Answer: No
- 2.11 Vendor Question: Would you like the clinic to provide DOT physicals?
Brazoria County Answer: No
- 2.12 Vendor Question: Would you like the clinic to perform work injury care and drug-testing?
Brazoria County Answer: No
- 2.13 Vendor Question: Are radiology services currently offered?
Brazoria County Answer: No
- 2.14 Vendor Question: What is the current clinic staffing (physician, NP, PA, nurses, MA, radiology tech)?
Brazoria County Answer: 3 MD, 2 PA-C, 1 MA, 1 LPN, 1 LVN, NP,
- 2.15 Vendor Question: Does the county wish to retain any of the current staff?
Brazoria County Answer: Yes, but they reserve the right to change their mind and would like this decision to be made on an individual basis
- 2.16 Vendor Question: Will we have access to previous utilization data or claims data?
a) For the clinic?
b) For hospital admissions?
c) For ER visits?
d) Overall health plan costs?
Brazoria County Answer: This data is proprietary and would need to be negotiated for use

- 2.17 Vendor Question: Do you currently get clinic performance reports?
Brazoria County Answer: Yes, annually
- 2.18 Vendor Question: How many employees participated in biometric/HRA screening last year?
Brazoria County Answer: 98%-100% of employees
- 2.19 Vendor Question: Does the county provide an incentive for HRA participation?
Brazoria County Answer: Yes
- 2.20 Vendor Question: Describe the current clinic facility (how large, how many exam rooms, offices, xray machine?).
Brazoria County Answer: The clinic has 4 exam rooms and one blood draw room as well as a small waiting room, office area and break room.
- 2.21 Vendor Question: Does the clinic do lab draw/phlebotomy?
Brazoria County Answer: Yes, mostly before 8am and then sent to LabQuest
- 2.22 Vendor Question: How many lab draws are performed monthly/yearly?
Brazoria County Answer: 2,300 Annually
- 2.23 Vendor Question: Does the county provide flu shots to their employees/dependents?
Brazoria County Answer: yes
- 2.24 Vendor Question: How many flu shots were given last year?
Brazoria County Answer: Approximately 200 were given at the clinic
- 2.25 Vendor Question: What clinic equipment is owned by the county and will remain in the clinic for the new vendor's use?
Brazoria County Answer: All equipment is owned by the County
- 2.26 Vendor Question: I was hoping you might be able to provide more detail regarding the onsite clinic RFP:

PBM Claim by Claim data to include:

Script number, Date filled, NDC, Description of drug, Strength, Metric quantity, Days supply, B or Generic, Retail or mail, Plan amount paid, Copay amount paid, Total amount paid

Occupational Health:

Detailed scope of work being requested.

Brazoria County Answer: There is not an in house Pharmacy at this time, at this time all prescriptions are sent to local pharmacies and run through the medical plan.

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 natashas@brazoria-county.com.

LEGAL NAME OF CONTRACTING COMPANY

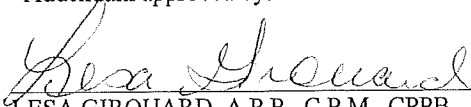
TELEPHONE NUMBER

FACSIMILE NUMBER

SIGNATURE

NAME AND TITLE PRINTED

*Addendum approved by:


LESA GIROUARD, A.P.P., C.P.M., CPPB
County Purchasing Director

6/14/18
Date

BRAZORIA COUNTY ADDENDUM NUMBER 3

RFP #18-48 EMPLOYEE HEALTH CLINIC

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP #18-48 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 are your pain points with the current onsite clinic vendor?
Brazoria County Answer: See Exhibit B
 - 2.2 Vendor Question: What is the current participation for members?
Brazoria County Answer: Approximately 100%
 - 2.3 Vendor Question: What is the average number of visits per hour?
Brazoria County Answer: 1.3 visits per hour
 - 2.4 Vendor Question: What is the average length of time per appointment?
Brazoria County Answer: Unknown, it is not being tracked at this time
 - 2.5 Vendor Question: What percentage of appointments during 2017 were scheduled same day? Walk-ins vs. Scheduled?
Brazoria County Answer: All have to schedule
 - 2.6 Vendor Question: Is there paper charting of patient medical records?
Brazoria County Answer: no, all medical charts are electronic
 - 2.7 Vendor Question: If paper charting exists, what is the volume of charts stored?
Brazoria County Answer: N/A
 - 2.8 Vendor Question: What are your top 5 disease states?
Brazoria County Answer: Allergic rhinitis, disorders of lipoprotein metabolism and other lipidemias, acute upper resp infections of multiple and unsp sites, Acute Pharyngitis, Hypertension
 - 2.9 Vendor Question: Please provide all the medical and Rx claims data for the period since the clinic opening, as well as two years of claims data prior to the clinic open date.
Brazoria County Answer: This information is not available
 - 2.10 Vendor Question: What vendor provides the telemedicine service?
Brazoria County Answer: RediMd
 - 2.11 Vendor Question: What is the member utilization of the telemedicine service?

Brazoria County Answer: 2017 had 52 Telemedicine consults, so far in 2018 we have had over 87 Consults

2.12 Vendor Question: What is the participation rate for the telemedicine service?

Brazoria County Answer: \$0 for the PPO and \$50 for the HDHP Plan

2.13 Vendor Question: How does telemedicine currently interface with the onsite clinic?

a. Does the telemedicine vendor integrate with the clinic's EMR?

Brazoria County Answer: currently no integration

2.14 Vendor Question: What are the expectations for telemedicine in conjunction with the onsite clinic?

Brazoria County Answer: Currently no integration

2.15 Vendor Question: Are there any pain points with the telemedicine vendor?

Brazoria County Answer: no

2.16 Vendor Question: Please provide the current staff hours and positions.

- a. Is the current staff expected to remain in place?
- b. Do the current staff have non-compete agreements in place?
- c. Please provide an overview of the compensation and benefits package for the current staff.
- d. What are the specific costs associated with clinic staff (i.e., salary, benefits, insurance, etc.)?

Brazoria County Answer: please refer to Addendum 2

2.17 Vendor Question: What are your overall annual clinic costs?

Brazoria County Answer: \$656,913

2.18 Vendor Question: What is the annual budget for the onsite clinic?

Brazoria County Answer: around \$600,000 annually

2.19 Vendor Question: Are there any other wellness programs that are in conjunction with the onsite clinic?

Brazoria County Answer: Health Risk Assessments

2.20 Vendor Question: Are there any behavioral health programs in conjunction with the onsite clinic?

Brazoria County Answer: Yes , weight control, diabetes, smoking cessation, etc.

2.21 Vendor Question: What EMR is utilized in the onsite clinic?

Brazoria County Answer: CareHere EMR

2.22 Vendor Question: Who is the current lab vendor?

Brazoria County Answer: Lab Quest

2.23 Vendor Question: Please provide a list of your top 30 labs.

Brazoria County Answer: Only have top 20

HRA
CBC with Differential
Hemoglobin A1c
Comp Metabolic Panel
Urin Culture, Routine
Lipid Panel
Thyroid Panel with TSH
TSH
Hepatic Function Panel
Vitamin D, 25-Hydroxy
Sensitivity Organism #
Prostate-Specific Ag
Vendor Phlebotomy Fee
Iron and TIBC
Upper Respiratory Cult
Microalbumin, Random U
C-Reactive Protein, Qu
Vitamin B12 and Folate
Sedimentation Rate-Wes
Hepatitis Panel (4)

- 2.24 Vendor Question: Please provide a current list of injections and the associated quantities given in the onsite clinic annually.

Brazoria County Answer:

Current List/On-Hand:

TD

Hep A

Hep B

Tdap

Tuberculin

Pneumovax 23

Shingrix

Flu (Seasonal)

Others as requested by Brazoria County

Quantities vary annually based on need and requests made by Brazoria County for specific immunization events

- 2.25 Vendor Question: Are Health Risk Assessments and Biometric Screenings currently performed on an individual basis or in a mass event?

Brazoria County Answer: Individual

- 2.26 Vendor Question: How proactive is your current account management team?

Brazoria County Answer: No issues

- 2.27 Vendor Question: Are you satisfied with the responsiveness of your current account management team?

Brazoria County Answer: Yes

- 2.28 Vendor Question: Please provide an Occupational Health scope of services with associated volumes and types on an annual basis.

a. How many work-related injuries were seen in 2017?

- b. In treating work-related injuries how many visits did this entail within the onsite clinic?
- c. How many pre-employment drug screens were performed in 2017?
- d. How many post-offer physicals were performed in 2017?
- e. How many DOT Exams were performed in 2017?

Brazoria County Answer: Not needed

2.29 Vendor Question: What is the expectation around the clinic closing during the transition time?

Brazoria County Answer: None- minimal disruption

2.30 Vendor Question: Has Brazoria County onsite clinic experienced a 1:1 ROI, or greater, with the current onsite clinic vendor?

- a. If so, how long did it take to achieve?
- b. What was the ROI?

Brazoria County Answer: Yes, 1 year

2.31 Vendor Question: Is the current vendor providing data integration? If so, with whom?

Brazoria County Answer: Currently no data integration is provided to any outside vendors

2.32 Vendor Question: Please explain the disease management program provided by Aetna.

Brazoria County Answer: Diabetes, Weight Loss, Personal Health record, Aetna Intouch Care

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 natashas@brazoria-county.com.

LEGAL NAME OF CONTRACTING COMPANY


TELEPHONE NUMBER

FACSIMILE NUMBER

SIGNATURE

NAME AND TITLE PRINTED

*Addendum approved by:



LESA GIROUARD, A.P.P., C.P.M., CPPB
County Purchasing Director

6/14/18
Date

EXHIBIT B

Brazoria County Best and Final Offer

Our understanding is that Brazoria County has selected the following from our proposal:

Option 2: \$46,000/month + clinic supplies and labs for clinic hours: Lab-draw 7-8a and provider hours: 8am- 5pm Monday through Friday (closed for lunch).

Third Party HRA through HealthStatus: \$5000 /year

Offsite Biometrics sessions: up to 8 two hour sessions at \$200 per session. Invoiced the month following service.

Lab and supply costs will be a direct pass-through (see attached for lab charges and original proposal for current supply pricing).

Detail:

Implementation:

We would request a kickoff meeting with those at the county responsible for overseeing the clinic to establish timelines, discuss employee communications, medical record transfers, and reporting during the third week of December if possible.

Next Level Health and Wellness would begin our contract on February 1st with a final walk-through/inventory with CareHere on their last day. CareHere would need to operate through Friday February 1st if the county desires no interruption of service. The Next Level team will set up during the weekend of February 2nd and 3rd in preparation for beginning clinic on Monday February 4th.

Operations:

Once clinic operations commence on February 4th, our services will include 4 hours of an MD onsite to see patients each week as well as offsite MD supervision of the Advanced Practice Provider.

Payment for Services:

Normally, we charge an implementation fee but since we did not include one on our proposal in error, we kindly request payment within the first 7 days of the service month. Please let us know when the invoice needs to be received by the county in order that we receive payment in that week. We will be hiring and training prior to the clinic opening.



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

Effective Date: 10/1/2018

Question Due Date: 6/7/2018 - 4pm CST

Proposal Due Date: 6/18/2018 - 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 have all information necessary to complete submission of their proposals. If more information is needed, please contact Brazoria County

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

Benefit	Contracted Client Vendor
Medical	Aetna
Pharmacy	Aetna
Health Risk Assessment	CareHere (County Employee Clinic)
Biometrics	CareHere (County Employee Clinic)
Case/Care/Disease Management	Aetna

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		5000	included in monthly fixed fee	Assuming annual participation under 5500 medical office visits, our Monthly fixed Fee (see below) covers all costs with the exception of clinic supplies and labs which would be invoiced directly
Preventive Services And Regular Exams		250	included in monthly fixed fee	
Minor Emergency Care (including workers comp)		30	included in monthly fixed fee	
Common laboratory tests		2300	\$11,500.00	This is an estimate since we did not receive itemized lab test data. Labs would be a direct pass through from lab vendor. We could continue to use LabQuest or shop this for best pricing.
Immunizations, Vaccinations And Allergy Management		420	\$8,400.00	This is an estimate since this is not currently tracked according to Addendum 2. Administration is included in fixed fee but cost of the immunizations themselves would be a direct pass through as a med
Lifestyle management class (define types available)		150	\$9,000.00	estimated OPTIONAL- see below
Health Risk Assessment / Biometric Screening		1340	\$1000 or \$5000	OPTIONAL- see below
Health Fairs/ Education/Newsletters			included in monthly fixed fee	
Electronic Medical Records			included in monthly fixed fee	
Social Media Communication/Clinic Website			included in monthly fixed fee	
Telephonic Engagement/ Consults And Nurse Lines For Existing Patients		120	included in monthly fixed fee	
Transitional Care Simulating Medical Home Concepts/Consultations		0		N/A- we do not currently offer this service
DOT Physicals/Drug Screen		0	\$65.00	N/A according to Addendum 2
New Hire Drug Screen		0	\$30.00	N/A according to Addendum 2
Common pre-packaged medications	N/A	0		N/A according to Addendum 2
Other Fees				
Description of Service Fee or Expense				
Please see these Options on Clinic Management and associated fees:				
Option 1:				
\$50,000/month + clinic supplies and labs for clinic hours: Lab-draw 7-8a and provider hours: 8am- 5pm Monday through Friday (open through lunch)				
Option 2:				
\$46,000/month + clinic supplies and labs for clinic hours: Lab-draw 7-8a and provider hours: 8am- 5pm Monday through Friday (closed for lunch)				
Option 3:				
\$50,000/month + clinic supplies and labs. One time implementation fee of \$20,000. This is our CareXtend Clinic model with several care concierges onsite and all medical providers available via videolink (see video link in next column). Provider hours could be 8am-7pm 5 days per week and Lab-only from 7-8am. Everything you currently see in your clinic could be seen using this model but you would have 12 hours per day for patients to use the clinic.				
Any of the 3 options above can be combined with:				
Option- Health Coaching				
Lifestyle Management Class through Farmgirl Health at a cost of \$60 per enrollee/year (see response to Question 16 on Delivery of Care for more detail about this offering).				
Option- Health Risk Assessment				
Basic HRA Screening tool would be \$1000 (no biometrics outside of clinic hours)				
Third Party HRA through HealthStatus at an annual cost of \$5000 (no biometrics outside of clinic hours)				
Offsite Biometrics sessions or Flu shot administration (at sites other than the clinic designated by the county): up to 5 two hour sessions at \$200 per session.				
Option- Unlimited Urgent Care				
Currently, our closest urgent care location to Brazoria is our Sienna Plantation clinic which is 35 minutes drive and our next closest is located in Pearland. However, we are continuing to expand our presence in Houston. We offer all our onsite clinic clients the opportunity to purchase "unlimited urgent care" on nights and weekends for \$10/month in our Urgent Care clinics. We require at least 100 participants for this option. It may not make sense now but we can revisit this if we build a clinic closer to Brazoria.				
Included with all Options:				
Scheduling 24 hours per day available on our mobile app. Patients can see appointment availability and chose the best spot for them.				

[Click Here for more information on CareXtend](#)

90716	Varicella Vaccines	No	But we can if desired
90732	Ppv 2yrs +	No	But we can if desired
90734	Meningococcal Vaccine	No	But we can if desired
90736	Zoster Shingle Vacc	No	But we can if desired
90744	Hep B Vacc. Pedit/Adol	No	But we can if desired
90746	Hep B Adult Dose	Yes	
90801	New Pt - Psychiatric Dia	No	We cannot provide psychotherapy however we do see psychiatric diagnoses as regular office visits.
90805	Individual Therapy With	No	We cannot provide psychotherapy however we do see psychiatric diagnoses as regular office visits.
90862	Pharmacological Manag	No	We cannot provide psychotherapy however we do see psychiatric diagnoses as regular office visits.
92567	Typanometry	No	But we can if desired
93000	Ecg W/interpretation	Yes	
94060	Spirometry, Pre And Pos	Yes	
94375	Flow Volume Loop Spi	Yes	
94640	Airway Inhalation Treatment	Yes	
94664	Nebulizer/Inhaler Demo	Yes	
96372	Inj. Therapeutic/Prophy	Yes	
99000	Specimen Hdlng. - Colle	Yes	
99050	After Hours	No	
99201	Office Outpatient New Patient	Yes	This code is meant to be used if performing services outside of regular business hours
99202	New - Problem Focused	Yes	
99203	New - Expanded Proble	Yes	
99204	New - Detailed	Yes	
99205	New - Comprehensive	Yes	
99211	Established - Minimal	Yes	
99212	Established - Problem F	Yes	
99213	Established - Exp Probl	Yes	
99214	Established - Detailed	Yes	
99215	Established - Comprehe	Yes	
99382	New - Well Visit 1-4 Yr	No	In our current onite clinics, we recommend that children receive well-child care including vaccinations from a pediatrician. We do see all ages for sick visits.
99383	New - Well Visit 5-11 Yr	No	In our current onite clinics, we recommend that children receive well-child care including vaccinations from a pediatrician. We do see all ages for sick visits.
99384	New - Well Visit 12-17 Yr	No	In our current onite clinics, we recommend that children receive well-child care including vaccinations from a pediatrician. We do see all ages for sick visits.
99385	New - Well Visit 18-39 Yr	Yes	
99386	New - Well Visit 40-64 Yr	Yes	
99387	New - Well Visit 65 And	Yes	
99392	Established - Well Visit	No	In our current onite clinics, we recommend that children receive well-child care including vaccinations from a pediatrician. We do see all ages for sick visits.
99393	Prev Visit Age 5-11 Yr	No	In our current onite clinics, we recommend that children receive well-child care including vaccinations from a pediatrician. We do see all ages for sick visits.
99394	Established - Well Visit	No	In our current onite clinics, we recommend that children receive well-child care including vaccinations from a pediatrician. We do see all ages for sick visits.
99395	Established - Well Visit	Yes	
99396	Established - Well Visit	Yes	
99397	Established - Well Visit	Yes	
99406	Tobacco Counseling Sy	Yes	
99496	Transcare Management	No	
A4550	Surgical Trays	Yes	
A7003	Nebulizer Mask And Tub	Yes	
A7016	Nebulizer Dome and Mouth Piece	Yes	
J0696	Rocephin, 250 Mg	Yes	
J1030	Depro-Medrol, 40mg	Yes	
J1040	Inj. Methylprednisolone	Yes	
J1055	Progesterone, 150mg (D	Yes	
J1885	Toradol, 15mg	Yes	
J2930	Methylr Sod Upto	Yes	
J2650	Inj. Prednisolone Acetate	Yes	
J3140	Injection, Testosterone S	No	
J3301	Triamcinolone Acet	Yes	

J7620	Albuterol Non-Compounded	Yes
Q0091	Screening Papanicolaou Smear	Yes
Q0111	Wet Mounts Inc Prepar	NO
Q2036	Flulaval Vacc 3 Yrs > 11m	Yes
Q4049	Finger Splint, Static	Yes

We can if a microscope is available.

Clinic

Position or Expense	Number of Positions Recommended	Mgmt Fee or Direct Pass through	Projected Annual Salary/Cost	Comments
Administrative Staff	1	Management Fee	\$ 37,440.00	This cost includes telephone scheduling from 7am until 9pm seven days per week.
Health Care Practitioners				
MD	1	Management Fee	\$ 54,210.00	This medical director would provide direct and indirect supervision of the Advanced Practice Providers and clinical staff as well as quarterly reporting to the County.
NP or PA	1	Management Fee	\$ 177,000.00	This is the cost for 45 hours (clinic 8-5pm 5 days per week) No lunch close
RN	0			
Other Staff	2	Management Fee	\$ 100,000.00	Nurse call line, IT support staff, Marketing support staff (for clinic promotion)
Coverage expense for vacation and time off		Management Fee		
Licensure expense		Management Fee	\$ 30,000.00	This includes EMR licensure, app license, and staff licensures
Benefits allocation		Management Fee	\$ 75,000.00	Based on our current 24% benefits expense
Recruiting expense		Management Fee	\$ 3,000.00	
Training expense		Management Fee	\$ 12,000.00	
Uniform Expense		Management Fee	\$ 350.00	
Liability Expense		Management Fee	\$ 16,000.00	
Management Fee		Management Fee	\$ 95,000.00	
Total Estimated Annual Cost			\$ 600,000.00	We charge a fixed fee per month to our onsite clinics that includes everything except direct medical supply and lab costs. This pricing is based upon a provider being in clinic 5 days per week for 9 hours/day (M-F 8-5) and an additional 5 hours of Lab-only. Please see the Services Offered Tab for other pricing options.

Pharmacy

Position or Expense	Number of Positions Recommended	Mgmt Fee or Direct Pass through	Projected Annual Salary/Cost	Comments
Administrative Staff	0			We do not recommend adding onsite pharmacy services for a group of this size. This would not be economical for the county.
Pharmacist(s)	0			
Other Staff	0			
Coverage expense for vacation and time off				
Licensure expense				
Benefits allocation				
Recruiting expense				
Training expense				
Uniform Expense				
Liability Expense				
General and Administrative				
Total Estimated Annual Cost			\$ -	

MATERIAL DESCRIPTION	UM	Quantity	UNIT PRICE	Annual Cost
ADHESIVE, SKIN LIQUIBAND EXCEED (10/BX 6BX/CS)	EA	1	22.16	22.16
ALBUTEROL SULFATE, SOL INH .083MG/ML 3ML (25/BX)	BX	2	5.18	10.36
AMMONIA, AMP. 3ML INH (10/PK)	PK	1	4.79	4.79
ANKLE BRACE, UNIV 10"	EA	2	9.46	18.92
ANKLE WALKER, MAXTRAX W/AIR MED	EA	3	27.27	81.81
ARMSLING, UNIV SZ	EA	4	4.88	19.52
BANDAGE, ADHSV FABR SPOT 1" (100/BX 24BX/CS)	BX	8	2.46	19.68
BANDAGE, COBAN LF ASTD 2"X5YDS(36/CS)	CS	6	34.22	205.32
BANDAGE, ELAS SLF CLR DLX 3"X5YDS (10R/L/BX 5BX/CS)	RL	10	0.626	6.26
BASIN, EMESIS TURQ 10" (250/CS)	EA	10	0.71	7.1
BATTERY, AED POWER HEART G3 LITHIUM 12V	EA	1	367.89	367.89
BATTERY, RECHARGEABLE 3.5V	EA	2	29.94	59.88
CANNULA, O2 W/EAR CUSHION ADLT7" TU (25/CS)	EA	2	1.34	2.68
CEFTRIAZONE, SDV 250MG (10/BX)	EA	6	1.51	9.08
CEFTRIAZONE, SDV 250MG (10/BX)	EA	4	1.51	6.04
CEFTRIAZONE, SDV 500MG/15ML 15ML (10/BX)	EA	2	1.26	2.52
COLLECTION SET, BLD SAFETY LUER ADPT 23GX3/4" (50/B	BX	1	75.84	75.84
COLLECTION SET, BLD W/SFTY SHLD STR 21GX3/4" (50/BX 10BX/CS)	BX	26	34.56	898.56
COLLECTION SET, BLD W/SFTY SHLD STR 23GX3/4 (50/BX 10BX/CS)	BX	7	57.21	400.47
COLLECTOR, SPECIMEN COMMODOE WHT 2"OZ (100/CS)	EA	20	0.53	10.6
CONTAINER, SHARPS COLL HORIZ RED 5QT (10/BX 2BX/CS)	BX	2	43.78	87.56
CONTAINER, SHARPS RED 1QT (80/CS)	EA	16	1.17	18.72
CONTAINER, SHARPS RED 2GL (20/CS)	EA	16	4.34	69.44
CONTROL KIT, PREG HCG (1/BX)	BX	1	18.36	18.36
CONTROL, BLD GLUC LEVEL 1 TRUEMETRIX (1/BX 24/BX)	BX	1	5.55	5.55
CONTROL, BLD GLUC LEVEL 2 TRUEMETRIX (1/BX 24BX/CS)	BX	1	5.55	5.55
CONTROL, URINE DROPPER LEV1&2 10ML (6/BX 10BX/CS)	BX	2	65.29	130.58
COVER, PROBE ORAL SURETEMP DISP (250/BX 30BX/CS)	BX	11	3.6	39.6
DEBROX, DRP 6.5% 0.5OZ	EA	1	5.74	5.74
DEPO-MEDROL, VL 80MG/ML 1ML	EA	2	18.37	36.74
DEXAMETHASONE, SDV 4MG/ML 1ML (25/CT) APPPHM	EA	10	2.61	26.1
DISP SYSTEM, PHAR RETRN 8X8X15MEDFLATS LG (12/CS)	EA	1	134.2	134.2
ELECTRODE, DEFIB DISP ADLT (2/ST)	ST	1	38.24	38.24
EYE WASH FOUNTAIN, SINK MOUNT	EA	1	95.99	95.99
FLUCELVAX 2017, QUAD SYR 0.5ML (10DOSE/BX)	BX	40	225.84	9033.6
GLOVE EXAM NITRL 3.5C PF BLU MED (200/BX)	BX	21	9.3	195.3
GLOVE EXAM NITRL 3.5C PF BLU SM (200/BX)	BX	1	9.3	9.3
GLOVE EXAM NITRL 3.8 PF BLUE LG (100/BX)	BX	3	5.51	16.53
GLOVE EXAM NITRL 3.8 PF BLUE MED (100/BX 10BX/CS)	BX	4	5.51	22.04
GLOVE EXAM NITRL 3.8 PF BLUE SM (100/BX)	BX	2	5.51	11.02
KENALOG-40, VL 40MG/ML 1ML	EA	25	10.12	253
KETOROLAC TROMETHAMINE, SDV 60MG/2ML (25/PK)	EA	2	1.69	3.38
KETOROLAC TROMETHAMINE, SDV 60MG/2ML (25/PK)	EA	26	1.69	43.99
LAMP, REPLCMNT F/03100 OTOSCOPE 3.5V (6/BX)	EA	1	13.55	13.55
LANCET, TWIST 28G (100/BX 50BX)	BX	10	3.06	30.6
LANCET, TWIST 28G (100/BX 50BX)	CS	1	152.85	152.85
METER KIT, BLD GLUC TRUEMETRIXSNGL PT (1/BX 6BX/CS)	CS	4	0.08	0.32
NEBULIZER, PED MASK AERO RESPIREX LF CLR 7" TU (50/CS)	EA	20	1.43	28.6
NEBULIZER, PED MASK AERO RESPIREX LF CLR 7" TU (50/CS)	CS	1	71.74	71.74
NEBULIZER, PULMONEB COMPRESSOR	EA	1	22.91	22.91
NEEDLE, HYPO ECLIPSE SAFETY 18GX1 1/2" (100/BX)	BX	1	21.82	21.82
NEEDLE, HYPO ECLIPSE SAFETY 25GX1 1/2" (100/BX)	BX	2	20.94	41.88
NEEDLE, HYPO ECLIPSE SAFETY 25GX1" (100/BX)	BX	3	21.82	65.46
PACKING STRIP, IODFRM 5% 1/4"X5YDS STR	BT	2	2.39	4.78
PACKING STRIP, PLAIN 1/4"X5YDSSTR LF (12	BT	1	2.29	2.29
PAD, ALCOHOL PREP STR MED (200/BX)	BX	14	1.54	21.56
PAPER, TABLE CREPE ECON WHT 21"X125" (12/CS)	CS	4	22.29	89.16
PILLOWCASE, T/P WHT 21X30 (100/CS)	CS	2	19.32	38.64
PROMETHAZINE, VL 25MG/ML 1ML (25/PK)	EA	10	1.44	14.4
SALINE, IRR SOL STR 100ML (48/CS)	EA	10	0.93	9.3
SANITIZER, HAND ALOE W/PUMP 18OZ (12/CS)	CS	1	96.54	96.54
SCALPEL, SAFETY DISP #11 (10/BX 50BX/CS)	BX	1	14.58	14.58
SHOE, POST-OP VELCRO OPEN-TOE FML LG	EA	1	6.77	6.77
SHOE, POST-OP VELCRO OPEN-TOE FML MED	EA	1	6.77	6.77
SHOE, POST-OP VELCRO OPEN-TOE FML SM	EA	1	6.77	6.77
SHOE, POST-OP VELCRO OPEN-TOE MALE LG	EA	1	6.77	6.77
SHOE, POST-OP VELCRO OPEN-TOE MALE MED	EA	1	6.77	6.77
SHOE, POST-OP VELCRO OPEN-TOE MALE SM	EA	1	6.77	6.77
SHOECOVER, LF UNIV BLU (50PR/BX)	BX	5	10.75	53.75
SPECULUM, VAG ILLUM DISP MED (25/BX 4BX/CS)	BX	1	24.76	24.76
SPHYG, ANEROID DLX LF BLK ADLT(1/BX)	BX	3	20.19	60.57
SPHYG, ANEROID DLX LF BURG LG ADLT (1/BX)	BX	3	24.22	72.66
SPONGE, GZE 2"X2" 8PLY N/S (200/BX)	BX	35	0.69	24.15
SPONGE, GZE 4"X4" 12PLY N/S (200/BG)	BG	4	4.39	17.56
SSD, CRM 1% 50GM	EA	2	13.28	26.56
STRIPS, BLD GLUC TRUEMETRIX SNGL PT (50/BX 24BX/CS)	CS	4	339.36	1357.44
SUTURE REMOVL TRAY, AD FCP S/S SCIS (50/CS)	EA	36	3.37	121.32
SWABSTICK, PVP STR (1/PK 50PK/BX 10BX/CS) PSSRDC	BX	1	11.18	11.18
SYRINGE, LL 60CC (25/BX 4BX/CS)	EA	5	0.38	1.9
SYRINGE/NDL, ECLIPSE SFTY 3CC 25GX1 (50/BX 6BX/CS)	BX	8	13.41	107.28
SYRINGE/NDL, INTEGRA 3CC 25GX 1" (100/BX)	BX	4	58.67	234.68
TEST KIT, BINAX INFLUENZA A+B WAIVED (22TEST/KT) D/S	KT	2	184.18	368.36
TEST KIT, BINAX INFLUENZA A+B WAIVED (22TEST/KT) D/S	KT	2	184.18	368.36
TEST KIT, MONO WAIVED APPRV F/ALL AGES (25/KT)	KT	1	73.6	73.6
TEST, KIT STREP A DIPSTICK WAIVED (25/KT)	KT	7	28.15	197.05
THUMB SPICA, LT LG-XLG	EA	1	11.74	11.74
THUMB SPICA, LT SM-MED PSS704	EA	2	11.74	23.48
THUMB SPLINT, SPICA LT WT CLSRSTRP RT LG-XLG PSS704	EA	1	11.74	11.74
THUMB SPLINT, SPICA LT WT CLSRSTRP RT SM-MED PSS704	EA	2	11.74	23.48
TISSUE, FACIAL KLEENEX (100/BX36BX/CS)	BX	30	2.22	66.6
URINE TEST STRIP, 10SG F/121-120ANALYZ (100/VL 12V	VL	2	29.66	59.32
VENTOLIN HFA, AER W/COUNTER 90MCG 60DOSE	EA	1	28.76	28.76
WIPE, GERMICIDE LG 6"X6.75" (160/BX 12BX/CS)	CS	1	62.13	62.13
WRIST SUPPORT, COMFORT FORM LT MED	EA	1	8.58	8.58
WRIST SUPPORT, COMFORT FORM RT MED	EA	1	8.58	8.58

MATERIAL DESCRIPTION	UM	Quantity	UNIT PRICE	Annual Cost
BINDER,INP,VW,DR,2",BLACK	EA	4	8.4	33.6
BINDER,OD,VIEW,RR,1",BLACK	EA	4	6.15	24.6
HOLDER,8-TIER,BUS CRD,BK	EA	2	50.12	100.24
NOTES,POST-IT,SUPER-STICKY,24P	PK	1	20.3	20.3
NOTE,POST-IT,1.5X2",12PK,NEON	DZ	1	13.14	13.14
TONER,BROTHER,HIGH YIELD,BLACK	EA	1	48.4	48.4
Folder Ltr1/3 100 Bx	BX	1	18.71	18.71
CARTRIDGE,TAPE,FLEX,1/2"	EA	1	33.49	33.49
FRAME,DOCU,8.5X11,GLOSS,BLACK	EA	6	5.79	34.74
RCA TPH303 - air duster	EA	2	5.56	11.12
TAPE,PACKAGING,2"X800"	RL	1	18.82	18.82
WIPES,DISINF,LL,35CT-3PK	PK	1	14.61	14.61
TRAY,LTR,STACKABLE,6/PK,BLACK	PK	1	48	48
CARTRIDGE,TAPE,FLEX,1/2"	EA	1	33.49	33.49
TONER,HP CLJ CCS30A,2PK,BLACK	PK	1	102.6	102.6
PEN,RETRACT,G-2,BK,FN	DZ	1	7.6	7.6
CANDY,POPS,DUM DUM,STND UP BAG	PK	1	19.99	19.99
MOP,SWIFFER SWEEPER,GN	EA	1	21.04	21.04
PEN,ROUND STIC,BIC,60CT,BLACK	BX	1	13	13
SPONGE,MULTI,PURP,SCTCHBRITE	PK	1	7.3	7.3
CLEANER,SWIFFER WET,12/BX	BX	1	7.27	7.27
CADDY,CUTLERY,PLASTIC,CLEAR	EA	1	13.37	13.37
HOLDER,PAPER CLIP,MESH,BLACK	EA	1	5.32	5.32
FOOD,STARLIGHT,2LB/TUB	EA	1	8	8
CUP,PENCIL,MESH,BLACK	EA	1	5.62	5.62
TONER,LJ,HP 304A CYM TRI-PACK	PK	1	246.91	246.91
HOLDER,BUSINESS CARD	EA	1	5.42	5.42
BIN,STCKNG,MDLR,5X5.5,LGE,CLR	EA	10	21.5	215
SANITIZER,HAND,PURELL,ALOE,8OZ	EA	6	4.73	28.38
HOLDER,8-TIER,BUS CRD,BK	EA	1	50.12	50.12
BATTERY,ENERGIZER MAX AA,36PK	PK	1	14.37	14.37
Deskpadd,M,22X17,1C,OD,RV17	EA	4	36.59	146.36
PEN,ROUND STIC,BIC,60CT,BLACK	BX	2	13	26
WIPES,TABLET COMPUTER,BE	EA	1	8.99	8.99
BINDER,INP,VW,DR,2",BLACK	EA	1	8.4	8.4
WIPES,DISINF,LL,35CT-3PK	PK	1	14.61	14.61
SHEET PROT,OD,STD,CLR,200/BX	BX	1	31.58	31.58
PEN,ROLLER,GEL,G2,UF,DOZEN,BLK	DZ	1	13	13
ASSORTED PARTY MIX,5LB BAG	EA	1	19.99	19.99
CADDY,CUTLERY,PLASTIC,CLEAR	EA	1	13.37	13.37
BINDER,OD,VIEW,RR,1",BLACK	EA	1	2.94	2.94
DIVIDER,OD,BIGTAB,8T,2PK,COLOR	ST	3	5.58	16.74
CARTRIDGE,TAPE,FLEX,1/2"	EA	2	33.49	66.98
TABLE,FOLD,TBL,W,BENCH;WHT	EA	1	50	50
BAG,HEFTY,QT,STOR,ZIP,CLR	BX	1	10.95	10.95
ELIMINATOR,ODOR,COMMERCIAL	EA	1	6.74	6.74
PAPER,COPY,WHITE TOP,10/CA	CA	1	32.4	32.4
LAMINATOR,SPECTRA95,9.5IN	EA	1	89.99	89.99
WIPES,DISINF,LL,35CT-3PK	PK	1	14.61	14.61
PEN,ROUND STIC,BIC,60CT,BLACK	BX	1	13	13
FOOD,ALLTYME MIX,2LB/TUB	EA	1	25	25
Tray SDDL LTR STCKBLE BK	EA	1	5	5
ASSORTED FRUIT FILL,5LB BAG	EA	1	20	20
PLATE,COATED,9",120PK	PK	2	8.48	16.96
CADDY,CUTLERY,PLASTIC,CLEAR	EA	2	13.37	26.74
PAPER,COPY,WHITE TOP,10/CA	CA	1	32.4	32.4
BAG,HEFTY,QT,STOR,ZIP,CLR	BX	1	10.95	10.95
ELIMINATOR,ODOR,COMMERCIAL	EA	2	6.74	13.48
NOTES,SELF-STICK,OD,12PK,DEEP	PK	1	0	0
ENVELOPE,#10,SEC,C/S,250BX	BX	1	56.46	56.46
ENVELOPE,CLSP,RCYCL,9X12,100BX	BX	1	10	10
PAD,PERF,5X8,CAN,LGL,RLD,12PK	DZ	1	15.64	15.64
PEN,ROLLER,GEL,G2,UF,DOZEN,BLK	DZ	2	0	0
CANDY,WONKA MIX UP	PK	1	12	12
ASSORTED FRUIT FILL,5LB BAG	EA	1	20	20
CANDY,POPS,DUM DUM,STND UP BAG	PK	1	19.99	19.99
FOOD,ALLTYME MIX,2LB/TUB	EA	1	25	25
CANDY,SOFT & CHEWY MIX	EA	1	14	14
PAPER,COPY,WHITE TOP,10/CA	CA	1	32.4	32.4
TONER,LJ,HP CE505XC,BLACK	EA	1	246.91	246.91
CADDY,CUTLERY,PLASTIC,CLEAR	EA	2	13.37	26.74
PLATE,ULTRA,HVY WT,5.82",4/125PK	CA	1	0	0
BAG,HEFTY,QT,STOR,ZIP,CLR	BX	1	10.95	10.95
ELIMINATOR,ODOR,COMMERCIAL	EA	3	6.74	20.22
BOOKEND, MESH	PR	1	9.54	9.54
PLATE,PRINTED,8.75",125PK	PK	1	8.48	8.48
LYSOL SPRAY,FRESH SCENT,19OZ	EA	2	6.51	13.02
SCRATCH PAD 5X8 100CT 12 PK	PK	1	5.61	5.61
WIPES,LYS,DISIN,MRNGBRZ,8OCT	EA	1	16.42	16.42
PAPER,COPY,WHITE TOP,10/CA	CA	1	32.4	32.4
CLEANER,LYSOL,SPRNGWTRFL	EA	4	7.43	29.72
CADDY,CUTLERY,PLASTIC,CLEAR	EA	2	13.37	26.74
CLEANER,DISHWSH,DAWN,38OZ	EA	1	3.07	3.07
PLATE,PRINTED,8.75",125PK	PK	1	8.48	8.48
				2625.54

FIRM QUALIFICATIONS	RESPONSE
How long has Your company been in business?	Next Level opened its first location in July 2013.
How long has Your company developed onsite / employer specific medical centers?	Next Level was selected by Fort Bend County to provide employee healthcare in the fall of 2015 and we started providing services on January 4, 2016.
Type of Corporation or Entity of Your firm? S Corp, C Corp, LLC etc.	Next Level is a Limited Liability Company.
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?	Our corporate headquarters is located at our Tanglewood clinic in the Galleria area of Houston.
Identify who the point person will be in working with Gallagher Benefit Services/The Client.	Karen Rakers, MD is the Director of Employee Health Services and will serve as the primary point of contact. Please see her bio on the Talent page Tab.
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?	No
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.	Not Applicable
Disclose any active or planned mergers, sales, or acquisitions.	None planned

CLIENT / EMPLOYER PROFILE INFORMATION	RESPONSE
Total number of Clients over 1000 employees.	We are currently providing onsite employee clinic management to Fort Bend County and Montgomery County. However, we provide service to hundreds of clients with over 1000 employees. Some of our largest relationships for work injury care and employee urgent care include The Methodist Hospital, Katy ISD, Alvin ISD, Fort Bend ISD, Houston ISD, Klein ISD, City of Pearland, City of Sugar Land, City of Houston, Houston Metropolitan Transit Authority. We also provide services to multiple big box retailers including Sams, Walmart, Academy, Costco, etc through our relationship with Corporate Remedies, a provider of nonsubscriber work injury care.
Total number of Clients that have been Clients for 3 or more years over 1000 employees.	All the clients above have been loyal customers for three years or more except for Montgomery County where we are just beginning our relationship.
How many total public sector Clients do You provide service for over 1000 employees?	Please see the list above. We provide services to multiple cities, municipalities, school districts, and the Houston Transportation Authority.
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.	None

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
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

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.	Next Level Urgent Care was founded in 2013 by Juliet Breeze, M.D. Since Dr. Breeze had started her career as a family practice doctor and then left private practice to lead a large orthopedic group as CEO for ten years, she was able to combine her primary care roots with extensive injury care experience in the development of Next Level Urgent Care. Although the original mission of the company was to provide a cost-effective alternative to expensive Emergency Rooms, it became immediately evident that Next Level could also create savings in the care of work injuries and the provision of certain primary care services as well.

Since inception, Breeze and her team have successfully opened twelve clinics in the Greater Houston area. In addition to those Urgent Care locations, Next Level was selected to manage the onsite Employee Health Clinic for Fort Bend County and Montgomery County. Managing these County clinics has allowed Next Level to expand its service offering to include wellness, disease management, and population health. The Fort Bend County clinic patient utilization has increased by about 30% since Next Level took over operations in 2015 and patient satisfaction has been very high. Next Level started at Montgomery County in 2018.

In its short existence, Next Level Urgent Care has become recognized for high quality care. Next Level was named Reader's Choice for the Best Urgent Care in Katy, Sugar Land, Missouri City, and Champions by Living Magazine readers in 2015, 2016, 2017, and now 2018. Next Level has also been honored as a "Best Place to Work" by Houston Business Journal in 2014; and in the Houston Chronicle in 2015 and 2017. Next Level is the preferred Urgent Care for the Kelsey-Seybold system and the preferred Urgent Care for the Houston Methodist Hospital System. In addition, Next Level is the preferred provider of occupational health for Corporate Remedies whose clients include Houston-area Walmart, Academy, Sam's, Home Depot, and Target among others. Recently, Next Level was selected through an RFP process to be the sole provider of DOT physicals for the Houston Metropolitan Transit Authority.

As a physician-owned, locally-based company, Next Level Urgent Care is committed to providing the highest quality of healthcare in the communities we serve. Moreover, Next Level does not profit from referrals to advanced imaging, physical therapy, or hospitalizations so no perverse incentives exist. This places Next Level in the best position to help the County control healthcare costs and minimize unnecessary referrals and treatments.

ADMINISTRATION AND OPERATIONAL CAPABILITIES	YES or NO	COMMENTS
Can members schedule appointments online?	Yes	On a PC and also on their mobile phone through our app.
Does Your company have a website for employees to promote and encourage the Clinic?	Yes	Click Here for an example of our link to a current client- this can be customized in any way.
Will Your company website be tailored and customized to Client?	Yes	see link above
If Yes, can the website be linked to the Client's website?	Yes	
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.	Yes	7am - 9pm seven days per week
Are phone scheduling appointments done at the Clinic or at a different administrative office?		Both but primarily, appointments are made by our telephone operators who are located at our headquarters.
Can Client choose to offer general primary care coverage to part-time employees or employees who do not participate in Client's medical plan?		The staffing we proposed is based upon the current clinic patient volumes. If Brazoria County chooses to add participants, we would request the opportunity to discuss and possibly re-negotiate the contract to provide adequate staffing for the number of patients. Please see the response to Question 7 on Delivery of Care for some more detail on this.
Do any of Your Clients provide pre-hire and random drug testing?	Yes	
Would there be any additional fees or expenses in provider compensation to perform the pre-hire or random drug testing?	Yes	Just the fee associated with the lab that would be passed through. That fee is \$15.
Does Your company recommend that Client include drug testing as a standard service?	Yes	We recommend a pre-employment check and then testing for employees that operate heavy machinery or drive commercial vehicles
Do You offer a toll free nurse line/what would be the hours of operation?	Yes	7am-9pm
Does Your company offer online Physician Telemedicine services? If so, provide hours of availability.	Yes	We provide Video Clinic Services as an option for employers. Please see our CareXtend video link on the Services Offered tab for more information.
Does Your company provide ready to use templates for Client to customize and develop their own communication campaign?	Yes	We can work with the County to create a co-branded template. We have pieces that we have created for other Counties that can be used as models for the Brazoria County Communication Campaign.
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	Our translation service is through ELL. They provide translation for 240+ languages. We have not come across one that they could not help us with yet.
What special equipment will be needed to perform DOT Physicals? Are these services included in Your fees and costs?	Yes	We use e-screen as our DOT physical platform. The supplies and equipment will be provided at no cost to the County but there will be a \$5 per DOT record and reporting charge.
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	We are extremely proactive regarding complaints. We can provide a log at any interval for the County or we could report the complaint and action taken as they occur according to the client preference.

FACILITY MANAGEMENT	YES/NO	COMMENTS
Will You be responsible for all facility management functions of the Clinic? What will the Client be responsible for?	Yes	Client is responsible for housekeeping, any repairs, maintenance and internet connectivity. We manage all other issues.
Will all Contractors, Sub Contractors, and Clinic Personnel be held to and conform to Client site and building procedures and guidelines established by the Client?	Yes	
Meet all State and local code requirements and obtain necessary licenses?	Yes	
Notify the Client of all repairs and maintenance to the Clinic. Who will be responsible for these issues?	Yes	Repairs and Maintenance of the location will be the responsibility of the Client.

DELIVERY OF CARE	YES/NO	COMMENTS
Do You contract with an outside Disease Management Company to perform DM services?	No	We perform all our own Disease Management and reporting in house.
Does Your company provide specific practice protocols to Your hired or contracted physicians?	Yes	We have built protocols into our customized software to aid in proper and consistent management of chronic diseases.
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	Our Medical Director performs regular audits of provider charts.
Do You contract with a lab for Your testing? Please provide name of lab?	Yes	We contract with both Quest and Labcorp but can utilize any lab that is most economical for our client's health plan.
What is the treatment age minimum of dependent children enrolled in the Health Plan?	Newborn	We treat children of any age from newborn for acute illness. As mentioned, we do not provide well checks to children.
Can employees who are not enrolled in the Health Plan visit the Clinic? If yes, please explain process.		That would be entirely up to the County. In the current model, in order to accommodate additional patient volume, we could add one additional clinic tech increasing the monthly fixed fee by \$4500. This would increase capacity by 25% while maintaining good patient flow and satisfaction. The County could determine the charge to use in the clinic for these patients and anything collected at the time of service would be refunded to the County. For example, if the County wanted to set the patient fee at \$76 per visit for those not enrolled in the Health Plan, we would need to see 60 additional patients per month or approximately 3 patients per day to cover the additional cost. Alternatively, if the County chooses to convert to CareXtend, we believe that the extended hours we would be providing would easily accommodate extra patients for no additional cost. Then the County could choose to charge any fee they desire and we would debate that.
Does Your company provide a Health Risk Assessment (HRA)?	Yes	We use a third party Vendor, HealthStatus at Fort Bend and Montgomery Counties. We could also use an HRA linked to our EMR if Brazoria wanted a lower cost option. We have used both with success. Please see the Service Offered Tab for more detail.
Does Your company have the ability to conduct an HRA electronically and by paper?	Yes	
Are there additional costs either administrative or other for using Your HRA?	Yes	The cost for the HealthStatus HRA is \$8000 for up to 3000 people. That is the lowest pricing level they offer. We could also administer a Centricity EMR-base HRA for \$1000. The main difference is HealthStatus provides a "Health Age" result which can be very motivating for people. HealthStatus is slightly more user friendly due to patients being able to reset their own passwords immediately rather than having to wait for an administrator reset. We are happy to demonstrate both options to the County.
Will You provide a secure portal for members to access Personal Electronic Health records?	Yes	
Will Patient Medical Records be retained by the Client Clinic should this contract be terminated at a future date?	No	We will be happy to provide copies of any requested Medical Records or facilitate a download if the county desires to pay for that but since we use an EMR, the records would be stored in our database. We also provide quarterly stewardship reports in which we report the number of patients identified with several chronic diseases including Diabetes, Hypertension, Hypercholesterolemia, and Obesity. These reports indicate the level of control of these disease states in the identified patient population and what we are doing to reach these high risk
Does Your company identify high-risk members for targeted DM or Wellness Intervention?	Yes	Patients identified with the diseases mentioned above are tracked in our EMR and automatic protocols are applied to notify and remind our medical providers of the important milestones that must be met in disease management.
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	As previously mentioned, we use the most up to date diabetes management guidelines in our EMR-generated protocols. At each visit, our providers are prompted to address each recommended diagnostic or treatment guideline. For example, they are reminded to refer for yearly dilated eye exams, perform yearly foot exams, and check quarterly HbA1C levels
Do You provide a specialized treatment plan for managing Diabetics? Explain the program.	Yes	The county has the option of adding "Farmgirl Health" for health coaching and wellness classes. We currently work with Farmgirl Health at both Fort Bend County and Montgomery County. This company offers classes designed to teach people how to make healthy choices and even does demonstration classes around meal prep and shopping. They offer 2 classes per month plus an online support group for the fee. We also provide extensive wellness and Diabetes counseling as a part of our routine care in the clinics.
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	We will be happy to provide the county with our proprietary protocols to review should we be awarded the contract.
Is there an outline of the structured DM programs that You manage and/or have processes for?	Yes	We would be very open to this. We are not currently coordinating with other payers.
Do You coordinate DM practices with the carrier(s) that Client contracts?	Yes	All of our physicians are employed. We do not utilize contract or locums physicians. We provide all our physicians with clinic performance statistics including treatment times, satisfaction scores, and individual feedback from our Chief Medical Officer, Robbyn Traylor, MD.
Do You manage the performance of Your hired or contracted physicians? What is the process?	Yes	
Does Your Clinic review and confirm individual member compliance with recommended DM programs?	Yes	Our medical providers are full-time employees of Next Level and do not have outside practices.
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	Our system is proprietary and built into our EMR. We do not utilize outside vendors with the exception of Farmgirl Health for coaching services and HealthStatus for the HRA.
Programs, systems and vendors You use to provide Disease Management Programs.		The facility will always be staffed by licensed providers unless the County chooses to move to the CareXtend model and in that case, our licensed providers will be available via video link and we will advertise the clinic as such.
Do You advise Your Clients when they are coaching their employees about receiving care when the facility is not staffed by licensed providers?	N/A	
Do You and Your centers provide messaging for employees after hours when the center is closed?	Yes	We also have 24 hour a day answering service.
Is there a standard process for engaging an individual with an identified potential risk factor?	Yes	If a risk is identified on HRA screening, our medical providers reach out to the patient by telephone and encourage follow up in the clinic. If the patient cannot be reached by telephone, we will send a secure email offering a free evaluation in the clinic. If the risk is identified incidentally during an examination for another problem, we will provide counseling and/or treatment and also encourage follow up.
Describe any and all outreach suggestions that You have previously managed to obtain better participation from people who have not participated.		If by "participation" you are referring to patients using the clinic for evaluation and management of any risk factor, we believe that persistence pays off. Our staff make calls, send emails, and make sure that they address issues whenever patients enter the clinic. If you are referring to participation in the HRA, decreased premiums for participating or increased premiums for not participating seem to work quite well.

Telemedicine Service Delivery

Response

How many physician consultants do you have available? How many physician extenders do you have available, e.g. CRNP's or PA's?

Our CareXtend service is Next Level's version of "telemedicine." CareXtend allows us to provide better medical care at a lower price-point by using medical assistant "care coordinators" as site-presenters so that the medical provider who is available by video can have access to vitals, testing, and physical examination. Our CareXtend Service is staffed by our full-time medical providers. The number of providers staffing the video clinic changes based upon the number of sites we are serving. Currently, we have three physician consultants who participate in our CareXtend service and a staff of 13 Advanced Practice Providers who also participate. Next Level does not offer "at home" telemedicine but would be happy to work and collaborate with any third party provider the County chooses.

Are there any incentive compensation programs for your customer service, physicians and physician extenders? If so, what are the key criteria used to determine incentive compensation and how is performance measured relative to this criteria?

Our incentive compensation programs for all employees are two pronged. One part of the pool is based upon productivity and the other bonus pool is based on performance. The performance metrics include patient satisfaction scores, mentions in online reviews or letters, adherence to clinic protocols and guidelines, and team feedback.

Describe the process for physician/extender network inclusion? What is the background investigation process of all physicians/extenders? Have any physicians had malpractice claims in the past? Are all physicians/extenders in good board standing? If not, please explain.

We only use our own W-2 employees for our Urgent Care clinics and our CareXtend Services. All of our Medical Providers are thoroughly vetted before hire including review of any previous claims or board investigations/ actions. The three physician consultants staffing care extend have no prior claims. Nor do any of our APPs. We also request that all Advanced Practice providers seeking employment pass a written test before even offering an interview. We pride ourselves on our excellent reputation that has been achieved by careful selection of experienced providers with clean records and excellent customer service skills.

Describe your staff qualifications, board certifications, training programs, knowledge of primary, urgent and disease management issues.

Please see the Bio for Karen Rakers, MD, our Medical Director along with the Bio for Robbyn Traylor, MD our Chief Medical Officer below. Drs. Traylor and Rakers have extensive experience in primary, urgent, and disease management as well as quality assurance. In addition to providing highly qualified leadership, Next Level provides staff training and education on a routine basis for both providers and clinical staff. We have also built proprietary workflows and logic into our electronic medical records systems that further assists staff in providing the most up to date care to our patients.

How are physician credentials verified? Who in your organization is responsible for verifying the credentials?

We utilize a software, Signature, built by Aprenda Systems to assist us in properly and thoroughly credentialing all medical providers and clinic personnel. Courtney Zamora is currently performing all staff credentialing for our organization

Next Level Urgent Care is responsible for maintaining the credential files for both the practitioners and the facility that are confidential, current, and complete. Provider files are maintained on an on-going basis by credentialing specialist. All providers are subject to recredentialing on an annual basis. Procedure:

- Copies of all practitioner active licenses, certifications and applicable self-retained Malpractice insurance certificates will be retained in the 'P' Drive under the practitioner's credentialing folder and within the Signature system.
- All active licensure and self-retained malpractice insurance effective and termination dates will be obtained and recorded on the credentialing spreadsheet.
- Renewal applications for licensure will be submitted 90 days before the current expiration dates. Reminders to renew are sent out via Signature 60 days prior to expiration.
- For self-retained Malpractice insurance:
- Certificates will be requested from the practitioner no later than 60 days before the current expiration date and obtained no later than 30 days before said date.
- Once received, the certificate will be reviewed for compliance with the levels stipulated in the Medical Staff Bylaws.
- If compliance for minimum amounts of coverage are not met, the practitioner will be formally notified via written correspondence.
- Individuals with expired licenses or insurance will not be able to schedule or perform procedures until current licenses or insurance proof has been obtained.

Describe the recredentialing process for physicians, including frequency, criteria and percentage of physicians that are recredentialled each year.

<p>Describe the general credentialing and recredentialing process and minimum criteria for non-physician care providers with your company.</p>	<p>Information on a Medical Staff application will be verified in order for the Credentialing Committee to properly evaluate an applicant's qualifications for appointment to the Medical Staff.</p> <p>Procedure:</p> <ol style="list-style-type: none"> 1. Receive application request 2. Issue Signature, online credentialing system, log in information including instructions for items needed and Texas Standardized Credentialing Application. 3. Once received check for completeness upon return. <ol style="list-style-type: none"> 1. All attributes necessary submitted 2. Supporting documents uploaded 4. If incomplete, obtain missing information 5. The Center may use the corresponding websites, for the below entities, for verification of any of the following that is applicable for practitioners: <ol style="list-style-type: none"> 4. Medical School and Osteopathic Schools and year of graduation. 5. Current and/or prior medical training or fellowship. 6. National Board Certification year 7. License(s) 8. Licensure Disciplinary Actions 9. DEA 10. Specialty Board Certificates 11. American Osteopathic Association Certification 12. Medicare/Medicaid sanctions 13. Other federal sanctions 14. Verify Educational Commission for Foreign Medical Graduates (ECFMG) Certificate. 15. Internship/Residency Training 16. Fellowship 6. Query the national Practitioner Data Bank 7. Note: The processing of an application is not supposed to exceed 90 days. If an application cannot be completed within 90 days the Credentialing Committee will be notified and appropriate action recommended. 8. Prepare credential file for review and recommendation by the Credentialing Committee. 9. Notify the applicant and request them to come to the corporate office to finish the credentialing process.
<p>On average, how many consultations per month do each of your consultant physicians/extenders do for your company (by category)?</p> <p>What percentages of your calls are handled by each title: physicians, RN's, LPN's, CRNP's and PA's?</p>	<p>Physicians and Extenders perform an average of 350 consultations per month</p> <p>All clinical calls are handled by either a physician or an Advanced Practice Provider (PA or NP). The percentage is probably close to 30% physician, 70% APP.</p>
<p>How many physician/extender consultants have you removed from your network in the last 12 months? Please document reasons for termination and number of physician/extender consultants for each reason (including voluntary resignations and terminations for cause)</p> <p>How is patient satisfaction measured? Does your company initiate outbound calls to patients to check on the progression of treatment?</p>	<p>Across our total of 58 medical providers, in the past year, we removed 9 from our network. One MD voluntarily resigned to pursue another career unrelated to medicine. 4 PAs voluntarily resigned (2 moved out of our service area, one decided to stay home after having a baby, and one took a different job), 1 PA was terminated for attendance issues. Three NPs were terminated for performance issues within 90 days of hire.</p> <p>Patients are asked to complete a brief two question survey at the close of each appointment. These scores are tabulated and reviewed daily and monthly. Every patient seen also receives a 48 hour follow up call to ensure that they are improved. Any issues are addressed at the time of service or at the time of the follow up call.</p>
<p>Describe in detail your quality assurance reviews including the frequency of the reviews, who performs them, where they are performed and what percentage of calls are reviewed?</p>	<p>Our Chief Medical Officer and Medical Directors perform quality assurance reviews on a random 10% of patients seen by our Advanced Practice Providers. Quality Assurance Reviews are performed on 100% of charts or calls associated with a patient complaint. We also routinely listen in to our call center operators as they are interacting with our patients to ensure that our customers are being addressed with respect and their issues are being resolved completely.</p>
<p>What are your normal hours of operation? What provisions are in place for urgent and non urgent calls received during off hours?</p>	<p>Our normal hours of operation are 7am until 9pm. After that time, we have an answering service that can appropriately triage and instruct patients depending on the situation.</p>
<p>Describe the qualifications, training and experience of the customer service representatives, physicians and physician extenders.</p>	<p>Telephone Customer Service Representatives are hired for warm personalities and compassion. But most come to us with years of customer service experience. They are then fully trained in our own "customer-first approach." Physicians and Physicians Extenders are evaluated during the hiring process on bedside manner as well as skills and knowledge base. We do not hire any new graduate Advanced Practice Providers. APPs with several years of emergency room experience are preferred. They are further assessed during training and orientation for deficits in their knowledge base and skill sets and additional training is provided as needed through our designated training staff.</p>

Are telephone conversations monitored for quality of dialogue, responsiveness, politeness and accuracy of information provided?	Yes. We have the equipment to perform third party monitoring of calls and patient interactions. However, we do not routinely listen to both sides of the conversation. The call center supervisor routinely listens to the staff side of the interaction.
If an inquiry cannot be resolved on the initial call, who is responsible for researching the issue and calling back the patient? What is the standard time frame for returning these calls?	Our goal is to return all calls within a 2 hour window. Generally, we are able to return calls more quickly than that. Depending on the issue, calls that cannot be answered by our call operators require a medical provider. If the medical provider assigned to that clinic will be unable to answer the caller in a timely manner, the call is routed to a medical provider at another location or a medical director if necessary.
Are there guidelines that specify what types of calls must be referred to physicians?	All calls of a clinical nature (symptom questions, medication questions, treatment questions etc.) are referred to our medical providers. Any calls of a clerical, scheduling or billing nature can be handled by our operators along with calls regarding types of services we perform and directions to locations.
What % of calls are the patients referred back to their PCP?	None. If the patient came to us for treatment of a condition, we will follow that patient for that issue unless the patient requests to return to the PCP. Having said that, PCPs receive documentation of their patient's visit with us via fax immediately following care.
Is there any limit to the number of times a patient can call for treatment? How is individual overuse of services handled? Can individuals be terminated from the program for overuse? If so, what constitutes overuse?	No. We have never terminated a patient for overuse of services. If a patient has an unresolved problem, we continue to work with that patient towards resolution. Having said that, we do not prescribe pain medications for chronic conditions. If a patient is seeking opioid treatment, we generally refer them for specialist care. So we have less overuse than a clinic that prescribes long-term scheduled pain medications.
Are there procedures in place to address potential child and domestic abuse situations based on symptoms or need for care?	Yes. We have strict policies regarding suspected abuse in children and adults. Our policies outline the numbers to call at the Department of Human Services, the documentation required, and our internal notification policy. We will be happy to provide the policies if selected.
Describe the methodologies you employ to solicit patient, client or provider feedback about your services.	For our onsite clinics, we employ two different surveys. The first is a time of service two question survey so that we are aware of any dissatisfaction prior to the patient exiting the clinic. The second is a longer emailed patient satisfaction survey that we send to all patients who visited the clinic in the prior 6 months.
How do you help callers establish new relationships with PCPs?	If they prefer to see an outside provider, we have a list of area physicians with open panels. We get the patient's permission to send a new provider information about their Next Level visit so that the new doctor has information prior to their appointment.
What is the average wait time to talk to a physician/extendor?	Less than ten minutes.
Are there multi-lingual physician/extendor capabilities?	We have some providers who speak Spanish as well as English but we use the translation lines to provide services in the language our patients are most comfortable with.
Are there any age limits on the members you can treat?	No
How are behavioral health issues handled?	We are comfortable seeing patients for behavioral health issues and we have experience in prescribing medications, therapy, or connecting patients with EAP services.
Describe the prescription dispensing process? What safeguards are in place to prevent abuse?	We generally e-prescribe all medications except scheduled medications for pain. We do not write long-term pain medication prescriptions. We prefer to place chronic pain patients under the care of a pain specialist or try to treat the direct cause of their pain with other types of therapeutic options. If a triplicate prescription is necessary, the medical director must write for the medication.
How do you integrate with existing primary care physicians of callers?	We are very proud of our strong lines of communication with area PCPs. At all appointments, we inquire as to whether the patient has a PCP. If so, a letter regarding the care and treatment the patient received that day is sent via fax to their PCP prior to discharge. We send letters for all regular and care-extend appointments and can also send letters for phone-only consultations if appropriate.
Do you integrate with disease or condition management programs? How?	We are not currently integrated with any primary disease or condition management programs since we have our own proprietary system however, we would be open to collaborating with others if the opportunity presented itself.
Do you have a process to notify your physician/extendor consultants of your clients' formularies? Describe.	Our software gives us the ability to set a formulary for our clients so that our providers will be notified if they are prescribing a medication that is off formulary.

Medical Director Biography:

Karen Rakers, MD

Dr. Rakers currently serves as the Director of Employee Health Services at Next Level Urgent Care, providing management and oversight of all onsite employee clinics. She has worked at Next Level for four years and has clinical experience in both the urgent care facilities and the health and wellness clinics. As a director in the health and wellness clinics, she has implemented EMR protocols and tracked quality data for high risk chronic health conditions and preventive measures. Prior to working at Next Level, Dr. Rakers worked for many years as a primary care physician and is passionate about preventive medicine and chronic disease management. She also has extensive experience treating work injuries and is authorized by the Texas Department of Insurance to perform examinations for maximal medical improvement and impairment ratings for work injured patients. Dr. Rakers earned her medical degree from Saint Louis University School of Medicine in St. Louis, Missouri and then completed a family medicine residency at MacNeal Hospital in Berwyn, Illinois. She is certified by the American Board of Family Medicine.

Robbyn Traylor, MD

Chief Medical Officer Biography:

Dr. Traylor graduated from Prairie View A&M University with a Bachelor of Science degree in Biology. She attended the University of Texas Health Science Center at San Antonio School of Medicine. She is a board-certified family physician. During her professional career she has gained experience in primary care, emergency medicine, and immediate care. Dr. Traylor currently hires and trains all medical providers at Next Level. Dr. Traylor leads our quality assurance program and provides review and oversight for all our medical providers. Dr. Traylor provides back up and supervision for questions that arise in complex evaluations.

COMPLIANCE AND HIPAA	YES/NO	COMMENTS
Is Your firm fully compliant with all HIPAA requirements?	Yes	
Will You have a designated Privacy Officer in the Clinic and provide their resume?	Yes	
Are the storage methods HIPAA compliant?	Yes	
Describe any and all systems put in place to assure PHI privacy and data security?		<p>Next Level Urgent Care maintains an information security policy that is compliant with all state and federal regulations, in order to ensure the security, integrity and availability of the data environment at Next Level Urgent Care. The policy includes physical, as well as electronic safeguards, role based access, and use policies. Policies are defined for information retention, release, audit and disposal. We can provide a complete copy of our policy for review if we are selected.</p>
How do You store medical records?		<p>All medical records are securely stored on virtual servers housed at a data center with redundant internet and power connections, ASHRAE standard climate control, biometric facility access, individually keyed cabinets and full color surveillance. We have experienced only 3 hours of downtime in 5 years from our data center. Databases and other files are backed up nightly on solid state drives, and radiology images are cloud archived with our PACS vendor. We have experienced no loss or other issues related to medical records storage.</p>
Do You comply with specific state regulations for Wellness programs?	Yes	
Have your Network Security Systems ever been breached? Describe in comments.	No	
Is your firm CLIA Compliant?	Yes	

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	
Provide annual Facility audits along with security risk assessment in accordance with HIPAA/HITECH.	Yes	
Evaluate and update policies and procedures, protocols, etc.	Yes	

COMMUNICATION/PATIENT DEVELOPMENT	YES/NO	COMMENTS
Official Website	Yes	www.nextlevelurgentcare.com
Newsletters	Yes	We produce Monthly Next Level Urgent Care newsletters but would be willing to do a quarterly co-branded or County Branded piece.
Social media Campaigns	Yes	We post on Twitter, Instagram, and Facebook four times per week
Location meet and greets	Yes	We include 5 Meet and Greets/ Informational sessions (times , dates and locations to be mutually agreed upon) with our Medical Director as part of implementation.
Open House Visits	Yes	see above
Monthly health initiative campaigns	Yes	We are happy to work with the County on these types of Campaigns

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	
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?	Yes	

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	
Describe any and all legal liability that Client may have in implementing a Medical Center/Clinic that Your company will not indemnify.		The only legal liability the Client would have is for liability arising from issues with the grounds and facility itself. We fully indemnify our clients from all liability arising from the provision of healthcare services.
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	
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	

CRITERIA	WEIGHTED VALUE
Overall Qualifications and Expertise	20
Deliver the Scope of Work	20
Cost Models	20
Ability to evolve in a rapidly changing enviroment	10
Intergration with current Health Plan Vendor	10
Creativity and Vision for work outside of RFP request	10
Implementation Plan	10
Total Points	100



EXHIBIT C

Accident/Incident Report Form

Date of incident: _____ Time: _____ AM/PM

Name of injured person: _____

Address: _____

Phone Number(s): _____

Date of birth: _____ Male _____ Female _____

Who was injured person?(circle one) County Employee Other

Type of injury: _____

Details of incident: _____

Injury requires physician/hospital visit? Yes ___ No ___

Name of physician/hospital: _____

Address: _____

Physician/hospital phone number: _____

Signature of injured party _____

Date

*No medical attention was desired and/or required.

Signature of injured party _____

Date