Concentra

City of Corpus Christi, TX • RFP No. 103 Employer-sponsored Wellness Clinic Exceptions to Terms and Conditions

Attachment A Modifications to Terms and Conditions

SERVICE AGREEMENT



Attachment 1 – Sample Agreement EMPLOYER-SPONSORED WELLNESS CLINIC

Contract No. 16-644

THIS <u>Employer-Sponsored Wellness Clinic</u> ("Agreement") is entered into by and between <u>[insert name of company]</u> ("Contractor") and the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), by and through its duly authorized City Manager or his designee ("City Manager"), effective for all purposes upon execution by the City Manager.

WHEREAS, Contractor has proposed to provide management and operation of an employer-sponsored wellness clinic services in response to the City's Request for Proposals ("RFP Event No. 16-103");

WHEREAS, the City has determined Contractor to be the best valued respondent;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

1. Services. Contractor will provide management and operation of an employer-sponsored wellness clinic ("Services") in accordance with the wellness clinic's services offer, to provide full access to primary care including, but not limited to: episodic care, disease management, and wellness programs focused on health promotion and disease prevention. The wellness clinic's staff should be properly sponsored and supervised as required by the State of Texas. Neither the City nor its health benefits fund will assume any liability for the practice of medicine.

The wellness clinic management firm will oversee the operation of the clinic and be responsible for all expenses incurred, such as but not limited to: staffing, supplies (both medical and office), facilities, record maintenance, telephone, and any special needs regarding waste removal or security. All services, data management and record keeping will be HIPAA and HITECH compliant ("Exhibit A"), which exhibit is attached to Agreement.

2. Fee. The total amount to be paid und	der the initial term of this agreement shall no
exceed \$ Fees v	will be paid as outlined in attached Exhibit B
"Fee Schedule". The Fees provided or	Exhibit B shall automatically increase five
percent (5%), which shall include manage	gement fees (if applicable). Concentra shall
invoice Client monthly and Client shall re	emit payment to Concentra within thirty (30)
days of receipt of invoice. Client agrees	to pay any sales, use, excise or similar taxes
applicable to the Services provided for h	ereunder.

3. Term. This Agreement takes effect upon execution of the City Manager and continues until for two years with an option to extend for up to three additional one-

year periods. Due the nature of this Agreement, any Renewal Term requires the parties to begin negotiating six (6) months prior to the expiration of the then current term or renewal period, as applicable. An amendment for such renewal must be executed by both parties ninety (90) days' prior to the expiration of the then current term or renewal period, as applicable. If the parties have no renewal amendment signed upon expiration of the ninety (90) day period, then Contractor shall have the right to immediately terminate this Agreement and cease to perform the Services.

acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the Services.

41.12. Amendments. This Agreement may be amended only in writing and upon execution by authorized representatives of both parties.

12.13. Termination. The City ManagerEither party may terminate this Agreement for Contractor's failure to perform the Services breach. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination.—The Contract Administratornon-breaching party must give the Contractor—breaching party written notice of the breach and set out a reasonable opportunity to cure. If the Contractor—breach has not cured within the cure period, the City Managernon-breaching party may terminate this Agreement immediately thereafter. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination.

Alternatively, the City Manager may terminate this Agreement without cause upon 20 60 days' written notice to the Contractor. However, the City may terminate this Agreement upon three days' written notice to the Contractor for Contractor's failure to pay or provide proof of payment of taxes, as set out in this Agreement. The Contractor may terminate this Agreement upon ninety (90) days' advance written notice to the City.

If the City terminates this Agreement without cause during the first twelve (12) months of the Agreement, the City shall pay Contractor: a termination fee in an amount equal to three (3) months' worth of the annual fee (set forth in Exhibit B); any shutdown costs related to such termination (including but not limited to severance, outstanding account receivable and other related closing expenses, as applicable); and any and all fees and costs invoiced to the Onsite Center that originated from this Agreement for a period of six (6) months beyond the termination date. In any other termination (including but not limited to severance, outstanding account receivable and other related closing expenses, as applicable); and any and all fees and costs invoiced to the Onsite Center that originated from this Agreement for a period of six (6) months beyond the termination date.

At the expiration or termination of this Agreement, neither the City nor any third-party shall have access to, or use of, any of Contractor's personnel, electronic medical record system, reporting or network except as may be expressly approved in writing by Contractor with the applicable fee for such requirements beyond such termination date.

13.14. Taxes. The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes in accordance with Circular E, "Employer's Tax Guide", Publication 15, as it may be amended. Upon request, the City Manager shall be provided proof of payment of one or more of these taxes within 15 days of such request.

severability. Each provision of this Agreement shall be considered to be severable and if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

16.17. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF PERSONAL INJURIES, INCLUDING THOSE RESULTING IN WORKERS' COMPENSATION CLAIMS OR DEATH, PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF LOSS OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, REASONABLE ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE CONTRACTOR'S PERFORMANCE OF THIS AGREEMENT AND REGARDLESS OF WHETHER EXCEPT WHERE THE INJURIES, DEATH, LOSS, OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF INDEMNITEES BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. CONTRACTOR MUST, EXPENSE, INVESTIGATE ALL NOTICES, CLAIMS, AND ITS OWN DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND **ACTIONS** BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

SIGNED thisday of	, 20
Confrac :	tor [insert company name]
	Name: Title:

Attachment B Sample Concentra Onsite Center Agreement

AGREEMENT FOR SERVICES AT AN ONSITE CENTER

This Agreement for Services at an Onsite Center (the "Agreement") is made and entered into as of the day of , 2015 (the "Effective Date"), by and between Concentra Health Services, Inc., a Nevada Corporation, for the benefit of and on behalf of its subsidiaries, affiliates, and managed and professional associations and corporations ("Concentra") and ("Client").

RECITALS

WHEREAS, Concentra is in the business of providing certain healthcare services through its employees, and/or its designated affiliates and associations as more fully defined herein, including those Services as described on Exhibit A attached hereto (the work set forth in the Scope of Work is referred to herein as "Services") at the Client's business location (the "Onsite Center(s)"); and

WHEREAS, the affiliates acting as the billing parties for the purposes of obtaining the fees for the Services outlined in this Contract (the "Billing Group") include Occupational Health Centers of ________; and

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

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

AGREEMENT

- 1. <u>Term and Renewal</u>. The initial term of this Agreement (the "<u>Initial Term</u>") shall be for three (3) years, commencing on the Effective Date. This Agreement may be renewed for additional three (3) year terms (each a "Renewal Term") (the Initial Term and Renewal Term shall be collectively referred to as the "<u>Term</u>") upon mutual agreement and executed amendment between the parties.
 - 2. Compensation.
- (a) Client shall pay Concentra fees set forth in Exhibit B (the "Fees"). At the beginning of each twelve (12) month period after the Effective Date of this Agreement, the Fees provided on Exhibit B shall automatically increase five percent (5%), which shall include management fees (if applicable). Concentra shall invoice Client monthly and Client shall remit payment to Concentra within thirty (30) days of receipt of invoice. Client agrees to pay any sales, use, excise or similar taxes applicable to the Services provided for hereunder.
- (b) Failure to pay an invoice when due shall constitute a material breach of this Agreement and Concentra reserves the right to terminate this Agreement pursuant to the remedies set forth in Section 4 (Termination) if the invoice has not been resolved in thirty (30) days of the invoice due date. Concentra reserves the right to refrain from providing Services to Client if undisputed charges have not been resolved and paid to Concentra. In the event that Concentra continues to provide Services during a period of time when Client is in breach, such continuance of Services will not operate as a waiver of Concentra's right and ability to utilize the remedies available to Concentra under applicable laws.
- (c) Any change to this Agreement may only be made by amendment executed by both parties. The written amendment shall include any increase to Fees associated with any requested change to this Agreement.

3. Obligations of the Parties.

(a) During any Term of this Agreement, Concentra shall provide the Services described in

Exhibit A.

- (b) Onsite Location. Client agrees to provide Concentra the opportunity to inspect, design and/or build-out the required space as referenced in the previously executed Letter of Intent and Exhibit D (as applicable for existing space), at least sixty (60) days' prior to the date of open for business as set forth in the LOI (the "Anticipated Open for Business Date"). The fees for such build-out and equipment requirements are provided in Exhibit H.
- (c) <u>Information Systems</u>. Client shall comply with Concentra's technology components and Security requirements required to perform the Services as provided in <u>Exhibit C</u>. Concentra will provide its standard software/hardware and systems support required to deliver the Services. Concentra may, at its discretion, upgrade and make changes to the software platform and hardware utilized at the Onsite Center. Costs associated with such upgrades and changes shall be the responsibility of Concentra unless otherwise mutually agreed to by the Parties.
- (d) <u>Marketing and Communications</u>. Materials to support the utilization and engagement goals of the Onsite Center will be provided as described in <u>Exhibit E</u>. Quantities of materials will be determined based on the number of onsite locations and eligible participants. Costs for customized materials requested but not referenced in <u>Exhibit E</u> will be charged on a time and materials basis. Notwithstanding Section 15(k) of the Agreement the parties mutually agree to: (i) protect the brand of both parties; (ii) perform marketing; and (iii) be jointly responsible for the promotion of the Services provided by Concentra.
- (e) Reporting. Concentra agrees to provide Client quarterly reporting and an annual report providing a review of program goals to date and a strategic plan for the upcoming year. Any custom reporting that is beyond the scope outlined in this Section will be as a separate hourly rate as provided on Exhibit B.
- (f) Eligibility Files. Client shall provide Concentra the initial eligibility file at least thirty (30) days prior to the Anticipated Open for Business Date. Client shall provide ongoing weekly updates, which shall include the participant eligibility file necessary to enable Concentra to provide Onsite Center Services and reporting. The participant eligibility file will contain the entire eligible population with the targeted population delineated within the file. Prior to execution of this Agreement, Concentra will provide eligibility file standards to Client upon request. After execution of this Agreement, Client will cooperate with Concentra to identify specific data required to fulfill this Agreement. Concentra shall communicate the file specifications to Client, including the automated process for ongoing file transmission. Client acknowledges that Concentra cannot provide services and reporting without eligibility files from Client meeting the specifications as provided by Concentra.
- (g) <u>Claims Data</u>. Client shall provide to Concentra, at a minimum, a summary of the medical and pharmacy claims data for the eligible and targeted participants enrolled in Client's health plan(s), for the previous twelve (12) months for the purpose of calculating the onsite clinic's return on investment (ROI). Concentra shall communicate the summary data required to use in the analysis. If the data is not provided to Concentra, the ROI will be calculated using industry assumptions and may not reflect the actual ROI experienced by Client, and any performance guarantees associated with a customized Client ROI will not be applicable.
- (h) Resources. Client shall provide in writing a single primary point of contact for implementation project management and ongoing account management.

4. <u>Termination</u>. The termination provisions are follows:

(a) If during any Initial or Renewal Term the Client terminates this Agreement without cause, then the Client will pay Concentra a termination fee in an amount equal to one (1) times the Annual Fee (shown on

Exhibit B) and any shutdown costs related to such termination (including but not limited to severance, outstanding account receivable and other related closing expenses), within thirty (30) days of Client's notice to terminate this Agreement. Upon such termination event, Client is also liable for any and all fees and any costs invoiced to the Onsite Center that originated from this Agreement for a period of six (6) months beyond the close of business date at the Onsite Center.

- (b) Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event of an alleged breach of this Agreement. If the alleged breach remains uncured following such written notice identifying the alleged breach, then the Agreement shall be terminated. The breaching party shall be liable for all direct costs, fees, expenses and damages and/or other amounts (including, but not limited to, reasonable attorneys' fees) as a result of the breach. In the event this Agreement is terminated due to a party's breach, the other party shall have no continuing obligations or liabilities under this Agreement except as expressly provided under this Agreement. Notwithstanding the foregoing, in the event this Agreement is terminated by reason of Client's breach, Client shall remain liable for all fees due for the remaining balance of the then current Term of the Agreement.
- (c) At the expiration or termination of this Agreement, neither Client nor any third-party shall have access to, or use of, any Concentra personnel, electronic medical record system, reporting or Concentra's network except as may be expressly approved in writing by Concentra with the applicable fee for such requirements beyond such termination date.
- (d) Due the nature of this Agreement, any Renewal Term requires the parties to begin negotiating six (6) months prior to the expiration of the then current Initial or Renewal Term, as applicable. An amendment for such Renewal Term must be executed by both parties ninety (90) days' prior to the expiration of the then current Initial Term or Renewal Term, as applicable. If the parties have no Renewal Term amendment signed upon expiration of the ninety (90) day period, then Concentra shall have the right to immediately terminate this Agreement and cease to perform the Services.

5. Temporary Onsite Center Shutdown; Holidays.

(a) <u>Temporary Shutdown</u>. The term "Temporary Shutdown" shall include: (i) a furlough (of any nature) imposed by Client; (ii) maintenance at Client business location that prohibits reasonable access; (iii) an unforeseen conflict at the Onsite Center not caused by Concentra or its personnel prohibiting reasonable access; or (iv) any other closure of the Onsite Center or Client's business location for reasons outside of Concentra's control. Client shall compensate the Onsite Center personnel, pursuant to <u>Exhibit B</u>, any amounts that would have been owed but for the closure of the Onsite Center for the following:

(i) Any Temporary Shut-down; and

- (ii) Any Client designated holiday which is not a Concentra recognized holiday.
- Concentra shall comply with all laws, rules, and regulations applicable to Concentra in connection therewith. Concentra shall ensure that all personnel performing Services hereunder are appropriately licensed or certified to perform the Services. Client shall not direct or encourage Concentra to act or refrain from acting in a way which, to its knowledge, would violate any applicable law or regulation. Client shall not act in a way which, to its knowledge, could implicate or involve Concentra in a violation of any law or regulation. Client's direction or encouragement of Concentra to act (or refrain from acting) in a manner described herein shall constitute a material breach by Client.
- 7. <u>Insurance</u>. Upon execution and delivery of this Agreement, Concentra shall provide to Client certificates of insurance evidencing Concentra's commercial general liability and professional liability insurance

coverage in the amounts listed on the attached Exhibit G for Services rendered by Concentra. Concentra shall notify Client thirty (30) days prior to any modification, cancellation, or termination of such insurance that may affect Client.

- 8. Nature of Relationship. Concentra shall perform this Agreement as an independent contractor to Client and, except as specifically provided in this Agreement, Concentra shall be solely responsible for the means and methods used to perform its obligations to Client. Concentra and Client specifically acknowledge and agree that all individuals who will be performing Services hereunder are agents or employees of Concentra and not of the Client. Nothing in this Agreement is intended or shall be construed to create a joint venture, agency, partnership, employer/employee relationship or any legal or equitable relationship other than that of client and independent contractor.
- 9. <u>Non-Solicitation and Non-Recruitment</u>. If Client, or a third party on Client's behalf, induces employment of any Concentra personnel during any Term or within six (6) months from termination of this Agreement, then Client shall be in violation of this <u>Section 9</u> and must pay Concentra one (1) times the annual salary of each of the Concentra personnel hired by Client or any third-party (internal or external). Such amount will be paid within thirty (30) days upon receipt of the invoice or demand for such amount.

This Section 9 shall survive the termination of this Agreement.

10. Confidentiality.

- (a) The parties recognize and acknowledge that in the course of performing their duties and obligations under this Agreement the parties may have access to the other party's trade secrets and confidential or proprietary information (the "Confidential Information") including, but not be limited to, this Agreement and the terms contained herein. Each party hereby agrees that, except when required by law, it will not disclose, in whole or in part, such Confidential Information for its own purposes or for the benefit of any other person, firm, partnership, association, corporation or business organization, entity or enterprise. In connection therewith, each party represents and warrants that any employee or agent of a party that has access to the Confidential Information of the other party has provided reasonable assurances obligating each individual to adhere to and be subject to the terms of this Section 10(a). Both parties shall maintain the confidentiality of medical records generated hereunder in accordance with applicable law and shall protect from disclosure any protected health information, as defined in 45 CFR §164.501, or individually identifiable health information as defined in 45 CFR Parts 160-164 and the federal security standards as contained in 45 CFR Part 164.
- The parties agree that, in the event of a disclosure or threatened disclosure of such Confidential Information in a manner inconsistent with the terms of this Agreement, through any means whatsoever, the injured party may terminate this Agreement and may, in addition to any other remedies to which it may be entitled: (i) demand the return of any and all documents or other tangible items which reflect, reveal, disclose, constitute, compromise, or embody such Confidential Information and any or all copies thereof, whereupon the party disclosing, or threatening to disclose, such Confidential Information in a manner inconsistent with the terms of this Agreement shall promptly comply with such demand; (ii) be entitled to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and/or permanent injunctive relief to enforce any provision hereof, without the necessity of proof of actual injury, loss or damage; and (iii) recover damages, losses, and expenses of any nature, including without limitation attorneys' fees, arising out of, resulting from or otherwise relating to such disclosure or threatened disclosure. Anything contained in this Section 10(b) to the contrary notwithstanding, each of the parties to this Agreement shall not be required to return or deliver any documents or other tangible items relating to such Confidential Information , if such return or delivery would directly violate any express provisions of an applicable order of a court of competent jurisdiction. It is the intention of the parties hereto that, in enforcing the provisions of this Section 10(b), a court may take into consideration, among other factors, each of the parties' interest in maintaining the confidentiality of such Confidential Information. Anything contained in this Section 10(b) to the contrary

notwithstanding, the provisions of this Section 10(b) are not intended to cover information, which is in the public domain or becomes generally known.

(c) If either party believes that it has, or may, become legally obligated to disclose Confidential Information to a third-party not governed by this Agreement, such party will provide immediate written notice to the other party so that it may intervene to attempt to prevent such disclosure.

This Section 10 shall survive the termination of this Agreement.

11. <u>Indemnification</u>.

- (a) Each party shall indemnify, defend, and hold harmless the other party, and such other party's officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorney's fees), arising out of or in connection with the negligence or misconduct of the indemnifying party in the performance of its duties and obligations pursuant to this Agreement.
- (b) The party seeking indemnification shall promptly notify in writing the party from whom indemnification is sought of any claim asserted against it for which such indemnification is sought, and shall promptly true copy of any summons or other process, pleading, or notice issued in any lawsuit or other proceeding to assert or enforce such claim. An indemnifying party hereunder reserves the right to control the investigation, trial, and defense of such lawsuit or action (including all negotiations to effect settlement) and any appeal arising therefrom and to employ or engage attorneys of its own choice.
- (c) The party seeking indemnification may, at its own cost, participate in such investigation, trial, and defense of such lawsuit or action and any appeal arising therefrom. The party seeking indemnification and its employees, agents, servants, and representatives shall provide full reasonable cooperation to the indemnifying party at all times during the pendency of the claim or lawsuit, including without limitation, providing them with all available information under the control of the party seeking indemnification or its employees, agents, servants or representatives with respect thereto.

This <u>Section 11</u> shall survive the termination of this Agreement.

12. <u>Medical Records</u>.

- (a) <u>Custodian</u>. Concentra shall serve as the custodian of medical records created at the Onsite Center(s) during the Term of this Agreement. Concentra, while the custodian of medical records shall abide by all local, state, and federal requirements for such record retention during the Term of this Agreement. Client acknowledges that Concentra will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order as applicable, or as provided by applicable law). The below shall control the retention and/or release and delivery of medical records or data upon termination of the Agreement and Client's written request:
 - (i) Upon the termination of this Agreement for any reason, Client shall execute a custodial agreement with Concentra and any new third-party medical provider ("New Medical Provider"), as applicable, to ensure all parties' compliance with applicable laws. Concentra shall provide Client with such custodial agreement for execution. Client shall be solely responsible for any expense related to the transfer of medical records, any retention required by law (including OSHA), any photocopies requested, or any records/data requested to be provided in an electronic format and/or transferred to the

- Client or New Medical Provider(s). The records shall be inclusive of all historical medical records related to the patient population of the Onsite Center(s).
- (ii) The Client shall be invoiced for any production/conversion as a separate line item as a standard Service under this Agreement, which must be paid in full prior to the release of the final set of data requested by Client or New Medical Provider(s). If historical medical records were provided to Concentra by Client or any third-party, such historical records shall be provided to Client or New Medical Provider(s) in the same manner and condition as provided to Concentra. Upon payment by Client, the parties will make best efforts to deliver and/or transfer such records within two (2) weeks, or a mutually agreed upon date.
- (iii) If Concentra is replacing an existing third-party medical provided (a "Prior Medical Provider") as part of a transition of service at the Onsite Center, Concentra shall become the medical record custodian as of the open for business date of the Onsite Center and all parties must execute a custodial agreement thirty (30) days prior to the Onsite Center Anticipated Open for Business Date to ensure all parties' compliance with applicable laws. Client shall provide Concentra written notice of the intended format and delivery of all records created to Concentra sixty (60) days prior to the Anticipated Open for Business Date. Such delivery shall include any medical records, required data, software applications previously used, and required data conversions proposed. Any fees associated with such transfer of the above materials from the Prior Medical Provider shall be at the Client's sole expense.
- (b) Access. Client is not entitled to access any patient medical records except to the extent minimally necessary to determine a workers compensation claim. Concentra is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Concentra may only disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

This Section 12 shall survive the termination of this Agreement.

13. <u>Security Audit Rights</u>.

- (a) For purposes of this Agreement, the term "Information Technology Resources" includes, but is not limited to, hardware, application software, system software, and information (data) used in conjunction with the Services provided at the Onsite, regardless of whether the Information Technology Resources are owned by Client or a third-party. The term "Information Technology Services" includes, but is not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems used in conjunction with the Services provided at the Onsite, regardless of whether the Information Technology Services are owned or operated by Client or a third-party.
- (b) All Information Technology Resources shall be sufficiently protected according to Concentra Security standards attached hereto as Exhibit I.
- (c) In the event that Client utilizes a third-party provider, including contractors or subcontractors, to provide Information Technology Resources, Client shall ensure that such third-party providers agree to abide by the requirements of this <u>Section 13</u>.

- (d) Upon reasonable advance written notice, Concentra reserves the right to perform security audits at the Onsite Center to evaluate the adequacy and compliance of Information Technology Resources and Information Technology Services as defined herein. Concentra reserves the right to use appropriate tools and technology to monitor, encrypt, or scan as appropriate. Concentra shall be provided reasonable access to premises and technology resources to verify conformance to the terms of this Agreement. Concentra shall be permitted to conduct these audits with its own resources, by securing the services of a third-party firm, or any combination thereof, solely at Concentra's election. Concentra shall have the right to copy, at its own expense, any record related to the Services performed pursuant to this Agreement.
- 14. Client Audit. Upon Client providing thirty (30) days advance written notice to Concentra, Client may inspect the books, procedures, and records of Concentra (excluding financial data and Confidential Information) to monitor compliance with this Agreement. Any such audit shall be at Client's sole expense. Client shall pay all reasonable fees incurred by Concentra to complete the audit (including, but not limited to, reasonable copy charges, and Concentra personnel to provide requested materials for such audit), to be invoiced as a separate line item on the next monthly billing statement as a standard Service provided under this Agreement.

15. <u>Concentra's Personnel.</u>

- (a) Concentra is solely responsible for the hiring, training, and performance management of all Concentra personnel at the Onsite Center. Client may provide Concentra written feedback regarding a Concentra personnel performance issue. Upon such feedback, Concentra will conduct an investigation of the applicable facts and circumstances. If Concentra determines that termination of such Concentra personnel is not warranted, then Client will be assessed the remaining monies due to such Onsite Concentra personnel including severance, benefits, and expenses related to the closure expense (if applicable) for the remainder of the current calendar year.
- (b) The severance payment required by subsection 15(a) shall be calculated at a rate of one (1) week's pay at the pro-rated staffing cost in Exhibit B per year of service at the Onsite Center, with a mandatory minimum of two (2) weeks' severance to be paid by Client. The severance payment shall be invoiced as a separate line item as a standard Service under this Agreement.
- (c) If, at any time during the term of this Agreement, Concentra is required to provide replacement personnel (the "Back-Fill Personnel") at and Onsite Center due to scheduled or unscheduled absences of any Concentra personnel (which includes, but is not limited to, physicians, physician assistants, registered nurses, physical therapists, etc.) provided by Concentra at the Onsite Center, then Concentra will make its best efforts to utilize the personnel already assigned to that Onsite Center to provide such Back-Fill Personnel due to such scheduled or unscheduled absence. However, if Concentra cannot provide such Back-Fill Personnel equal to the position required from the already assigned Onsite Center personnel, then Concentra must request an agency or other available Concentra personnel to provide such Back-Fill Personnel equal to that Concentra employee absent to render the Onsite Center Services (which such Back-Fill Personnel must have equal or better credentials to the position vacant due to such absence). If Concentra uses such an agency or other Concentra personnel at a higher hourly rate, then the difference in the hourly rate associated with such Back-Fill Personnel will be invoiced as a separate line item to the Client on a monthly basis as a standard Service under this Agreement.
- Guarantees as shown in Exhibit F (the "Performance Guarantees"). The Parties will review the Performance Guarantees annually and may only be adjusted upon the mutual written consent of the Parties. Concentra agrees to place Management Fees at risk as outlined on Exhibit F for the Term of this Agreement. Only the Management Fee described in Exhibit B will be deemed to be at risk under this Agreement. If Concentra does not meet the Performance Guarantees, then Concentra will credit the applicable amount following the annual review of the

Performance Guarantees. If Concentra exceed the Performance Guarantees, then Client shall apply such credit to Concentra within thirty (30) days' of such annual review.

17. Miscellaneous.

- (a) <u>Entire Agreement; Amendment</u>. All exhibits referenced in this Agreement ("<u>Exhibits</u>") shall be attached and incorporated herein. This Agreement and all Exhibits contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, and arrangements, written or oral, between the parties hereto regarding the subject matter hereof. Only a written instrument executed by both parties may amend this Agreement.
- (b) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given: (i) when personally delivered; (ii) if sent via overnight delivery by a nationally recognized overnight carrier, upon the delivery date; or (iii) if sent by United States mail, three (3) business days after deposit in postage prepaid, certified or registered mail, to the following respective addresses (or to such other address or addresses as either party may designate in writing):

If to Concentra:

Concentra Health Services, Inc. 5080 Spectrum Drive, Suite 1200W

Addison, Texas 75001

Attn: Legal - Contracting (Onsites)

With a copy to:

Concentra Health Services, Inc. 5080 Spectrum Drive, Suite 1200W

Addison, Texas 75001

Attn:

If to Client:

Attn: Copy to:

- (c) Adequate Assurances. If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, Concentra may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides such assurances in a reasonable time and manner acceptable to rights and remedies available, Concentra may in its sole discretion: (a) partially or totally suspend its performance of Services while awaiting assurances from Client, without any liability; and/or (b) require payment from Client in advance for Services not yet provided, without any liability.
- (d) Force Majeure. Neither party shall be liable for failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act of God, fire, inevitable accident, war, or any cause outside the reasonable control of the party who had the duty to perform. This provision explicitly excludes Temporary Shutdowns as set forth in Paragraph 5 of this Agreement, economic hardship, labor shortages, labor or employee reductions, fluctuations in market conditions, and insufficiency of funds as reasons a party may invoke this provision for failure to perform its obligations under this Agreement.
- (e) <u>Waiver</u>. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or performance

thereof at any time or times thereafter, nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

- entity without the prior written consent of the other party; provided however that Client acknowledges that certain professional Services to be rendered by Concentra may be rendered by a professional association affiliated with Concentra. Notwithstanding anything contained herein to the contrary, either party may assign this Agreement, without consent, to the surviving entity in the event of a merger or sale of substantially all the assets. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors and assigns.
- (g) <u>Severability</u>. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the remaining Term unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
- (h) <u>Governing Law.</u> This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which the Services are performed, without regard to conflict/choice of law principles.
- that any federal, state, or local law, rule, regulation, or interpretation thereof at any time during the Term of this Agreement prohibits, restricts, or in any way materially changes the method or amount of reimbursement or payment for Services under this Agreement, then this Agreement shall, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction, or limitation; and (b) with respect to any law, rule, regulation, or interpretation thereof which results in a material increase in the cost of Services provided by Concentra hereunder, Concentra shall have the right to increase its fees to reach that level of prices at which it is willing to provide Services hereunder. With respect to any other prohibition, restriction, or change that causes this Agreement to be impermissible or materially different in its effect than contemplated herein, the parties hereto will, in good faith, negotiate and amend this Agreement to cause their relationship to be as consistent as possible with that which is created herein; if this Agreement is not so amended in writing prior to the effective date of other party.
- (j) <u>Corporate Authority</u>. Each party represents and warrants that it has the requisite corporate power and authority to enter into this Agreement, to engage the other in the performance set forth herein, and to perform its obligations hereunder. The execution, delivery and performance by each party of this Agreement have been duly authorized by all requisite corporate action on the part of each party respectively.
- (k) <u>Publicity</u>. Each party shall request prior written approval for any advertising, written sales promotions, tours, press releases and other publicity matters relating to this Agreement or in which the other party's name is mentioned. However, either party may, without prior written approval of the other party, include the other party's name and a factual description of the work performed under this Agreement in its lists of references and in the experience section of proposals to third parties, in internal business planning documents, in its annual report to shareholders, and whenever required for legal, accounting or regulatory purposes.
- (I) <u>Agreement Structure</u>. This Agreement is the result of an arm's length negotiation between the parties and each of the parties has agreed to the use of the particular language on this Agreement. The parties

further acknowledge that any questions of doubtful or unclear interpretations are not to be resolved by any rule or interpretation against the drafters, and that each party has participated in drafting this Agreement. Accordingly, this Agreement is to be construed without regard to the party or parties responsible for its drafting or preparation.

(m) <u>Counterparts</u>. This Agreement may be executed in counterparts and delivered to each of the parties by facsimile. Facsimile, photocopy, or electronic signatures are deemed an original instrument, but all such counterparts taken together constitute on and the same agreement.

IN WITNESS WHEREOF, the parties have agreed to this Agreement as of the Effective Date in the preamble.

Concentra Health Services, Inc. Signature:	Company: Client Signature:
Title: Date:	Client Title: Date:

EXHIBIT A SCOPE OF WORK ("SOW")

1. Location. Services provided at the following location:

Onsite Center address	City, State, Zip Onsite Contact
	. Onsite outiliant
2. Statement of Work.	
Occupational Health Work-related injury and illness assessment Examination and Management DOT Physical General Physicals Medication and Injections Laboratory Collection Special Testing - Diagnostic: Audiogram	 Pulmonary function Respirator fit Drug and Alcohol Screens Breath alcohol Drug screens Assessments Injury Prevention Training Ergonomic Assessments Job Analysis
Acute Episodic Care Common Illnesses Upper Respiratory Infections Headaches Sore throats	 Sprains/strains/lacerations Gastrointestinal complaints Rashes Urinary Tract Infection
Primary Care Medical Home Chronic Disease Management Routine Annual Exams and Screenings Prescription Management Preventive Care	 Care Coordination Lifestyle Medicine Lab Draws Immunizations
Travel Medicine	
Pharmacy	
Physical Therapy Injury Evaluations Job Specific Injury Care Modalities	 Manual Therapy Therapeutic Exercises
Ancillary Services: Massage Therapy Chiropractic	 Acupuncture
Athletic Trainer Certified: Basic Workplace Assessments Design and Develop Return-to-Work Programs Ergonomic Assessments	 Prevention Strategies Associated With Body Mechanics Stretching Programs First Aid
Wellness Health Risk Assessment Biometric Screening Health Fairs	 Health Coach – Telephonic Health Coach – Onsite

 Staffing: Concentra agrees to provide the following staff: 				
The second secon	eta led i latera.			
Physician	FTE Count	Но	urs Per Week	
Physician Oversight	The state and its same appeals to become considering the			
Center Medical Director	considery with the many is any other than the second section of the	general all the entired have solven and restrictions and assembly assembly assembly.		
Physician(s)				
Nurse Practitioner (NP)	-			
Physician Assistant (PA)				
Pharmacist				
Charrier .	De Mingales - Description			
	FTE Count	Hot	ırs Per Week	
Registered Nurse (RN)			The sets of the sets of the sets	
Cert. Occ Health Nurse (COHN)				
Licensed Practical Nurse (LPN)				
Medical Assistant (MA)				
EMT				
Physical Therapist (PT)				
Registered Dietitian				
Front Office Lead				
Back Office Lead				
Center Operations Director (COD)				
Health Coach				
4. Hours of Operation:				
Monday Tuesday Wednesday	hursday	Friday	Saturday	Sunday
Monday Tuesday Wednesday				
Monday Tuesday Wednesday The hours of operation set forth in this Exhibit A are the general hours ithin the hours of operation as agreed to by the parties in writing and a				
Monday Tuesday Wednesday				
Monday Tuesday Wednesday The hours of operation set forth in this Exhibit A are the general hours ithin the hours of operation as agreed to by the parties in writing and a second seco	the Onsite Center w s adjusted from tim			
Monday Tuesday Wednesday The hours of operation set forth in this Exhibit A are the general hours ithin the hours of operation as agreed to by the parties in writing and a second seco	the Onsite Center w s adjusted from tim	vill be open. Specific se to time.		
Monday Tuesday Wednesday The hours of operation set forth in this Exhibit A are the general hours ithin the hours of operation as agreed to by the parties in writing and a second seco	the Onsite Center w s adjusted from tim	vill be open. Specific s e to time. ffed ffed		
Monday Tuesday Wednesday The hours of operation set forth in this Exhibit A are the general hours ithin the hours of operation as agreed to by the parties in writing and a second seco	the Onsite Center was adjusted from tim	rill be open. Specific set of time. ffed ffed ffed		
Monday Tuesday Wednesday The hours of operation set forth in this Exhibit A are the general hours ithin the hours of operation as agreed to by the parties in writing and a 5. Holidays: New Year's Day Memorial Day Independence Day Labor Day	the Onsite Center we sadjusted from times adjusted from times Sta	vill be open. Specific set o time. ffed ffed ffed ffed		
Monday Tuesday Wednesday The hours of operation set forth in this Exhibit A are the general hours ithin the hours of operation as agreed to by the parties in writing and a second se	the Onsite Center was adjusted from times stated	ill be open. Specific set to time. ffed ffed ffed ffed ffed		
Monday Tuesday Wednesday The hours of operation set forth in this Exhibit A are the general hours ithin the hours of operation as agreed to by the parties in writing and a 5. Holidays: New Year's Day Memorial Day Independence Day Labor Day	the Onsite Center we sadjusted from times adjusted from times Sta	ill be open. Specific set to time. ffed ffed ffed ffed ffed		
Monday Tuesday Wednesday The hours of operation set forth in this Exhibit A are the general hours ithin the hours of operation as agreed to by the parties in writing and a second se	the Onsite Center was adjusted from times stated	ill be open. Specific set to time. ffed ffed ffed ffed ffed		

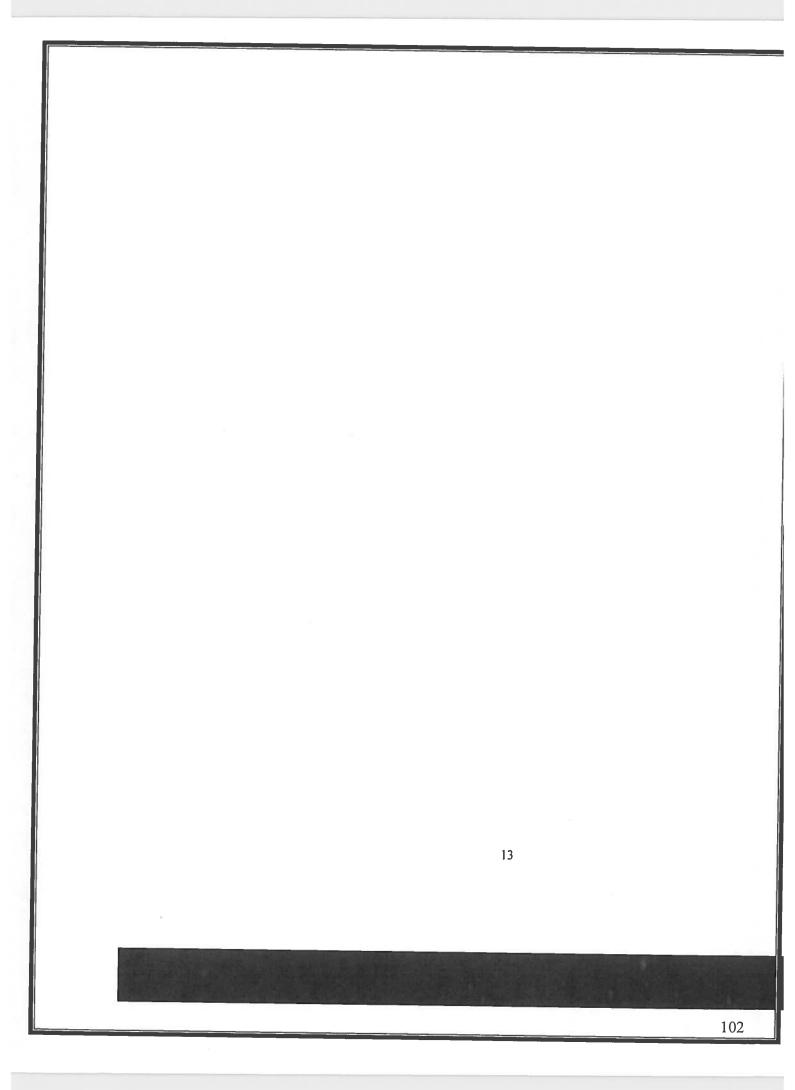


EXHIBIT B PROGRAM FEES ("FEES")

	Estimated Onsite Center Program Co EXAMPLE ONLY	osts	
Start-up Costs			One time F
Equipment & Supplies			O)(E)(III)E);
Technology/Software Licenses			
Travel Health Implementation			
Implementation Fee			
TOTAL START-UP COSTS			
	Labordosas		
Position	Hourly		
Physician Oversight	nouny	Monthly	Annual Fee
Center Medical Director			
Physician(s)			
Nurse Practitioner (NP)			
Physician Assistant (PA)			
Pharmacist			
Registered Nurse (RN)			
Cert. Occ Health Nurse (COHN)			
Licensed Practical Nurse (LPN)			
Medical Assistant (MA)			
EMT			
Physical Therapist (PT)			
Registered Dietitian			
ront Office Lead			
Back Office Lead			
Center Operations Director (COD)			
OTAL LABOR COSTS			
ingoing Costs			Annual:Fee
linical/Admin/Supplies			Allulativee
echnology Fee			
ravel Health			
&A Fee			
anagement Fee			
OTAL ONGOING COSTS			
STIMATED YEAR 1 COSTS			

- The table above is based on current estimates of scope and volume. Any scope or volume changes may require additional Fees The actual implementation costs for supply and equipment cost will be dependent upon the facility size and configuration Staffing will begin up to thirty (30) days prior to the Onsite Center opening and will be billed as incurred

- Does not include overtime, supplemental pay, holiday pay, on call pay, or bonuses for Concentra personnel, whether requested by Client or deemed medically or operationally necessary for patient care will be billed at current standard applicable rates
- Any mandatory re-certifications necessary to stay in compliance (CAOHC, BAT, UDS, DOT, etc.), and any travel related to this ongoing training will be passed
- Please note the amounts applied for recruiting are estimated, actual cost may vary and estimate does not include placement cost from a recruiting agency. If deemed necessary, will be passed through to Client at cost
- Includes standard quarterly stewardship reporting. Any ad hoc reporting will be billed on a time and materials basis at \$185 per hour
- Concentra will bill labor, technology, and management fees to the District as a flat monthly fee at 1/12 of the annual rate. All other costs will be passed through as incurred. Our standard payment terms are net thirty (30) days.

EXHIBIT C INFORMATION SYSTEMS AND TECHNOLOGY

- 1. Concentra will provide, install, configure, manage and support all equipment and clinical software systems used by Concentra Personnel, and will be responsible for appropriate training therewith. Concentra will be responsible for all licensing, maintenance, security, and support of any workstations, equipment, and service required for
 - Connectivity: Applications require a full separate Concentra network and will be installed. Concentra will provide an Internet T1 or greater connection for the Concentra applications and hardware. Client is responsible for the extension of the DEMARC (carrier hands off the circuit to Concentra) into the Onsite Center. Client will provide a fully network communication wired facility, including ethernet drop points located in the ceiling for wireless access points, if applicable. Client will provide a labeled patch panel within two (2) feet of the network rack location.
 - If Client desires to utilize its existing internet connection which is dedicated to the Onsite Center, then Concentra shall install a security/network appliance (the "ARUBA RAP") to create a secure IP sec VPN tunnel connection connecting to the Concentra network through the Client internet in order to connect to the required software applications to perform the Services. Client assumes primary responsibility for network performance and operation that impacts the Concentra Services at the Onsite Center. Client assumes responsibility for any data breaches on its own network.
 - Network/Electrical: The Onsite Center will include network and electrical ports above workspace counters in accordance with Concentra's specifications. If ports are located below workspace counter, Client will provide corresponding holes to drop device cables.

Network drops are to be clearly identified and labeled with port numbers correlating with the patch panel.

- Two (2) network ports per device and two electrical and network ports are to be no more than sixteen (16) inches apart and must be located greater than sixteen (16) inches from a water source (sink).
- Adequate number of electrical/network ports: Four (4) network ports per device and two (2) electrical outlets per workstation (1 workstation = 4
- Space: Concentra will recommend the locations for all network ports based on hardware installation needs, determined either by site visit and/or clinic
 - i. Administrative workspaces must have adequate space to accommodate the following equipment PC, monitor, keyboard, printer, scanner, and mouse, as well as space for the user to work. At a minimum, each administrative workspace shall be 28 inches (28") high, two feet (2") deep, and

Exam rooms must have available empty wall space at least 24 inches (24") wide, floor to ceiling, containing network and electrical ports for wall-

It is recommended that the network and electric ports be no more than four feet (4") away from any workstation space in order to use standard network cables and surge protectors as priced.

<u>Telecommunications</u>: Client will provide all hardware and software for an Onsite Center phone system and IT support for the phone system. Further, Client will provide at a minimum the following items:

Separate phone and facsimile lines

Dedicated phone line for credit card machine for payment collection

Ability to transfer to any phone

Internal lines - select Concentra Personnel

Voice Mail - select lines

- Disposition Upon Termination: Upon termination of this Agreement, Concentra will retain all Concentra owned equipment/hardware. However, Client and Concentra may agree that such Digital X-ray equipment (the "X-ray") previously deployed to the Onsite Center is retained by the Client. The X-ray and the accompanying CR PC will remain with the Client and Concentra will dispatch a third-party vendor to the Onsite to re-image the CR PC and reload associated medical data to the device before final turnover of the X-ray to the Client.
- Client will provide, install, configure, manage and support all equipment and clinical software systems used by Concentra Personnel, in sufficient quantities and locations as to accommodate the needs of Concentra Personnel, after consultation with Concentra, and will be responsible for appropriate training therewith. Client will be responsible for all licensing, maintenance, security and support of each workstation, equipment and service. Without limiting the foregoing, the parties shall provide
 - Access: Client will provide Concentra personnel internet connectivity through a Concentra workstation to access Concentra general corporate applications (including, but not limited to, timekeeping, email, and training). Client IT will whitelist https://chsapps.concentra.com, the gateway to Concentra's Citrix environment, and other URLs as identified by Concentra as needed.

Equipment: Concentra will provide hardware for one workstation (one personal computer and printer) for access to Concentra general corporate applications

Telecommunications: Client will provide all hardware and software for the Onsite Center phone system and IT support for the phone system. Further, Client will provide at a minimum the following items:

Separate phone and facsimile lines

Dedicated phone line for credit card machine for payment collection

Ability to transfer to any phone

Internal lines - select Concentra Personnel

Voice Mail - select lines

Termination. Upon termination of this Agreement, Concentra will retain all Concentra-supplied IT equipment.

EXHIBIT D ONSITE CENTER SET-UP/PREMISES

Client shall be responsible for the following, at its sole expense:

- Client shall provide adequate and appropriate office and clinic space for medical services. Client shall provide written specifications for the Onsite Center, including, at a minimum, the Onsite Center size, location, and layout.
- If Client has an existing Onsite Center facility, then Client shall provide Concentra full access to such facility at least sixty (60) days prior to the Anticipated Open for Business Date to inspect the premises and determine if the facility meets Concentra's specifications to perform the Services and security requirements. Client shall be solely responsible for any required updates, upgrades, replacement systems, or medical equipment as may be necessary to perform the Services.
- Client shall ensure that the Onsite Center meets all applicable federal, state, and local laws, regulations, rules, and codes related to the premises, including but not limited to zoning, land use, and land development ordinances, occupancy rules, and building and construction codes. Client must also ensure that the Onsite Center meets Concentra's written specifications;
- Client must maintain the Onsite Center in good repair and working order and in compliance with Concentra's service standards (including, but not limited to, its interior, exterior, structure, and roof) and maintained in a safe and workman like condition. Without limiting the generality of the foregoing requirement, and by way of specific example only, Client shall keep the Onsite Center free of debris, ice, snow;
- Client shall provide utilities (including electricity, water, heat, plumbing, and air conditioning), janitorial service, and other services in conformance with the written specifications provided to Concentra by Client.
- In the event any hazardous substance is discovered at any time in, under, or about the Onsite Center in violation of applicable law during the Term then, provided such hazardous substance was not introduced into the Onsite Center by Concentra, Client will, at Client's expense, remove and dispose of such hazardous substance in accordance with applicable law and shall indemnify and hold harmless Concentra from and against any action under any federal, state, or local environmental law for the same.
- Failure of Client to meet any provision of this <u>Exhibit D</u> shall be considered a breach of the Agreement.

EXHIBIT E MARKETING AND COMMUNICATION

TBD

EXHIBIT F
PERFORMANCE GUARANTEES

TBD

EXHIBIT G INSURANCE

Concentra shall maintain, throughout the Term of this Agreement, at its sole expense, professional liability insurance coverage, or adequate self-insurance, with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. Where applicable, limits shall be in accordance with the Patient Compensation Fund Guidelines.

Commercial General Liability Coverage:

\$1,000,000 per occurrence

\$3,000,000 general aggregate

Concentra will extend Additional Insured status to Client as it relates to Services provided per written agreement.

Automobile Liability Coverage:

\$2,000,000 combined single limit

Concentra will extend Additional Insured status to Clients as it relates to Services provided per written agreement.

Workers' Compensation Coverage:

- 1. Applicable state-mandated coverage;
- 2. Employer's liability coverage at the following amounts:
 - a. Each accident: \$1,000,000
 - b. Disease (each employee): \$1,000,000
 - c. Disease (policy limit): \$1,000,000

EXHIBIT H ONSITE EQUIPMENT AND BUILD-OUT /DESIGN REQUIREMENTS

TBD

EXHIBIT I SECURITY STANDARDS

Best Practices.

Client shall adhere to commercially reasonable best practice standards related to information security.

Client shall secure access to Client offices.

Client shall provide periodic and mandatory Information Security training and awareness to its permitted employees and permitted subcontractors (collectively "Personnel").

Client shall limit access to information to the minimum necessary dataset required to accomplish the intended purpose or use.

Security Policy.

Client shall develop and maintain a comprehensive Information Security Policy ("Policy"). Said Policy shall be reviewed whenever there is a material change in practices and not less than annually.

Client shall have a designated employee or group of employees who shall maintain said Policy.

Client shall monitor their Policy to ensure that the program described therein is operating in a manner reasonably calculated to prevent unauthorized access.

Access Control.

Client shall ensure that passwords are terminated upon the removal of Personnel from provision of the Services for any reason.

Client shall not permit access to Information via unsecured Wi-Fi IEEE802.11x wireless technology or any other unsecured wireless

Client shall appropriately secure Information or data to prevent any physical access by unauthorized users.

Client shall control access to Information or data in a manner which prevents any access by unauthorized users.

Enterprise Vulnerability Management ("EVM").

Client shall adhere to commercially reasonable best practice standards for patch management criticality ranking and patching time frame requirements for all IT systems, switches, routers, appliances, servers, and workstation PC's.

Client shall ensure that trusted, commercially available anti-virus software is installed, enabled, and kept current on all Client servers

and PC's used in accessing, processing, transmitting, or storing, Information.

Client shall implement trusted, commercially available, up-to-date spyware protection on all Client PC's used for accessing, processing, transmitting, or storing Information.

Transmission Security.

Client shall encrypt all data, records, and files containing Information that will be transmitted wirelessly across public networks.

Client shall require all transmissions of PHI to be secure and encrypted, including but not limited to: e-mail, web-mail, Blackberry email and other mobile device e-mail, FTP, chat and instant messaging, and web services.

Device and Media Control.

Client shall properly dispose of any storage media containing PHI or Information, including those found in Multi-Function Devices, by purge ("Purge") or destroy ("Destroy") as those terms are defined in the National Institute of Standards and Technology ("NIST") Special Publication 800-88, per all standards therein. For purposes of this section, the terms "Multi-Function Devices" means an office machine which incorporates the functionality of multiple devices in one. Examples include a combination of some or all of the following services: printing, scanning, photocopying, faxing, and/or emailing.

Client shall implement encryption of any built-in or removable storage media in any Client controlled PC or other portable devices

which may access, store, transmit, or process Information.



City of Corpus Christi, TX • RFP No. 103 Employer-sponsored Wellness Clinic Technical Proposal

Attachment C Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/2/2016

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

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CERTIFICATE HOLDER	CANCELLATION		
CITY OF CORPUS CHRISTI, TX PO BOX 9277 ATTN: RISK MANAGER	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
CORPUS CHRISTI TX 78469-9277	AUTHORIZED REPRESENTATIVE		

Ferneth L Ewell

ACORD 25 (2014/01)

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ACORS*	AGENCY CUSTOMER ID: CONCGRO-01 LOC #: MARKS SCHEDULE Page 1 of
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KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - C 5/1/2015-2016 - \$200,000 Each Medical Incident/\$600,000 Aggrega	Continental Casualty Company - Policy #HAZ 4032244600; Effective telephone Per Insured or Surgeon
LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE 5/1/2015-2016 - \$100,000 Each Medical Incident/\$300,000 Aggrega	- Columbia Casualty Company - Policy #HAZ 4032244614; Effective te Per Insured or Surgeon
NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE 5/1/2015-2016 - \$200,000 Each Medical Incident/\$600,000 Aggregat	- Columbia Casualty Company - Policy #HAZ 4032244628; Effective te Per Insured or Surgeon
PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVER Effective 6/1/2015-2016 - \$500,000 Each Medical Incident/\$1,500,00	AGE - Columbia Casualty Company - Policy #HAZ 4032244631; 00 Aggregate Per Insured or Surgeon
WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE 5/1/2015-2016 - \$1,000,000 Each Medical Incident/\$3,000,000 Aggre	- Continental Casualty Company - Policy #HAZ 4032244659; Effective egate Per Insured or Surgeon
PROPERTY COVERAGE: Risk of Physical Loss or Damage to Cove	ered Property subject to policy terms and conditions
WORKERS COMPENSATION - Occupational Health Centers of Cali 5/1/2015-2016	ifornia, A Medical Corporation - Policy #WA7-63D-510199-045; Effective:
WORKERS COMPENSATION - Occupational Health Centers of Sou WC7-631-510199-065; Effective: 6/1/2015-2016	thwest, P.A Policy #WA7-63D-510199-055 and
ADDITIONAL WORKERS COMPENSATION POLICIES:	
DHC of Arkansas – Policy #WC7-631-510199-075; Effective: 6/1/201 DHC of Southwest (AZ/UT) – Policy #WC2-631-510199-115; Effective DHC of Delaware – Policy #WC2-631-510199-105; Effective: 6/1/201 DHC of Georgia/Hawaii – Policy #WC2-631-510199-175; Effective: 6/1/2015-2 DHC of Illinois – Policy #WC2-631-510199-195; Effective: 6/1/2015-2 DHC of Louisiana – Policy #WC2-631-510199-095; Effective: 6/1/2015 DHC of Michigan – Policy #WC2-631-510199-185; Effective: 6/1/2015 DHC of Nebraska – Policy #WC2-631-510199-145; Effective: 6/1/2015 DHC of New Jersey – Policy #WC2-631-510199-135; Effective: 6/1/2015 DHC of North Carolina – Policy #WC2-631-510199-085; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DHC of Southwest (KS) – Policy #WC2-631-510199-125; Effective: 6/1/2015 DH	e: 6/1/2015-2016 5-2016 /1/2015-2016 9016 5-2016 5-2016 5-2016 015-2016 015-2016 015-2016
Coverage is provided for all medical professionals employed or contra he above Named Insured.	acted by the above Named Insured, only while working for or on behalf of
RE: CHS IS BIDDING ON AN RFP TO PROVIDE ONSITE MEDICAL	SERVICES UNDER # 103.
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON A PRIMA LIABILITY AND AUTOMOBILE LIABILITY COVERAGES IF REQUIRE	-D DT WRITTEN CONTRACT.
PRIOR TO A LOSS AND IF REQUIRED BY WRITTEN CONTRACT, N CERTIFICATE HOLDER ON THE GENERAL LIABILITY, AUTOMOBII PERMITTED BY STATE LAW.	WAIVER OF SUBROGATION IS PROVIDED IN FAVOR OF THE LE LIABILITY AND WORKERS COMPENSATION COVERAGES IF

ACORD 101 (2008/01)

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City of Corpus Christi, TX • RFP No. 103 Employer-sponsored Wellness Clinic Technical Proposal

Attachment D Sample Performance Guarantees

Performance Guarantees

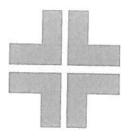
The table below outlines **examples** of performance guarantees we can offer the City and is provided for **informational purposes only**; actual performance standards and metrics will be mutually agreed upon by Concentra and the City.

	SAMPLE *Performance Guarantee Program * SAMPLE (For Informational Purposes Only)						
Pe	erformance Guarantee	Category	Description				
1.	Clinic Utilization	Operations	% of eligible patient types visited clinic. % utilization = # patients visit clinic/ # eligible participants in target population				
2.	Patient Net Promoter Score (NPS)	Satisfaction	Question from Patient Satisfaction Survey: How likely would you be to recommend this worksite to your co-workers? With scale 0- 10.				
			NPS = % Promoters (score of 9 or 10) - % Detractors (score 0-6).				
3.	Net Patient Experience Rating (NPER)	Satisfaction	Question from Patient Satisfaction Survey: How satisfied were you with today's visit? With scale 0-10.				
			NPER = % Promoters (score of 9-10) - % detractors (score 0-6).				
4.	Wait Time Communication	Satisfaction	Patient advised of wait time, if wait time existed.				
5.	Wait Time	Satisfaction	% of patients to be seen within a certain time period				



City of Corpus Christi, TX ♦ RFP No. 103 Employer-sponsored Wellness Clinic Technical Proposal

Attachment E Sample Report



Onsite Program Review







PRESENTED TO

Employer Name

Jan 01, 2015 - Dec 31, 2015

PRESENTED BY

Concentra



Employer Name

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This report was printed on Feb 01, 2016



Employer Name

Period for: Jan 01, 2015 - Dec 31, 2015

Date: Feb 2, 2016 Time: 1:30 – 3:30 pm Location: Dallas, TX

Attendees: Employer: Concentra:

Agenda

- 1. Onsite Program Review
- 2. Clinician Recruitment
- 3. Wellness Programs
- 4. Telemedicine

Program Summary

Employer Name

Period for: Jan 01, 2015 - Dec 31, 2015

Program Goals

The program goals for the reporting period are listed in this section. They can focus on a variety of topics from staffing needs, to increasing utilization, to adding new programs.

Engagement

This section provides an overview of the program successes for the reporting period, including events and initiatives that took place during the time period.

Clinical Overview

This section provides a summary of the clinical data and outcomes.

Care Stories

Included here are some patient success stories.



Employer Name

Eligibility

Period for: Jan 01, 2015 - Dec 31, 2015

Eligibility information is obtained directly from eligibility data you have provided. Depending on this data, it may include the total population, rather than site-specific sub-groups.

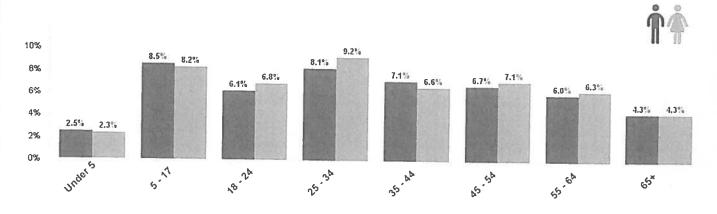
Current – Current period for which the report was created

Eligibility by Gender and Age Group

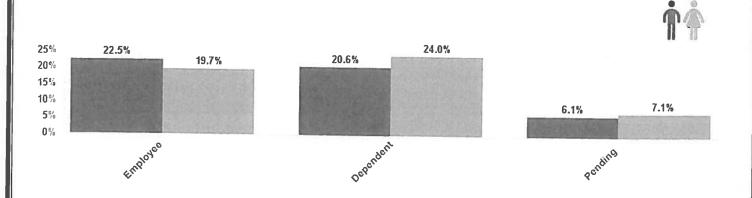
Prior – Same time period as the current but for the prior year

	Male			Female			Total		
	Current	Prior	% Change	Current	Prior	% Change	Current	Prior	% Change
Under 5	171	188	-9.0%	162	168	3.0%			MANAGER AND STREET
5 - 17	593	639	-7.2%			-3.6%	333	356	-6.5%
18 - 24				574	621	-7.6%	1167	1260	-7.4%
	427	437	-2.3%	474	490	-3.3%	901	927	-2.8%
25 - 34	568	615	-7.6%	639	704	-9.2%			
35 - 44	495	515	-3.9%				1207	1319	-8.5%
45 - 54				458	505	-9.3%	953	1020	-6.6%
	464	491	-5.5%	496	523	-5.2%	960	1014	-5.3%
55 - 64	415	426	-2.6%	436	452	-3.5%	851		
65+	301	306	.1.6%	300				878	-3.1%
Total					303	-1.0%	601	609	-1.3%
iviai	3434	3617	-5.1%	3539	3766	-6.0%	6973	7383	-5.6%

Eligibility by Gender and Age Group



Eligibility by Gender and Coverage Type





Employer Name

Participation

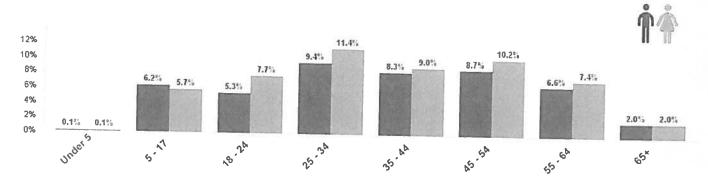
Period for: Jan 01, 2015 - Dec 31, 2015

Program participation helps measure employee engagement over time. Knowing who typically uses your onsite center, and who doesn't, helps identify programs that may need to be changed, or demographic groups that may need additional targeting effort.

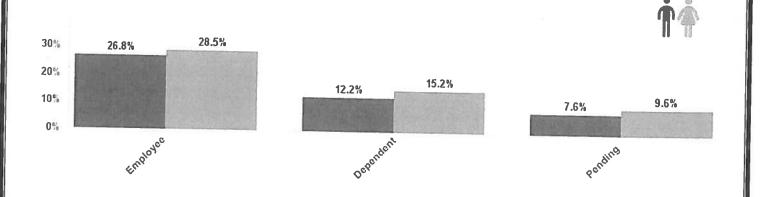
Participation by Gender and Age Group

	Male		Female			Total			
	Current	Prior	% Change	Current	Prior	% Change	Current	Prior	% Change
Under 5 5 - 17 18 - 24 25 - 34 35 - 44 45 - 54 55 - 64	2 156 132 236 208 218	1 143 123 233 257 261	100.0% 9.1% 7.3% 1.3% -19.1%	2 142 192 285 224 255	0 130 131 292 230 275	0.0% 9.2% 46.6% -2.4% -2.6% -7.3%	4 298 324 521 432 473	1 273 254 525 487 536	300.0% 9.2% 27.6% -0.8% -11.3%
65+ Total	165 49 1166	206 54 1278	-19.9% -9.3% -8.8%	185 49 1334	229 74 1361	-19.2% -33.8% -2.0%	350 98 2500	435 128 2639	-19.5% -23.4% -5.3%

Participation by Gender and Age Group



Participation by Gender and Coverage Type



35.9%

Participation

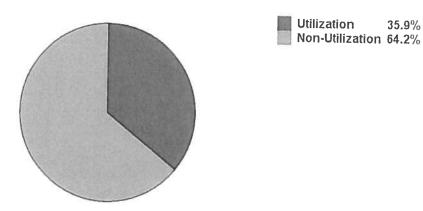
Period for: Jan 01, 2015 - Dec 31, 2015

This section delivers an overview of this quarter's utilization at the onsite center.

Target Population Demographics

	Male	Female	Total
Target Population	3,434	3,539	6,973
# of Participants	1,166	1,334	2,500
% Participants	34.0%	37.7%	35.9%
Average Age of Participants	38	37	37
Under 5	0.2%	0.1%	0.2%
5 - 17	13.4%	10.6%	11.9%
18 - 24	11.3%	14.4%	13.0%
25 - 34	20.2%	21.4%	20.8%
35 - 44	17.8%	16.8%	17.3%
45 - 54	18.7%	19.1%	18.9%
55 - 64	14.2%	13.9%	14.0%
65 +	4.2%	3.7%	3.9%

Target Population Utilization





Employer Name

Participation

Period for: Jan 01, 2015 - Dec 31, 2015

Using the eligibility data you provided, we have summarized center utilization by office location. You can identify the locations with the highest rate of utilization.

Participation by Office Location

Location	Coverage Type	# Participants	Target Population	Participation %
	Dependent	687	3113	22.1%
Employer Location	Employee	1381	2942	46.9%
O	Pending	432	918	47.1%
Overall Total		2500	6973	35.9%



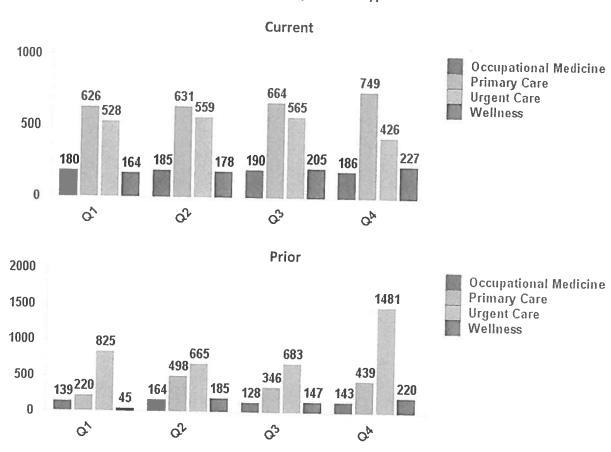
`Employer Name

Visit Details

Period for: Jan 01, 2015 - Dec 31, 2015

Reviewing encounter patterns helps drive program refinement, center staffing, and service offerings to maximize utilization.

Encounters by Service Type



Total Encounters for Reporting Period

Service Type	Current#	Current %	Prior#	Prior %	% Change
Occupational Medicine	741	11.8%	574	9.1%	29.1%
Primary Care	2670	42.6%	1503	23.8%	77.6%
Urgent Care	2078	33.2%	3654	57.7%	43.1%
Wellness	774	12.4%	597	9.4%	29.6%
Physical Therapy	0	0.0%	0	0.0%	23.0 %
Other	0	0.0%	0	0.0%	0
Totals	6263	100.0%	6328	100.0%	-1.0%

Encounter – An interaction between a patient and a center staff member. There may be multiple encounters within one visit.

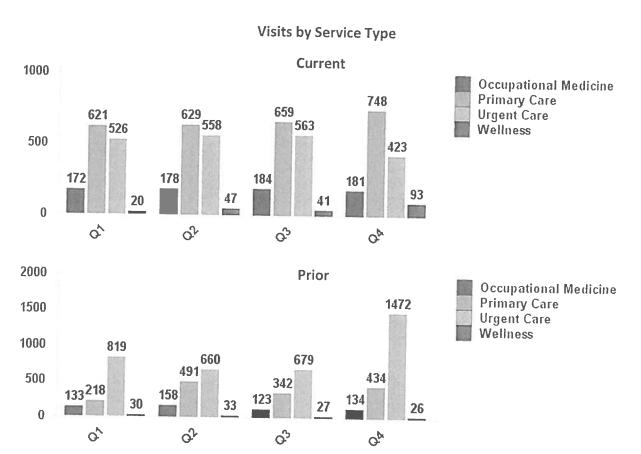


Employer Name

Visit Details

Period for: Jan 01, 2015 - Dec 31, 2015

Understanding how your employees use the center helps you refine your program and service offerings to drive engagement.



Total Visits for Reporting Period

Service Type	Current#	Current %	Prior #	Prior %	% Change
Occupational Medicine	715	12.7%	548	9.5%	30.5%
Primary Care	2657	47.1%	1485	25.7%	78.9%
Urgent Care	2070	36.7%	3630	62.8%	43.0%
Wellness	201	3.6%	116	2.0%	73.3%
Physical Therapy	0	0.0%	0	0.0%	0
Other	0	0.0%	0	0.0%	Ō
Totals	5643	100.0%	5779	100.0%	-2.4%

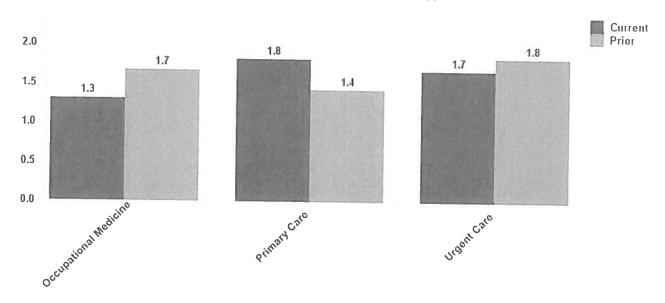
Visit – Any number or combination of service encounters rendered to a unique patient in a calendar day.

Visit Details

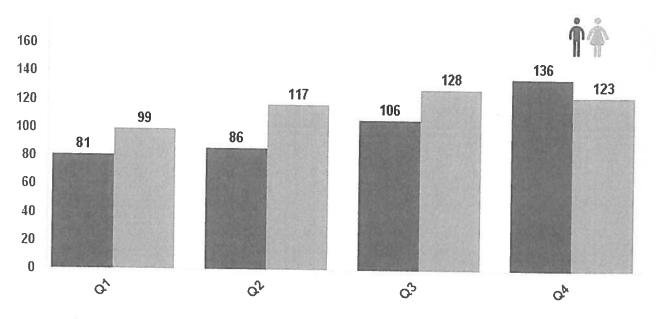
Period for: Jan 01, 2015 - Dec 31, 2015

Tracking new patients and first-time visitors to the center is an important part of measuring engagement, as it helps determine the effectiveness of your outreach programs.

Average Visits Per Patient by Visit Type



First Time Patients



Total First Time Patients = 876



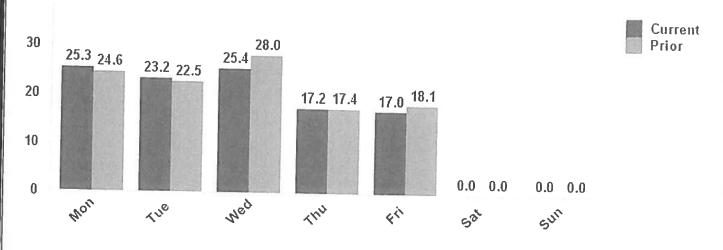
Employer Name

Visit Details

Period for: Jan 01, 2015 - Dec 31, 2015

Identifying trends in utilization by time and day of the week helps you establish expectations around when your employees use the center, and how staffing may need to be adjusted accordingly.

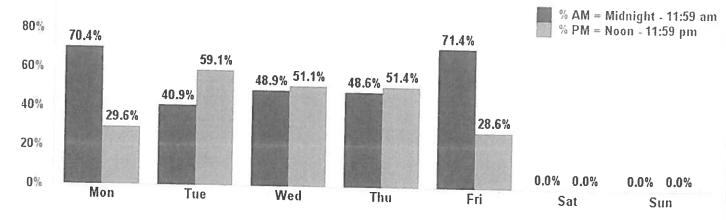
Average Visits by Day of Week



Average Visits by Day and Time

Day	Before 8 AM	8 AM to 11:59 AM	12 PM to 5 PM	After 5 PM	Unknown Time	Average by Dav
Mon	4.1	13.5	7.4	0.0	0.3	25.3
Tue Wed	0.0	9.4	12.3	1.3	0.3	23.2
Thu	0.1 0.1	12.2	11.6	1.3	0.3	25.4
Fri	3.0	8.2 9.1	8.2	0.6	0.1	17.2
Sat	0.0	0.0	4.8	0.0	0.1	17.0
Sun	0.0	0.0	0.0	0.0	0.0	0.0
	010	0.0	0.0	0.0	0.0	0.0

Visit Trends by AM and PM





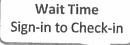
Employer Name

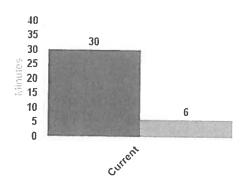
Visit Details

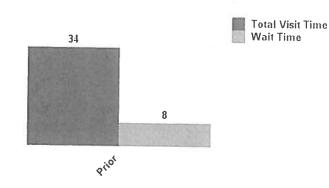
Period for: Jan 01, 2015 - Dec 31, 2015

Understanding how long your employees are typically at the center helps you drive expectations with their departments and managers regarding time away from work. Employees spend much less time away from work when they can visit a center onsite instead of traveling to see a local clinician.



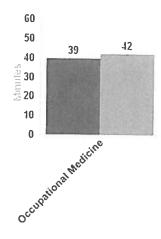


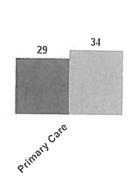


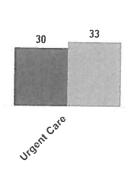


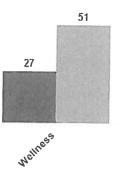
Average Total Time in Clinic by Visit Type

Total Time Sign-in to Check-out











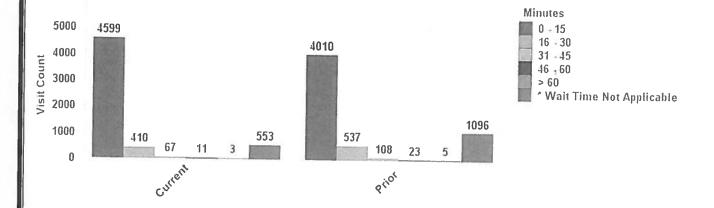


Employer Name

Visit Details

Period for: Jan 01, 2015 - Dec 31, 2015

Patient Wait Times



* Wait Time Not Applicable – This usually indicates a health coaching lunch and learn session, offsite screening, vaccination, or services provided during special events.

Cumulative Wait Time by Patient — The total percentage of patients who experience a specific wait time. Wait times are typically grouped in ranges, such as 0-15 minutes.

Cumulative Wait Time by Patient

Wait Time Minutes	Current #	Current %	Current Cumulative %	Prior #	Prior %	Prior Cumulative
0 - 15	4599	81.5%	81.5%	4010	69.4%	69.4%
16 - 30	410	7.3%	88.8%	537	9.3%	78.7%
31 - 45	67	1.2%	90.0%	108	1.9%	80.6%
46 - 60	11	0.2%	90.1%	23	0.4%	80.9%
> 60	3	0.1%	90.2%	5	0.1%	81.0%
* Wait Time Not Applicable	553	9.8%	100.0%	1096	19.0%	100.0%
Totals	5643	100.0%	100%	5779	100.0%	100%



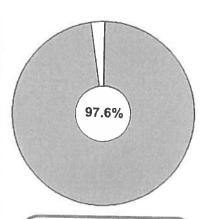
Employer Name

Satisfaction

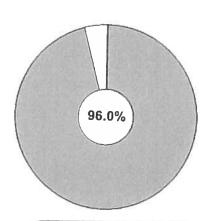
Period for: Jan 01, 2015 - Dec 31, 2015

Convenience, economics, culture, quality of care, and quality of service all combine to drive employee satisfaction. Employee satisfaction is one of the most important factors in determining the success of a center. Patients with higher satisfaction scores are more likely to comply with their treatment plans, which can lead to lower absence rates and higher productivity.

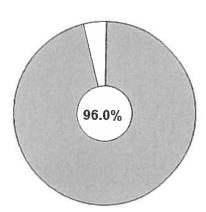
Patient Satisfaction Rates by Location



NPER (Net Patient Experience Rating) measures the patient's satisfaction level with his/her visit to the onsite center.



NPS (Net Promoter Score) measures the patient's likelihood of recommending the onsite center to another person.



Wait Time Communication measures the percentage of patients reporting they were informed of a wait time upon check-in at the onsite center.

Overall Satisfaction Measures

Location	Period	Survey Count	NPER	NPS	Wait Time Communication
Employer Location	Current	25	97.6%	96.0%	96.0%



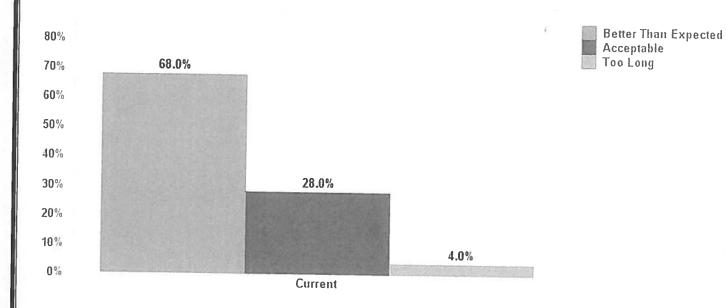
Employer Name

Satisfaction

Period for: Jan 01, 2015 - Dec 31, 2015

Wait time satisfaction measures a patient's satisfaction level with their expected wait time and collects responses into the categories of "better than expected," "acceptable," and "too long."

Wait Time Satisfaction



Location	Period	Survey Count	Better Than Expected	Acceptable	Too Long
Employer Location	Current	25	68.0%	28.0%	4.0%



Employer Name

Satisfaction - Patient Comments

Period for: Jan 01, 2015 - Dec 31, 2015

Patient comments from the satisfaction surveys are included in this section.

Employer Name

Occupational Medicine

Period for: Jan 01, 2015 - Dec 31, 2015

Understanding the top diagnoses in your workforce can help identify areas needing change such as workplace behaviors and environmental factors.

Employer Name Top Diagnoses

Primary Diagnosis	Count
Injury And Poisoning - Sprains And Strains Of Joints And Adjacent Muscles	130
Injury And Poisoning - Contusion With Intact Skin Surface	95
Injury And Poisoning - Superficial Injury	57
Endocrine, Nutritional And Metabolic Diseases, And Immunity Disorders - Other Metabolic Disorders And Immunity Disorders	36
Factors Influencing Health Status And Contact With Health Services - Persons With Potential Health Hazards Related To Personal And Family History	28
Diseases Of The Musculoskeletal System And Connective Tissue - Arthropathies And Related Disorders	16
Diseases Of The Musculoskeletal System And Connective Tissue - Dorsopathies	15
Injury And Poisoning - Open Wound Of Upper Limb	15
Mental Disorders - Neurotic Disorders, Personality Disorders, And Other Nonpsychotic Mental Disorders	11
Factors Influencing Health Status And Contact With Health Services - Persons Encountering Health Services In Other Circumstances	10

Referral Rates

Referral Name	# of Participants	% Participants
Health Coach Referral	39	72.2%
Physical Therapy Referral	20	37.0%
Other Specialist Referral	11	20.4%
Orthopedic Referral	9	16.7%
Primary Care Physician Referral	6	11.1%
Others	9	16.7%



Employer Name

Occupational Medicine

Period for: Jan 01, 2015 - Dec 31, 2015

Understanding the top procedure codes used at the center can help identify risks and areas needing change such as workplace behaviors and environmental factors.

Top 25 CPT Codes

CPT Description	Count	%
80100 - DRUG SCR QUAL MLT DRUG CLASSES CHROM EA PX	285	49.1%
99213 - OFFICE VISIT EST EXPANDED	110	18.9%
99204 - OFFICE VISIT NEW DETAILED	81	13.9%
99214 - OFFICE VISIT EST DETAILED	62	10.7%
99499 - UNLIS E/M SVC	21	3.6%
90471 - IMADM PRQ ID SUBQ/IM NJXS 1 VACCINE	20	3.4%
E0230.3 - COLD/HEAT-HOT/KOLD KOMPRESS, 8 1/2X11	19	3.3%
36415 - COLLJ VEN BLD VNPNXR	18	3.1%
99203 - OFFICE VISIT NEW EXPANDED	18	3.1%
90715 - TDAP VACCINE 7/GREATERTHAN YR IM	18	3.1%
86703 - ANTIBODY HIV-1&HIV-2 SINGLE RESULT	15	2.6%
73560 - RADEX KNE 1/2 VIEWS	11	1.9%
87340.1 - HEPATITIS B SURFACE ANTIGEN (HBsAg)	11	1.9%
72100 - RADEX SPI LUMBOSAC 2/3 VIEWS	10	1.7%
80074 - ACUTE HEPATITIS PANEL	9	1.5%
73562 - RADEX KNE 3 VIEWS	9	1.5%
87340 - IAAD EIA HEPATITIS B SURFACE ANTIGEN	8	1.4%
73030 - RADEX SHO COMPL MINIMUM 2 VIEWS	7	1.2%
86706 - HEPATITIS B SURF ANTIBODY HBSAB	7	1.2%
E0230.2 - COLD/HEAT-HOT/KOLD KOMPRESS, 5X10	7	1.2%
73600 - RADEX ANKLE 2 VIEWS	7	1.2%
90746 - HEPATITIS B VACCINE ADULT DOSAGE INTRAMUSCULAR	6	1.0%
80053 - COMPREHENSIVE METABOLIC PANEL	6	1.0%
80076 - HEPATC FUNCJ PANEL	6	1.0%
73620 - RADEX FOOT 2 VIEWS	6	1.0%
Others	84	14.5%
Total	861	100.0%



Employer Name

Primary/Urgent Care - Risk Factors

Period for: Jan 01, 2015 - Dec 31, 2015

Biometric markers are used to identify wellness programs that will yield the greatest health benefits to your employee population. On this page, we have included the biometric markers that typically have the greatest financial impact for organizations.

Body Mass Index (BMI)

Category	BMI Range	Current#	Current %	Prior#	Prior %	% Change
Underweight Healthy Overweight Obese Morbidly Obese Total	BMI < 18.5 BMI = 18.5 - 24.9 BMI = 25.0 - 29.9 BMI = 30.0 - 39.9 BMI ≥ 40.0	97 439 510 682 199 1927	5.0% 22.8% 26.5% 35.4% 10.3% 100.0%	99 407 491 629 179 1805	5.5% 22.5% 27.2% 34.8% 9.9% 100.0%	-2.0% 7.9% 3.9% 8.4% 11.2% 6.8%

^{*} Cohort – Patients who had a measurement recorded in the current period, who also had a measurement recorded in the prior 3 years for comparison.

BMI Cohorts *

Category	BMI Range	Initial Visit	Initial %	Most Recent Visit	Most Recent	% Change
Underweight	BMI < 18.5	102	6.5%	67	4.2%	-2.2%
Healthy Overweight	BMI = 18.5 - 24.9	358	22.6%	351	22.2%	-0.4%
Obese	BMI = 25.0 - 29.9 BMI = 30.0 - 39.9	428 542	27.1%	428	27.1%	0.0%
Morbidly Obese		151	34.3% 9.6%	571	36.1%	1.8%
Total	Z 1010	1581	100.0%	164 1 581	10.4% 100.0%	0.8% 0.0%

Financial Impact of Selected Diagnosed Conditions

Health Condition	Annual Estimated Medical Cost Per Person	Participants Diagnosed with Condition	% Prevalence (Total Participants = 2500)	Annual Est. Cost
Diahetes	\$6,649	45	1.8%	\$299,205
Metabolic Syndrome	\$3,108	7	0.3%	\$21,756
Hypertension	\$2,002	134	5.4%	\$268,268
Obesity	\$1,140	380	15.2%	\$433,200



Employer Name

Primary/Urgent Care – Risk Factors

Period for: Jan 01, 2015 - Dec 31, 2015

You can use biometric markers to identify high-risk populations in your workforce, and develop targeted solutions.

Impact of Obesity - Hypertension

		Diagnose Hyperte Regardies Read	nsion s of BP	BP Low/Norm	al <120 <i>1</i> 80	All Oth Diagnosed wit BP Borderlin	h Hypertensi 1e 120 <i>1</i> 80-	ion) BP High Risk ≥ 140 <i>1</i> 9(
Category	BMI Range	Count	ing %	Count	g %	139/89 m	nmHg %	mmH Count	
Normal Weight	BMI = 18.5 - 24.9	5	0.3%	296	17.2%	106	6.2%	12	0.7%
Overweight	BMI = 25.0 - 29.9	30	1.7%	226	13.2%	181	10.5%	38	2.2%
Obese	BMI >= 30.0	98	5.7%	219	12.8%	407	23.7%	98	5.7%

Impact of Obesity - Diabetes

		Diagnosed w		(Not Diagnosed with Diabetes)					Niella.
		Regardless of Fasting Glucose Results		Fasting Glucose Low/Normal < 100 mg/dl		Fasting Glucose Borderline 100-125 mg/dl		Fasting Glucose High Risk > 125 mg/dl	
Category	BMI Range	Count	%	Count	%	Count	%	Count	%
Normal Weigh	t BMI = 18.5 - 24.9	A	A	20	13.7%	0	0.0%	0	0.0%
Overweight	BMI = 25.0 - 29.9	5	3.4%	22	15.1%	5	3.4%	0	0.0%
Obese	BMI >= 30.0	35	24.0%	45	30.8%	9	6.2%		A



Employer Name

Primary/Urgent Care - Risk Factors

Period for: Jan 01, 2015 - Dec 31, 2015

In this section, you can learn more about the presence and trends of underlying factors that can lead to the diagnosis of chronic conditions within your workforce.

Factors Contributing to MetS Risk

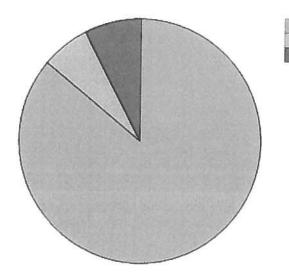
MetS Risk Factors		Current # At Risk		Current % At Risk	Prior# At Risk	Prior Total Screened	Prior % At Risk	% Change
HDL Cholesterol	Males < 40 mg/dl; Females < 50 mg/dl	91	192	47.4%	49	88	55.7%	85.7%
Triglycerides	≥ 150 mg/dl	73	192	38.0%	35	90	38.9%	108.6%
Fasting Blood Sugar Blood Pressure	≥ 100mg/dl	39	185	21.1%	11	90	12.2%	254.5%
	≥ 130/85 mmHg	386	1945	19.8%	431	1798	24.0%	-10.4%
waist cucumierence	Males ≥ 40 inches; Females ≥ 35 inches	71	152	46.7%	30	86	34.9%	136.7%

* Cohort – Patients who had a measurement recorded in the current period, who also had a measurement recorded in the prior 3 years for comparison.

MetS Risk Cohort *

MetS Risk Factors		Initial Visit	Initial Visit %	Most Recent Visit	Most Recent Visit %	% Change
HDL Cholesterol Triglycerides	Males < 40 mg/dl; Females < 50 mg/dl ≥ 150 mg/dl	14	2.4%	15	2.6%	0.2%
Blood Pressure	≥ 130/85 mmHg	274	1.7% 46.8%	15 312	2.6% 53.3%	0.9% 6.5%
Waist Circumference	Males ≥ 40 inches; Females ≥ 35 inches	9	1.5%	12	2.1%	0.5%

MetS Risk Profile







Employer Name

Primary/Urgent Care

Period for: Jan 01, 2015 - Dec 31, 2015

Tracking quality measures to ensure compliance with evidence-based guidelines helps with early identification of conditions that can negatively impact not only claims costs, but also productivity measures or presenteeism and absenteeism.

Our clinicians utilize national standards for disease monitoring and preventive screenings to track patient compliance with appropriate health screenings.

Hypertension

Compliance indicates that patients 18 years or older with a diagnosis of hypertension, who have been seen for at least 2 office visits, have had their blood pressure recorded at each visit.

Hypertension

Compliance	Count	Percent
Compliant	214	93.0%
Non Compliant	16	7.0%
Total	230	100.0%

Diabetic BP Measurement Compliance indicates the percentage of patients 18-75 years of age with diabetes (type 1 and type 2), whose most recent blood pressure reading was <140/90 mm Hg during the measurement year

Diabetic BP Measurement

Compliance	Count	Percent
Compliant	23	69.7%
Non Compliant	10	30.3%
Total	33	100.0%

Smoking Cessation Compliance indicates the percentage of patients 18 years of age or older who were current smokers or tobacco users, and

of age or older who were currer smokers or tobacco users, and who received advice to quit during the measurement year.

Smoking Cessation

Compliance	Count	Percent
Compliant	142	78.0%
Non Compliant	40	22.0%
Total	182	100.0%



Employer Name

Primary/Urgent Care - Diagnosis

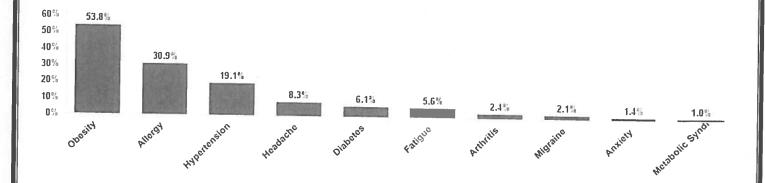
Period for: Jan 01, 2015 - Dec 31, 2015

As part of effectively measuring your employees' health, we track how often your employees are diagnosed with specific conditions. Tracking these conditions helps guide health management decisions.

Employer Name Top Diagnoses

Primary Diagnosis	Count
Endocrine, Nutritional And Metabolic Diseases, And Immunity Disorders - Other Metabolic Disorders And Immunity Disorders	1347
Diseases Of The Respiratory System - Acute Respiratory Infections	1089
Symptoms, Signs, And III-Defined Conditions - Symptoms	572
Factors Influencing Health Status And Contact With Health Services - Persons Encountering Health Services In Other Circumstances	520
Diseases Of The Nervous System And Sense Organs - Diseases Of The Ear And Mastoid Process	330
Mental Disorders - Neurotic Disorders, Personality Disorders, And Other Nonpsychotic Mental Disorders	291
Diseases Of The Respiratory System - Other Diseases Of Upper Respiratory Tract	268
Infectious And Parasitic Diseases - Other Bacterial Diseases	255
Diseases Of The Musculoskeletal System And Connective Tissue - Rheumatism, Excluding The Back	254
Diseases Of The Circulatory System - Hypertensive Disease	226

Employer Name Top High Cost Conditions





Employer Name

Primary/Urgent Care

Period for: Jan 01, 2015 - Dec 31, 2015

Top 25 CPT Codes

CPT Description	Count	%
9214 - OFFICE VISIT EST DETAILED	3217	69.7%
9213 - OFFICE VISIT EST EXPANDED	852	18.5%
7880 - IAADIADOO STREPTOCOCCUS GROUP A	812	17.6%
6415 - COLLJ VEN BLD VNPNXR	496	10.7%
5025 - BLOOD COUNT COMPLETE AUTO&AUTO DIFRNTL WBC COUNT	410	8.9%
0053 - COMPREHENSIVE METABOLIC PANEL	404	8.8%
1002 - URNLS DIP STICK/TABLET RGNT NON-AUTO W/O MICRSCP	329	7.1%
4443 - THYROID STIMULATING HORMONE TSH	272	5.9%
0061 - LIPID PANEL	237	5.1%
4439 - THYROXINE FREE	234	5.1%
9204 - OFFICE VISIT NEW DETAILED	234	5.1%
7804 - IAADIADOO INFLUENZA	209	4.5%
17804 - Influenza	209	4.5%
1020 - RADEX CH 2 VIEWS FRNT&LAT	205	4.4%
7088 - CULTURE BCT ISOL&PRSMPTV ID ISOLATE EA URINE	167	3.6%
6372 - THERAPEUTIC PROPHYLACTIC/DX INJECTION SUBQ/IM	130	2.8%
4640 - PRESSURIZED/NONPRESSURIZED INHALATION TREATMENT	108	2.3%
0230.3 - COLD/HEAT-HOT/KOLD KOMPRESS, 8 1/2X11	99	2.1%
3000 - ECG ROUTINE ECG W/LEAST 12 LDS W/I&R	96	2.1%
1003 - URNLS DIP STICK/TABLET RGNT AUTO W/O MICROSCOPY	96	2.1%
7086 - CULTURE BACTERIAL QUANTTATIVE COLONY COUNT URINE	89	1.9%
2947 - GLUC QUAN BLD	85	1.8%
3036 - HEMOGLOBIN GLYCOSYLATED A1C	85	1.8%
5018 BLOOD COUNT HEMOGLOBIN	82	1.8%
7609 - ALBUTEROL, INHALATION SOLUTION, COM	81	1.8%
Others	1381	29.9%
Total	10619	100.0%

Primary/Urgent Care

Period for: Jan 01, 2015 - Dec 31, 2015

Referral Rates

Referral Name	# of Participants	% Participants
Health Coach Referral	634	71.8%
Primary Care Physician Referral	125	14.2%
Orthopedic Referral	70	7.9%
Other Specialist Referral	63	7.1%
Gastroenterology Referral	63	7.1%
Others	317	35.9%



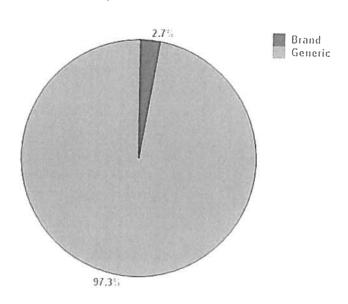
Employer Name

Pharmacy

Period for: Jan 01, 2015 - Dec 31, 2015

Our clinicians prescribe generic drugs rather than brand name drugs when possible to help control pharmacy costs, while still ensuring quality

Pharmacy Utilization



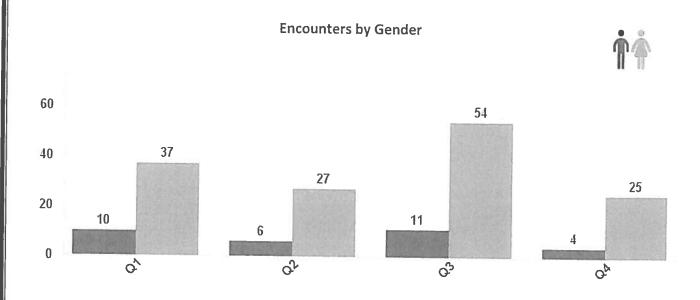


Employer Name

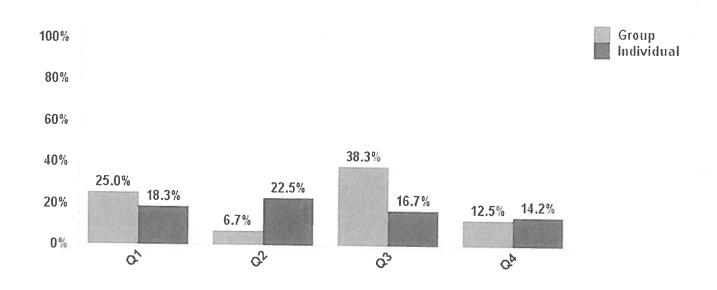
Health Management

Period for: Jan 01, 2015 - Dec 31, 2015

Health coaches work with your employees as educators and motivators. They provide workplace health promotion, health coaching, and educational seminars that encourage your employees to fully engage with their health. Employees can choose to consult with coaches in person or by phone.



Health Coach Session Type





Financials

Employer Name

ROI Analysis

Period for: Jan 01, 2015 - Dec 31, 2015

This section provides an analysis of costs and estimated or actual savings to determine the ROI. Our ROI methodology includes both cost avoidance and productivity impacts. If claims data is not provided, assumptions are made based on industry data.

investment	Year L	Year 2	Year 3	Year 4	Year 5
Startop Custs Staffing & Program Menagement Custs Amusé Operating Costs Total Expenses	\$0 \$0 \$774,307 \$774,307	N/A \$0 \$797,536	M/A \$0 \$821,462	N/A \$0 \$846,106	M/A \$0 \$871,489
Estimated Savings:	Year 1	\$797,536 Yesi 2	\$821,462 Year 3	\$846,106 Year 4	\$871,489 Year 5
Cost evoidance from PCP visits captured in the on-site medical center as compared to the same services at market costs.	\$116,192	\$127,812	\$140,593	\$154,652	\$170,117
Cost avaidance from specialist visits captured in the co- site condical center as compared to the same services at market costs.	\$8,016	\$8,818	\$9,700	\$10,670	\$11,736
Cost avoidance from ER visits captured in the on-site medical center as compared to the same services at market costs.	\$5,816	\$6,308	\$7,037	57,741	\$8,515
Cost evoidance from leb visits captured in the ob-site medical center as compared to the same services at market costs.	\$41,272	\$45,399	\$49,939	\$54,933	\$60,427
Cost evoldence from uigent care visits captured in the un-site medical center as compared to the same anytices at mathet costs.	\$84,092	\$92,502	\$101,752	\$1.11,927	\$123,120
Cost evoidance from disbetic education visits captured in the on-site medical center as compared to the same services at market costs.	\$134,400	\$154,560	\$177,744	\$204,406	\$235,066
Cost avoidance from workers compensation visits captured in the on-site medical senter as compared to the same services at market costs.	\$68,785	\$102,102	\$117,418	\$135,030	\$155,285
Cost avoidance from occupational health visits captured in the on-site medical carter as compared to the same services at market mats.	\$22,240	\$24,464	\$2 € ,910	\$29,601	\$32,562
Cost savings from pharmacy utilization through both direct dispensing as well as generic conversion and home delivery conversions.	\$60,016	\$66,017	\$72,619	\$79,881	\$87,869
Cust sevings from absortorism, exseming a 3 from difference in treatment times for each injury and illness visit.	\$234,310	\$257,741	\$283,515	\$311,867	\$343,063
Cost savings from claims reduction through health improvement for employees with metabolic syndrome.	\$27,000	\$95,040	\$130,680	\$143,748	\$158,123
Total estimated savings:	\$822,139	\$980,852	\$1,117,907	\$1,244,456	\$1,385,873
Employer Return on Investment:	Year 1	Year 2	Year 3	Year 4	Year 5
Direct savings: furturn on investment ratio (compared to 1.00):	\$47,832 1.06	\$183,316 1.23	\$296,445 1.36	\$398,349 1.47	\$514,384 1.59

5-Year ROI & Savings Total	-
Employer Direct Savings ROI Member Direct Savings	\$1,440,326
ROI	1.35
Member Direct Savings	SO



Recommendations/Next Steps

Employer Name

Period for: Jan 01, 2015 - Dec 31, 2015

Recommendations

Highlighted here are opportunities and suggestions to improve the effectiveness of the onsites and the programs and services. They can focus on outcomes, increasing efficiencies, adding programs, changing staffing and center hours to better address employee needs.

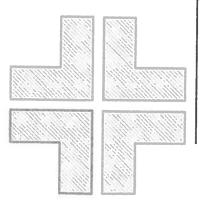
Next Steps

This section outlines next steps and their timing.

Concentra*

City of Corpus Christi, TX • RFP No. 103
Employer-sponsored Wellness Clinic
Technical Proposal

Attachment F Sample Communication Materials



On-site Clinic Campaign Options

MONTH YEAR



Table of Contents

Value of communication materials Why leveraging these materials is a key to the success of your health and wellness program

Campaign Option A Life never stops Campaign Option B

Be well

Ongoing communications centered around quarterly promotional events for your employees Quarterly awareness materials



Our communication materials are focused on driving utilization by communicating key messages to eligible employees and/or dependents, and then reinforcing those key messages via these communication tactics:

- Position the on-site clinic as a resource for a wide range of health and wellness services that are focused on improving their overall health beyond just work-related injuries
- Convey convenient access to health care using the on-site clinic center
- · Help employees understand individual health risks and develop ways to improve their health
- Convey affordable access to health care using the on-site clinic
- · Link the on-site clinic as an additional benefit that is part of your company's overarching focus on the health and wellness of your workforce
- · Identify segmented employee groups and frame messaging to meet their needs and enhance their understanding of the on-site clinic





New clients:

All of the materials shown in the 'Life never stops' theme are included in your standard launch materials kit and pricing has already been included in your implementation fees.

Existing clients:

Individual pieces can be ordered on an as needed basis. For printed materials, prices will be determined by your population size at a competitive rate. For JPG only files, rates will be priced by the standard creative development costs.

Branding:

Materials are available with a Concentra only, client only, or co-branded logo at no additional charge.





CEO INTRODUCTION LETTER

Letter to all employees introducing them to the Health Improvement Program and underscoring company support from top management.

- Listing of the changes in service that will benefit all employees.
- Reference grand opening/launch event and other forthcoming communications.
 - Enthusiasm surrounding health and his/her company's new focus on wellness



"COMING SOON" POSTER

Posters to display in common workplace areas (break room, lunchroom, copy room, bathroom, etc.) that promote and reinforce the Program.

- Introduction to Project Lead/Concentra Services and benefits provided Employee participation parameters Call to action
 - Where/when to get more info

Campaign A: Life never stops



"COMING SOON" FLYER

One-page flyer or sheet describing the Health Center, the providers, or FAQs that can be downloaded by employees from the client's Intranet.

- Details on dates/hours
- Introduction to Project Lead/Concentra Services and benefits provided Employee participation parameters Call to action
- Where/when to get more info upcoming event details



"COMING SOON" POSTCARD

Direct mail to all employees' homes to promote grand opening/ launch event.

Reinforces the benefits to the

- employees.
 Highlights who may participate
 - Spotlights access to more information.



"COMING SOON" DESKTOP NOTICE / PAYCHECK STUFFER Small, full-color printed inserts for paychecks or to distribute on desks/work stations.

- Promotion of the Grand Opening/ launch event/special event
 Final affirmation of details
- Final affirmation of how to participate Compelling reasons to participate Call to action

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OPEN HOUSE EVENT

Formal launch of program to all employees, with access to full scope of services, as appropriate.

- Collateral that highlights the on-site Healthy food and refreshments clinic
- Wellness materials
 - Meet and greet
- Tour (as appropriate)
- Screenings (as appropriate)
 - Promotional items
- Contests/give-aways

Campaign A: Life never stops



EMPLOYEE FAGS

One-page flyer or sheet describing the common on-site clinic FAQs that can be share in staff meetings, via email, or printed for employees

- Commonly asked on-site clinic questions and answers
- Compiled into one sheet for employers to share with employees

Concentra Meet the staff that is here to ensure your well-being.

PROVIDER BIOS

One-page flyer or sheet introducing the providers that can be sent via email or printed in the open house as center marketing materials

- Individual bios for each of the center staff members
- get acquainted with the clinicians Color photos to help employees they may visit at the center

Campaign A: Life never stops





- Items for the center staff to give away at the grand opening event
 - Concentra branded (generally) to remind employees about the center through a useful gift



POSTCARD INVITATION Direct mail to all employees' homes to coincide with a grand opening/launch

Reinforces the benefits to the employees.

event.

 Highlights who may participate Spotlights access to more information





RAFFLE FORM

Form to capture demographics of the grand opening attendees and enter them for the raffle drawing

 Easy to fill out employee information form to enter them into the raffle drawing to win the grand opening basket



GRAND OPENING BASKET Basket with health and wellness

related items (tote, water bottle, cook book, yoga matt, etc)

Raffle basket that will contain

 Raffle basket that will contain items to promote healthy lifestyles for employees



STAFF BUTTONS

A walking "billboard" when worn by health center staff and representatives of your HR team

- Create visual interest and awareness as staff traverse your on-site clinic Simple massage to identify staff
 - Simple massage to identify staff members
- Encourages employees to talk with them about the on-site clinic including services, hours, and other general information

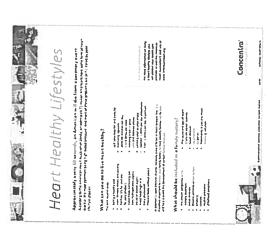
Post-opening engagement materials





HEALTH AND WELLNESS CALENDAR Templated calendar with recommended awareness events, content, and clinic engagement activities

- Customizable by each client
- Monthly focus can be adjusted to the needs of the employee population
 - All of the program and content support are pre-developed and available to the client

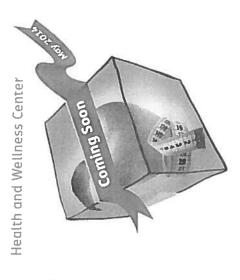


HEALTH AND WELLNESS FLYERS Concentra wellness flyers that focus on health topics that correspond with a nationally established calendar of high profile monthly health topics

- Description of health and wellness content specific to awareness areas
 - Recommendations
 - Resources



Campaign B: Be well



Here's to life-long well-being

I bern sparm dauf ist stock bentette kan dapa ing als jud dem ni sakny neti ausmal kentant til si dem myd va bendette in tillget (Lie coloni tal mynor, usert gjat i sode ja band (past og gjartky); bestek i ktera prid de degg i si stjermods (gjartky), da dabe i sode til sage i probjekt (e bestektil si stjermod gjartky), delde i sjermod gjartky, da dabe i sode til sage i probjekt (e sidstok si spravn gjartky), gjartky, delde myd se sig sjermod gjartky, sig sig sjermod gjartky, da da gjartky,

1000

Concentra

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Pre-opening materials

Campaign B: Be well



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Concentra

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Campaign B: Be well





Direct mail to all employees' homes to "COMING SOON" POSTCARD

Reinforces the benefits to the employees.

promote grand opening/ launch event.

- Highlights who may participate
 - Spotlights access to more information.

NOTICE / PAYCHECK STUFFER "COMING SOON" DESKTOP Small, full-color printed inserts for

 Promotion of the Grand Opening/ stations.

paychecks or to distribute on desks/work

- launch event/special event · Final affirmation of details
- Compelling reasons to participate Call ·Final affirmation of how to participate





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Concentra



Campaign B: Be well

Open house materials





PROMOTIONAL ITEMS

Small giveaways (generally Concentra branded items)

- Items for the center staff to give away at the grand opening event
 Concentra branded (generally) to
 - Concentra branded (generally) to remind employees about the center through a useful gift

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Concentra

engagement materials

Post-opening





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A Focus on Sleeping A Focus o

HEALTH AND WELLNESS FLYERS Concentra wellness flyers that focus on health topics that correspond with a nationally established calendar of high profile monthly

 Description of health and wellness content specific to awareness areas

health topics

- Recommendations
 - Resources



Quarterly communications

Q1 - Greeting

Q2 - Health assessment (Blometric screening)



with accompanying posters

This series of postcards



Q3 - Flu

encourage your employees

to maintain better health.

support preventive health

initiatives, and help

awareness messages



Q4 - Illness





employees eligible to use

your employee health center. These health

action campaign for your

awareness and call-to-

are designed as an