

SERVICE AGREEMENT



EMPLOYER-SPONSORED WELLNESS CLINIC

Contract No. 644

THIS Employer-Sponsored Wellness Clinic ("Agreement") is entered into by and between Concentra Health Services, Inc., of Addison, Texas ("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. 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 Scope of Work ("Attachment A"), and as detailed in Contractor's Technical Proposal ("Attachment B") which are Attached and Incorporated by Reference into this Agreement.

2. Compensation and Payment. The total amount to be paid under the initial term of this agreement shall not exceed \$1,386,578.00. Fees will be paid as outlined in Attachment C "Fee Schedule" attached and Incorporated by Reference into this agreement. Contractor shall submit monthly invoices for all services rendered in accordance with this agreement. Payment will be made to Contractor within thirty (30) days of receipt of proper invoice.

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

4. Contract Administrator. The contract administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of the Contractor's notices or communications regarding this Agreement must be directed to the contract administrator, who is the Director of Human Resource or designee ("Contract Administrator").

5. Independent Contractor. Contractor will perform the Services as an independent contractor and will furnish such Services in its own manner and method, and under no

circumstances or conditions may any agent, servant or employee of the Contractor be considered an employee of the City.

6. Insurance. Before activities can begin under this Agreement, the Contractor's insurance company, or companies, must deliver a Certificate of Insurance, as proof of the required insurance coverages, to the Contract Administrator and City's Risk Manager. The Contractor's insurance requirements are attached to and incorporated by reference into this Agreement as Attachment "D".

7. Assignment. No assignment of this Agreement or of any right or interest contained in this Agreement by the Contractor is effective unless the City first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.

8. Fiscal Year. All parties recognize that the continuation of any contract after the close of any fiscal year of the City (the City's fiscal year ends on September 30th) is subject to appropriations and budget approval providing for covering such contract item as an expenditure in the budget. The City does not represent that said budget item will be actually adopted, as that determination is within the sole discretion of the City Council at the time of adoption of each budget.

9. Waiver. No waiver of any breach of any term or condition of this Agreement, or the Consultant's response to RFP, which exhibit is incorporated into this Agreement, waives any subsequent breach of the same.

10. Compliance with Laws. This Agreement is subject to all applicable federal, state and local laws. All duties of the parties will be performed in the City of Corpus Christi, Texas. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county or justice court in and for Nueces County, Texas.

11. Subcontractors. The Contractor may use subcontractors in connection with the Services to be performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator. In using subcontractors, the Contractor shall be responsible for all their 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.

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

13. Termination. The City Manager may terminate this Agreement for Contractor's failure to perform the Services. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable

opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

Alternatively, the City Manager may terminate this Agreement without cause upon 20 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.

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.

15. Notice. Notice may be given by hand delivery or certified mail, postage prepaid, and is received on the day faxed or hand-delivered and on the third day after deposit in the U.S. mail if sent certified mail. Notice shall be sent as follows:

IF TO CITY:

City of Corpus Christi
Attention: Director of Human Resource
1201 Leopard Street
Corpus Christi, Texas 78401

IF TO CONTRACTOR:

Contractor Name: **Concentra Health Services, Inc.**
Contact Person: **Keith Newton, President and Chief Executive Officer**
Address: **5080 Spectrum Drive, Suite 1200W**
City, State, Zip: **Addison, Texas 75001**

16. 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.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

18. Order of Precedence. In the event of conflicts or inconsistencies between this Agreement and its exhibits or attachments, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority: this Agreement and its Attachments, the RFP documents including Addenda.

19. Certificate of Interested Parties. Contractor agrees to comply with Texas Government Code Section 2252.908 and complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.

20. 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 CONTRACTOR'S PERFORMANCE OF THIS AGREEMENT EXCEPT WHERE THE INJURIES, DEATH, LOSS, OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE NEGLIGENCE OR INTERNTIONAL ACTS OR OMISSIONS OF INDEMNITEES. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL NOTICES, CLAIMS, AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL 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.

21. Conflict of Interest. Contractor agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Margie Rose
Deputy City Manager
For City Manager

Date

APPROVED AS TO LEGAL FORM:

Buck Brice
Assistant City Attorney
For City Attorney

Attached and Incorporated by Reference:
Attachment A: Scope of Work
Attachment B: Contractor's Technical Proposal
Attachment C: Fee Schedule
Attachment D: Insurance Requirements

Incorporated by Reference Only:
Exhibit A: Request for Proposals Event No. 103

Attachment A: Scope of Work

The Contractor will provide services to operate a wellness clinic and offer full access to primary care including, but not limited to: episodic care, disease management, and wellness programs focused on health promotion and disease prevention to eligible active employees, retirees and their eligible dependents and/or surviving spouses. The wellness clinic's staff shall 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 Contractor 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. Services will be performed as outlined in the Contractor's Technical Proposal "Attachment B" to this Agreement.

- **Clinic Location.** 6th Floor of City Hall in Corpus Christi, TX
- **Program Participants.** 5,711 program participants including:
 - ☐ Employees: 2,528
 - ☐ Dependents: 2,971
 - ☐ Retirees under 65: 134
 - ☐ Retiree dependents: 78
- **Hours of Operation.** Monday through Friday, 7:00 a.m. to 7:00 p.m.

Attachment B: Contractor's Technical Proposal

TECHNICAL PROPOSAL
Employer-sponsored Wellness Clinic
Request for Proposal No. 103



PRESENTED TO
City of Corpus Christi, TX

DUE:
March 14, 2016
12:00 p.m. CST

PRESENTED BY

Concentra

Kris Troncoso
Assistant Vice President
National Accounts
5080 Spectrum Drive, Suite 1200W
Addison, TX 75001
Phone: 713.542.6251
E-mail: kris_troncoso@concentra.com

Employer-sponsored Wellness Clinic

Request for Proposal No. 103

Request for Best and Final Offer Clarification



PRESENTED TO
City of Corpus Christi, TX

DUE:
March 29, 2016

PRESENTED BY

Concentra

Kris Troncoso
Assistant Vice President
National Accounts
5080 Spectrum Drive, Suite 1200W
Addison, TX 75001
Phone: 713.542.6251
E-mail: kris_troncoso@concentra.com



March 29, 2016

Lydia Juarez, Procurement Officer
City of Corpus Christi
Purchasing Division
1201 Leopard St.
4th Floor, City Hall
Corpus Christi, TX 78401-2825

RE: Request for Proposal for an Employer-sponsored Wellness Clinic, RFP No. 103
Best and Final Offer Clarification

Dear Ms. Juarez:

Concentra is in receipt of the City of Corpus Christi's (the City) follow-up questions, dated March 29, 2016 in response to Request for Proposal (RFP) Number 103 for an Employer-sponsored Wellness Clinic. We value the City's continued consideration of Concentra as a potential vendor and are pleased to provide our response to the requested information below.

Concentra has reviewed its exceptions to the City's Terms and Conditions as set forth in Concentra's March 4, 2016 letter and in Attachment B to Concentra's Technical Proposal dated March 14, 2016.

As requested by the City, Concentra is willing to rescind its exceptions to Paragraphs 2 (Fee), 3 (Term), 13 (Termination), of the Terms and Conditions, as well as Concentra's requested additional provisions. Concentra requests that the City agree to Concentra's revisions to Paragraph 17 (Indemnification), only. It is understood that Concentra's Technical Proposal will be made a part of any contract, and that the provision of services as set forth therein will guide the parties.

Furthermore, the BAFO pricing submitted on March 23, 2016 is to be used and will supersede the original pricing structure submitted in our initial RFP response.

Concentra appreciates the opportunity to participate in the City's process. Should you have any questions, please feel free to contact me via phone or by e-mail.

Respectfully submitted,

Kris Troncoso
National Accounts
5080 Spectrum Drive, Suite 1200W
Addison, TX 75001
Phone: 713.542.6251
E-mail: kris_troncoso@concentra.com

Estimated Program Costs City of Corpus Christi					
Start-up Costs	One Time Fee	One Time Fee	One Time Fee	One Time Fee	One Time Fee
Network Installation	\$10,500				
Data Feed	\$7,000				
Technology/Software Licenses	\$16,000				
Implementation Fee	\$26,000				
TOTAL START-UP COSTS	\$59,500	\$0	\$0	\$0	\$0
Labor Costs	Year One	Year Two	Year Three	Year Four	Year Five
Physician Oversight - 0.16 FTE	\$66,560	\$69,888	\$73,382	\$77,051	\$80,904
Nurse Practitioner/APN - 1.6 FTE	\$259,000	\$271,950	\$285,548	\$299,825	\$314,816
Medical Assistant - 2 FTE	\$111,000	\$116,550	\$122,378	\$128,497	\$134,922
TOTAL LABOR COSTS	\$436,560	\$458,388	\$481,308	\$505,373	\$530,642
Ongoing Fees	Year One	Year Two	Year Three	Year Four	Year Five
Network Connectivity	\$8,300	\$8,715	\$9,151	\$9,609	\$10,089
Equipment Lease	\$4,000	\$4,200	\$4,410	\$4,631	\$4,863
Technology Fee	\$16,000	\$16,800	\$17,640	\$18,522	\$19,448
Management Fee	\$80,500	\$84,525	\$88,751	\$93,189	\$97,848
TOTAL ONGOING FIXED FEES	\$108,800	\$114,240	\$119,952	\$125,951	\$132,248
Estimated Passthrough Costs	Year One	Year Two	Year Three	Year Four	Year Five
Estimated Medical Supplies	\$25,000	\$25,750	\$26,523	\$27,319	\$28,139
Estimated Laboratory	\$66,000	\$67,980	\$70,019	\$72,120	\$74,284
Estimated Office Supplies/Admin/Travel/Other	\$12,000	\$12,360	\$12,731	\$13,113	\$13,506
TOTAL PASSTHROUGH COSTS	\$103,000	\$106,090	\$109,273	\$112,552	\$115,929
ESTIMATED ANNUAL COSTS	\$707,860	\$678,718	\$710,533	\$743,876	\$778,819

Optional Disease Management and Wellness Programming (Viverae) - PEPM	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60
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Employer-sponsored Wellness Clinic
Request for Proposal No. 103
Finalists – Request for Clarification



PRESENTED TO
City of Corpus Christi, TX

DUE:
March 22, 2016
12:00 p.m. CST

PRESENTED BY



Kris Troncoso
Assistant Vice President
National Accounts
5080 Spectrum Drive, Suite 1200W
Addison, TX 75001
Phone: 713.542.6251
E-mail: kris_troncoso@concentra.com

March 22, 2016

Lydia Juarez, Procurement Officer
City of Corpus Christi
Purchasing Division
1201 Leopard St.
4th Floor, City Hall
Corpus Christi, TX 78401-2825

RE: Request for Proposal for an Employer-sponsored Wellness Clinic, RFP No. 103
Finalists – Request for Clarification

Dear Ms. Juarez:

Concentra is in receipt of the City of Corpus Christi's (the City) follow-up questions, dated March 18, 2016 in response to Request for Proposal (RFP) Number 103 for an Employer-sponsored Wellness Clinic. We value the City's continued consideration of Concentra as a potential vendor and are pleased to provide our response to the requested information on the following pages.

1. You are invited to improve your financial offer which can consist of waiving or reducing any implementation fees, or lowering any proposed ongoing costs and guarantees.

Concentra acknowledges the City's offer, and we have adjusted our financial offer accordingly. We include our revised pricing summary as an attachment to our response.

2. Please confirm that your financial offer incorporates providing the requested clinic services for the hours of operation that the clinic is currently offering, as described in the initial RFP data that was released.

Concentra recognizes that the City's requested hours of operation are Monday through Friday, 7:00 a.m. to 7:00 p.m., and we affirm that our offer mirrors the current program hours of operation.

3. Please confirm if your contract is approved by City Council on April 12, 2016 that you can be prepared to operate the clinic before but no later than June 1, 2016.

Confirmed. Throughout our more than two decades of experience managing on-site programs, Concentra has successfully implemented hundreds of tailored solutions by adhering to specified deliverables and timelines and we are prepared to leverage this relevant experience during this phase of the City's program. Our typical implementation timeline for a new facility is 120 days and the process begins once an award is made, a Letter of Intent (LOI) is executed, and post statement of work meeting. However, the actual timeline is dependent on several variables, including recruiting, renovation or expansion (if needed), build out, etc., 30 days prior to the open for business date, as applicable. Staff recruitment typically requires the greatest amount of time, and we will be proactive in initiating the recruiting process immediately upon award of the bid.

4. In your original staffing model and price proposal you included labor costs for a Registered Nurse. The City would be content to replace the RN with a medical assistant. Please reflect that change in your improved offer.

Concentra acknowledges the City's request, and we have modified our staffing model, as shown below: After reviewing the requirements outlined in the City's RFP, Concentra proposes the following staffing model:

1.6 FTE Nurse Practitioner (2 clinicians at 0.8 FTE each)
2.0 FTE Medical Assistant
0.16 FTE Physician Oversight

5. The City also requests a price proposal for access to your local clinic(s) on a per visit fee basis for services similar to those provided through the on-site clinic.

Concentra recognizes that the City may require various services to be provided through our freestanding urgent care center located at 4025 S Padre Island Dr., Corpus Christi, TX 78411. Our center is accessible and available to offer supplemental services that may not be available at the onsite.

Services performed at a Concentra Urgent Care Center (including occupational medicine services such as physical exams, drug testing, audiograms, OSHA surveillance programs) can be provided at a fee for service basis. Workers' Compensation (Injury care) services shall be billed in accordance with the Texas Workers' Compensation Commission fee schedule. Urgent care services shall be provided via a contractual agreement with the City's carrier.

We provide a sample list of pricing for services available through the Concentra Urgent Care Center as an attachment to our response.

6. Your response to Question 17 in the Clinic Technical tab indicated that wellness education sessions could be provided at no additional cost if you provided a dedicated Onsite Wellness Coordinator, or at a fee of \$125 per hour. Could these services be provided by an existing staff member at no additional cost, which is the current practice with the current provider?

Educational Sessions

Concentra can offer group education sessions conducted by the on-site staff within the center as space permits. However, because directly serving patient needs is the primary role of the staff, the number of sessions ultimately offered is dependent on the final staffing solution and availability of the medical professionals. We are open to discussing the opportunity for educational sessions in greater detail during upcoming phases of the project.

These sessions may include a wide range of topics and diseases, but also encompass center services such as:

- Benefit plan resources (EAP, disease management, etc.)
- Exercise counseling
- Lifestyle counseling
- Nutrition
- Physical therapy
- Preferred network providers
- Smoking cessation
- Stress management
- Support groups
- Weight management
- Works practices (ergonomics, safety, surveillance), drug screens

Educational Materials

Concentra offers a variety of educational materials available for use at *Concentra.com*. The onsite may also obtain copies of this information and distribute it to patients as needed. Concentra also offers a broad array of standard communication materials that can be used to introduce the onsite to employees, dependents, and retirees, promote its use, and provide information about services. The materials include wellness activities and support available to participants through the onsite. The City will have full access to these materials and we can provide consultative services at no additional cost.

In addition, participants will have access to a wide variety of digital educational resources, including health information and articles, self-assessment tools, self-guided behavioral change modules, and a health and wellness information library. Concentra can tailor our available wellness educational materials to the City's population. Upon further evaluation of the population's demographics and health culture, Concentra will determine which materials are most relevant. Educational flyers are also available for use at our website, *www.concentra.com*, and can be distributed by the on-site staff.

7. Your response to Question 29 in the Clinic Technical tab described additional fees for wellness and disease management programs. Are these fees expressed a per eligible employee per month, or per participating employee per month?

The fees for the wellness and disease management programs are billed on a per-eligible-employee-per-month (PEPM) basis, and established through the monthly eligibility feed from the City. The targeted engagement rate is 60% - 70%.

End of Questions

Concentra appreciates the opportunity to participate in the City's process. Should you have any questions, please feel free to contact me via phone or by e-mail.

Respectfully submitted,

Kris Troncoso
National Accounts
5080 Spectrum Drive, Suite 1200W
Addison, TX 75001
Phone: 713.542.6251
E-mail: kris_troncoso@concentra.com

Concentra's onsite center pricing structure is designed to drive maximum financial success for the City. This method of reimbursement focuses on total employee health and the City's return on investment. Our goal is to work with the City to provide a successful integrated on-site program that leads to long-term success and a mutually beneficial relationship. We are motivated to improve the overall health and quality of life for the City's employees and not to increase clinic volume in order to drive billable services.

Concentra's model is an annual fee for program staffing and management. Concentra will bill labor, technology, and management fees to the City 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 30 days. Labor, technology, and management fees are subject to 5% annual price increases upon each 12 month anniversary of a signed Agreement.

Estimated Start-up Costs

Equipment/Supplies/Medications

Concentra acknowledges that there are currently operational medical clinics onsite; therefore, startup supply stocking costs should be minimal. Concentra reserves the right to perform a walkthrough of the location and will purchase and pass through only the cost of the equipment and supplies necessary to outfit the clinic space in accordance with Concentra standards. As previously discussed, Concentra will leverage our vendor relationships to acquire the lowest commercially available prices for these items. The actual supply and equipment costs will be dependent upon the facility's size and configuration.

Technology

Implementation of our technology platform includes the electronic health record and portals. Start-up costs include software licensing, provider training, the City's customized database construction, customization of forms, connection fees, and an initial data feed. Please note, Concentra has included estimated pricing for T1 network connectivity. Each clinic will need to be on a dedicated line meeting Concentra's speed and capacity standards. Concentra proposes to install our preferred network, and pricing will depend on the distance of the loop or the mileage between the telecom and the place of business as well as available providers in the local area. Concentra welcomes the opportunity to discuss other more cost effective options.

Estimated Program Costs City of Corpus Christi	
Start-up Costs	One-time Fee
Network Installation	\$10,500
Data Feed	\$7,000
Technology/Software Licenses	\$19,000
Implementation Fee	\$40,000
TOTAL START-UP COSTS	\$59,500
Labor Costs	Annual Fee
Physician Oversight - 0.16 FTE	\$66,560
Nurse Practitioner/APN - 1.6 FTE	\$259,000
Medical Assistant - 2.0 FTE	\$111,000
TOTAL LABOR COSTS	\$436,560
Ongoing Fixed Fees	Annual Fee
Network Connectivity	\$8,300
Equipment Lease	\$4,000
Technology Fee	\$16,000
Management Fee	\$80,500
TOTAL ONGOING FIXED FEES	\$108,800
Estimated Passthrough Costs	Annual Estimate
Estimated Medical Supplies	\$25,000
Estimated Laboratory	\$66,000
Estimated Office Supplies/Admin/Travel/Other	\$12,000
TOTAL PASSTHROUGH COSTS	\$103,000
ESTIMATED YEAR 1 COSTS	\$707,860

Estimated Labor Costs

Concentra provides and supports all aspects of clinic and personnel management to include salaries, benefits, licensing, and medical malpractice/liability insurance, and staff coverage during vacation or sick leave (so clinic operations are undisturbed). All staff will be hired up to 30 days prior to the opening date of the center to provide adequate training.

This fee will be charged on a monthly basis and includes the following components.

Base Salary

Establishing a base salary for an on-site clinical position is determined based on existing staff salaries and market intelligence, along with:

- Clinical specialty
- Experience of clinician
- Additional requested certifications (ACLS, BLS, CCM)
- Work schedule – shift work
- Local salary variances – based on geographic location

Concentra's recruiting team researches these factors through standardized due diligence utilizing electronic database queries and professional interviews. Additionally, local clinical staff provides knowledge and direction of market trends and expectations.

Benefits

A thorough array of personal benefits is provided for all of our full-time employees who work 32 hours or more per week, as well as their spouses. Our benefits include:

Body & Mind	Financial
▪ Medical ✓ Short-/long-term disability ✓ Life Insurance ✓ AD&D ▪ Prescription Drugs ▪ Dental ▪ Vision ▪ Employee Assistance Program (EAP)	▪ 401(k) Plan ▪ Flexible Spending Accounts (FSA) ▪ Tuition Reimbursement ▪ Cobra Rates ▪ Referral Bonus Programs ▪ Employee Discount Programs

Coverage

All full-time Concentra employees receive annual time off for vacation and sick leave based upon company policy. Additionally, professional employees receive time off for continuing education and training. When necessary, we have incorporated coverage expense into the pricing section of the proposal as the cost to backfill employees during these times. *Please note that if a staffing agency is used to provide coverage, the difference in rates shall be a pass through to the City as agency pricing is traditionally higher than the base wage rate.* Concentra will do everything in our power to avoid agency staffing.

Volume Adjustments

Concentra will closely monitor the utilization of the center; any requested adjustments to the on-site center hours of operation and/or staffing will be modified upon mutual agreement between the parties and documented by an executed amendment to the agreement. In the event that additional hours are deemed temporarily necessary for existing staff members that are not overtime hours, they will be billed at the rates listed above. In the event that overtime hours are deemed temporarily necessary, overtime hours will be billed at 1.5X the rates listed above.

Estimated Ongoing Costs

Clinical/Admin/Supplies

- *Lab, Medical, Clinic Supplies* – Includes costs for items purchased through our vendor relationships necessary to support the operation of the onsite center, including but not limited to lab and medical supplies (medications, vaccinations, laboratory testing, CLIA waiver). Supplies are billed at a pass through cost. If one-time events, such as annual biometric or flu events, are scheduled, additional fees will apply.
- *Travel* – Estimated travel costs for periodic onsite visits for supervising physician as well as travel between locations
- *Postage/Office Supplies* – Supplies are billed at a pass through cost.
- *Facility/Equipment/Hazardous Waste* – Includes on-going facility fees, clinic equipment maintenance (including callibrations), and biohazard disposal fees. Fees are billed at a pass through cost.
- *Third Party Services* – Required third-party relationships, including MRO, X-ray over reads, translation services, etc. necessary for ongoing center operations and optimal patient care. Fees are billed at a pass through cost.
- *CME* – Ongoing annual education for staff in order to stay in compliance with applicable regulations, depending on services provided and certifications needed. Fees passed through include certification costs as well as any associated travel expenses incurred.

Technology Fees

- *Software licenses* – Based on current staffing. Subject to change as number of staff members increases
- *Hosting fees*
- *Lease of hardware* – This amount is estimated based on our tech department's current understanding of the equipment necessary to operate the EMR platform. Upon award, Concentra will perform a walkthrough of the clinics to determine actual equipment that will be configured for the City
- *Database maintenance*
- *Help Desk support*
- *Network and all associated costs* - amount is estimated based on our tech department's current understanding of the equipment necessary. Concentra welcomes the opportunity to discuss pricing for all available options upon award.
- *Fees for data transfer*

Management Fee

Annual fee for managing the on-site program for the City. The management fee is subject to change based on overall program costs and includes the following components:

- General and Administrative costs (including functions such as billing, HR, finance, accounting)
- National and local medical and operational oversight
- Profit

Services provided at Concentra Urgent Care Center - SPID

Component	Rate
Physical PrePlacement	\$ 77.00
Non Regulated UDS Collect PrePlacement	\$ 40.00
Regulated UDS Collect PrePlacement	\$ 40.00
Non Regulated UDS PrePlacement	\$ 57.00
Breath Alcohol Test PrePlacement	\$ 40.00
Audiogram	\$ 48.00
TB Skin Test	\$ 46.00
DOT Physical PrePlacement	\$ 85.00
Non Regulated UDS Collect Random	\$ 40.00
Breath Alcohol Test Random	\$ 40.00
DOT Physical Recertification	\$ 85.00
Pulmonary Function Test	\$ 57.00
Regulated UDS Collect Random	\$ 40.00
Non Regulated UDS Collect Post Accident	\$ 40.00
Vision Titmus/Color Perception	\$ 47.00
Regulated UDS PrePlacement	\$ 67.00
U/A Dipstick (In Center)	\$ 43.00
OSHA Respirator Questionnaire	\$ 41.00
Non Regulated UDS Post Accident	\$ 57.00
DOT Physical Private	\$ 119.00
Breath Alcohol Test Post Accident	\$ 40.00
Hair Collect	\$ 43.00
Blood Collect	\$ 55.00
Vision Snellen Chart	\$ 40.00
Vital Signs	\$ 35.00
X-Ray Chest-1 View	\$ 81.00
EKG Resting	\$ 89.00
Respirator Fit Test Qualitative	\$ 52.00
Blood & Urine Collect	\$ 55.00
Height & Weight	\$ 38.00

A. Transmittal Letter

March 14, 2016

Lydia Juarez, Procurement Officer
City of Corpus Christi
Purchasing Division
1201 Leopard St.
4th Floor, City Hall
Corpus Christi, TX 78401-2825

RE: Request for Proposal for an Employer-sponsored Wellness Clinic, RFP No. 103
Technical Proposal

Dear Ms. Juarez:

Concentra acknowledges that the City of Corpus Christi (the City), is requesting proposals from qualified providers, and we are pleased to present our capabilities. As a leading provider of workplace health solutions, Concentra is highly qualified and well positioned to perform the services the City is seeking. Our national footprint positions us at the forefront of delivering convenient and accessible medical care. This presence, coupled with the strength of our local relationships, expertise in the medical industry, and commitment to service excellence creates distinct advantages and differentiates Concentra from our competitors. We affirm that our proposal adheres to the stated requirements and provisions as outlined in the City's Request for Proposal (RFP).

Established in 1979, Concentra is confident in our ability to provide the requested scope of work successfully and professionally. For more than 20 years, we have implemented, operated, and managed on-site health centers for clients across the country. We staff each program with the right mix of professionals who possess the precise skills and experience to deliver quality health care and meet our clients' scope of service requirements.

Concentra is honored to serve as the City's occupational health care partner through our Corpus Christi urgent care center and we value the opportunity to assist the City reach its workforce health and wellness goals through the employer-sponsored wellness clinic. As a clinical resource, Concentra will treat the City's personnel to a welcoming, respectful, and skillful experience. Our objective is to deliver a compliant program that not only meets immediate health care needs but also exceeds program expectations.

To best serve our clients' needs, Concentra draws from a pool of experienced professionals to facilitate contracting and provide program support. *Kris Troncoso, assistant vice president of national accounts*, to serve as the initial contact and liaison between Concentra and the City. In this role, Mr. Troncoso will work proactively with the leadership team to ensure the solution we propose aligns with the City's overall program objectives. Mr. Troncoso stands ready to answer any questions the City may have regarding our submission. He may be reached via phone: 713.542.6251, or by e-mail: kris_troncoso@concentra.com.



This document contains Concentra's response to the services outlined in the City's specifications and relevant attachments, including Attachment A – City-required Forms. We affirm that:

- All information contained herein is current, complete, accurate, and remains firm for 180 days following the due date, March 14, 2016.
- We acknowledge that the City anticipates a contract term of two years with the option to extend for up to three additional one-year periods.
- As president and chief executive officer of Concentra Health Services, Inc., I, Keith Newton, am duly authorized by Concentra to contractually obligate the organization.
- We submit our **Fee Proposal** as a separate document.
- Concentra is in receipt of the following amendments:
 - ✓ Amendment 1, dated February 23, 2016
 - ✓ Addendum 1, dated March 9, 2016

We acknowledge that by submitting a proposal, the proposer commits to the terms and conditions proposed for inclusion in the City's final agreement and that any deviations should be submitted during the question and answer period, ending Friday, March 4, 2016. As such, Concentra's Legal and Risk Departments reviewed the terms, conditions, and insurance requirements outlined in the City's RFP and made minor modifications to the language therein. In accordance with **RFP Sections 2.4, Terms and Conditions, and 2.17, Exceptions to RFP Specifications**, we submitted our deviations to the City's terms and conditions on March 4, 2016, through the City's supplier portal. However, for ease of reference, we also include Attachment B – Legal Exceptions and Sample Agreement for the City's review.

In an effort to create a mutually beneficial agreement, Concentra's legal counsel welcomes the opportunity to proactively engage the City in discussions regarding our recommended changes. Our goal is to ultimately create an agreement that not only outlines the schedule of services, but also protects the business interests of both the City and Concentra. We also include Attachment C – Certificate of Insurance.

Concentra takes pride in delivering clinical solutions tailored to our clients' needs and we value the City's consideration of our proposal. Concentra looks forward to the opportunity to serve as a strategic clinical resource to City of Corpus Christi's leadership and participant population.

Respectfully submitted,

Keith Newton
President and Chief Executive Officer
Concentra Health Services, Inc.

B. Table of Contents

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C. Disclosure of Interest

Concentra completed the City's required *Disclosure of Interest Form* and we include this document as part of Attachment A – City-required Forms.

D. Business Designation Form

Concentra completed the City's required *Business Designation Form* and we include this document as part of Attachment A – City-required Forms.

E. Form 1295: Certificate of Interested Parties

Concentra completed the City's required *Form 1295* and we include this document as part of Attachment A – City-required Forms.

F. Response to Questionnaire

Concentra completed the City's required *Clinic RFP Questionnaire* and we include *Tabs A through D* of this document immediately following this page. We submit *Tab E* as part of our separate *Fee Proposal*. In accordance with the RFP specifications, we also include the complete questionnaire electronically, in its original Excel format.

Table of Contents

- A. General Information
- B. Financial Information
- C. Clinic Qualifications
- D. Clinic Technical
- E. Fee Proposal

Notice: All questions must be answered. Please refrain from responding with a phrase such as "cannot provide at this time or will provide at a later date if selected, etc." The reviewer will consider these answers non-responsive to the question. All responses must be made within the designated cell(s) of the worksheet provided if additional documentation is necessary to fully respond please attach and reference attachment.

A. GENERAL INFORMATION

Notice: All questions must be answered. Please refrain from responding with a phrase such as "cannot provide at this time or will provide at a later date if selected, etc." The reviewer will consider these answers non-responsive to the question. All responses must be made within the designated cell(s) of the worksheet provided if additional documentation is necessary to fully respond please attach and reference attachment.

1	Parent Company Name:	Concentra is a subsidiary of Select Medical Holdings Corporation, a leading operator of specialty hospitals and outpatient rehabilitation clinics in the U.S., and Welsh, Carson, Anderson & Stowe XII, L.P., a private equity fund.
2	Address:	4714 Gettysburg Road
3	City/State/Zip:	Mechanicsburg, PA 17055
4	Company Name: (If not same as above)	Concentra Health Services, Inc.
5	Address:	5080 Spectrum Drive, Suite 1200W
6	City/State/Zip:	Addison, TX 75001
7	Contact Person: (Employee of vendor)	Kris Troncoso
8	Contact Phone #:	713.542.6251
9	Contact Cellular #:	713.542.6251
10	Contact Email:	kris_troncoso@concentra.com
11	Contact Fax #:	972.725.6439
12	Local Address:	1457 Natchez Loop
13	Local City/State/Zip:	Covington, LA 70433
14	Local Contact Person: (Employee of vendor)	Kris Troncoso
15	Local Contact Phone #:	713.542.6251
16	Local Contact Cellular #:	713.542.6251
17	Local Contact Email:	kris_troncoso@concentra.com
18	Local Contact Fax #:	972.725.6439
19	Federal Tax ID Number:	75-2510547
20	Type of Organization (Corporation, Sole Proprietor, etc.)	Corporation

A. GENERAL INFORMATION

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21	Identify with name, title and address any officers or owners with greater than 2% share or ownership of your company. Provide the following information also.	Concentra is 100% owned by Select Medical Holdings Corporation and Welsh, Carson, Anderson & Stowe XII, L.P.
a.	Total number of employees	7,874
b.	Number of Administrative employees	1,338
c.	Number of Lab technicians	1,459 (includes all medical support staff)
d.	Number of RNs	215
e.	Number of Nurse Practitioners	196
f.	Number of Physician Assistants	356
g.	Number of Physicians/Specialists	940
h.	Number of Pharmacists	14
i.	Other	3,356
22	Date Parent Company formed:	Select Medical was founded in 1996; Welsh, Carson, Anderson and Stowe was founded in 1979.
23	Date Subsidiary Company formed:	Concentra was founded in 1979.
24	Date Company implemented first on-site clinic in State of Texas:	1993

A. GENERAL INFORMATION

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25	Number of employers you service with over 3000 employees in force. Please identify Private Sector Texas Nationwide Public Sector Texas Nationwide	Concentra does not breakdown the number of employers in this manner; however, today we manage more than 130 on-site programs for 90 public and private entities in nearly 40 states. In Texas, we operate 37 on-site programs in 11 cities. Please see response above. Concentra does not breakdown the number of employers in this manner; however, today we manage more than 130 on-site programs for 90 public and private entities in nearly 40 states. Please see response above. Please see response above.
26	Number of lives you service: Private Sector Texas Nationwide Public Sector Texas Nationwide	While we do not breakdown the number of lives in this manner, we can report that through our on-site programs, we serve anywhere from 300 to 30,000 lives. Please see response above. Please see response above. While we do not breakdown the number of lives in this manner, we can report that through our on-site programs, we serve anywhere from 300 to 30,000 lives. Please see response above. Please see response above.
27	Is your company involved in any pending or contemplated acquisition in the next 36 months? If yes, briefly describe.	From time to time Concentra may engage in the purchase or divestiture of a limited number of clinics. We do not intend to engage in any merger, divestiture, or takeover that would adversely affect our ability to provide services to the City.

A. GENERAL INFORMATION

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28	Under what other or former names has your company operated? If yes, briefly describe.	1979 - The company OccuCenters is established. 1985 - Occupational Health Centers of the Southwest PA is established, as the practice expands to other regions/states. 1993 - OccuCenters is organized to manage the occupational healthcare clinics (such as OHC of the SWPA). DBA's include Concentra Medical Centers, Concentra, and Concentra Urgent Care. 1997 - OccuCenters, Inc.'s company name is changed to Concentra Health Services, Inc.
29	Describe your company's disaster recovery and contingency plans. Have you ever tested or actually implemented these plans?	Yes, Concentra has a comprehensive disaster recovery plan that includes an activation phase, recovery phase, reconstitution phase, and disaster recovery maintenance phase. In addition to Concentra's IT department, the disaster recovery team has representatives from finance, legal, human resources, and risk management.

B. FINANCIAL INFORMATION

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1	Ratings:	Moody's B2 Standard & Poors B+ Fitch N/A
2	Describe your firm's financial condition for the last three years. Specify fiscal period, retained earnings, debt, and equity. Detail each year separately:	In 2015, Humana signed a definitive agreement to sell Concentra to a joint venture between Select Medical and Welsh, Carson, Anderson & Stowe XII, L.P. The transaction closed on June 15, 2015. Concentra affirms that we possess the resources and expertise to meet the City's needs and are financially stable and fully capable of performing the services requested in the City's RFP. Below we provide Concentra's net revenue for the last three years, and include detailed financial data for 2013 and 2014 as an attachment to our response. Financial information for 2015 is available on the Investor Relations page of Select Medical's website, www.selectmedical.com. 2015 Net Revenue: \$997,000,000 2014 Net Revenue: \$988,201,000 2013 Net Revenue: \$980,537,000
3	Has your company received any corrective action requests from any State Government or the Federal Government in the last 5 years? If yes, briefly explain.	There are no pending lawsuits against Concentra Health Services, Inc. for on-site services. Concentra has no corporate knowledge of any actions involving the Company's employees to which Concentra was not a named party.
4	How do you establish and maintain reserves for unreported claims, if applicable?	Concentra employs various risk transfer methodologies to cover our exposure to risk, including various self-insured programs and high deductible programs. We establish reserves for our liabilities under those programs based on actuarial analysis that include the elements of severity, frequency, and jurisdiction, with input from Concentra's legal representatives responsible for the defense of such claims.
5	Provide proof of liability and malpractice insurance coverage - Minimum coverage of \$200,000/\$600,000 required.	Concentra includes a Certificate of Insurance as an attachment to our response.

C. Clinic Qualifications

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PROPOSERS PROFILE AND QUALIFICATIONS

- 1 Provide a brief history of your organization including the date established in a separate transmittal letter.

Established in 1979, Concentra is a national health care company focused on improving the health of America's workforce. We have been a key provider of health care services for more than three decades, have provided off-site and on-site services since our founding, and offer a comprehensive portfolio of products and services through more than 400 medical access points (on-site centers and freestanding urgent care centers). Our expertise includes a broad range of capabilities in the areas of consumer health, wellness and preventive care services, occupational medicine, and comprehensive clinical support services. By offering this extensive scope of care, Concentra raises the standard of health care by putting the patient first, delivering quality, evidence-based care, and focusing on ongoing well-being.

We offer a health care model that incorporates superior service and inviting surroundings to help set patient expectations. More than just another doctor's office, with its exceptional patient experiences and affordable services for the entire family, Concentra is rapidly becoming the new standard in patient care.

C. Clinic Qualifications

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2	Do you employ a physician, licensed in the State of Texas, as your Medical Director? Is this individual in agreement to sponsor privileges for either a Nurse Practitioner or Physician's Assistant?	Yes. Concentra's quality assurance program begins with medical oversight. Regular review of process and procedures as well as ongoing audits and staff reviews are critical to our quality management process. Unless more hours are dictated by state or contractual requirements, Concentra physicians provide an average of four to eight hours per week oversight to full-time practices. For the City's program, Concentra designates David Wasserman, DO, director of medical operations, to serve as the clinical advisor. Licensed in Texas and board certified in family practice, Dr. Wasserman will provide direct oversight for clinical quality and patient safety and will be directly accessible to the on-site staff, as well as to the City's leadership team as deemed necessary. Dr. Wasserman will also provide oversight to the collaborating physician.
3	Provide the following documentation for all medical practitioners who will oversee and staff the proposed clinic: 1) Medical and Professional Degrees, 2) Copies of State Licenses.	We include Dr. Wasserman's credentials as an attachment to our response.

C. Clinic Qualifications

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5	Provide at least three examples of how you have worked with clients to improve utilization of the employer-sponsored clinic and integration of services that translated into improved health for the workforce. Include examples of employee/member education on employer programs and steerage to products and programs. What were the results? How much money did each client save?	We include client case studies as an attachment to our response.
6	Describe the qualifications, services or other information unique to your company for the delivery of services requested.	Concentra has the expertise and resources to deliver evidence-based, patient-focused care to support the health care needs of the City's participants. We offer benefits that no other organization can match, including more than 400 medical access points (onsites and freestanding urgent care centers) throughout the U.S. Our national experience provides us with the insight and established benchmarks gained from our more than 7.7 million annual patient encounters, and our national network of freestanding centers ensures we are knowledgeable of the unique local and state requirements necessary for establishing and maintaining compliant clinical operations. In addition, the data we collect from our annual patient encounters enables us to offer the City a clear picture of trends as they relate to population health and productivity.

C. Clinic Qualifications

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Below are some examples of what Concentra has achieved for our on-site customers:

- A reduction in the average time required for a center visit from nearly four hours for an off-site visit to less than one hour for a Concentra center visit, representing an important time savings
- Measureable savings from patients who used a Concentra center in the first nine months compared to those who did not, including:
 - 11% lower costs for urgent care
 - 45% lower costs for inpatient medical claims
 - 20% lower costs for outpatient medical claims
 - 28% lower costs for pharmacy
 - 19% lower total claim costs
 - Consistently high employee satisfaction rates

A key differentiator is Concentra's ability to expand the accessibility to quality, evidence-based care by leveraging our local Corpus Christi urgent care center to support the City's onsite. While the on-site center will serve as the primary medical access point for the City's employees, retirees, and their dependents, our Corpus Christi urgent care center is available as an additional resource for urgent care, comprehensive occupational medicine, X-ray, and physical therapy services. Of relevance, Concentra's on-site and urgent care centers utilize the same technology platform, offering added program continuity.

C. Clinic Qualifications

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7	Detail the key personnel in your local office. State the location of the office from which the work is to be done and the key personnel in that office. Provide resumes for all key personnel listed. Concentra designates individuals to assume specific roles throughout contract execution, program implementation, and ongoing program operations. Our collaborative program management approach combines strategic account management resources with local operational and clinical support to ensure program quality and service excellence. We identify our designated team below and include their credentials as an attachment to our response. Each individual listed will be available during his or her assigned phases and on an as needed basis thereafter. (1) Implementation/Project Manager: Chris Royal, Project Manager, Bingham Farms, MI - 20+ years with Concentra - Lean certified - BS, Exercise Science, University of Toledo In this role, Ms. Royal: - Executes implementation plan - Opens the on-site center - Creates/implements communication plan - Develops workflow and clinical operating procedures for program stakeholders
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C. Clinic Qualifications

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(2) Account Management: Brandy Mitchell, Director Strategic Accounts, Louisville, KY
 - 4 years with Concentra
 - 8 years of relevant experience
 - BA, Healthcare Administration, Ashford University
 - Strategic Organizational Leadership Certification and Project Management Qualified Certification from the Management and Strategy Institute

As account manager, Ms. Mitchell:

- Consults with clients on program design, communication strategy, program components and expectations
- Coordinates the delivery of all reports to include customer reporting, account plan, and satisfaction surveys
- Drives accountability for implementing and consistently maintaining programs and policies
- Takes a consultative approach to innovative practices to further enhance the onsites' value
- Partners with the director of operations (DO) and director of medical operations (DMO) to deliver strategy and manage the resolution of service challenges

C. Clinic Qualifications

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- (3) Operational Oversight: Laura Fernandez-Sanchez, Director of Operations, San Antonio, Tx
- 1 year, 3 months with Concentra
 - 15 years of relevant experience in operations management, human resources management, and customer service
 - Associates in Applied Science
 - Six Sigma Green Belt Training
- Ms. Fernandez-Sanchez:
- Ensures consistency of service line playbook execution across the onsite
 - Provides leadership development to ensure a superb patient and employer experience
- (4) Clinical Oversight: David Wasserman, DO, Director of Medical Operations Austin, Tx
- 5 years with Concentra
 - 20 years in medical practice
 - DO, University of North Texas Health Science Center
 - BA, University of Dallas
 - Board certified in family practice
- Dr. Wasserman:
- Monitors playbook execution for on-site centers
 - Develops clinical strategy and stewardship planning
 - Provides clinical consultation and model recommendations
 - Oversees day-to-day medical operations

C. Clinic Qualifications

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8	Describe what separates your firm from other competitors?	In addition to our tenure providing on-site services, our national footprint, and our local infrastructure, a key attribute that differentiates Concentra from our competitors in the on-site center space is our ability to configure our services to meet the needs of our customers and deliver value in the form of healthier, more engaged employees. We tailor each onsite based upon population needs, geography, client expectations, and more to offer comprehensive, scalable solutions with varying service combinations. Key benefits of a relationship with Concentra offers the City: - 37 years of experience adopting and developing best health care practices in both on-site centers and freestanding urgent care centers - On-site center expertise supported by a strong leadership infrastructure and extensive urgent care center networks to increase access to care - A clinically driven organization focused on delivering the optimal patient experience using best practice guidelines founded on evidence-based principles - An innovative care delivery model that takes a 360-degree view of each individual and recognizes the relationship between personal health, occupational health, and productivity - Proven technology to manage and integrate information, enabling robust data analytics, trend management, and meaningful use reporting - Ability to deliver all services through a single vendor and seamlessly collaborate with other City partners to offer program stability, efficiency, and predictability
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C. Clinic Qualifications

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CURRENT CLIENT REFERENCES

Using the format outlined below, the Proposer should provide three current client references (organizations to which you have provided services for at least one year) and three former client references. References should be relative to the Proposer's office that will provide EMPLOYER-SPONSORED WELLNESS CLINIC and HRA services to the City. This information will be used to determine the extent to which the Proposer is able to provide EMPLOYER-SPONSORED WELLNESS CLINIC and HRA services to an entity the size of the City of Corpus Christi as well as the level of customer service exhibited by the Proposer.

R1	Organization Name:	City of Dallas
	Contact & Title:	Dolores Lewis, Benefits Manager, Human Resources Department
	Address:	1500 Marilla Street, 6AN, Dallas, TX 75201
	Phone Number:	214.670.7391
	Effective Date of Contract:	October 2011
	Description of Services Provided:	Primary care, urgent care, occupational injury/illness treatment, health and wellness screening services, vaccinations, clinical services
	Number of Employee Lives:	30,000
R2	Organization Name:	DFW Airport
	Contact & Title:	Amanda-Rae Garcia, Senior Health Risk Manager
	Address:	3625 Bear Creek Court, DFW Airport, TX 75261
	Phone Number:	972.973.1613
	Effective Date of Contract:	August 2012
	Description of Services Provided:	Primary care, urgent care, and wellness
	Number of Employee Lives:	1,996
R3	Organization Name:	Metropolitan Government of Nashville and Davidson County
	Contact & Title:	Stephen B. Cain, Human Resources Manager
	Address:	222 3rd Avenue North, Nashville, TN 37201
	Phone Number:	615.862.6640 ext. 72267
	Effective Date of Contract:	October 2013
	Description of Services Provided:	Occupational health
	Number of Employee Lives:	13,784

C. Clinic Qualifications

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FORMER CLIENT REFERENCES

F1	Organization Name:	Fort Bend County, TX
	Contact & Title:	Wyatt Scott, Director of Risk Management
	Address:	301 Jackson Street, Richmond, TX 77469
	Phone Number:	281.341.4493
	Effective Date of Contract:	January 2012
	Description of Services Provided:	Primary care, wellness (health risk assessments), minor emergency care, immunizations/vaccinations, physicals, pharmacy services, drug testing, primary care case management, workers' compensation programs
	Number of Employee Lives:	2,500
	Reason for Termination	We omitted the insurance certificate from the bid and the County has stringent criteria around the required documents.
F2	Organization Name:	Atlas World Group, Inc.
	Contact & Title:	Nancy Priebe, Vice President, Human Resources
	Address:	1212 St. George Road, Evansville, IN 47711
	Phone Number:	812.424.2222
	Effective Date of Contract:	January 2012
	Description of Services Provided:	Primary care, urgent care, occupational health, wellness education
	Number of Employee Lives:	600
	Reason for Termination	The program was part time and the client decided to go in another direction for the services provided.
F3	Organization Name:	Vectren
	Contact & Title:	Holly Boeke, National Director of Health Improvement
	Address:	One Vectren Square, Evansville, IN 47708
	Phone Number:	812.491.4010
	Effective Date of Contract:	January 2010
	Description of Services Provided:	Two wellness centers offering primary care, urgent care, biometric testing, preventive exams, wellness coaching (individual, group, and telephonic)
	Number of Employee Lives:	1,200
	Reason for Termination	The client decided to go in another direction with the wellness program.

D. CLINIC TECHNICAL

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EMPLOYER-SPONSORED ON SITE MEDICAL CLINIC

1 Define what your organization believes are the most important elements for a successful employer-sponsored clinic program that centers around wellness and the development of a wellness culture.	Concentra spent more than a year interviewing industry leaders, clients, consultants, and internal leadership. We leveraged this research and our more than 20 years of experience in creating and operating on-site center programs to gain insight into where the industry is going and how all of the components fit together. Our workforce health and well-being model is comprised of five components that connect all aspects of health, performance, and well-being and is essential for a best-in-class on-site solution: - Employer engagement - Clinical outcomes - Wellness services - Participant engagement - Measurable outcomes When these five pillars align to meet an employer's specific needs, an integrated solution that maximizes synergies and benefits of workforce health is realized. In addition, we believe a successful wellness culture encompasses repeated and frequent communication; support and backing from management and leadership; creating a culture of health; personalization of the wellness experience and portal; and a strong incentive plan. Concentra is prepared to combine our available resources to implement an on-site program that embraces each of these critical elements.
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D. CLINIC TECHNICAL

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2	Describe how do you propose to improve the health and productivity of the City of Corpus Christi's covered population? Please include documented results as to how you have achieved those outcomes with other clients.	Concentra and our wellness partner aim to improve the health and productivity of the City's covered population through seamless integration, targeted engagement, presentation-ready metrics, and condition management care plans. As evidence of our past successes with other clients, we include case studies as an attachment to our response.
3	From what location will patient service be coordinated if all functions are not provided at the clinic itself?	We propose to perform the primary scope of services within the on-site center. However, referrals may be coordinated with off-site facilities for radiology services, therapy, advanced diagnostics, specialist care, and more. As appropriate, we will leverage our Corpus Christi urgent care center (located at 4025 S Padre Island Dr Corpus Christi, TX 78411) for X-ray and physical therapy services. Please note, services performed at a Concentra Urgent Care Center are on a fee-for-service basis.

D. CLINIC TECHNICAL

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4	Describe your company's performance standards with respect to:	Concentra tailors our performance standards and guarantee programs to reflect our clients' unique programs. During the next phase of the process, we will collaborate with the City to review program goals and determine specific key performance indicators (KPIs) and metrics mutually agreeable to both parties. The following are examples of key areas in which we can measure program success: - Center utilization - Clinical outcomes - Cost savings - Implementation - Patient satisfaction - Productivity (i.e., reduced absenteeism, presenteeism, time away from work, etc.) We include a sample of our standard performance guarantees as an attachment to our response. Please note, this is for informational purposes only as actual performance standards and metrics will be mutually agreed upon by Concentra and the City post award.
a.	employee inquiries (both written and telephonic),	We will make every attempt to respond to employee inquiries within 24 hours.
b.	wait time,	Concentra tracks and measures patient wait times, along with communication of the expected wait time. Our expectation and target for this measure is that patients are seen within 15 minutes of check in to ensure that we are returning them back to work as quickly as possible. Please refer to the attached performance guarantees.

D. CLINIC TECHNICAL

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c.	monthly invoice accuracy (statistical, payment, financial, technical),	Concentra manages all aspects of medical billing and accounts receivable internally through our regional Central Billing Offices (CBOs) dispersed throughout the United States. The CBOs' functions include, but are not limited to, bill production, electronic billing, cash receipts, deposits, payment posting, problem resolution, collections, and account management services. The CBOs use internal systems OccuSource and BCS, as well as the GE Centricity practice management system, to provide comprehensive billing, payment posting, and reporting capabilities. For our on-site centers, we have a dedicated department that is responsible for producing monthly invoices. We also have a dedicated toll-free number and e-mail to immediately address the billing needs and concerns of our on-site clients. In addition, the City's designated director of strategic accounts is available, as needed, to research any issues related to monthly billing and provide resolution.
d.	patient satisfaction surveys,	Following a center visit, Concentra conducts web-based patient satisfaction surveys offered through a third party vendor, Franklin Covey. Items measured include quality of the facility, staff, and services rendered; survey results drive process improvements. Concentra's leaders review the results, prioritize issues, and take action as necessary and appropriate. We consistently monitor satisfaction and will share feedback with the City during quarterly stewardship meetings. We provide additional information in Section G. of our proposal.
e.	utilization reports (de-identified)	We closely monitor center utilization and have specific performance metrics to track the number and types of eligible participants who visit the center. We include utilization as part of our standard reporting.

D. CLINIC TECHNICAL

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5 Describe your company's quality assurance and/or internal audit procedures and programs including whom your in-house audit/quality assurance person reports to.

Concentra is committed to quality; we built – and continue to infuse – quality assurance into every phase of our on-site programs. We understand the integral importance of a flexible program that can change, grow, and improve as the needs of the population change, but also react quickly to any perceived deficiencies. Concentra's QA program begins with clinical oversight. In addition, regular review of process and procedures as well as ongoing audits, chart reviews, and staff performance reviews are critical to our quality management process.

Key components of Concentra's Quality Assurance program include, but are not limited to, the following:

- Metrics tracking
- Ongoing training and development
- Maintaining an infrastructure of clinical and operational expertise
- Employing in-house product development and process improvement resources

As an organization, we monitor clinical quality and compliance via an Enterprise Quality Improvement Program Committee (EQIP), which reports through the Chief Medical Officer. The purpose and scope in the committee charter include monitoring quality through selection and assessment of quality metrics; initiating and overseeing improvement initiatives; and recommending quality assessment and assurance programs. We also have medical expert panels that identify health trends, research the latest developments, and develop policies, procedures, processes, and white papers to ensure Concentra's treatment and service philosophy adhere to best practices.

D. CLINIC TECHNICAL

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	Specific to audits, the lead clinician at the on-site will perform quarterly clinic audits. These audits will incorporate Concentra-identified expectations of all on-site services, as well as City-designated criteria. We also have a Center Assessment Tool (CAT) that ensures compliance with company and regulatory requirements and provides Concentra leadership with valuable feedback on these requirements. The CAT provides an overall review of compliance with internal and pertinent external policies and guidelines, and is applied to all Concentra medical facilities. Areas of focus include operations, medical, and physical therapy. Every site undergoes a random formal audit twice per year, during which we track gaps in compliance. Additionally, during ongoing daily operations, leaders monitor various audit elements for compliance during site visits. All new locations will receive an audit within 30 days of opening.
6	Describe in detail the time line necessary to accomplish implementation of the employee clinic. Our typical implementation timeline for a new facility is 120 days and the process begins once an award is made, a Letter of Intent (LOI) is executed, and post statement of work meeting. However, the actual timeline is dependent on several variables, including recruiting, site renovation or expansion, build out (as applicable), etc. Staff recruitment typically requires the greatest amount of time, and we will be proactive in initiating the recruiting process immediately upon award of the bid. We follow an established and well-organized, executable process that includes key tasks to ensure an expedient implementation process. Our comprehensive project plan, which includes more than 1,000 tasks, offers a level of project management that is consistent with that of an Enterprise Project Management Office (EPMO) and includes, but is not limited to, implementation meetings, staff recruitment and training, on-site center set-up, and promotional campaigns. Upon award, we will review the implementation plan and make modifications as necessary to customize the plan to meet the City's unique program specifications and expectations.

D. CLINIC TECHNICAL

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7 Please provide a brief paragraph of justification for the health care staffing plan which you are proposing.

We recognize that accurately staffing an on-site center at the onset is critical to the overall success of the program, and the clinical model is an investment of time and financial capital. When considering the make-up of the model, we review the scope of services, program goals, eligible participant population, estimated service volume, and other program elements to ensure our solution aligns with our client's needs. We then assemble a team of professionals who not only possesses the required level of expertise and appropriate credentials, but also abides by a patient-focused service philosophy that delivers service excellence with an emphasis on patient satisfaction.

After reviewing the requirements outlined in the City's RFP, Concentra proposes the following staffing model:

1.6 FTE Nurse Practitioner (2 clinicians at 0.8 FTE each)
 1.0 FTE Registered Nurse
 1.0 FTE Medical Assistant
 0.16 FTE Physician Oversight

This model allows Concentra to:

- Provide adequate coverage to accommodate the City's current hours of operation (Monday through Friday, 7:00 am to 7:00 pm)
- Ensure the appropriate level of physician oversight to adhere to state requirements, provide consultations where indicated, impart process improvement recommendations, deliver timely clinical and procedural updates and training, and provide recommendations on improving the health and safety of the workforce
- Offer a qualified team of on-site center staff hired and trained specifically for the City's program
- Focus on assisting the City strengthen its well-being culture while increasing the level of clinician-patient interaction, building rapport with the City's workforce and leadership, and creating an environment that promotes engagement and encourages individual health ownership
- Work closely with internal and external resources to ensure an integrated and coordinated solution

D. CLINIC TECHNICAL

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18	Identify any portion of the proposed services you may subcontract, in whole or in part. Describe the conditions under which you would use another firm or individual to serve the City of Corpus Christi's needs. Include how you monitor the cost and quality of services provided by other firms or individuals.	- Assist patients effectively navigate through the health care system We will closely monitor utilization and provide detailed quarterly stewardship reporting that will assist in determining if the current rate of utilization substantiates the need for modifications to staffing, services, and/or hours of operation. If these assessments indicate the need for adjustments in any of these or other program elements, we will collaborate with the City prior to initiating such changes. By combining our expertise in workplace health and the experience and insight of our wellness partner, Concentra is able to deliver a best-in-class solution that offers evidence-based care, robust disease management, and wellness programming to achieve the City's health care goals.	As mentioned, Concentra intends to perform the core scope of services using our internal resources/on-site staff. On occasion, we will utilize qualified vendors to perform ancillary or specialized services, such as advanced laboratory analysis and diagnostic testing. We will also engage the City's vendor partners throughout the program to ensure seamless integration of services, and develop relationships with local specialists and hospital systems for referral purposes to ensure continuity in patient care.
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D. CLINIC TECHNICAL

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		Although Concentra operates an extensive national urgent care center network, we are independent of hospital systems and physicians groups, allowing our clinicians to make decisions based on best clinical outcomes. We approach referrals from a patient-focused perspective grounded in the appropriate use of clinical resources to provide quality care and a commitment to shared decision-making. Our shared-decision approach includes the patient as an active participant in the referral management process. We focus on education, decision aids, and transparency to create a partnership between our clinicians and patients. This approach encourages patient participation in care decisions, promotes individual health ownership and active engagement in well-being activities, and empowers patients to remain engaged at every step of their personal health journey. We include additional information as to how other providers are monitored in our response to question 12.
9	Please submit a sample of your monthly invoicing. Would you be willing to customize the information contained in these forms? If so, to what extent and at what additional cost, if any?	We include a sample invoice as an attachment to our response. We welcome the opportunity to engage the City regarding the needs for customization of invoices. Depending on the extent of the request, an additional fee may apply.
10	Please state what records would belong to the City of Corpus Christi, including upon expiration or termination of the agreement resulting herefrom.	Concentra will serve as the custodian of medical records during the course of the contract. In the event of termination of the agreement, we will require the City and any new vendor to sign a custodial agreement to allow for the transfer of records to the City while remaining in compliance with all applicable laws. The City will maintain responsibility for all costs associated with the transfer. We provide detailed information regarding our medical records management process in our sample agreement, which we include as an attachment to our response.

D. CLINIC TECHNICAL

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11	Describe your process and amount of time to resolve complaints sent for medical review. List the standard steps, procedures and turnaround times.	As a leading national workplace health care provider, Concentra understands the importance of combining quality clinical care with superior customer service. We make every attempt to address issues within 24 hours. To that end, we have established the following escalation procedures to address both medical and service issues. Addressing a Medical Issue: - The medical director will meet with the City and any other relevant party to investigate the issue. - All issues or perceived issues are discussed with the clinician. - For any performance and/or behavioral issues that are identified the clinician will be provided expectations for improvement along with an action plan. - The medical director will define the terms of performance improvement and will provide a written summary of the issues and the action plan to the clinician for signature. - The medical director will monitor ongoing performance. The medical director will provide follow-up to the City to ensure expectations are being met and the issues have resolved. Addressing a Service Issue: - Investigate the situation - Interview all parties involved, including the City - Involve HR/Risk/Legal, if indicated - Involve medical leadership, if indicated - Conduct meeting with appropriate personnel and/or internal departments - Make determination and document action plan - Follow-up with the City for review and planning
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12 Describe your current referral process and methodology to specialists and hospitals. When applicable, describe how do you would assist the employee in staying "in-network" with physician referrals.

Referral management plays a critical role in cost containment and Concentra follows a proven process designed to ensure referrals are completed quickly and efficiently. If we discover that an employee's medical condition requires specialty care or testing, or care beyond our ability to provide within the on-site center, the clinician will implement Concentra's referral management process.

We will establish relationships with local providers and hospital systems within the community to ensure seamless referral management, timely appointments, and continuity of care. We take great strides to only engage specialists that are best in class, follow our service philosophy, and are preferably in-network to ensure maximum cost savings.

To ensure we provide proactive patient-centered, clinician-directed, and collaborative service that advances quality, cost-effective health care, Concentra clinicians follow the ongoing care of every injured or ill worker treated within the center, from the very first visit until the patient goes back to full duty or reaches maximum medical improvement. It is the clinician's role to work with the City, as well as other parties involved in the patient's care plan to ensure maximum recovery. As such, we will establish preferred HIPAA-compliant communication processes with specialists, relevant City departments (i.e., risk management, safety, human resources, etc.), the TPA, and other entities involved in the patient's care plan to ensure prompt treatment and effective care management. We also track all specialty referrals, report on the percent of patients referred and type of referral, and track the medical outcome of each referral to ensure successful resolution of the case.

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13	How do you ensure that the clinic staff will be a cultural fit for a client organization?	Including our client in the recruiting process is critical to program success, and Concentra welcomes the City's participation in selecting the individuals to staff the on-site center. While the employment decision and relationship is ours, Concentra will organize a meeting between the City and the on-site personnel. Our experience is that engaging our client in a cultural evaluation properly sets expectations for all parties and ensures that the prospect understands and will fit within the workplace culture. Selected staff will also undergo Concentra's robust hiring and onboarding process referred to as the "red carpet" orientation, which will incorporate City-specific organizational information.
14	Describe your approach to ensuring your physicians are practicing evidence-based medicine.	It is our policy to ensure that operational and clinical practices adhere to evidence-based practice standards. Our technology platform allows our clinicians access to evidence-based medical guidelines, including the American College of Occupational and Environmental Medicine (ACOEM) and the Official Disability Guidelines (ODG), among others. Additionally, for effective medical management, our EHR provides consumer and clinical decision support tools as well as diagnosis-based care guides and Meaningful Use functionality. Specifically, within Allscripts there are more than 900 diagnosis-based care guides developed by an Allscripts' medical expert panel using established clinical standards. The Allscripts EHR is also ICD 10 and Meaningful Use compliant, and is ARRA- and CCHIT-certified.

D. CLINIC TECHNICAL

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	In addition, we utilize up-to-date, evidence-based clinical guidelines to direct our evaluation and treatment decisions. Below we provide examples of medical practice standards our clinicians adhere to when treating patients: - ACOEM guidelines - ODG - Clinical practice guidelines - Up-to-date online professional medical resource - Concentra physician manual - Outcomes-based evaluation and education - United States Preventive Services Task Force (USPSTF) - Regulatory guidelines including, but not limited to, OSHA, DOT, ADA, FMLA, and NFPA - Collaborative agreements and standing orders
15	Describe the type of data needed from the City of Corpus Christi to implement the proposed products/service and how often the City will the need to supply you with data. Specific to eligibility, Concentra will request an eligibility file from the City prior to implementation, then on a mutually determined schedule thereafter, that lists pertinent information for eligible participants (i.e., basic demographic information, plan eligibility, etc.). We will then load this information into our technology platform. Upon presenting at the center, the on-site staff will request a form of identification approved by the City (i.e., driver's license, insurance card, ID card, etc.) to confirm eligibility.

D. CLINIC TECHNICAL

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16 Describe the level of commitment (in hours) to be required of the City of Corpus Christi's staff. List the titles of the City of Corpus Christi's staff from whom you will require said time commitments. Be specific regarding the tasks in which you anticipate their involvement. Break out your response for implementation support vs. ongoing support.	Concentra assumes that the City will be an active participant in the development and implementation of the program and we estimate a weekly commitment of two to four hours per week, amortized over the City's various process champions. Going forward, on-site clients typically budget one to three hours per week for standing meetings and corporate stewardship. We anticipate that the City will be responsible for providing the following items during implementation and ongoing to support the onsite: - Identify key contacts at beginning of the implementation process - Provide site access for Concentra's implementation team during the implementation process - Construction/build out of the onsite (as appropriate) - All equipment permanently affixed to the real property, as well as maintain responsibility for utilities (electric, water, sewer), janitorial services, telephone, Internet access, HVAC/HEPA, security, and maintenance - Secure applicable construction permits if applicable for renovations, if needed - Contract execution prior to first day of on-site operation (Concentra will not be able to provide patient care without an executed agreement) - Participation in weekly team calls/meetings with Concentra implementation leadership - Support to mutually develop engagement plan strategy and outreach to participants - Final screening of proposed on-site staff members to approve of cultural fit within organization
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D. CLINIC TECHNICAL

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17	Describe your capabilities in providing employee education (live sessions) on various healthcare topics, such as managing chronic conditions, exercise, nutrition, etc.	If the on-site center elects to include an Onsite Wellness Coordinator, live employee education sessions are included in the provided services. If the City desires to provide one-off live employee education sessions, these are considered special events and are priced at \$125 per hour with an eight-hour minimum. Details such as level of professional requested and program facilitation are considered; additional travel and expenses may apply.
18	Describe what communication materials or support you provide to assist with ongoing promotion about the services provided by the employer-sponsored clinic including the use of co-branded materials.	In addition to the program launch campaign, it is important to continuously reach out to program participants to reaffirm the benefits of the on-site program and we offer pre-developed templates for initial program rollout (i.e., pre-launch and grand opening) as well as for ongoing communication. Designated Concentra resources will lead pre-launch and grand opening promotional efforts as well as meet with the City for annual communications planning. Ongoing communication resources include, but are not limited to, the following: - Flyers - Intranet banners - Quarterly postcards - Quarterly posters - Monthly wellness calendar - Monthly and ongoing communications throughout the duration of the program We provide additional information as part of our response in the Wellness and Prevention section, question 31.

D. CLINIC TECHNICAL

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		Through our wellness partner, we can also provide a Communication Launch Toolkit that is designed to give participants the right level of engagement throughout the year, including handouts, flyers, posters, etc. These items will reflect the City's culture and brand and are provided in electronic files, which can be professionally printed for distribution or distributed electronically.
19	Describe any systems you have in place to identify chronic worksite offenders, in other words, how do you ensure the employer-sponsored clinic is not a "place to hang out" or get away from work. Also describe how this process adhere to HIPAA privacy regulations.	If a patient presents and exhibits signs of misusing the clinic, the clinician will promptly intervene and educate the patient on the role of the on-site center and the appropriate use of services. The clinician will alert center staff of such patients and treat accordingly. City management will be immediately notified of patients who are "misusing" the center without compromising the confidentiality of the patient.
20	Describe the proposed employer-sponsored clinic's "target patient" population and what communications would be used to direct them to the employer-sponsored on clinics.	The target patient population would include employees, retirees, and their dependents. To ensure optimal engagement of all members of the eligible population, Concentra will use a variety of tactics to reach individuals where they are. Ensuring patients understand what services are available and how to effectively use them is foundational to the success of any on-site program. In our experience, making it easier for participants to find and use the information they need to take charge of their health and well-being is critical for both individual and program success. By improving access to health and well-being services, increasing awareness, and making information and resources easier to use, participants realize the maximum benefits of an on-site center program.

D. CLINIC TECHNICAL

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Our promotional strategy consists of pre-opening engagement, open house, and post-opening engagement phases that utilize a variety of tactics to communicate that the City cares about the health and well-being of its population. The communication components also outline the services offered through the onsite and ensure participants realize the benefits of using the center as well as stressing the confidentiality of all information. We also ensure information is distributed to all program participants using a variety of means. To reach dispersed participants, the on-site staff will work with the City's leadership to ensure consistent messaging across the population. Communication tactics may include, but are not limited to, home mailers, the City's intranet site, and other available digital media outlets.

In addition, our proposed integrated wellness offering places heavy emphasis on personal engagement. Like Concentra, our wellness partner feels that the key to helping move people from extrinsic to intrinsic motivation, or "owning" their own health, is in providing them with many different engagement options. We offer tools around total well-being (fitness, nutrition, weight management, financial, behavioral, etc.) and believe in providing each individual with the personal choice to work on the topics most relevant to them. In addition, the wellness programs create a positive social experience where motivation is not an individual endeavor and year-round participation is encouraged.

D. CLINIC TECHNICAL

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21	Provide a detailed explanation of on-line tools and the timeline for roll out of said tools.	As part of our technology solution, Concentra offers an externally hosted and secured patient portal that seamlessly integrates with the EHR system. Through the portal, the patient has the convenience of anytime, anywhere, secure online access to the on-site center and their personal health record. Patients can also view lab results and notes from their clinical encounters, as well as request prescription renewals and securely exchange messages with clinicians. The portal offers: - Online scheduling and registration - Completion of medical and history forms - Prescription renewal - Secure communication with center staff, including the clinician - Clinical test results including lab - Clinical visit records access - Online payment - Health and wellness messaging and updates - Connectivity with local primary care providers The integration between the EHR and patient portal enhances the patient experience by streamlining many of the most time consuming interactions within the center. Concentra will roll out the technology platform during implementation and patients will have access to the patient portal immediately upon center opening. The portal requires a simple registration process and once the patient establishes an account, their information will remain in the portal for easy appointment scheduling and viewing of their personal health information.
22	Describe any pre-produced programs on health and wellness topics that can be leveraged. Provide samples and previous success rates.	As we detail in response to question 33 below, our wellness partner can provide webinars, online courses, and targeted programs on wellness topics. We include an overview of the learning library as an attachment to our response.

D. CLINIC TECHNICAL

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23 Explain how you have supported employer-sponsored wellness events (e.g., health screenings and other health fair-related support provided outside clinic facilities), like nutritional counseling, walking programs, etc. and if they required additional staff and resources. Also describe any immunizations such as influenza and pneumonia that you have administered at the clinic locations.	Concentra's on-staff will serve as an integration point between clinical and wellness services. If the City elects to include a dedicated resource (on-site health coach or Wellness Coordinator) this individual will collaborate with the center staff and the City's internal resources (i.e., human resources/benefits, leadership, etc.) to lead wellness efforts. While the level of wellness-specific programming is dependent on the final staffing model, Concentra makes every effort to ensure all client programs: - Emphasize the importance of well-being - Promote existing wellness programs and initiatives - Integrate with the available benefit plan resources to ensure continuity of care, a seamless patient experience, and effective navigation of the health care system (1) Health Screenings: Concentra offers two options for conducting a biometric screening: in-house at the on-site on a per person basis, or on-site screening events through a preferred third party vendor. (2) Health Fairs: The on-site center staff can perform brief educational sessions, hand out free educational flyers, and serve as a liaison between the City's benefit plan resources to coordinate information distributed to employees. Our role can differ for each event; therefore, we prefer to be involved in the planning phase, so we can discuss our role, assume the appropriate responsibility, and work effectively with the City and its vendor partners. (3) Immunizations/Vaccinations: Concentra offers immunizations, vaccinations, and infectious disease screenings/testing to assist our clients in maintaining a healthy workforce. We administer these services per regulatory requirements and recommendations from leading health organizations, including OSHA, the Centers for Disease Control and Prevention (CDC), and the World Health Organization (WHO). We also offer a comprehensive travel health program.
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24	Describe how you handle walk in patients.	Concentra supports a variety of scheduling methods and can also accept walk-ins depending on the nature of the visit. However, scheduled visits are preferred as this helps reduce unnecessary wait time delays. We keep appointment slots open to accommodate the need for acute episodic care. We will take patients with injuries or conditions requiring immediate attention to an exam room immediately. This process follows our "Injury Prioritization and Triage" policy, which outlines additional information/conditions requiring immediate attention. We also utilize resources and trainers to ensure we maintain a balance in scheduled verses unscheduled appointments.
25	Describe how you address the cutoff time for walk ins.	We will see patients until the time the center closes for the day. While we want to be mindful to avoid staff from working overtime, patient care, acuity of illness, and patient convenience are of the utmost important to Concentra. As such, when patients arrive close to center closing, we strongly consider these factors when deciding whether to see them as a walk in, or schedule the patient for a visit on the following business day.

D. CLINIC TECHNICAL

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WELLNESS AND PREVENTION

26	Provide an executive summary of the wellness services you provide. If necessary, you may describe these services in a separate attachment.	Please see attached executive summary.
27	Describe the online tools for supporting and resources that you will make available to employees and patients.	The MyViverae member portal provides the following online tools and resources for employees and patients: - My Health: Member health measures resulting from HRA and biometric screening info - My Care: Displays preventive care services, health conditions, and care plans - Goals: Allows members to set personal progress-based goals; includes Employer Challenges, Focus Activities, Health Events, and Apps and Devices - Community: Social connection that drives member engagement; includes Social Wall, Trending Wall, and Peer Challenge Wall - Education: Healthy Videos, Webinars, Online Courses, and Targeted Programs specific to each member's risk/condition - Resources: Personal Health Profile, newsletters, medical self-care/food and activity tracker, health news, medical encyclopedia, and drug information

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28	Identify how wellness fits into your business plan.	Wellness is a pertinent part of Viverae's core business plan, which includes growing the client's design from Awareness to Risk Reduction and Activities and then finally to Health Contingent and Outcomes-based programs with meaningful incentives. Viverae offers total population health management programs that include: health promotion, risk identification, risk stratification, lifestyle coaching and behavior change programs, disease management, claims analytics, care plan adherence protocols, biometric screenings, device integration and tracking, clinical programs, and access to care via clinical views and custom incentive designs. Viverae's engagement activities include challenges, targeted programs, online courses, webinars, and community-based interactions.
29	Please Indicate if there will be any additional fees for these and describe additional fees charged for these programs your pricing proposal if any.	At Corpus Christie's life count, fees would be applied PEPM and are as follows: WELLNESS (portal and unlimited inbound coaching: \$2.80 pepm (member) and \$.75 pspm (spouse). If our Disease Management program is added, fees for the entire program (platform, inbound coaching and DM): \$5.60 pepm, \$1.15 pspm.

D. CLINIC TECHNICAL

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30 Explain the methods you have used in the past to engage employees and encourage them to adhere to any of these programs.	As mentioned above, Viverae believes the key aspects towards engagement include visible management support, developing a culture of health, a personalized wellness experience and portal, frequent and repeated communication, and a strong incentive, all with the ultimate goal of creating an intrinsic motivation for the employees to engage and participate. Viverae's general approach to engagement strategy will include several of the following components: - Advanced and repeated communications - Custom outreach queues - Deliver event and launch promotion a minimum of four weeks in advance - Use variety of communication modes - Flyers posted in high traffic areas - Bathroom signs - Signs by coffee/break areas - Safety announcements/tracking boards - Electronic monitor messaging (where possible) - Include in manager announcements - Showcase incentive in every communication - Floor announcements - Include wellness promotions with daily/weekly announcements
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IMPLEMENTATION & COMMUNICATIONS STRATEGY

D. CLINIC TECHNICAL

Notice: All questions must be answered. Please refrain from responding with a phrase such as "cannot provide at this time or will provide at a later date if selected, etc." The reviewer will consider these answers non-responsive to the question. All responses must be made within the designated cell(s) of the worksheet provided.

31

Describe how you would communicate the programs to the Corpus Christi's employees who are spread out across multiple locations, including the media type used. Also describe how you continue to promote the program after the initial rollout and identify if there would be additional costs and include the associated costs in your proposal.

Program Launch Communication:

Concentra offers a variety of options for promoting the City's onsite, which is the initial step in reaching optimal utilization. We provide solutions such as offering online resources and dedicated clinical and customer care lines to ensure participants are completely satisfied with — and fully utilizing — the City's available programs.

Our standard communication strategy consists of pre-opening engagement, open house, and post-opening engagement phases that utilize a variety of tactics to communicate that the City cares about the health and well-being of its population. We use a variety of means, including Internet and social media. During implementation, we will collaborate with the City to develop a tailored launch campaign that will be most appropriate and resonate with the City's population, and provide examples at that time.

D. CLINIC TECHNICAL

Notice: All questions must be answered. Please refrain from responding with a phrase such as "cannot provide at this time or will provide at a later date if selected, etc." The reviewer will consider these answers non-responsive to the question. All responses must be made within the designated cell(s) of the worksheet provided.

	The cost for the communication plans is dependent on the final selection made by the City. Wellness-Related Communications: Viverae offers an internal dedicated communications department that produces not only original in-house authored portal content but also collateral program pieces and high quality graphics, videos, and templates designed to make client communications convenient and concise. This includes handouts, flyers, posters, and other client requested items. These items reflect the City's culture and brand. Provided in electronic files, clients can print these professionally for distribution, or distribute them electronically. Ongoing Communication: Ongoing communication resources include, but are not limited to, flyers, intranet banners, quarterly postcards, quarterly posters, monthly wellness calendar, monthly and ongoing communications throughout the duration of the program. To reach dispersed participants, the on-site staff will work with the City's leadership to ensure consistent messaging across the population. Communication tactics may include, but are not limited to, home mailers, the City's intranet and wellness website, and the patient portal.
32	Provide samples of all available communications and describe if these can be customized to the City of Corpus Christi or by location. We include samples of available communications as an attachment to our response.

D. CLINIC TECHNICAL

Notice: All questions must be answered. Please refrain from responding with a phrase such as "cannot provide at this time or will provide at a later date if selected, etc." The reviewer will consider these answers non-responsive to the question. All responses must be made within the designated cell(s) of the worksheet provided.

WELLNESS EDUCATIONAL CONTENT, TOOLS & RESOURCES

33	List each educational service available to wellness participants. Are self-care books available if so include the additional costs in your pricing proposal and at what cost?	Viverae's educational services available to participants include webinars, online courses, and targeted programs. Viverae's 2016 webinars feature content licensed from HealthDay and include a corresponding newsletter and supplemental quiz. Online courses are designed to provide an educational overview of common areas of health and wellness and include supplemental quizzes, handouts, and workshops. Targeted programs features a series of videos focusing on individual lifestyles to help foster healthy changes; each program consists of four consecutive weekly sessions, quizzes, and handouts. Please see attached Learning Library Overview.
34	Provide a URL and password for a web site demo, if available.	Visit demo.viverae.com to login and begin experiencing MyViverae! 1. Username: BobJones760235@viverae; Password: 8zwNSpwZ 2. Username: MikeJones888696@viverae; Password: EPqEX3hm
35	Will you assist in employer-sponsored employee health education?	Yes, Viverae and Concentra will work with the City to provide employer-sponsored employee health education. MyViverae can include links and downloads about the City's educational health information, making it easy for participants to have easy access to all wellness materials. Viverae also offers a custom dashboard which allows for the City to post tailored announcements, videos, quizzes, and newsletters for participants.

D. CLINIC TECHNICAL

Notice: All questions must be answered. Please refrain from responding with a phrase such as "cannot provide at this time or will provide at a later date if selected, etc." The reviewer will consider these answers non-responsive to the question. All responses must be made within the designated cell(s) of the worksheet provided.

36	Do you have or will you assist the City of Corpus Christi in creating a web site for participants for health information, education, scheduling?	Yes, Viverae can assist the City in customizing the web portal and communications with client logos, colors and customer URL to enhance the user experience. Further customizations can be discussed and implemented based on the City's needs.
37	Will you participate in Annual Open Enrollment (approximately one month long)? Will you participate in New Employee Orientation twice a month at a location to be determined in the future within the City of Corpus Christi? Each Orientation will be a presentation from your company of about 15-20 minutes long.	Yes, Viverae and Concentra can participate in Annual Open Enrollment and New Employee Orientation.

D. CLINIC TECHNICAL

Notice: All questions must be answered. Please refrain from responding with a phrase such as "cannot provide at this time or will provide at a later date if selected, etc." The reviewer will consider these answers non-responsive to the question. All responses must be made within the designated cell(s) of the worksheet provided.

CONFIDENTIALITY / PRIVACY

38	Describe your policy relative to sharing, selling, or otherwise utilizing member usage and other member data.	Concentra never shares individual PHI with any party i.e., client (employer), insurance company, or other provider(s) without prior consent from the individual (as per HIPAA regulations). We take the privacy, security, and protection of our employees' and customers' confidential and personal information very seriously and we continue to implement enterprise-wide strategies to maintain HIPAA compliance. Our goal is to protect the privacy and security of individually identifiable health information and our clients' ability to use our services. Concentra maintains a Regulatory Support Services Department consisting of staff dedicated to tracking all proposed, pending and active legislative and regulatory developments that are directly applicable to Concentra's and our customers' business needs. A primary focus of this department is to research privacy and security regulations and legislation on both the federal and state level. We currently have and maintain privacy and security policies in accordance with the HIPAA Privacy and Security Regulation.
39	Describe your record keeping process and how you assure confidentiality of patient records.	Concentra understands the importance of ensuring confidentiality of personal health information and we maintain medical charts in accordance to the state practice acts governing their licensure. We provide all patients with the appropriate HIPAA consent forms and Notice of Privacy statements. Furthermore, we train all Concentra employees designated to provide services on the HIPAA regulations that cover the release of medical records, authorization forms, and personal health information.

RETURN ON INVESTMENT

D. CLINIC TECHNICAL

Notice: All questions must be answered. Please refrain from responding with a phrase such as "cannot provide at this time or will provide at a later date if selected, etc." The reviewer will consider these answers non-responsive to the question. All responses must be made within the designated cell(s) of the worksheet provided.

40	Describe how you measure return on investment including your methodology.	Concentra adopts a comprehensive approach to developing ROI modeling, which is inclusive of both primary and secondary cost drivers to provide our clients with a total cost perspective. It is a comparative, quantitative analysis that identifies the expenses of the onsite and compares to the savings of redirecting health care from community providers to the on-site center. Savings is documented as direct (actual health visit costs and utilization redirected to the on-site clinics) and indirect (reduced absenteeism and increased productivity). We calculate direct savings as follows: -Redirection of personal care physician, specialists, emergency room, and urgent care visits -Estimated savings through prescription education, adherence monitoring, and generic dispensing -Lab and radiology visits -Savings from the early detection of chronic conditions Indirect savings include time and salary saved from being treated at the on-site centers versus an off-site provider.
41	Are you willing to guarantee a return on investment? If so, describe the fees you will put at risk and the criteria you would proposed to measure your attainment of those objectives.	Concentra recognizes the importance of implementing performance guarantees and metrics and are willing to provide performance guarantees as part of our engagement with the City. During the next phase of the process, we will collaborate with the City to finalize the performance guarantee program structure, as well as identify specific KPIs, metrics, and associated fees at risk that are mutually agreeable to both parties. It is our desire to develop a performance guarantee program that that meets the City's business needs, drives the overall success of the program, and is mutually agreeable for both the City and Concentra. Please note, implementation of Concentra's IT system is a requirement for assessing performance guarantee metrics.

G. Additional Information

Understanding the Program Requirements

Program Overview

The City seeks to partner with a qualified wellness clinic management firm to oversee the operation of its employer-sponsored wellness clinic. The following table provides a high-level overview of our understanding of the City's desired program.

City of Corpus Christi On-site Program Requirements	
Location	6 th Floor of City Hall in Corpus Christi, TX
Program Participants	5,111 program participants including: ▪ Employees: 2,528 ▪ Dependents: 2,971 ▪ Retirees under 65: 134 ▪ Retiree dependents: 78
Scope of Services	Primary care, including but not limited to episodic care, disease management, and wellness programs focused on health promotion and disease prevention
Hours of Operation	Monday through Friday, 7:00 a.m. to 7:00 p.m.
Benefit Partners	▪ <i>Medical:</i> United Healthcare ▪ <i>Pharmacy:</i> Express Scripts ▪ <i>Broker/Consultant:</i> HUB International Insurance Services

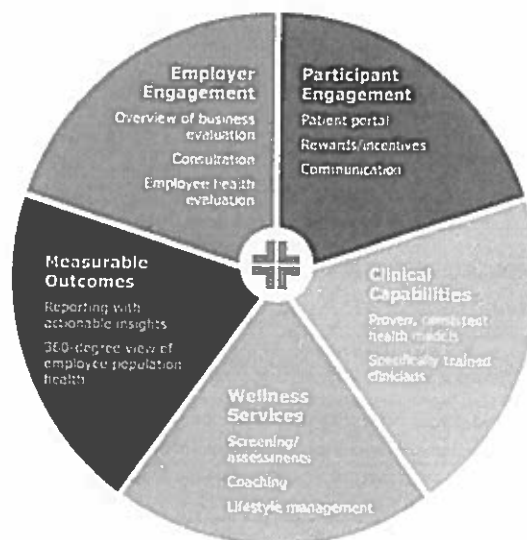
A Comprehensive Clinical Model for the City

Through our integrated, on-site health center model (hereinafter referred to as "Concentra Onsite Center", "on-site center", "on-site clinic", and "onsite"), Concentra is prepared to deliver an innovative solution that meets all stated requirements, delivers evidence-based care, supports long-term, sustainable personal health management, and creates a culture of well-being across the City's eligible population. What's more, our ability to provide all services through a single-vendor and seamlessly integrate with other City partners will provide a stable, efficient, and beneficial program for eligible participants.

Our research-based solution connects all aspects of health, performance, and well-being by aligning the five pillars of our best-in-class solution into a model that allows the onsite to serve as the "hub" for health and wellness programming and successfully meet the unique needs of the City's workforce.

By implementing our best-in-class model, the City will experience:

- A more engaged, healthier, and productive workforce
- Increased employee satisfaction
- Reduced health care costs and medical spend



We are prepared to leverage our experience and expertise of workplace health to offer the City a flexible, scalable solution that:

- Takes a holistic approach to clinical care that combines personal and well-being-focused care that encourages healthy lifestyle practices, improves productivity, and creates a healthier, more informed population
- Accommodates the City's hours of operation
- Follows a patient-focused service philosophy to provide the optimal patient experience and increased satisfaction
- Serves as a centralized resource to ensure employees, retirees, and their dependents are able to utilize all available benefit plan and community-based resources in order to successfully navigate through the health care system
- Offers a business model that delivers on the City's program requirements while adhering to evidence-based guidelines
- Includes experienced and professional account leadership capable of delivering consultative value and subject matter expertise to ensure strategic vision and long-term program growth
- Incorporates promotional tactics that improve patient engagement and increase center utilization

Our industry standing as a consumer and occupational health care leader, expertise in delivering tailored workplace health solutions, direct experience serving the City through our urgent care center, and commitment to service excellence make Concentra the ideal partner to deliver an exceptional on-site program for the City and its program participants.

Integrated and Scalable Solution

Concentra's integrated clinical model focuses on an individual's overall health and well-being by delivering primary and episodic care, as well as comprehensive wellness and disease management programming. Our clinical model embeds lifestyle elements that include dietary risks, high blood pressure, tobacco use, and stress in a manner that supports the City's focus on health promotion. By focusing on the holistic health and well-being, we offer progressive, population health-based programs that effectively assist our clients in achieving long-term health care goals.

In addition to our extensive clinical capabilities, Concentra's solution leverages the strategic relationship we developed with our partner, Viverae, to offer our clients a robust wellness service suite. The wellness programs offered can include biometric screenings, health risk assessments, disease management, coaching (telephonic or face-to-face depending on the staffing solution), and more. Viverae also offers a variety of health educational mediums and utilizes interactive videos, webinars, tutorials, and wizards with smart content-based options for members specific to their care plans, including recommendations based on their health profile and overall health assessment.

Experienced Staff

We will staff the on-site center with qualified, trained, credentialed clinicians and support staff. We manage on-site staff recruitment, hiring, and training in-house to ensure we place the right people in the right places, and all staff members are Concentra employees. We realize that each program is unique – one of Concentra's differentiating factors is that we are not a staffing agency; we hire clinicians specifically for each client engagement.

Our staff will drive practice efficiencies by adhering to the "*The Concentra Way*" service philosophy that we have developed and refined from delivering evidenced-based health care to more than 30,000 individuals a day and treating one in seven workplace injuries. We employ an evidenced-based, outcomes-focused approach that has set the standard for operational efficiency, clinical efficacy, and customer and member satisfaction. This approach has proven effective in returning people to work and to life faster and healthier.

Pioneering Technology

Concentra offers the industry-leading *GE Centricity Practice Management System (PM)* and *Allscripts Enterprise Electronic Health Record (EHR)*, hereinafter *GE/Allscripts*, to support our on-site solutions and better manage and integrate information. This tool enables robust data analytics and trending, along with the ability to support all aspects of the on-site program's clinical operations using comprehensive ICD 10-compliant and Meaningful Use-certified technology. Furthermore, offering a single PM/EHR platform enables Concentra clinicians to access patient records from any on-site center or Concentra Urgent Care location in the country, supporting continuity of patient care and exceptional customer experience.

For increased care coordination and administrative efficiency, *GE/Allscripts* also facilitates referral processes for diagnostic testing, specialist visits, and physical therapy while delivering robust, meaningful stewardship reporting. The system has an integrated referral module – referrals are flagged as orders in the EHR and all activity post-order is tracked within the referral module, including appointments, authorization, case status, and follow up.

A Successful Partnership

Concentra considers it a privilege to have direct experience serving the City through our *Corpus Christi* urgent care center. During the course of this engagement, Concentra has become knowledgeable of the City's guidelines and operational procedures, as well as the reporting processes and communication strategies necessary to ensure an ongoing and effective relationship with the City's leadership and workforce population.

We are prepared to leverage this unique insight to offer a comprehensive, on-site model that aligns with the City's mission, vision, and values, overall culture, and company objectives. Additionally, the on-site center will be supported by our local Corpus Christi urgent center where program participants will have access to ancillary services such as urgent care, occupational medicine, X-ray, and physical therapy. Please note, services delivered through our urgent care centers are on a fee-for-service basis.

Ability to Meet Minimum Qualifications

1. Willing and able to partner with the City to build best-in-class employer-sponsored capabilities that integrate seamlessly with internal and external wellness management initiatives.

Concentra's best-in-class on-site center model offers a coordinated approach through a single source for all available services, offering:

- Ease of access for individuals across the health continuum regardless of risk level
- ROI driven by utilization
- A program that is innovative, integrated, and relevant to the population

Our best-in-class model consists of the following elements:

Employer Engagement and Consultation	Data-driven insights and expert resources take the guesswork out of how to design and successfully implement a workforce health and wellness program
Participant Engagement	A program that participants want to use – one that is simple to navigate, personalized, confidential, and focused on their satisfaction and total well-being
Clinical Capabilities	Clinical capabilities are the foundation of a workforce health and well-being program and based on the City's overall program goals
Measurable Outcomes	Meaningful metrics and actionable insights provide a comprehensive view to chart ongoing program success
Wellness Services	A robust and proven offering of programs and services that are tailored to the clinical needs of the workforce and coordinated and integrated with the on-site services

We will align our comprehensive model to support and integrate with the City's existing programs to ensure a coordinated approach to care delivery that achieves measurable outcomes, encourages lifelong well-being, and supports the City's current and future initiatives.

2. Experience in engaging members in wellness and disease management capabilities and that exhibit the ability to promote patient-ownership and responsibility for personal wellness and compliance with recommended medical treatments.

Well-being services (i.e., wellness, disease management, lifestyle management, etc.) provide a natural starting point for on-site program planning and a steady supply of programs that help participants maintain a status of well-being. From the insights produced by employee health screenings, specific plans of action can be tailored to address significant health risks across a workforce population or for individual program participants. Well-being services extend access to care using multiple tools and resources made readily available to the participants. Through personalized and confidential offerings, individuals assume ownership of their health lifestyle choices and improve overall health and well-being.

Furthermore, making it easier for participants to find and use the information they need to take charge of their health and well-being is critical for both individual and program success. By improving access to health and well-being services, increasing awareness, and making information and resources easier to use, participants realize the maximum benefits of an on-site center program. Participant feedback coupled with utilization trends provides valuable insights, which drive appropriate adjustments to programs and services.

3. The ability to flawlessly execute a program that delivers the required services and goals in a creative, sequenced manner that allows for future modification and enhancement.

Concentra's model enables us to implement scalable solutions with flexible service combinations and varying staffing options that lead to improved well-being and reduced health care spend. We take great pride in innovatively delivering quality clinical solutions that surpass our clients' expectations and are unique to their specific needs. Our experience and resulting expertise sets us apart and uniquely positions us to manage and operate a successful on-site program for the City and its eligible participants.

4. The ability to provide dedicated and high-level customer service to City employees, dependents and retirees, the City's health management and benefits staff, and any vendors the City may engage in delivering benefits.

Concentra's philosophy is to provide the highest quality patient experience delivered with exceptional skill and consistency by engaged, welcoming, and respectful clinical professionals. By following best clinical practices delivered *The Concentra Way*, we are able to serve more patients with expanded capabilities and access. Concentra's *Orange Book values* and *Playbook service philosophy* ensure that we are able to provide the wide range of quality clinical services consistently across all locations. Experienced operational teams drive practice efficiencies regardless of clinical model or location, which positively influences the patient experience.

Orange Book Values

Concentra's commitment to renew our focus on the patient experience began with creating new mission, vision, and values (MVV) statements. These words defined our goal to provide superior customer service to every patient, during every visit. To ensure the message reached Concentra colleagues nationwide, we created the *Orange Book*, designed to guide colleagues in their service delivery. Concentra expects our employees to abide by the principles set forth in the *Orange Book* to ensure continued service excellence to all Concentra employers and their employees.



Ensuring a positive experience to every patient visiting our centers is a key initiative throughout Concentra's organization, from our Executive Leadership Team to our on-site center and urgent care center staff. Our colleagues strive to redefine patient care by treating each patient to a welcoming, respectful, and skillful experience. Concentra assures the City that the on-site staff will share this same passion and concern for patients; each individual will work tirelessly to ensure the employees enjoy a positive experience.

Playbook Philosophy

Using playbook precision and LEAN QI to implement and maintain program-specific guidelines, we ensure consistent care delivery and operational efficiency regardless of location. The Playbook consists of various sections dedicated to operations, clinical excellence, and customer experience, among others. While the Playbook outlines company-wide service and policy initiatives, certain aspects can be tailored based on the City's program.

These playbook principles are the guidelines that all on-site staff will follow; its purpose is to:

- Develop repeatable processes across Concentra sites nationwide
- Enhance collaboration among Concentra sites to help deliver consistency using a patient-focused approach
- Drive customer value and provide a best-in-class experience for patients, customers, and colleagues
- Create consistent expectations for our colleagues, which will provide a view of what best practices look like



Measuring Satisfaction

Following a center visit, Concentra conducts web-based patient satisfaction surveys offered through a third party vendor, Franklin Covey. Items measured include quality of the facility, staff, and services rendered; survey results drive process improvements. Concentra's leaders review the results, prioritize issues, and take action as necessary and appropriate. We consistently monitor satisfaction and will share feedback with the City during quarterly stewardship meetings.

We measure:

- **Net Patient Experience Rating (NPER)** – The NPER is the percentage of responses to the survey questions "Rate Your Overall Satisfaction" that are 9s and 10s (out of 10). The NPER is important because it is a predictor of whether someone is willing to recommend Concentra. *As of February 2016, Concentra's NPER for our on-site centers is 91%.*
- **Net Promoter Score (NPS)** – To track satisfaction, the NPS is a simple, but powerful metric for measuring customer satisfaction and, in turn, serves as an indicator of customer loyalty and potential business growth. NPS provides the means for gauging performance, establishing accountability, and prioritizing investments. Net Promoter indexes provide for actionable opportunities. *As of February 2016, Concentra's NPS for our on-site centers is 93%.*
- **Wait Time Communication/Satisfaction** – This measures how well a center is managing expected wait times and communicating those wait times to patients.

5. That are Competitive in terms of rates/fees, including financial and performance guarantees.

Competitive Pricing

Concentra's on-site center pricing structure is designed to drive maximum financial success for the City. This method of reimbursement focuses on total employee health and the City's return on investment. Our goal is to work with the City to provide a successful integrated on-site program that leads to long-term success and a mutually beneficial relationship. We are motivated to improve the overall health and quality of life for the City's employees and not to increase center volume in order to drive billable services.

Performance Guarantees

Through GE/Allscripts, we evaluate center performance, measure outcomes, and compare them against key performance indicators (KPI) to provide data-driven insights and drive best practices.

Key factors to measure program success consist of the following:

- Utilization of the center
- Engagement levels
- Patient satisfaction
- Improvements in health outcomes
- Improvements in productivity – reduced absenteeism, presenteeism, and time away from work
- Cost savings

Upon award, Concentra will engage the City's leadership team to discuss program goals and the associated metrics that define a successful clinic program. However, for the City's review, we provide Attachment D – Sample Performance Guarantees.

6. The ability to capture and report utilization, clinical quality and cost data for return on investment analysis, management, outcomes, and financial reporting.

Our technology platform offers robust data capture and meaningful use reporting capabilities that enable us to manage and integrate information and offer extensive data analytics and trend reporting. The system is able to produce reports for center visits, visit type, average cost per visit, ROI, health trending, clinical outcomes, lost time, and more. There are HIPAA considerations related to the release of individual test results and clinical interventions, so that will need to be taken into account prior to information being released in anything other than an aggregate format. We include Attachment E – Sample Report for the City's review.

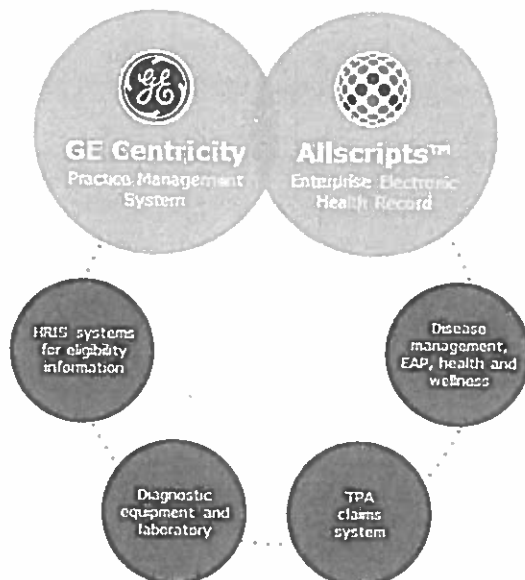
7. The ability to deliver electronic/web-based health records and patient education resources.

As mentioned, Concentra proposes GE/Allscripts to support the City's program. These systems collectively offer an integrated platform that enables Concentra clinicians to access patient records from any on-site center, Concentra Urgent Care Center, or telemedicine site in the country, supporting continuity of patient care and exceptional customer experience.

Overview

GE/Allscripts supports all clinical operations and reporting needs, improves clinical quality, and streamlines the information exchange process to ensure clinicians can quickly and accurately communicate information to patients and employers. The system also provides data-driven insights, allowing us to apply population management principles for measurable trend management. Our ability to capture member data in real time from multiple sources helps us learn the health and social behavior patterns unique to each individual and the population as a whole.

The following illustration depicts the various features of a GE/Allscripts technology solution:



Overview

- Comprehensive, best-in-class, ICD 10-compliant and Meaningful Use-certified technology that supports all aspects of the Concentra Onsite Center clinical and support operations, including Primary Care, Urgent Care, Occupational Medicine, Population Health Management
- Single EPM/EHR enables Concentra clinicians to access patient records from any Concentra Onsite Center or Concentra Urgent Care location in the country, supporting continuity of patient care and exceptional customer experience
- Web-based platform ensures integrity of medical data and access from any work station with proper security clearance
- Robust, meaningful stewardship reporting
- Platform facilitates referral processes for diagnostic testing, specialist visits, and physical therapy
- Single Sign On/Proximity Card for ease of use and security

GE Centricity

- Registration, scheduling, electronic verification of insurance coverage
- Electronic claims billing to insurance if needed
- Employee eligibility verification
- Interfaces with patient portal for online scheduling

Allscripts

- Computerized order entry and management with electronic integration with lab and X-ray vendors
- Supports both on-site dispensing and pharmacy e-prescribing
- Customized clinical documentation templates to support clinical operations
- Best practice, evidenced based, diagnosis specific care guides
- Integrated tasking and communication function

Integration Capabilities

GE/Allscripts offers extensive integration capabilities to third party administrators (TPA), which include HL7, XML, 837, and secure FTP among others. Presently, Concentra sends HL7 Continuity of Care Documents (CCD) to a large payer via Certify Data Systems on all patient encounters captured in Allscripts. We also have an established interface with a large wellness rewards program and can develop additional electronic data interchanges (EDI) depending on the desired level of integration. Specific requirements would need to be gathered and internal Concentra teams would work directly with end parties to fully understand unique needs. The process would follow standard software development lifecycle – requirements, design, development, testing, and deployment. An additional fee, assessed on a times and materials basis, may apply for EDI development.

8. That have well-developed, robust communications/marketing programs.

Concentra offers a variety of options for promoting the City's on-site program, which is the initial step in reaching optimal utilization. We outline our promotional strategy in **Tab D** of the City's questionnaire and include Attachment F – Sample Communication Materials for the City's review.

9. That possess an excellent track-record of integrating existing resources into their own resources in a smooth and efficient manner.

Coordination with our clients' TPA and vendors and the local health care community is common in most of Concentra's on-site programs and the solution we propose is uniquely positioned to complement and integrate with the City's existing health care partners. One of Concentra's goals is to collaborate with the City and its current health care partners to deliver a comprehensive suite of services that meet the needs of the eligible population and supports the City's goals and objectives to build a sustainable culture of health.

Concentra has data-sharing capabilities with our clients, and we will assess how we can begin the same sharing capabilities with the City's and its health plan partner to create a fully integrated program that benefits the City and its participants.

Upon award, we will begin collaborating with the City and its benefit plan partners to identify integration points and will continue to work with the City throughout the program's duration to ensure a coordinated approach to care delivery.

H. Solution Summary

Concentra's proposed program offers the City the following unique features and benefits:

Experience Providing Health Care Services

Concentra's extensive experience implementing, managing, and operating successful onsites by utilizing ***proven best practices*** enables us to offer a solution that delivers ***quality care and operational efficiency***.

Professional Leadership Team

The skilled and professional leaders we designate to oversee the City's program will ***ensure ongoing operational and medical compliance***, and will offer invaluable insight throughout all phases of the engagement.

Internal Recruiting

Concentra manages and conducts the recruiting efforts for all on-site positions using our internal recruiters, and we will take extensive measures to ensure the ***selected clinicians and support staff possess the appropriate skillset to render care at the onsite***.

Medical Resources

Concentra maintains a directory of each physician's training, licenses, board certifications, and other designations that make him/her an expert in their respective field. We also developed a Medical Advisory Board that lists physicians by specialty and expertise, allowing ***access to superior intellectual capital on a continual basis***.

Advanced Technology Solution

Concentra will implement the GE/Allscripts to manage and integrate information, ***enabling robust data analytics and trend reporting***.

Discounts Paid Forward

Concentra has negotiated significant discounts on medical supplies, equipment, and pharmaceuticals by leveraging our ***buying power of more than 400 medical centers*** (Concentra Onsite Centers and Concentra Urgent Care Centers) nationally.

Dedication to Service Excellence

Concentra offers extensive training tools and resources during new hire and ongoing annual training ***to ensure our employees remain current on industry trends, practice patterns, and regulations***. In addition, we track our customer service approach using nationally accepted survey tools to ensure we ***adhere to the highest level of service standards***.

Customized Programs

The City selects exactly what the onsite offers its eligible participants (i.e., primary care, preventive care, urgent care, wellness, occupational medicine, etc.) In essence, we will manage the City's onsite to not only accommodate, but also exceed program goals while meeting the needs of the eligible population.

Concentra appreciates the opportunity to present our services and capabilities to the City of Corpus Christi.

I. Attachments

Concentra includes the following attachments for the City's review:

- A: City-required Forms
- B: Legal Exceptions and Sample Agreement
- C: Certificate of Insurance
- D: Sample Performance Guarantees
- E: Sample Report
- F: Sample Communication Materials
- G: Concentra Financials
- H: Leadership Team Qualifications
- I: Sample Invoice
- J: Client Case Studies
- K: Executive Summary
- L: Learning Library Overview
- M: 2016 Health Topics Calendar

Attachment A
City-required Forms



SUPPLIER NUMBER
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: Concentra Health Services, Inc.

P. O. BOX: _____ STREET ADDRESS: 5080 Spectrum Drive, Suite 1200W

CITY: Addison STATE: Texas ZIP: 75001-

FIRM IS: 1. Corporation ☒ 2. Partnership ☐ 3. Sole Owner ☐
4. Association ☐ 5. Other ☐

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
<u>N/A</u>	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
<u>N/A</u>	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
<u>N/A</u>	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
<u>N/A</u>	_____
_____	_____
_____	_____

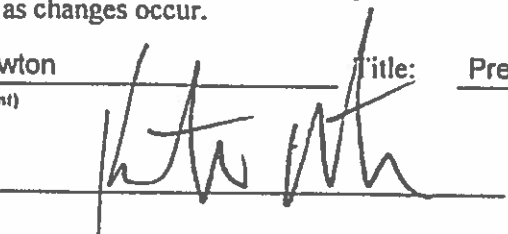
FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Keith Newton Title: President and Chief Executive Officer
(Type or Print)

Signature of Certifying Person:  Date: 3/10/2016

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.

CITY OF CORPUS CHRISTI
PURCHASING DIVISION
BUSINESS DESIGNATION FORM

ENSURE THIS FORM IS SUBMITTED WITH YOUR BID RESPONSE

PLEASE INDICATE WHETHER YOUR COMPANY IS ANY ONE OF THE FOLLOWING:

☐ YES ☒ NO - CERTIFIED HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Select all that are appropriate:

- ☐ ASIAN PACIFIC
- ☐ BLACK
- ☐ HISPANIC
- ☐ NATIVE AMERICAN
- ☐ WOMAN

Please visit the following website for information on becoming a Texas Certified HUB: <http://www.window.state.tx.us/procurement/prop/hub/>

☐ YES ☒ NO - LOCAL SMALL BUSINESS (LSB)

A for-profit entity employing less than 49 employees located within the City limits of Corpus Christi, Texas

☐ YES ☐ NO OTHER (PLEASE SPECIFY):

☒ THIS COMPANY IS NOT A CERTIFIED HUB or LSB

THE INFORMATION REQUESTED IN THIS FORM IS FOR STATISTICAL REPORTING PURPOSES ONLY AND WILL NOT INFLUENCE AWARD DECISIONS OR THE AMOUNT OF MONIES EXPENDED WITH ANY GIVEN COMPANY.

EVENT NO: 103

Firm Name: Concentra Health Services, Inc.

Telephone: 800-232- 3550 Ext.

Address: 5080 Spectrum Drive, Suite 1200W

Fax: 972-725- 6439

City: Addison State: TX Zip: 75001 -

E-mail: kris_troncoso@concentra.com
(primary contact)

Signature of Person Authorized to Sign Form

Date: 3/10/2016

Signer's Name: Keith Newton
(Please print or type)

Title: President and Chief Executive Officer

1 of 1

Version V1.0.312

Attachment B
Legal Exceptions and Sample Agreement



Response For Supplier: Concentra Health Services Inc

Event # : 103-1

Name: Employer-Sponsored Wellness Clinic

Description: The City of Corpus Christi (City) hereby issues this Request for Proposal (RFP). The City is seeking proposals from providers or management firms interested and qualified to oversee the operation of the Employer-Sponsored Wellness Clinic.

Preview Date:

Q & A Open Date: 02/22/2016 12:35:00 PM

Open Date: 02/22/2016 12:35:00 PM

Q & A Close Date: 03/04/2016 05:00:00 PM

Close Date: 03/14/2016 12:00:00 PM

Dispute Close Date:

Responded To: 1 Out of 1 Lines

Total Bid Amount: 0.01 USD

Response Attachments

Attachment

City of Corpus Christi_RFP 103_Concentra Exception

Line Responses

Line 1: EMPLOYER-SPONSORED WELLNESS CLINIC

Item: EMPLOYER SPONSORED CLINIC EMPLOYER-SPONSORED WELLNESS CLINIC

Commodity Code: 958-56 Health Care Management Svcs (Including Managed Care Svcs)

Quantity: 1.0000

UOM: EA

Bid Quantity: 1.0000

Unit Price: 0.01000

Extended Price: 0.01

No Charge: No

No Bid: No

March 4, 2016

1:15:55 PM

Page 1

Event # 103-1: Employer-Sponsored Wellness Clinic

Vendor Item: EMPLOYER-SPONSORED WELLNESS CLIN EMPLOYER-SPONSORED WELLNESS CL

Comments: Concentra provides pricing as part of the hard copy submission, in accordance with the RFP instructions, page 4, section 1.4. We hereby submit Exceptions to Terms and Conditions during the question and answer period.

March 4, 2016

Lydia Juarez, Procurement Officer
City of Corpus Christi
Purchasing Division
1201 Leopard St.
4th Floor, City Hall
Corpus Christi, TX 78401-2825

RE: Request for Proposal for an Employer-sponsored Wellness Clinic, RFP No. 103
Exceptions to RFP Specifications

Dear Ms. Juarez:

Concentra appreciates the opportunity to respond to the City of Corpus Christi's (the City) Request for Proposal (RFP) No. 103 for an employer-sponsored wellness clinic. We acknowledge that by submitting a proposal, the proposer commits to the terms and conditions proposed for inclusion in the City's final agreement and that any deviations should be submitted during the question and answer period, ending Friday, March 4, 2016. As such, Concentra's Legal and Risk Departments reviewed the terms, conditions, and insurance requirements outlined in the City's RFP and made minor modifications to the language therein. In accordance with *RFP Sections 2.4, Terms and Conditions, and 2.17, Exceptions to RFP Specifications*, we submit to the City our deviations to the terms and conditions immediately following this letter.

Specifically, our submission includes:

- An explanation of Concentra's request
- Redlines of the City's agreement (Attachment A)
- Sample Concentra agreement for on-site center services (Attachment B)

In an effort to create a mutually beneficial agreement, Concentra's legal counsel welcomes the opportunity to proactively engage the City in discussions regarding our recommended changes. Our goal is to ultimately create an agreement that not only outlines the schedule of services, but also protects the business interests of both the City and Concentra. Should you have any questions regarding this correspondence, please feel free to contact me via phone or by e-mail.

Concentra values the City's consideration of our request and we look forward to the opportunity to present our proposal.

Respectfully submitted,

Kris Troncoso
Assistant Vice President
National Accounts
Phone: 713.542.6251
E-mail: kris_troncoso@concentra.com

Explanation of Concentra's Request

Concentra has reviewed the City's terms and conditions. We have a great deal of experience with on-site health care facilities, and we utilize our own standard agreement to specify the responsibilities of the parties, taking into account the unique nature and regulatory requirements for health care services. Concentra requests that the City utilize Concentra's standard agreement for this relationship, if awarded. We include a sample as Attachment B – Sample Concentra Onsite Center Agreement.

If the City is unwilling to utilize Concentra's standard agreement, we request the following changes to the City's terms and conditions:

As set forth in the attached redline (Attachment A – Modifications to Terms and Conditions):

- *Paragraph 2: Fee* – Concentra has added standard language to reflect the manner in which price increases are determined and applied, as well as standard payment terms.
- *Paragraph 3: Term* – Concentra has added standard language for renewals, providing the parties adequate advance notice if the contract is not be renewed. This is necessary due to the complex nature of on-site health facilities and the planning required to successfully close/transition such a facility.
- *Paragraph 13: Termination* – Concentra has added standard termination language and requirements, including mutual termination without cause.
- *Paragraph 17: Indemnification* – Concentra will not indemnify the City for the City's own negligent or intentional acts or omissions.

In addition, Concentra requests the following paragraphs be added to the City's terms and conditions, to capture the unique nature of this relationship:

Information Systems. The City shall comply with Contractor's technology components and Security requirements required to perform the Services as provided in Exhibit C [see Concentra's standard agreement]. Contractor will provide its standard software/hardware and systems support required to deliver the Services. Contractor 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 Contractor unless otherwise mutually agreed to by the Parties.

Eligibility Files. The City shall provide Contractor the initial eligibility file at least thirty (30) days prior to the Anticipated Open for Business Date. The City shall provide ongoing weekly updates, which shall include the participant eligibility file necessary to enable Contractor 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, Contractor will provide eligibility file standards to the City upon request. After execution of this Agreement, the City will cooperate with Contractor to identify specific data required to fulfill this Agreement. Contractor shall communicate the file specifications to the City, including the automated process for ongoing file transmission. The City acknowledges that Contractor cannot provide services and reporting without eligibility files from the City meeting the specifications as provided by Contractor.

Claims Data. The City shall provide to Contractor, at a minimum, a summary of the medical and pharmacy claims data for the eligible and targeted participants enrolled in the City's health plan(s), for the previous twelve (12) months for the purpose of calculating the onsite clinic's return on investment (ROI). Contractor shall communicate the summary data required to use in the analysis. If the data is not provided to Contractor, the ROI will be calculated using industry assumptions and may not reflect the actual ROI experienced by the City, and any performance guarantees associated with a customized City ROI will not be applicable.

Temporary Onsite Center Shutdown; Holidays.

(a) **Temporary Shutdown.** The term "Temporary Shutdown" shall include: (i) a furlough (of any nature) imposed by the City; (ii) maintenance at the City's business location that prohibits reasonable access; (iii) an unforeseen conflict at the Onsite Center not caused by Contractor or its personnel prohibiting reasonable access; or (iv) any other closure of the Onsite Center or the City's business location for reasons outside of Contractor's control. The City shall compensate the Onsite Center personnel, pursuant to Exhibit B, 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 City designated holiday which is not a Contractor recognized holiday.

Non-Solicitation and Non-Recruitment. The parties acknowledge and agree that the relationship between Contractor and its affiliate employees who work with the City in the performance of Services hereunder (each an "Affiliated Employee"), and the Contractor's relationship with its employees, constitute a valuable asset of Contractor. Therefore, the City shall not, either during the term of this Agreement or for a period of one (1) year after the termination of this Agreement for any reason whatsoever, hire any Affiliated Employee or induce, or attempt to induce, directly or indirectly, any Affiliated Employee to leave his or her employ with Contractor, unless Contractor provides written consent. If the City (or, a new medical provider to Company) solicits or hires an Affiliated Employee in violation of this Section 9, Contractor may terminate this Agreement immediately and, upon written notice to the City, shall receive from Clint a fee for each Affiliated Employee solicited or hired in an amount equal to one (1) times the annual salary of each such Affiliated Employee within thirty (30) days from such date of notice.

Custodian. Contractor shall serve as the custodian of medical records created at the Onsite Center(s) during the Term of this Agreement. Contractor, while the custodian of medical records shall abide by all local, state, and federal requirements for such record retention during the Term of this Agreement. The City acknowledges that Contractor will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order as applicable, or as provided by applicable law). The below shall control the retention and/or release and delivery of medical records or data upon termination of the Agreement and the City's written request:

- (i) Upon the termination of this Agreement for any reason, the City shall execute a custodial agreement with Contractor and any new third-party medical provider ("New Medical Provider"), as applicable, to ensure all parties' compliance with applicable laws. Contractor shall provide the City with such custodial agreement for execution. The City 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 City 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 City 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 the City or New Medical Provider(s). If historical medical records were provided to Contractor by the City or any third-party, such historical records shall be provided to the City or New Medical Provider(s) in the same manner and condition as provided to Contractor. Upon payment by the City, the parties will make best efforts to deliver and/or transfer such records within two (2) weeks, or a mutually agreed upon date.
 - (iii) If Contractor is replacing an existing third-party medical provided (a "Prior Medical Provider") as part of a transition of service at the Onsite Center, Contractor shall become the medical record custodian as of the open for business date of the Onsite Center and all parties must execute a custodial agreement thirty (30) days prior to the Onsite Center Anticipated Open for Business Date to ensure all parties' compliance with applicable laws. The City shall provide Contractor written notice of the intended format and delivery of all records created to Contractor sixty (60) days prior to the Anticipated Open for Business Date. Such delivery shall include any medical records, required data, software applications previously used, and required data conversions proposed. Any fees associated with such transfer of the above materials from the Prior Medical Provider shall be at the City's sole expense.
- (b) Access. The City is not entitled to access any patient medical records except to the extent allowed by law. Contractor is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Contractor may only disclose protected health information as authorized by and to the extent allowed by law.

Security Audit Rights.

- (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 the City 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 the City or a third-party.
- (b) In the event that the City utilizes a third-party provider, including contractors or sub-contractors, to provide Information Technology Resources, the City shall ensure that such third-party providers agree to abide by the requirements of this section.

- (c) Upon reasonable advance written notice, Contractor 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. Contractor reserves the right to use appropriate tools and technology to monitor, encrypt, or scan as appropriate. Contractor shall be provided reasonable access to premises and technology resources to verify conformance to the terms of this Agreement. Contractor 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 Contractor's election. Contractor shall have the right to copy, at its own expense, any record related to the Services performed pursuant to this Agreement.

Contractor's Personnel.

- (a) Contractor is solely responsible for the hiring, training, and performance management of all Contractor employees at the Onsite Center. The City may provide Contractor written feedback regarding a Contractor employee performance issue. Upon such feedback, Contractor will conduct an investigation of the applicable facts and circumstances. If Contractor determines that termination of such Contractor employee is not warranted, then the City will be assessed the remaining monies due to such Onsite Contractor employee 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 herein 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 the City. 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, Contractor is required to provide replacement personnel (the "Back-Fill Personnel") at and Onsite Center due to scheduled or unscheduled absences of any Contractor employee (which includes, but is not limited to, physicians, physician assistants, registered nurses, physical therapists, etc.) provided by Contractor at the Onsite Center, then Contractor 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 Contractor cannot provide such Back-Fill Personnel equal to the position required from the already assigned Onsite Center personnel, then Contractor must request an agency or other available Contractor employee to provide such Back-Fill Personnel equal to that Contractor 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 Contractor uses such an agency or other Contractor employee 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 City on a monthly basis as a standard Service under this Agreement.