

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR
EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES
PURSUANT TO RFP 16-019**

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

WITNESSETH

WHEREAS, County desires that Contractor provide Employee Health and Wellness Clinic Services pursuant to and accordance with the requirements of RFP 16-019; and

WHEREAS, CONTRACTOR submitted a proposal in response to RFP 16-019 and Contractor represents that it is qualified and desires to perform such Services.

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

AGREEMENT

Section One. Services

- A. Contractor shall render on-site medical and wellness services to participating county employees, retirees and dependents (hereinafter "clinic patients") in accordance with the advertised specifications of RFP 16-019, attached as Exhibit A, specifically including those services enumerated in paragraphs 9 – 16, and the services described in Exhibit B to this Agreement. Contractor shall meet or exceed Exhibits A and B, unless requirements are modified by the written agreement of the Parties (hereinafter "Services").
- B. For purposes of this Agreement, these pages shall be considered deleted from Exhibit B and are not included in Contractor's Services: *Next Level Urgent Care After Hours Care Capitated Model* (2pages) and *Attachment C Scope of Services Onsite Pharmacy Turnkey Proposal* (5 pages).

11/02/2015 original returned to Norma @ Purchasing

- C. The Parties agree that the Primary Care services to be provided shall include, but are not limited to: health promotion, disease prevention, health maintenance, counseling, patient education, diagnosis and treatment of acute and chronic illnesses which may involve collaborating with other health professionals, and utilizing consultation or referral as appropriate.
- D. Contractor shall design its services to accommodate a minimum of 20 patient appointments each day the clinic is open.
- E. Contractor shall not bill or otherwise solicit payment from Clinic patients, County or from County's group health plan for Services, other than as provided for in the Compensation and Payment Section of this Agreement.
- F. Contractor shall communicate all requests for direction, factual or statistical information relating to Services to the Fort Bend County Risk Management Director. However, the Fort Bend County Risk Management Director shall not serve as the agent of Fort Bend County or the Commissioners Court for any purpose other than conveying factual or statistical information. Contractor may rely on all factual or statistical information supplied by the Fort Bend County Risk Management Director in response to these requests.

Section Two. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by their conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.
- C. All persons (whether Contractor's employees or Contractor's contractors) providing services under this Agreement shall submit to a background investigation conducted by the County's Human Resources Department. County may accept a criminal background investigation consisting of a minimum of five (5) years state and federal inquiry conducted by Contractor if conducted within the ninety (90) days of hire by Contractor.
- D. At all times during the Agreement, Contractor shall ensure that Contractor's personnel maintain in good standing all professional license(s) and accreditation(s) applicable to Services. Contractor shall perform all acts necessary to ensure that Contractor's personnel maintain and improve their professional competence and training. Contractor

shall notify County within two (2) business days if any adverse action related to personnel professional license(s) or accreditation(s) occurs.

Section Three. Use of Clinic Space by Contractor

- A. Services shall be provided by Contractor at a County owned or leased building, hereinafter referred to as "the Clinic," as determined by County, which Contractor may use only for the purpose of providing health and wellness clinic operation services for County. The Clinic is located at 301 Jackson Street, Richmond Texas. Except as may be stated in writing provided to County, Contractor has inspected the Clinic and found it acceptable in "as is" condition for the performance of the Services.
- B. Any and all improvements of the Clinic, including any changes, modifications or additions, requested by Contractor shall be reviewed and approved in advance by County's Facilities Management & Planning Department Director and County's Risk Manager, and shall, if approved, be constructed by County and funded by County unless otherwise mutually agreed by the Parties. Any and all improvements to the Clinic shall become part of the Clinic and shall remain subject to this Agreement and shall be surrendered by Contractor upon termination of this Agreement. Personal property, furniture, and equipment removable without damage to the Clinic structure and paid for by Contractor shall remain the property of Contractor at all times.
- C. Contractor shall have the right to erect graphics or signs within or upon the Clinic, provided that: (1) Contractor shall bear the cost of all graphics or signs placed within the Clinic; and (2) all graphics and signs shall be approved in advance by County's Facilities Management & Planning Department Director and County's Risk Manager.
- D. County shall not be responsible for any loss or damage to any equipment or supplies of Contractor, its agents, employees or subcontractors, unless such loss or damage is proven to have been caused by the negligence of County. Contractor shall immediately report any and all lost items to County.
- E. Contractor shall be responsible for the lawful disposal of hazardous medical waste generated within the Clinic and those other items that the parties mutually agree to in writing after the commencement date of this Agreement. Contractor shall keep the Clinic in a clean, safe and attractive condition. County shall be responsible for utilities and facility maintenance of the Clinic to include the foundation, roof, exterior walls, main plumbing, central heating and cooling, utilities and custodial services.
- F. It is the responsibility of Contractor to promptly notify County's Facilities Department when maintenance/repair service is required including service for medical equipment. Contractor shall utilize the County Work Order system for all repairs and replacements which must be approved by County's Facilities Department prior to maintenance or repair service commencing.

Section Four. Compensation and Payment

A. Equipment and Supplies

1. Initial Set Up Fee: The County will make payment to Contractor within 30 days of receiving an approved invoice for the purchase of the items described in Exhibit B, Tab 4, Section 18.4 which are initially required by Contractor for the provision of Services. Any supplies or equipment purchased as part of initial set up or thereafter will be marked as County property and inventoried in accordance with County policy.
2. Contractor shall develop procedures whereby all supplies utilized at the Clinic are tracked and inventoried. Contractor shall include in monthly invoices the costs for supplies necessary for operation of the Clinic to be reimbursed by the County. Contractor shall not charge County any surcharge, handling charge or markup for any supply or equipment purchase or repair.

B. Contractor's fees shall be calculated in accordance with Exhibit B, Tab 4, and Section 18.0. The Maximum Compensation for the performance of service, which includes all staffing, fees, administrative and operating costs for all Services shall not exceed \$1,886,920, including start up fees, over the twenty-four month term plus any adjustments allowed in 4.C. This amount is generally payable monthly in the amount of \$73,580.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

C. Upon each anniversary of this agreement the fees will increase in accordance with the seasonally adjusted, consumer price index – all urban consumers, medical care services. The contract renewal increase will be a minimum of three percent (3%) not to exceed six percent (6%) of the previous year's contract fees. All other pricing and discounts will remain the same.

D. All performance of Services by Contractor, including any changes in the Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

E. County will pay Contractor based on the following procedures: Contractor shall invoice County no more frequently than monthly by submitting to County two (2) original copies of invoices showing the amounts due for Services performed in a form acceptable to County and invoices for purchases. County shall review such invoices and approve them with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days of receipt of the invoice. County reserves the right to withhold payment of all or part of an invoice pending verification of satisfactory work performed and actual cost for items purchased.

- F. Travel and mileage expenses incurred in the performance of required Services will be compensated only when approved in advanced by County and provided that expenses comply with the County's Travel Policy, a copy of which is attached as Exhibit D to this Agreement.

Section Five. Limit of Appropriation

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

Section Six. Term

The term of this Agreement shall be for a period of twenty-four (24) months, commencing on January 1, 2016, and ending at the close of business on December 31, 2018, with two (2) additional one-year renewal options on the same terms and conditions at County's sole discretion. Either party shall have the right to terminate this Agreement as provided herein.

Section Seven. Termination

- A. Termination for Non-Appropriation: County shall have the right to terminate this Agreement in the event of non-appropriation of funds by the County's governing body. County shall provide Contractor with sixty (60) days advanced written notice of such non-appropriation termination. County shall compensate Contractor, in accordance with the fee schedule as provided in Exhibit B, for Services provided proper to the date of termination specified in the notice. Contractor shall not be entitled to lost or anticipated profits should County choose to exercise its option to terminate for non-appropriation of funds.
- B. Termination for Convenience: After the initial twelve (12) months of the twenty-four (24) month term Either Party may terminate this Agreement at any time upon 150 days written notice.
- C. Termination for Default
 - 1. This Agreement may be terminated in whole or part for cause in the following circumstances:

- a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If either party materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to the other Party's reasonable satisfaction within a period of thirty (30) calendar days after receipt of notice specifying such breach or failure.
2. If, after termination, it is determined for any reason whatsoever that a party was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience in accordance with Section 7A above.
- D. Upon termination of this Agreement, County shall compensate Contractor in accordance with the Compensation and Payment Section above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in the Compensation and Payment Section above.
 - E. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section Eight. Modifications and Waivers

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

Section Nine. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and non-patient identified records of Contractor for the purpose of verifying

the amount of work performed under the Scope of Services. County may review any and all of the Services performed by Contractor pursuant to this Agreement, along with the use and occupancy of the Clinic authorized under this Agreement. County's right to inspect survives the termination of this Agreement for a period of four years.

Section Ten. Medical Records

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

Section Eleven. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 2. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 3. Professional Liability insurance with limits not less than \$1,000,000.
 4. Medical Malpractice Liability Insurance: Medical Malpractice Liability Insurance shall be maintained with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in aggregate.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability.
- C. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- D. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

- E. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- F. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- G. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section Twelve. Indemnity

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

Section Thirteen. Confidential and Proprietary Information

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

shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

Section Fourteen. Independent Contractor

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

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

Section Fifteen. Notices

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

County:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Risk Management Attn: Director 301 Jackson, Ste. 224 Richmond, TX 77469
Contractor:	Next Level Urgent Care, LLC 2415 Town Center # 300 Sugar Land ,TX 77478

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 15 (A) and 15 (B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section Sixteen. Compliance with Laws

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

Section Seventeen. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor shall endeavor to meet the Performance Indicators/Objectives described in Exhibit C beginning January 1, 2016. Contractor guarantees that it will achieve the Performance Indicators/Objectives beginning May 1, 2016 or as noted in the Exhibit and agrees to place up to eleven percent (11%) of its administration fee at risk as outlined in Exhibit C. Contractor will prepare a monthly report stating its performance by Performance Indicator. The report will be provided to Fort Bend County Risk Manager with a copy to Fort Bend County Purchasing Agent within 15 days after the end of the month covered in the report. While performance will be monitored monthly, liquidated damages, if any, will be the percentage of Contractor's administration fee based on the annual performance results upon a final determination that a performance standard has not been met. Any payment from Contractor will be paid to County, if due, annually by Contractor, or offset at County's option, from payments due in the following month's invoice after liquidated damages have been determined.

Section Eighteen. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they

are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section Nineteen. Applicable Law

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

Section Twenty. Successors and Assigns

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

Section Twenty-One. Third Party Beneficiaries

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

Section Twenty-Two. Severability

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

Section Twenty-Three. Publicity

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

Section Twenty-Four. Captions

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

Section Twenty-Five. Entire Agreement

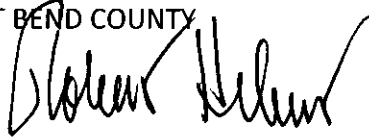
This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto is Exhibit A: *RFP 16-019*; Exhibit B: *NEXT LEVEL URGENT CARE, LLC RESPONSE TO RFP 16-019*; Exhibit C: *Supplemental Negotiated Terms*; Exhibit D *County Travel Policy*; all of which are incorporated by reference as if set forth herein verbatim for all purposes.

Section Twenty-Six. Conflict

In the event there is a conflict, the following have priority with regard to the conflict: first: this document titled *Agreement for Health and Wellness Clinical Services Pursuant to RFP 16-019*, second: Exhibit C, *Supplemental Negotiated Terms* third: Exhibit A, *RFP 16-019* fourth: Exhibit D *County Travel Policy*; fifth: *Exhibit B, NEXT LEVEL URGENT CARE, LLC RESPONSE TO RFP 16-019*.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2015.

FORT BEND COUNTY

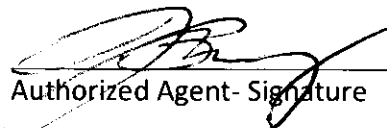


Robert E. Hebert, County Judge

10-27-15

Date

NEXT LEVEL URGENT CARE, LLC



Authorized Agent- Signature

Juliet Brezina MD

Authorized Agent- Printed Name

CEO

Title

10/22/2015

Date

ATTEST:

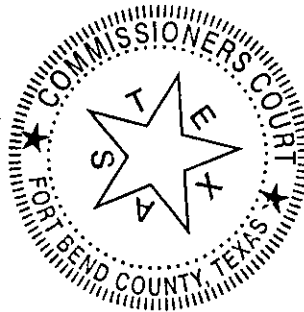


Laura Richard, County Clerk

Reviewed:



Wyatt Scott, Director
FBC Risk Management



Approved as to legal form:

Assistant County Attorney

Attachments

- Exhibit A: RFP 16-019
- Exhibit B: NEXT LEVEL URGENT CARE, LLC RESPONSE TO RFP 16-019
- Exhibit C: Performance Indicators/Objectives
- Exhibit D: County Travel Policy

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,886,220.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

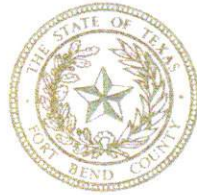


Robert Edward Sturdivant, County Auditor

EXHIBIT A

RFP 16-019

Fort Bend County Specification Download Acknowledgment



***Request for Proposals
Employee Health and Wellness Clinical Services
for Fort Bend County
RFP 16-019***

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

- Vendor Responsibilities:**
- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
 - Vendors will submit responses in accordance with requirements stated on cover of document.
 - Vendors may not submit responses via email or fax.

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

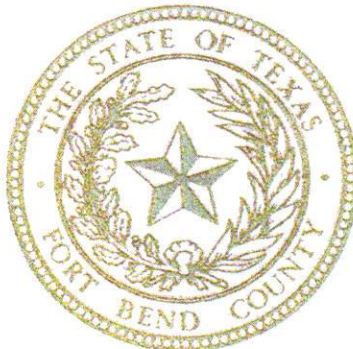
Facsimile Number

Email Address

Signature

Date

*Fort Bend County, Texas
Request for Proposals*



*Employee Health and Wellness Clinical Services
for Fort Bend County
RFP 16-019*

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to
assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, August 6, 2015
1:30 PM (Central)

LABEL ENVELOPE:

RFP 16-019
Employee Clinic Services

***ALL RFPS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF
FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***RFPS RECEIVED AS REQUIRED WILL THEN BE OPENED AND THE NAMES
OF THE RESPONDING VENDORS PUBLICLY READ.***

RFPS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided after final
agreement approved by Commissioners Court.

Fort Bend County is always conscious and
extremely appreciative of your effort in the
preparation of this RFP.

Requests for information must be in
writing and directed to:

Gilbert Jalomo, CPPB
Purchasing Agent
gilbert.jalomo@fortbendcountytexas.gov

Vendor Information

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

Telephone Number

Facsimile Number

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Authorized Representative and Title (printed)

Authorized Representative's Email Address

Signature of Authorized Representative

Date

1.0 INTRODUCTION:

Fort Bend County, Texas (hereafter referred to as the (“County”)) seeks Proposals for selection of firm (“Respondent”) to provide County Employees, Dependents and Retirees On-Site Primary Medical Clinic Services (“Project”) in accordance with the terms, conditions and requirements set forth in this RFP.

2.0 PRE-RFP CONFERENCE:

A Pre-RFP conference with site visit will be conducted on **Thursday, July 23, 2015 at 10:00AM** (Central). The pre-RFP conference will be held at the Fort Bend County Purchasing Department located at 301 Jackson, Suite 201, Richmond, Texas. All firms are encouraged to attend.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent’s proposal. All communications regarding the Proposal shall be directed to the County’s Proposal Contact. Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Gilbert Jalomo, CPPB
County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Gilbert.Jalomo@fortbendcountytexas.gov

4.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 4.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.

- 4.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of one-hundred twenty (120) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 4.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 4.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 4.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

5.0 PROPOSAL SUBMISSION:

- 5.1 Questions concerning this RFP must be submitted in writing to:

Questions concerning this RFP must be submitted in writing to Proposal Contact. Responses to questions will be issued in writing only, verbal questions and responses will not be considered. Deadline for submission of questions and/or clarification is, **Friday, July 24, 2015, at 3:00PM** (Central). Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 5.2 When submitting a proposal in response to this request the following are required:
 - 5.2.1 One (1) original, five (5) electronic response on CD or flash drive. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive will result in disqualification.
 - 5.2.2 Insure that this RFP is included in your proposal and that all the information requested on the cover of this RFP is completed.

5.2.3 Provide a title page showing the RFP subject, name of Respondent, address, telephone number, fax number and email address. The title page must be signed by an officer of the firm.

5.2.4 Provide all required elements as stated.

5.3 Proprietary Information:

If a proposal includes any proprietary content or information that the Respondent does not want disclosed to the public, such content or information must be clearly identified on every page on which it is found. Content or information so identified will be used by Fort Bend County officials and representatives solely for the purpose of evaluating proposals and conducting contract negotiations.

5.4 Cost of Proposal Preparation:

The cost of preparing a response to this RFP is not reimbursable to Respondent.

5.5 Modification or Withdrawal of Proposals:

Any proposal may be withdrawn or modified by written request of the Respondent prior to the deadline for submission. Modifications received after the submission deadline will not be considered. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. Revisions will be permitted after submission and before final contract award for the purpose of obtaining the best and final offer.

5.6 Preparation of Proposal:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Fort Bend County representatives to make a fair evaluation of the company and the proposal.

5.7 Confidentiality of Proposals:

Proposals will be opened on the date specified on the cover page and kept secret during the process of negotiations. Only the names of the Respondents will be made public at time of opening. All proposals that have been submitted shall be open for public inspection only after final contract award, subject to the requirements of the Texas Public Information Act.

5.8 Contract Award:

Award of contract will be made by Fort Bend County Commissioners Court to the responsible company(s) who has been determined to be the best evaluated offer resulting from negotiations. Fort Bend County reserves the right to reject any or all proposals and is not obligated to award a contract pursuant to this request for proposals.

5.9 Exceptions to the RFP:

Any and all exceptions, conditions or qualifications to the provisions contained herein must be clearly identified as such together with reasons for taking exception, and inserted in the proposal along with associated costs.

6.0 INSURANCE:

- 6.1 All Respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, Respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.
- 6.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the contractor and its employees as insured:
 - 6.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 6.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 6.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 6.2.4 Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
 - 6.2.5 Medical Malpractice Liability Insurance: Medical Malpractice Liability Insurance shall be maintained with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in aggregate.
- 6.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of contractor shall

contain a waiver of subrogation in favor of County and members of Commissioners Court.

- 6.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 6.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 6.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

7.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 7.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 7.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 7.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

- 7.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 7.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 7.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 7.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

8.0 TENTATIVE SCHEDULE OF EVENTS:

Release of RFP: July 15, 2015
Pre-RFP Meeting: July 23, 2015
Deadline for Questions: July 24, 2015
Submission Due Date: August 6, 2015
Evaluation of Submissions: Week of August 10, 2015
Site Visits: Week of August 17, 2015
Commissioners Court Permission to Negotiate: September 1, 2015
Negotiations: Week of September 7, 2015
Final Contract Approval Commissioners Court: September 22, 2015

9.0 SCOPE OF WORK:

- 9.1 Fort Bend County seeks a company to offer on-site medical services to its employees, retirees and dependents to include but not limited to the following:
 - Primary care
 - Minor emergency care
 - Health risk assessments and wellness program
 - Call support
 - Immunizations
 - Injections
 - New hire physicals
 - Exams and screenings required pre-employment drug testing
 - Prescriptions/Formulary

Pharmaceuticals
Disease management
Primary care case management.
Worker's Compensation back to work programs
Post-accident drug test collection
Radiology

- 9.2 In addition to on-site healthcare, the County desires the on-site medical services to provide health risk assessments and handle job injury services including treatment of injuries and case management. The County is also interested in disease management services driven by its health plans medical and pharmacy claims data so it can reach members who don't access the clinic. The provider will work with County to establish a wellness program to provide educational, intervention and incentive programs. The provider must have software capabilities that will allow integration to Third Party Administrators who provide claims adjudication services for the County health plan and the workers compensation program. The provider must also have software capabilities that will allow integration with the County system. The provider will also coordinate services with the medical plan, workers compensation plan, E.A.P program and any pre certification program utilized by the County medical program or workers compensation program. The provider must comply with Texas Health and Safety Code, Chapter 181, Medical Privacy and all guidelines and regulations set forth in the Health Insurance Portability and Accountability Act (H.I.P.A.A.) and will be required to sign an H.I.P.A.A. Business Associate Agreement with the County.

10.0 PRIMARY CARE:

- 10.1 On-line appointment scheduling must be available
- 10.2 Describe the types of problems/medical conditions that can be addressed on-site.
- 10.3 Describe the medications to be administered on-site.
- 10.4 Physician(s) must have hospital privileges in Fort Bend County area hospitals, provide list of hospitals.
- 10.5 Walk-in, sick call.

11.0 WORKERS' COMPENSATION:

- 11.1 Describe the types of problems that can be addressed on-site.
- 11.2 What if a medical condition escalates?

11.3 Describe the role of the On-site physician in conjunction with Worker's Compensation injuries.

11.4 Describe process for determining fitness for duty.

12.0 COMMUNICATION PLAN & MEMBER SERVICES:

Please provide a proposed communication plan for introducing onsite healthcare and wellness program and reference the ongoing communication process. Outline your company's responsibilities in these processes. Please include copies of your educational materials and timelines for distribution.

12.1 How can employees, retirees and dependents communicate with the medical team?

12.2 How do you determine locations of service and standard hours of operation for member services?

12.3 Will you utilize existing resources for clinics?

12.4 What staffing do you envision?

12.5 What days and hours of operation do you recommend (including walk-in and sick call program)?

12.6 Describe your availability to provide health care on nights and weekends.

12.7 Is your health risk assessment available both on-line and off-line?

12.8 Can your website be linked with the County's website?

12.9 Describe your ability to communicate with an employee, retiree and dependent population that is geographically dispersed. Provide examples if appropriate.

12.10 Discuss the frequency and type of communications that eligible persons will receive throughout the program period.

12.11 How can an employee, retiree or dependent access your company for Member Services after hours?

12.12 Provide your web address and any access codes needed to explore your services.

12.13 Are you willing for County to use its own branding in communication and program materials?

12.14 24 hour nurse on-call.

13.0 ADDITIONAL SERVICES:

Describe any additional services your company can provide including any additional costs for these services (Tele-Medicine).

14.0 IDENTIFICATION OF HIGH RISK INDIVIDUALS:

Understanding that there are a variety of methodologies for implementing a HRA/targeted intervention process, please explain in detail the HRA/targeted intervention model that your organization would recommend be implemented. Explain the rationale behind your recommendation. Please keep in mind that this needs to be a confidential process following all H.I.P.A.A. guidelines. How would your company identify high-risk members?

- 14.1 Please describe your methodology for tracking and intervening with high risk members on an on-going basis.
- 14.2 Do you stratify members by severity of risk for complication? Please elaborate.
- 14.3 What Health Risk Assessment (HRA) do you use and how long have you used it? List all risk factors you identify in your profile. Please provide a sample HRA in your response.
- 14.4 How often do you recommend that the members have an HRA?
- 14.5 Please describe turnaround time for each of the following areas:
 - 14.5.1 Providing the HRA results to individuals.
 - 14.5.2 Contacting individuals for possible interventions.
 - 14.5.3 Providing County with a summary report of the initial HRA results.
- 14.6 Please describe how your organization would provide a system to assist HRA participants' in completion of their questionnaires and in the interpretation of their personal profile.
- 14.7 What level of participation can we expect in years one, two and three of this program?
- 14.8 Describe how your organization will set and reach participation goals?
- 14.9 Do you recommend using incentives? If so, please describe the incentives your organization recommends.
- 14.10 Please describe your plan to involve new employees in the HRA process.

14.11 Please describe your capabilities to update an individual's HRA record while conducting follow-up calls.

14.12 How does your HRA monitor and report individual change from year to year?

15.0 INTERVENTION:

How do you link to on-site or community programs (Employee Assistance Program, wellness screenings, etc.)?

16.0 MEASUREMENT TOOLS & RESULTS:

Provide a copy of your quality assurance program. This should include standards measurement criteria for onsite healthcare activities, costs, outcomes, HRA, disease management, member services, member intervention, and educational materials.

16.1 How would you propose measuring the outcomes and success of the overall program including a model Return on Investment (ROI)?

16.2 Describe your standard management reports. Describe your custom reporting capabilities and the associated costs. Please provide a recommendation and examples of reports that you would provide County.

16.3 Provide examples of the following:

16.3.1 Onsite healthcare activity report

16.3.2 HRA and member profile

16.3.3 Member participation

16.3.4 Member intervention

16.3.5 Financial summary/savings report

16.3.6 Are management reports available online?

16.3.7 Ad Hoc report capabilities

16.4 Describe how your program specifically evaluates the effectiveness of primary care case management. Include any results of the evaluation as an attachment.

16.5 Provide all clinical indicators used to track the success of the program and the results, if any, by year since inception of the program.

- 16.6 Describe specifically how records for individuals with both personal health and job injury clinic experience will be managed.

17.0 HIPAA COMPLIANCE:

- 17.1 Is your firm H.I.P.A.A. compliant?
- 17.2 Describe your system for the assurance of personal health data security.
- 17.3 Have your network security systems ever been breached? Describe.
- 17.4 Include a copy of your H.I.P.A.A. Business Associate Agreement

18.0 PROPOSED PROGRAM COSTS:

It is the County's intention to provide onsite health care and Population Health Management services including health risk assessment to every employee, retiree and their dependents participating in our self-funded medical plan and all employees who are covered under our workers compensation program. Please include the following in your detailed pricing:

- 18.1 staffing including each doctor, consulting/specialty care
- 18.2 Baseline fees, general administrative and operating costs
- 18.3 pharmaceuticals,
- 18.4 Start-up costs / fees, bonds, insurance, supplies, misc. expenses
- 18.5 Indicate all payment terms and conditions

19.0 GENERAL INFORMATION:

- 19.1 The County shall have the right to reject the employment by the Respondent of any person or firm, and to require the removal of any person or firm employed or engaged by the Respondent, when it deems such action to be in its best interest and in the best interest of attaining successful implementation of its health care services program.
- 19.2 All Respondent personnel, including the personnel of its sub-respondent and agents, will be subject to security background checks and clearances by the Fort Bend County prior to being granted admittance to County facility. In each instance, the individual and the Respondent will provide such cooperation as may be reasonably required to complete the security check. The County agrees to perform such security checks timely and not unduly delay such checks.

- 19.3 All permits and licenses required by federal, state or local laws, rules and regulations necessary for the implementation of the work undertaken by the Respondent pursuant to the contract shall be secured and paid for by the Respondent..
- 19.4 The Respondent shall be responsible for contracting for the disposal of all general waste, including infectious or hazardous waste. The material must be removed from the facility and disposed of as regulated by federal, state and local laws. All costs related to the removal and disposal shall be at the expense of the Respondent.
- 19.5 The Respondent shall propose provision of a complete pharmaceutical system to support medical program implemented by Respondent.
- 19.6 The County shall have the unfettered right to monitor the Respondent's work in every respect. In this regard, the Respondent shall provide its full cooperation, and ensure the cooperation of its employees, agents, and sub-respondents. Further, the Respondent shall make available for inspection and/or copying when requested, original time sheets, invoices, charge slips, credentialing statements, continuing education and training records, and any other data, records and accounts relating to the Respondent's work and performance under the contract. In the event the Respondent does not hold such material in its original form, a true copy shall be provided.

20.0 EVALUATION FACTORS:

Contract award will be made to the Respondent whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of service, price and other evaluation factors set forth in this RFP and in accordance with The County Purchasing Act of the TEXAS LOCAL GOVERNMENT CODE.

- 20.1 **Basic Requirements:** Initially, the proposal will be examined to determine if it “qualifies” in that it meets the basic requirement for consideration. This review will pertain to such matters as adequate responsiveness to the RFP, necessary signatures, completeness, and clarity with respect to such essential factors as price. Failure of the proposal to meet the basic requirements of a proposal may disqualify it from further consideration.
- 20.2 **Evaluation of Qualifying Proposals:** Having determined that a proposal meets the basic requirements, the Evaluation Committee will then evaluate it with respect to each of the following elements:

Technical (Maximum 10 points): The Evaluation Committee will review the proposal for its completeness, see how the respondent will approach the task of initiating and then fully implementing its program, look at the proposed health care

delivery system in all its facets including how desired results will be attained. In all, proposal's clarity, understanding of issues, completeness of program, and demonstration of assurance of performance as to quality and efficiency will be weighted when scoring this category.

Staffing (Maximum 30 points): In evaluating this criterion, the Evaluation Committee will look at what is proposed as a staffing pattern for the Facility. Included in the review of this portion of the proposal will be: staffing levels (e.g., physicians, mid level providers, RNs and LPNs). Resume for each proposed staff member will be provided.

Qualifications/References (Maximum 35 points): Included in this criterion of the evaluation will be: Length of time respondent has been in the business of providing health care services in clinic setting; current and recent history of past performance by the Respondent of a similar nature to the performance offered in response to the RFP; any evidence submitted (letters of reference) or readily attainable regarding the quality of past performance and the reliability of responsiveness of the Respondent; the apparent capabilities of the Respondent to perform well in the execution of its obligations under a contract with the County as evidenced by its leadership and management personnel, size of organization, length of time in business, past performance, and other current contractual obligations defining the Respondents capability to undertake and successfully fulfill the obligations proposed to be undertaken by its submission of a proposal in response to this RFP. Respondent should outline experience with clients of the same size and/or same vicinity/state as this County.

Price (Maximum 25 points): The stated lump sum base price for full performance in meeting the requirements of the RFP will be of major consideration under this category. In further reviewing "price", the Evaluation Committee may also refer to the line item information that has been provided.

21.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

21.1 Respondents are required to follow the outline below when preparing their proposals:

Title Page
Table of Contents
Executive Summary

- 1 Technical response
- 2 Staffing
- 3 Qualifications/References
- 4 Price

- 21.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.
- 21.3 Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with Respondent qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of past projects. Include a list of current and/or pending installations, including number of licensed users.
- 21.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Technical (Maximum 10 points): The Evaluation Committee will review the proposal for its completeness, see how the respondent will approach the task of initiating and then fully implementing its program, look at the proposed health care delivery system in all its facets including how desired results will be attained. In all, proposal's clarity, understanding of issues, completeness of program, and demonstration of assurance of performance as to quality and efficiency will be weighted when scoring this category.

Tab 2

Staffing (Maximum 30 points): In evaluating this criterion, the Evaluation Committee will look at what is proposed as a staffing pattern for the Facility. Included in the review of this portion of the proposal will be: staffing levels (e.g., physicians, mid-level providers, RNs and LPNs). Resume for each proposed staff member will be provided.

Tab 3

Qualifications/References (Maximum 35 points): Included in this criterion of the evaluation will be: Length of time respondent has been in the business of providing health care services in clinic setting; current and recent history of past performance by the Respondent of a similar nature to the performance offered in response to the RFP; any evidence submitted (letters of reference) or readily attainable regarding the quality of past performance and the reliability of responsiveness of the Respondent; the apparent capabilities of the Respondent to perform well in the execution of its obligations under a contract with the County as evidenced by its leadership and management personnel, size of organization, length of time in business, past performance, and other current contractual obligations defining the Respondents capability to undertake and successfully fulfill the obligations proposed to be undertaken by its submission of a proposal in response to this RFP. Respondent

should outline experience with clients of the same size and/or same vicinity/state as this County.

Tab 4

Price (Maximum 25 points): The stated lump sum base price for full performance in meeting the requirements of the RFP will be of major consideration under this category. In further reviewing "price", the Evaluation Committee may also refer to the line item information that has been provided.

22.0 EVALUATION PROCESS:

- 22.1 After the proposals are received, the evaluation team shall evaluate each proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for over all proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with Respondents, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.
- 22.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview.
- 22.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 22.4 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 22.5 All proposals submitted are to be valid for a period of one-hundred twenty (120) days.
- 22.6 Site visits may be required. Respondents may be required to facilitate such visits; however County will be responsible for all travel costs associated with any and all site visits.

23.0 AWARD:

Proposals will be opened on the date specified on the cover page and kept secret until the Fort Bend County Commissioners Court awards a final negotiated contract. Only the names of the

Respondents will be read aloud during the opening. All proposals that have been submitted shall be open to public inspection after the contract award.

24.0 ADDITIONAL REQUIRED FORMS:

All Respondents submitting are required to complete the attached and return with submission:

24.1 Respondent Form

24.2 W9 Form

24.3 Tax Form/Debt/Residence Certification

25.0 ATTACHMENTS:

1. Med Participants for June 2015
2. Clinic Number of Appointments
3. Clinic Procedures Report



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #		Dun and Bradstreet #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
County	<input type="checkbox"/> Fort Bend County Other: _____	
Phone/Fax Number	Phone: _____	Fax: _____
Contact Person		
E-mail		
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(f)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ACTIVE PARTICIPANTS	
EE'S	2128
DEPS	2285
TOTAL	4413

RETIREE PARTICIPANTS	
RETIREES	477
DEPS	255
TOTAL	732

GRAND TOTAL	5145
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Month	Urgent Care	Primary Care	Occ-Med	Total
1	314	86	51	451
2	262	48	49	359
3	244	114	33	391
4	285	118	47	450
5	200	166	54	420
6	178	240	57	475
7	193	197	31	421
8	265	57	38	360
9	223	117	54	394
10	161	36	46	243
11	168	210	36	414
12	243	217	52	512
Annual Total	2736	1606	548	4890

**OTHER SERVICES
FOR CALENDAR YEAR 2014**

Health Coaching Sessions	285
Flu Vaccinations	900
Pre-Employment Physicals	256
Pre-Employment & Post-Accident Drug Testing	640

Other Activities:	
Group Sessions, i.e., Lunch & Learn	
Wellness Education Opportunities	

CPT Code	2014	2015 YTD	Total
10060	1	0	1
10120	0	0	0
10121	0	0	0
11042	2	0	2
11200	6	1	7
11730	0	0	0
11750	2	0	2
12001	0	0	0
12002	0	0	0
12020	0	1	1
13121	1	0	1
16025	0	0	0
16030	0	0	0
20005	3	0	3
20526	0	0	0
20551	1	0	1
20552	1	1	2
20553	1	0	1
26011	1	0	1
26115	1	1	2
29130	1	0	1
29131	3	0	3
36415	308	111	419
36416	10	8	18
69200	1	0	1
69210	89	29	118
70100	0	0	0
70110	0	0	0
70140	1	3	4
70150	0	0	0
70160	1	1	2
70210	5	2	7
70220	5	4	9
70250	2	3	5
71010	2	8	10
71020	140	72	212
71022	1	0	1
71100	7	1	8
71101	3	2	5
71110	1	1	2
71111	1	0	1
71120	0	1	1
72040	21	7	28
72050	0	0	0
72052	0	3	3
72069	0	1	1
72070	6	4	10
72072	2	3	5
72080	6	2	8
72100	50	21	71
72110	0	0	0
72114	0	0	0
72120	0	0	0
72170	6	1	7
72190	0	0	0
72220	1	0	1
73000	3	1	4

CPT Code	2014	2015 YTD	Total
73020	2	0	2
73030	17	11	28
73060	1	0	1
73070	4	1	5
73080	3	5	8
73090	6	2	8
73100	3	5	8
73110	16	3	19
73120	4	12	16
73130	25	11	36
73140	9	3	12
73500	1	3	4
73510	5	3	8
73520	2	1	3
73540	1	0	1
73550	3	1	4
73560	6	13	19
73562	45	20	65
73564	2	2	4
73565	2	0	2
73590	4	1	5
73600	3	9	12
73610	24	5	29
73620	9	21	30
73630	40	12	52
73650	2	0	2
73660	7	0	7
74000	11	8	19
74010	0	0	0
74020	14	0	14
74022	3	4	7
80048	9	1	10
80053	382	112	494
80061	433	124	557
80074	75	26	101
80076	4	5	9
80100	158	54	212
80502	0	0	0
81000	58	5	63
81001	19	12	31
81002	496	137	633
81003	36	28	64
81025	117	32	149
82043	18	8	26
82150	29	10	39
82247	2	0	2
82248	3	0	3
82270	43	18	61
82306	18	14	32
82465	0	0	0
82550	1	5	6
82552	0	1	1
82565	0	0	0
82607	21	12	33
82670	5	0	5
82728	57	8	65
82746	2	1	3

CPT Code	2014	2015 YTD	Total
82947	153	25	178
82948	1	1	2
82962	63	21	84
83020	2	0	2
83036	61	33	94
83540	31	1	32
83550	37	8	45
83615	1	0	1
83690	12	0	12
83735	10	2	12
84075	0	1	1
84146	5	0	5
84153	25	5	30
84165	2	0	2
84402	0	0	0
84403	9	0	9
84436	43	11	54
84439	241	109	350
84443	199	65	264
84445	1	1	2
84460	3	0	3
84479	11	3	14
84480	90	3	93
84481	145	53	198
84484	1	0	1
84512	1	0	1
84520	6	0	6
84550	40	10	50
84702	0	0	0
84703	2	0	2
85014	1	0	1
85018	69	16	85
85025	385	161	546
85045	6	2	8
85060	0	0	0
85378	3	0	3
85576	2	0	2
85610	13	6	19
85651	25	5	30
86038	18	5	23
86140	13	0	13
86160	1	0	1
86256	0	0	0
86308	28	11	39
86430	10	2	12
86580	7	2	9
86592	22	6	28
86618	1	0	1
86663	0	1	1
86677	0	0	0
86694	0	1	1
86696	0	1	1
86703	74	29	103
86735	0	0	0
86762	2	0	2
86787	3	0	3
86803	12	5	17

CPT Code	2014	2015 YTD	Total
87045	7	1	8
87070	41	13	54
87081	0	0	0
87086	128	22	150
87088	145	68	213
87110	26	13	39
87177	2	3	5
87210	0	0	0
87340	6	7	13
87340.1	3	7	10
87430	2	5	7
87480	12	2	14
87490	8	1	9
87510	30	6	36
87590	58	25	83
87621	1	0	1
87804	311	155	466
87808	33	7	40
87880	641	345	986
88141	20	3	23
90471	94	33	127
90472	2	0	2
90473	2	0	2
90474	1	0	1
90636	2	0	2
90657	2	0	2
90658	37	1	38
90715	121	44	165
90736	1	1	2
90746	14	8	22
93000	92	38	130
94010	64	15	79
94060	5	3	8
94200	5	2	7
94640	110	74	184
94760	2	0	2
96360	1	1	2
96372	51	19	70
97597	1	6	7
97598	0	0	0
99024	1	0	1
99080	3	0	3
99201	4	5	9
99202	74	8	82
99203	54	18	72
99204	248	93	341
99205	6	0	6
99211	1	5	6
99212	11	5	16
99213	464	154	618
99214	778	373	1151
99215	1	0	1
99385	40	6	46
99386	48	15	63
99387	1	0	1
99394	3	0	3
99395	4	0	4

CPT Code	2014	2015 YTD	Total
99396	15	3	18
99397	2	0	2
99401	1	0	1
99402	0	0	0
99403	2	0	2
99406	0	1	1
99408	4	4	8
99499	1	0	1
A4217	0	0	0
A4550.4	1	1	2
A4550.5	2	1	3
A4550.6	2	0	2
A4565	16	7	23
A4570.2	3	1	4
A4570.3	0	1	1
A4570.4	9	5	14
A4590.2	0	2	2
A4649.5	1	0	1
A4649.8	2	0	2
A4649.9	3	1	4
A6250.2	1	2	3
A6252.3	11	0	11
A6252.4	0	0	0
A6252.5	1	0	1
A6253.1	2	1	3
A6253.2	26	6	32
A6253.4	1	1	2
A6449.1	10	3	13
A6449.2	37	11	48
A6450	6	2	8
A6453.1	0	0	0
A6453.2	3	0	3
E0100.1	9	7	16
E0100.2	5	0	5
E0110	32	15	47
E0114	5	2	7
E1399.19	1	1	2
J0690	0	0	0
J0696	10	3	13
J0780	0	0	0
J1020	2	0	2
J1030	23	4	27
J1040	3	3	6
J1055	1	0	1
J1100	1	0	1
J1200	0	4	4
J1885	5	2	7
J2550	0	0	0
J3301	75	23	98
J3420	0	1	1
J7120	1	0	1
J7609	49	37	86
J7611	34	12	46
J7637	0	0	0
L1810.1	1	0	1
L1810.2	2	0	2
L1810.3	0	1	1

CPT Code	2014	2015 YTD	Total
L1810.5	3	3	6
L1820.1	8	2	10
L1820.2	2	0	2
L1902.2	0	0	0
L1902.4	4	3	7
L1902.5	2	2	4
L3260.1	2	1	3
L3260.3	22	9	31
L3260.4	8	0	8
L3806.2	2	0	2
L3807.1	0	0	0
L3808.2	2	1	3
L3908.1	1	0	1
L3908.10	2	0	2
L3908.2	0	0	0
L3908.3	0	1	1
L3908.5	2	1	3
L3908.7	1	0	1
L3908.8	1	0	1
L3908.9	8	7	15
L3923.2	1	1	2
L3929.1	1	0	1
L4360.3	4	4	8
L4360.4	2	0	2
L8499	0	1	1
V2755	1	0	1

Fort Bend County Employee Health and Wellness Clinic Services
RFP #16-019
Respondent Questions and County Answer
July 31, 2015

NOTE: Fort Bend County has attempted to address each question as accurately as possible; however, some questions we're noted NA (Not Available or Not Applicable).

Q=Respondent Question

A=County Answer

Q -Could you provide 12-24 months of historic claims data or your most recent plan performance reports, including annual medical and Rx spend? This information will be helpful as we develop the ROI proposal, especially if broken down into inpatient, outpatient, professional services, etc.

A-The RFP is not requesting an ROI calculation but rather for a ROI calculation model.

Q-Has a location(s) and/or space been selected for the clinic?

A-Travis Building, Employee Health and Wellness Center, 301 Jackson Street, Richmond, Tx

Q-Who is your current health plan provider, and what is your renewal date?

A-Self-funded, Boon-Chapman TPA, 01/01/2016; Concentra Health Services operates the employee clinic. Renewal date 1/1/2016.

Q-Do you have an existing wellness program, wellness services, screenings, and/or health incentives?

A-Yes-HRA, Biometrics, Health Coaching, Monthly Health Education events, Flu Shots

Q-What is the preferred launch date for the clinic?

A-January 1, 2016

-

Q-Could you provide a census report?

A-All reports available have been attached to RFP

Q-What is the geographical distribution of your employees, dependents, and retirees?

A-70-75% of Employee population live in FBC Precinct I (zip codes 77469,77471,77406, 77461)

Q-Will you utilize existing resources for clinics?

A-Yes

Q-Does Fort Bend County have existing supplies and/or medical equipment available for use in the new clinic?

A-Yes

Q-Could you share the county's current monthly cost to run the on-site clinic?

A-\$65,000 average/month

Q-Is this a flat rate contract inclusive of supplies and medications or is there a variable component to the contract?

A-Capitated agreement that adds the cost of supplies, radiographic reading, IT licenses and software upgrades.

Q-Does the county pay one vendor for all clinic expenses or are some of the current clinic services outsourced to other vendors?

A-Pay to one Vendor

Q-What type and brand of radiography equipment is on-site?

A-Konica Minolta Regius Nano CR

Q-Could you share the percentage of patients seen annually with the ICD-9 Code 250.xx (Diabetes)?

A=See CPT Code report submitted with RFP, otherwise, unavailable

Q-Could you share the percentage of patients seen annually with the ICD-9 Code 401.xx (Hypertension)?

A-See CPT Code report submitted with RFP, otherwise, unavailable

Q-Can you clarify the total visits made by all covered members, including the visits to the current on-site clinic provider and the visits to outside providers?

A-All visits in RFP report are to the employee clinic

Q-What are the current hours of operation for the clinic?

A-Monday & Friday 7:00 am- 4:00 pm, Tues-Thursday 9:00 am – 6:00 pm. Closed daily from 1:00-2:00 for lunch.

Q-What are the current positions/roles of the current staff in the clinic?

A-Part-time MD for treatment and PA oversight, full time PA, RN for treatment, office manager and Health Coach, CRT/MA for medical assistance and radiology operation, MA for front desk, labs, medical assistance.

Q-Is the current staff meeting patient needs in terms of wait times, appointment scheduling and disease management?

A-Historically yes, however, utilization has materially increased since 4th quarter 2014 that additional staffing is being considered

Q-Does the current physician have hospital privileges in Fort Bend County area hospitals?

A-No

Q-What is Fort Bend County currently averaging in costs per month and per year for clinic operations?

A-Previously Answered.

Q-Can we bid just on the wellness/DM components?

A-Yes

Q-“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.’ We have an office with over 400 people in Texas, but it is not our principal place of business. Would this qualify for a resident bidder? Do resident bidders receive priority over non-resident bidders in the evaluation process?

A-This is an RFP therefore the Resident bidder statute does not apply.

Q- (pg. 14) “The County shall have the unfettered right to monitor the Respondent’s work in every respect.” If we are allowed to just provide wellness/DM components, what would “unfettered right to monitor our work” look like? Online monitoring?

A-N/A

Q-“ The County shall have the right to reject the employment by the Respondent of any person or firm, and to require the removal of any person or firm employed or engaged by the Respondent, when it deems such action to be in its best interest and in the best interest of attaining successful implementation of its health care services program.” Does this just apply to anyone who comes onsite?

A-Yes

Q-Can you say more about what you are looking for in terms of a health risk assessment?

A-We are seeking your HRA input, currently HRA includes survey of healthy or unhealthy lifestyle choices, such as “If you use nicotine, how often, Do you wear a seatbelt, fillable for Bp, sugar, weight. This assessment includes biometric for blood pressure, sugar level, cholesterol. Next year it will include test for nicotine. Following assessment, participant receives one on one counseling. Process is HIPAA protected and confidential.

Q-You mentioned many components of a wellness program during the bidder’s conference that were of interest to you, but perhaps not specifically called out in the RFP. Can you reiterate those, and are there others?

A-We seek Respondents input.

Q-Please provide details on current clinic staffing and hours of operation.

A-Previously Answered.

Q-How much time is booked for patient appointments? Does the length of appointment time differ by service offered?

A-Appointments are scheduled 20 minutes apart. Provider determines length of appointment time as necessary.

Q-Are all appointments scheduled, or are walk in appointments allowed? Do you perform DOT physicals?

A-We seek responders input, currently walk-ins are allowed, but scheduled appointments are given preference.

Q-If so, how many DOTs physicals are performed annually?

A-Recently started performing DOT physicals, approximately 90 annually.

Q-Do you wish to retain current staff? Does current vendor have a non-compete with staff?

A-Unknown if current vendor has non-compete agreements with current staff. FBC is open to retaining current staff.

Q-Is your clinic phone number published for patients?

A-Yes

Q-Currently, how do patients schedule appointments?

A-Mostly on-line (preferred), however, some are made by phone as well.

Q-Why is it necessary for Providers to have local hospital privileges? Are Providers responsible for seeing admitted patients?

A-We are interested in Primary Care in the clinic with referral ability to our PPO Network Providers when necessary.

Q-Does Fort Bend County own all of the supplies in the clinic?

A-Yes

Q-Please provide an inventory of computers, medical equipment and supplies.

A-NA

Q-Other than flu shots, what vaccinations are provided at the clinic?

A-All school requirement vaccination as required by the State of Texas including tetanus.

Q-How will existing patient data in the current EMR be retained/transferred to the new management's EMR?

A-Coordinated transfer between Providers

Q-Will there be a cost associated?

A-Unknown

Q-The RFP calls for the submission of resumes of potential staff. How is this feasible by August 6 if new management would not take over until January 2016?

A-If proposed staff are unknown, resumes will not be required.

Q- Would it be possible to obtain a copy of the questionnaire in a Word file format?

A-No

Q-In terms of the health center eligibility provided on page 26, can you please provide the following breakdown:

The solicitation indicates that all employees irrespective of their plan enrollment would be eligible. The active employee count provided totals 2,128. What is the number of non-enrolled employees?

A-Correction, only Plan Participants are eligible for clinic services, all employees are eligible for flu shot initiative and other wellness activities (exercise and lunch & learns) outside of the clinic other than HRA/Biometric. Estimated number of non-enrolled employees is 160.

Q-At what age is dependent child care is expected to be provided?

A-Five years old

Q-If possible, please provide an eligibility file for spouses / dependent children and retirees detailing residential zip codes by member. This will enable us to assess geographic impact on utilization for non-employees (assuming they will be eligible).

A-Previously Answered

Q-What is the average employee age?

A-Average Clinic Participants Age is 39 yrs old

Q-What % of the employee population is male?

A-Average Male using clinic is 49.4%

Q-What is the average employee turnover % annually?

A-12.9%

Q-What is the average hourly wage equivalent for employees?

A-NA

Q-Do you know the number of work loss days per 100 employees?

A-NA

Q-Who is the current onsite clinic vendor?

A-Concentra Health Services

Q-What is the current staffing model in place?

A-Previously answered

Q-What are the current hours of operation?

A-Previously answered

Q-Is it desired that any of the current staff would transition to the new vendor?

A-Previously answered

Q-If yes, which positions?

A-NA

Q-Can you share current staff salary information?

A-NA

Q-Do you know if the current staff have non-compete agreements that would preclude them from maintaining their current position?

A-Previously answered

Q-How long has the current clinic been in operation?

A-Into third year

Q- What are the pain points that are leading them to evaluate the market for a replacement provider?

A-End of Contract

Q-The clinic appointment data provided on page 27 indicates there were 548 Occ-Med visits in CY'14. Are these appointments inclusive or exclusive of the 256 pre-employment physicals?

A-Exclusive

Q-Can you elaborate on what specific occupational medicine services are being counted in this number? Does it reflect reportable and non-reportable work related injury treatment?

A-Yes, any industrial injury that does not require emergency room treatment, including occupational exposures. It does reflect all work related injury regarding of reportable status.

Q-Does the current drug testing program include Breath Alcohol Testing?

A-Yes

Q-Are all drug tests sent to an MRO for confirmatory testing or only those with a positive result?

A-All drug tests are submitted to an independent third party drug testing company who has an MRO.

Q-In terms of pre-employment / new-hire physicals – beyond a standard history gathering and general physical what are the components of the County’s pre-employment physical? Does it include specific testing? Please describe in detail.

A-County requires standard pre-employment/ new hire physicals.

Q-Is X-ray currently provided onsite?

A-Previously answered

Q-If yes, Does the County own the X-ray equipment?

A-Previously answered

Q-If yes, can you provide a detailed description of the equipment make, model, etc.?

A-Previously answered

Q-Please confirm that the 900 flu vaccines indicated on page 27 are being administered in the clinic.

A-Clinic staff administers most vaccines at worksites, balance of remaining vaccinations are then given in the clinic.

Q-Does the County have a preference regarding the staffing model, i.e., Physician directed vs. Nurse Practitioner directed?

A-Seeking input from responders

Q-Section 9.2 leads me to interpret that an Occupational Case Manager is being requested as part of the staffing model. Is that a correct assumption?

A-No we are not interested in staffing a Occupational Case Mgr. We would like the cases medically managed as appropriate to care and early to return to work intervention. In regards to disease management, our expectation is for the medical providers to manage chronic conditions as appropriate for primary care.

Q-Who is the County’s medical carrier(s) / TPA?

A-Boon-Chapman

Q-What is the plan year?

A-Calendar year

Q-Please describe the current plan design(s), i.e, is there a HDHP in place?

A-NA

Q-Is a Health Savings Account tied to the HDHP?

A-NA

Q-If yes, what is the total number enrolled employees, spouses and children on the HSA plan?

A-NA

Q-Is participation in the HSA plan expected to increase in the coming year? What is your goal regarding participation in this plan?

A-NA

Q-Who is the County's Work Comp TPA?

A-Carl Warren and Company

Q-Section 9.2 references incentives. Does the County currently offer incentives for participation in any health related programs? If yes, for what programs and what is / are the incentive(s)?

A-NA

Q-What HRIS system does the County utilize?

A-EMR by Clinic is WebChart by Medical Informatics Engineering.

Q-Who is the County's EAP provider?

A-Deer Oaks

Q-Does the County currently provide group biometric testing for the population?

A-Yes, plan participants.

Q-If yes, who is the vendor and what % of the employee, spouse and retiree population historically participate?

A-Clinic Operator, 2015 is first year, YTD approximately 54% participation

Q-Does the County current provide a self-reported HRA?

A-Yes

Q-If yes, who is the vendor and what % of the employee, spouse and retiree population historically participate?

A-WellSource, 2015 is first year, YTD approximately 32% participation

Q-Do you currently dispense drugs onsite?

A-No

If yes, can you provide a list of the drugs current stocked in the dispensary?

A-NA

Q-Will you be accepting a carve out for the pharmacy portion of the above bid? per Rx

A-All options will be considered.

Q-Medical Plan Utilization / Unit Cost Experience

A-NA for all remaining questions.

What is the No. of hospital admissions per 1,000 population

What is the Average unit cost per hospital admission

What is the No. of outpatient services per 1,000 population

What is the Average unit cost per outpatient service

What is the No. of primary care visits PPPY

What is the Average unit cost per PCP visit

What is the No. of specialty care visits PPPY

What is the Average unit cost per specialty care visit

What is the No. of lab tests per 1,000 population

What is the Average unit cost per lab visit

What is the No. of physical therapy visits per 1,000 population

What is the Average unit cost per physical therapy visit

What is the No. of radiology exams per 1,000 population

What is the Average unit cost per radiology exam

What is the No. of ER visits per 1,000 population

What is the Average unit cost per ER visit

What is the No. of Urgent Care visits per 1,000 population

What is the Average unit cost per UC visit

What is the No. of Prescriptions PPPY

What is the Average unit cost

EXHIBIT B

NEXT LEVEL URGENT CARE, LLC RESPONSE TO RFP 16-019

**Next Level Urgent Care Proposal
In Response to RFP 16-019
Employee Health and Wellness Clinical Services**

August 6, 2015



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Executive Summary

Although Next Level Urgent Care has only been in existence for 2 1/2 years, it's founder and CEO, Dr. Juliet Breeze, has been helping to provide quality medical care in Fort Bend County for almost 20 years. Dr. Breeze began her career as a family practitioner in Richmond and subsequently served as the CEO of Richmond Bone and Joint Clinic, a comprehensive orthopedic practice, for over ten years. Her background in primary care and later injury care made urgent care a perfect fit for her next venture after leaving Richmond Bone & Joint. Since founding Next Level Urgent Care, her team of providers and staff have successfully opened nine clinics in the Houston area, four of them either in, or extremely convenient to, Fort Bend County. Next Level Urgent Care has become recognized as an excellent place to receive acute medical care and injury care and was just recently named **Reader's Choice** for the **Best Urgent Care** in Katy, Sugar Land, Missouri City, and Champions by **Living Magazine** readers (August 2015 editions).

Next Level is currently staffed with Family Practice doctors and nurse practitioners who, given the opportunity, can not only provide excellent acute care but can also provide chronic disease management and other primary care services as well.

In fact, the mission of Next Level Urgent Care when it was first conceived was to provide a cost-efficient alternative to the expensive Emergency Rooms for non-life threatening issues by being a quality after hours doctor's office. Next Level has been very successful in providing this alternative and has been well-received by the community. The team is now very interested in expanding their ability to create cost savings in healthcare. The opportunity to work with Fort Bend County is an excellent platform since the County has already proven its commitment to promoting health services for its members.

If chosen to provide the onsite clinic services, Next Level Urgent Care will not only provide its current offering of acute care/ injury care but also provide quality primary care and chronic disease management services. Next Level will also collaborate with the Health Performance Institute and Health Grid to provide a robust health risk assessment and protocol-based primary care case management. These programs are designed to engage members in positive health behaviors and encourage routine healthcare that will prevent hospitalizations and high cost healthcare crises.

Unlike large hospital systems or big corporations, Next Level is a small, agile organization, based in Fort Bend County and committed to providing a high quality alternative to high-priced medical care. Next Level does not benefit financially from referrals to physical therapy, advanced imaging, or hospitalizations. The savings Next Level will provide to the county will mostly come from managing patient care properly to avoid unnecessary and expensive care. The savings we bring to the county will be extremely evident in retrospect.

TAB 1
TECHNICAL

Wellness and On-site Clinic Implementation Overview

The Next Level Urgent Care management team has a lot of experience with clinic site implementations. After opening nine clinics in 10 months in 2013–2014, we have clinic openings down to a science. In the case of Fort Bend County's clinic that is already in operation, we can transition in one of two ways. Ideally, the county could negotiate to run parallel systems for at least 30 days. That would allow our clinic staff the time to manually transfer patient documents from one system to the other. If continuing to run the prior software would be a problem, we would simply need a way to request medical records. In general, our physicians and staff are used to building charts quickly so it would not pose a problem if we did not have immediate access to the patient records that are currently stored on a different system.

Depending on the needs of the county, Next Level Urgent Care would be prepared for an immediate launch of the Health Risk Assessment campaign. The HRA would be available to designated individuals in an online format and also on paper. Biometric testing would be performed in the clinic during designated time periods or could be performed at any Next Level Urgent Care location at no expense to the employees.

Next Level Urgent Care has identified and proposed a partnership with The Health Performance Institute. HPI founded by Brian Sekula, PhD, has provided Wellness and Disease Management programs to employers for over nine years. Their popular program for employees, The Academy, is a 6-month biweekly program that combines excellent lectures, videos, handouts, and online information. The Academy is an engaging platform that has produced proven results in weight loss, medication reduction, and health risk factor reduction. Next Level would promote participation in The Academy through a variety of methods including targeting those members who indicate interest in the program on the HRA. In addition to The Academy, HPI will also provide monthly General Lectures open to any member on a variety of Health topics (see attachment A).

Aside from our demonstrated ability to provide Urgent Care and Work Injury care, all of our current providers are Family Practice physicians or nurse practitioners. With the county's onsite clinic, we will have the opportunity to prove that we can bring cost effective medical care to the Primary Care arena as well. We employ a software that can be easily expanded to include a robust care-coordination module which will allow us to manage all patients closely in an effort to prevent hospitalizations or medical crises. This technology is at the fore-front of advanced care management and will standardize our care against benchmarks and allow us to generate reports for the county.

In addition to the savings we will be able to generate for the County through Wellness, Disease Management and quality onsite healthcare, we have identified some other areas with high healthcare savings potential. To avoid unnecessary treatment in more acute settings, we have also included two additional proposals for the County's consideration. The first, is a per member per month option for the use of all Next Level Urgent Care locations for after hours or weekend care at no cost to the employee (see attachment B). The second is a proposal from another trusted partner, Thomas Tran, Pharmacist for onsite pharmacy services (see attachment C). The following pages provide specific and detailed response to all requirements posed in the RFP.

Detailed Response to RFP Requirements

10.0 Primary Care:

10.1 *Online Appointment scheduling must be available*

We would allow patients two ways to schedule an appointment “on-line:”

- a. We will build a “request an appointment” button accessible on our website on a dedicated FBC page
- b. We will give them the ability to schedule from our mobile app (right now, the app offers only “get in line from home” ability since we currently provide walk-in services but can easily be modified for FBC to allow appointment requests as well).

10.2 *Describe the types of problems/medical conditions that can be addressed on-site*

We can address any medical condition that is not life-threatening on site. We cannot care for cardiac chest pain, strokes, arterial injuries, high-grade trauma, or acute surgical abdomens. Otherwise, we can treat it.

10.3 *Describe the medications to be administered on-site*

In our current clinics, we administer the following medications:

Pain medications

Ketorolac (Toradol) 30mg/ML

Ibuprofen oral solution (Motrin) 10mg/5mL

Ibuprofen tabs 200mg

Acetaminophen (Tylenol) 160mg/5mL

Acetaminophen tabs (Tylenol) 325mg

We advise against carrying morphine-based injectable pain medication.

Antibiotics

Ceftriaxone (Rocephin) 250 mg/vial

Ceftriaxone (Rocephin) 1gm/vial

Azithromycin (Zithromax) 250mg tab

Steroids

Dexamethasone (Decadron) 10mg/mL

Prednisolone Sol (Orapred) 15mg/5mL

Prednisone 20mg tabs

Methylprednisolone succinate (Solumedrol) 125mg/2mL

Methylprednisolone Acetate (Depo-Medrol) 80mg/mL

Antiemetics

Promethazine (Phenergan) 25 mg/mL

Ondansetron (Zofran) 4mg ODT

Ondansetron (Zofran) 4mg/2mL

Respiratory

Albuterol (Proventil) 0.083%/ 3mL

Ipratropium Bromide (Atrovent) 0.02%/2.5mL

Ipratropium Bromide/Albuterol (Duoneb)

Racemic Epi S2 Sol inh 2.25% 0.5mL

EENT

Antipyrine/benzocaine (Auralgan) otic
Tetracaine 0.05%
Eye Wash
Fluorescein Strips (Flu Glo)
Oxymetazoline (Afrin) 0.05%
Viscous Lidocaine 2%

MISC

Diphenhydramine (Benadryl) 25mg
Diphenhydramine (Benadryl) 12.5mg/5mL
Diphenhydramine (Benadryl) 50mg/mL
Maalox
Aspirin Chewable tab 81mg
Viscous Lidocaine 2%
Epinephrine 1:1000 vial
Clonidine (Catapres) 0.1mg
Meclizine (Antivert) 25mg

- 10.4 *Physicians must have hospital privileges in Fort Bend County area hospitals*
We don't mind applying for Hospital privileges but believe that the County members are better served by us developing relationships with hospitalist groups at each of the major hospitals in Fort Bend County (which we really already have). That way, the county members would have a choice of hospital and better care since hospitalists are on site in the hospitals at all times.
- 10.5 *Walk-in, sick call*
This is our specialty and we have a great system including an RN-staffed nurse call line and the ability for patients to wait at home until their exam room is ready for them in order to minimize wait and discomfort.

11.0 Worker's Compensation

- 11.1 *Describe the types of problems that can be addressed on-site*
Please see our response to 10.2. We work for multiple very large TPAs. One of our clients, Corporate Remedies, is allowing us to handle Walmart, Target, Sam's, Academy, and HISD among other large clients. The reason they use us is because they get tremendous value from working with a clinic that does not own physical therapy or advanced imaging. We only recommend therapy or advanced diagnostics when absolutely necessary since we get no benefit from those referrals. Because of our extensive orthopedic training and resources, we are also able to keep many patients in-house who would normally be referred to specialists by other urgent care/occupational medicine facilities. Our physicians are all very well trained on work injuries and the use of ODG and Reed Group Guidelines for quick return to work and recovery.
- 11.2 *What if a medical condition escalates?*
If a medical condition escalates, we have a full-time dedicated work comp referral coordinator who can help us to expeditiously get patients to appropriate care. We treat work injuries with the utmost respect and

professionalism and ensure that workers feel that their symptoms and concerns are being addressed.

- 11.3 *Describe the role of the On-site physician in conjunction with Worker's Compensation injuries.*
Next Level has layers of physician oversight and supervision when it comes to Worker's Compensation injuries. The on-site providers will provide front line diagnosis, treatment and completion of the appropriate DWC forms. Both the Medical Director and Associate Medical Director are certified by the State and can perform impairment ratings on any patient after they reach maximal medical improvement. These examinations can be performed as appointments on-site or in any Next Level clinic location at the convenience of the employee. We have medical director review of all cases that are not following the usual course or have complicated case management.
- 11.4 *Describe the process for determining fitness for duty.*
It is Next Level Urgent Care's policy to return patients to work by providing specific restriction information rather than releasing patients from work entirely. This allows the employer themselves to determine whether a position that complies with those restrictions is available to the patient. It would only be in very rare instances that a patient is taken off work altogether. In terms of determining when it is safe for a patient to return to pre-injury duties, we utilize and refer to Reed Group's MD Guidelines to determine expected return to work and track patients progress against expected norms. We can order more extensive fitness for duty testing if it is unclear whether the patient is able to perform specific functions but this is generally not necessary.

12.0 Communication Plan and Member Services

- 12.1 *How can employees, retirees, and dependents communicate with the medical team?*
There are a number of ways that members can communicate with our medical team.
- a. We have a nurse-line staffed between the hours of 9am-9pm with an RN who can answer clinical questions for patients and give guidance or direct them to the right care.
 - b. Patients have the ability to communicate with the medical team via secure messaging through our patient portal. They have access to this once they are registered (even if they have never been seen in the clinic).
 - c. Patients can walk in to speak with clinic staff any time during office hours.
- 12.2 *How do you determine locations of service and standard hours of operation for member services?*
Data analytics can provide the information necessary to determine locations of service and standard hours of operation for member services. Our reporting software gives us the ability to determine the number of patients seen during specific hours and days. If we are awarded the clinic services contract, we could create usage reports by hour and day to determine the most heavily

utilized hours and days of operation. We could adjust staffing to accommodate needs.

As far as determining locations of services, we currently utilize a program that allows us to visualize the patient home addresses. This can help graphically demonstrate gaps where you may want to consider additional locations. If chosen, we would add the FBC clinic to this analytics software to generate such reports.

12.3 *Will you utilize existing resources for clinics?*

Absolutely. We envision utilizing our Worx department to coordinate all work comp services. We would also utilize our app, our website, our phone operator and our nurse line for the County members as well. Our high-level management team would oversee the FBC clinic along with our other clinics. Our techs and providers would shift to cover absences at the FBC clinic just as we do in our other clinics.

12.4 *What staffing do you envision?*

See also Staffing Plan in Tab 2

Our standard staffing includes:

Three techs- one certified to take x-rays, and two medical techs (all cross-trained for front desk and clinic duties).

A Provider who is either a physician, a PA, or a nurse practitioner.

During busy hours, we may place two providers working side by side (at least one of whom will be a physician) so that we do not create long waits for the patients.

Patient satisfaction is extremely important to us so we make appropriate staffing a high priority. One of the advantages of having multiple clinics is the ability to shift staff to optimize coverage. We would be utilizing staff across our clinics to provide 48 hour call-backs, health coaching contacts, and answering patient questions if the onsite provider was too busy with patient care.

12.5 *What days and hours of operation do you recommend (including walk-in and sick call program)*

We would recommend starting out with the current hours of operation until we can generate some data about the visit frequency per hour and day. We are also proposing a “per member per month” option that would allow members to utilize any of Next Level Urgent Care’s nine locations from 9am-9pm 7 days per week for walk-in/acute care (See Additional Services). We believe that this will be a great cost savings for Fort Bend County and perceived as a valuable benefit for the members. We will also be able to direct patients back to the onsite clinic for follow up of medical issues and further evaluation during the regular clinic hours. This will also allow us to “capture” some patients and redirect them back to the onsite clinic. We can also produce data on the needs of members not served by the onsite clinic (hours that they visit, locations that they use).

- 12.6 *Describe your availability to provide healthcare on nights and weekends*
 See the answer to 12.5. Using Next Level's other clinic sites as an extension of the onsite clinic program for acute care. Primary care/disease management and wellness services would only be offered during the onsite clinic hours. However, since Next Level is a 9am-9pm seven days per week company, we have the ability to staff the onsite clinic any hours within those that makes sense after reviewing the data.
- 12.7 *Is your Health Risk Assessment available both on line and off line?*
 Yes.
- 12.8 *Can your website be linked with the County's website?*
 Yes.
- 12.9 *Describe your ability to communicate with an employee retiree and dependent population that is geographically dispersed.*
 Our company has experience with a variety of different outgoing communication methods to disseminate information to patients across a broad geographic area. We have experience with Twitter, Facebook, and Instagram in terms of social media sites that we could employ for the county if there was interest. We have the ability to send mass e-mails. This would be our primary recruitment technique in terms of detailing our wellness initiative. Currently we only publish an internal newsletter but if there was interest on the part of the county, we could create a co-branded county newsletter that could be e-mailed/printed quarterly as well. We would also be contacting patients directly by telephone through our disease management program to check on progress.
 As far as incoming communication (patients reaching us), as mentioned, we have a nurse line from 9a-9p and an on-call line from 9p-9a. Patients also have the ability to secure-message us through the website 24 hours per day.
- 12.10 *Discuss the frequency and type of communications that eligible persons will receive throughout the program period.*
 At the beginning of the calendar year, we would launch our **HRA campaign**. We would allow all eligible persons to complete the written survey online or in person at any clinic location. We would e-mail the link to all and then allow them to do the biometric portion at any Next Level site including the onsite clinic to make it as easy as possible for employees to complete the entire HRA. We will also designate some time periods where we will be staffed to handle a large number of employees at once if the county would like to schedule certain departments to come to the lecture room attached to the clinic to complete the HRA in stations. In order to entice employees to complete the assessment, we would enter participants in a drawing. We usually use fit bits as prizes. The **Wellness campaign** will be open to everyone and for recruitment purposes, we will utilize mass e-mails but those who are identified as moderate to high risk on the HRA (and indicated a willingness to be contacted)

will be additionally targeted with direct phone campaign to discuss the benefits of participation in both the **Wellness and Disease Management Programs**. Several information sessions will be held in the lecture room to introduce members to the program and its benefits.

For those who enroll in The Academy program (wellness), they will receive e-mails every week outlining the topic being covered and their assignments as well as links to the video material available to them. The enrollees will each be given a username and password to access the HPI site where they will have a "To Do List" to complete over a two-week period, the module guide, and videos to review. The enrolled participants will be scheduled to attend one lecture through The Academy every other week.

For those who are not enrolled, we will provide one lecture per month from the seminar topic list (see Attachment A) to provide general education and also generate more interest in participating in the next Academy. Academy is a 6-month commitment. We will launch a new Academy session every other month so that we can reach the people who initially did not want to commit but now see the value.

Other direct communications can include mass e-mails approved by the County regarding flu vaccinations, a quarterly Health Newsletter, and Health Coach phone calls through the Disease Management Program.

12.11 *How can an employee, retiree or dependent access your company for Member Services after hours?*

Members can contact our company 24 hours per day through the Nurse Call line (which is also available on our App or through our website). They can also contact a doctor 24/7 through secure messaging.

12.12 *Provide your web address and any access codes needed to explore your services:*

www.nextlevelurgentcare.com

<http://hpiacademy.net>

(username: preview / password: preview1)

12.13 *Are you willing for County to use its own branding in communication and program materials?*

Yes.

12.14 *24 hour nurse on call*

We will have a doctor or nurse on call from 9pm-9am and our regularly staffed Nurse call line is available from 9am-9pm.

13.0 Additional Services

Medical Advice Line- Our nurse call line is absolutely free and can provide advice and reassurance to patients.

Per Member Per Month capitated plan for use of Next Level sites for after hours care across the County- Please see the Attachment B proposal for the PMPM Plan

Pharmacy- Please see the Attachment C proposal for an outpatient pharmacy

14.0 Identification of High Risk Individuals

14.1 *Please describe your methodology for tracking and intervening with high risk members on an on-going basis*

We will load the attached HRA on to our patient portal so that we can use software reporting to create instantaneous risk stratification reports. Once we have identified high-risk members, each member who has indicated a willingness to receive additional information will receive a call and/or secure e-mail inviting them to a physician evaluation at their convenience. Those who do not come in for evaluation will be contacted within 30 days to determine whether we can help them to overcome the issue preventing them from accessing care. We can make special provisions for high-risk employees who cannot access the clinic during its normal hours. Once the initial evaluation is completed, the provider will set up “care alerts” in our EMR depending on the condition (ie HgA1C check, eye check, foot check for diabetics etc) We can then run reports to identify those patients who were supposed to receive services and did not. If the county chooses to implement the onsite pharmacy option, we will also work with the pharmacist to ensure that medications and refills are being picked up and that patients are not skipping medications. Even if there is no onsite pharmacy, our physicians will be checking medication compliance.

14.2 *Do you stratify members by severity of risk for complication?*

Yes. Please see the attached HRA Sample Report to see the risk stratification

14.3 *What Health Risk Assessment do you use and how long have you used it?*

List all risk factors you identify in your profile. Provide an example

Our Health Risk Assessment draws from a proprietary HRA that has been used by the Health Performance Institute for over nine years and an HRA developed by the University of Michigan. (See attachment D)

14.4 *How often do you recommend that the members have an HRA?*

Annually

14.5 *Please describe turnaround time for each of the following areas:*

14.5.1 *Providing HRA results to individuals*

Results will be provided to individuals via secure e-mail within 24 hours of completion and can also be accessed on our patient portal

14.5.2 *Contacting individuals for possible interventions*

A secure e-mail will be sent to anyone who has expressed in follow up within 24 hours that will outline opportunities available to the patient based upon the findings. This will be followed up with a health coach call and/or secure e-mail within 1 week.

14.5.3 *Providing County with a summary report of the initial HRA results*
Within 2 weeks of completion of HRA campaign, the county will be provided with an overview results report and information regarding follow up and intervention available at that time.

14.6 *Please describe how your organization would provide a system to assist HRA participants in completion of their questionnaires and in the interpretation of their personal profile*
As stated, we would designate some days for onsite completion of the HRA, allow members to fill out the written portion on line at their convenience and also make our other Next Level clinic locations available as sites to complete the biometric portion of the HRA.
As far as interpretation, we will be sending an interpretation in the secure e-mail with our nurse phone number provided to review results. For those who are identified as higher risk, we will be providing them with a one-on-one health coach or provider session to review the results and discuss interventions.

14.7 *What level of participation can we expect in years one, two and three of this program?*
HRA campaign: by using other Next Level locations to complete the biometric assessment, we believe we can greatly expand participation. Employees may find that our Sienna Plantation, Grand Parkway, Sugar Land, or Cinco Ranch sites are easier for them to get to. By allowing them to come in on the weekends and after work hours to complete this portion, we believe that we can attract a much higher number of participants than in previous years.
Wellness: Health Performance Institute has an outstanding track record of attracting participation in wellness programs with their proprietary educational materials and engaging lectures. Using the Academy as their wellness solution, clients find that they get more than two times the participation in year one than they had seen in previous attempts at launching wellness initiatives.
To build interest and attract new members, with patient approval, we will be showcasing success stories from The Academy to attract a larger group of participants year over year.
Disease Management: After identifying high-risk members through either HRA screening or during routine office visits, we will place those patients in our care coordination module which will alert our staff to non-compliance with follow up or with medications. Our health coaching, care alert tracking, and medication monitoring will promote prevention of crises and improvement of risk factors.

14.8 *Describe how your organization will set and reach participation goals?*
National HRA participation goals are greater than 50% in a single year and 80% over four years. Our goal is to meet or exceed those benchmarks.

We will publish our stated goals and announce progress toward them through e-mail campaigns and word of mouth campaigns as well as social media outlets.

14.9 *Do you recommend using incentives? If so, describe the incentives.*

We would recommend an HRA drawing and for that we would provide the “prizes.” Other incentives that we highly recommend are departmental competitions for most participants winning gift cards or a lunch. Also, we recommend health insurance premium reduction for any employee who participates in wellness or disease management and maintains results for 1 year.

14.10 *Please describe your plan to involve new employees in the HRA process.*

Any new employee will receive a welcome e-mail with instructions on how to go online to fill out the written HRA and where they can go for biometrics. We will also send them a reminder message after 2 weeks.

14.11 *Please describe your capabilities to update an individual's HRA record while conducting follow-up calls.*

Although a formal HRA will only be completed annually, if a significant change in an employee's health risks is discovered during a follow up call, the change will be documented in a phone note which will replace the old data as the last observation and re-stratify the patient in our reporting and tracking software when it is re-run. This will allow us to initiate the appropriate protocols for their new circumstances.

14.12 *How does your HRA monitor and report individual change from year to year?*

We can produce a report of patient yearly scores with a percentage change column from year to year for individuals and an overall score change which will help us evaluate the program and adjust as needed

15.0 Intervention

How do you link to on-site or community programs (Employee Assistance Program, Wellness Screenings)?

We would like to establish a Fort Bend County page on our website with links to various health related programs, information and activities. We could include this in social media if desired and also in the quarterly newsletter as mentioned earlier.

16.0 Measurement Tools and Results:

Provide a copy of your quality assurance program. This should include standards measurement criteria for onsite healthcare activities, costs, outcomes, HRA, disease management, member services, member intervention, and educational materials Please see our current policy (See Attachment E)

16.1 *How would you propose measuring the outcomes and success of the overall program including a model Return on Investment?*

The best measure for Return on Investment is to look at the **overall healthcare spending** in 2016 versus 2015. We believe that where we will set ourselves apart is in the number of patients we PREVENT from going to

specialists, ERs, and hospitals. The savings that the County will achieve will be much more obvious when taken as a whole, especially if it is decided to implement the onsite pharmacy or the capitated Urgent Care at our other locations. These are upfront expenses that should be more than repaid in downstream savings.

- 16.2 *Describe your standard management reports. Describe your custom reporting capabilities and the associated costs. Please provide a recommendation and examples of reports that you would provide County.*

Our current management reports include a monthly patient volume report with the following fields: MRN, Gender, Age, Marital Status, Race, CPT Code, Diagnosis Code (see attachment F)

From this basic report, we can create pivot tables reports in a variety of combinations that can help us to better understand the types of appointments, types of diagnoses, and demographics of our patients. We can use this to target populations of members we are not seeing or would like to see more often.

We can also report on patient return rate. We could report on number of visits each patient had during the year by diagnosis, by age, or by any other field. Annually we can provide reports and graphs demonstrating monthly trends in volume across the different service lines.

We can provide geographic data on patient usage.

Finally we can also report on appointments per day and hour as mentioned previously to assess the onsite clinic hours and adjust as necessary.

- 16.3 *Provide Examples of the following:*

16.3.1 *Onsite healthcare activity report*

See Attachment F

16.3.2 *HRA and member profile*

See Attachment D

16.3.3 *Member participation*

See Attachment G

16.3.4 *Member Intervention*

See Attachment G

16.3.5 *Financial summary/savings report*

This would be best approached as a joint effort between the County and Next Level. We would utilize the claims data and prescription data provided from 2015 and help to compare it to the claims data and prescription data from 2016.

16.3.6 *Are management reports available online?*

Management Reports would be submitted electronically via e-mail or placed in a folder designated by the County.

16.3.7 *Ad Hoc Reporting Capabilities*

Infinite with our software.

- 16.4 *Describe how your program specifically evaluates the effectiveness of primary care case management. Include any results of the evaluation as an attachment.*
Next Level Urgent Care uses HealthGrid provides a robust care coordination component to Primary Care. This software allows us to report on health measures for every patient and identifies gaps in care and automates the clinical cycle resulting in improved patient outcomes. (see attachment H)
- 16.5 *Provide all clinical indicators used to track the success of the results, if any, by year since inception of the program.*
This is a new program however Attachment H shows a screenshot of the standard measures which can be customized as necessary.
- 16.6 *Describe specifically how records for individuals with both personal health and job injury clinic experience will be managed.*
We manage this easily in our current EMR. The patient's chart can be viewed with all documents together or only work related/ only personal health just by choosing a view in the EMR.

17.0 HIPAA Compliance:

- 17.1 *Is your firm HIPAA compliant?*
Yes.
- 17.2 *Describe your system for the assurance of personal health data security.*
See Attachment I
- 17.3 *Have your network security systems ever been breached?*
No.
- 17.4 *Include a copy of your HIPAA Business Associate Agreement*
See Attachment J

TAB 2 STAFFING

Staffing Plan Overview

For the first few months of operations at least, the on-site clinic would be overstaffed to ensure a successful launch and patient satisfaction. We would like to staff the clinic intelligently, staffing more providers during high volume times. We will be assessing the needs of the clinic during the first few months of operation so that we can adjust staffing for optimal performance. We have a team of off-site individuals who will be participating in providing patients with care as well. Our telephone operators, nurse-line RNs, and offsite providers will be participating in care coordination efforts, follow up phone calls, and health coaching activities. Our ability to flex staff to meet the needs of the onsite clinic should differentiate us.

Our standard onsite staffing at base-line always include:

Three techs- one certified to take x-rays, and two medical techs (all cross-trained for front desk and clinic duties).

1-2 Providers who are either physicians, PAs, or nurse practitioners.

During busy hours, we may place two providers working side by side (at least one of whom will be a physician) so that we do not create long waits for the patients.

Our Offsite staffing

RN for Call Line- our call line is staffed by an RN from 9am-9pm and overnight by RNs or physicians.

Orthopedic Consultant- due to the volume of injuries we see at Next Level, we have employed an orthopedist on an hourly basis to help us manage orthopedic injuries and avoid unnecessary specialist referrals.

Telephone Operator- we have an operator who can schedule appointments, answer basic questions, and transfer patients

Health Coaching and Follow Up Staff- Patient satisfaction is extremely important to us so we make appropriate staffing a high priority. One of the advantages of having multiple clinics is the ability to shift staff to optimize coverage. We would be utilizing staff across our clinics to provide 48 hour call-backs, health coaching contacts, and answering patient questions if the onsite provider was too busy with patient care.

Worx Department- we employ a full time coordinator to ensure that our work injured patients get timely treatment.

Management Team- The following members of the Next Level management team will ensure that the County's clinic is run smoothly and effectively:

Chief Executive Officer/ Medical Director- Juliet Breeze, MD

Director of Operations- Julie Hinz

Chief Technology Officer- Bill McGrath

Clinical Director- Kim Mecum, RN

Director of Human Resources- Lori Lee

Director Business of Development- Rafik Sandford

Billing Director- Jessica Rose

Although we are unable to designate providers for the onsite clinic until we have been chosen to provide services, please refer to our website for the bios of all of our current providers to get an idea of the quality of our team.

<http://www.nextlevelurgentcare.com/about-us/providers.aspx>

TAB 3
Qualifications/ References

Qualifications and References

Initially, Next Level's focus was on providing an alternative to high priced Emergency Room care for patients who did not need life-saving treatments. Once open, we found that we could also successfully manage a number of conditions that other similar clinics routinely sent to specialists. Specifically with our background in orthopedics, we began saving patients money by applying casts and performing injections ourselves. We also found that many of our physical therapy referrals were better after just a few sessions and we could curb costs for injury rehab by seeing patients back after 6 sessions to evaluate the need for more. These and other factors allowed us to slowly gain recognition for achieving cost savings especially for employers in the work injury realm where the claims are scrutinized. Over the past two years, we have been chosen by more and more organizations looking for quality medical care that manages cost responsibly.

Next Level Urgent Care is now the preferred provider of Urgent Care for Kelsey-Seybold clinics. We have partnered with Kelsey to share patient information for seamless afterhours care of their patient population across the city. Additionally, we are the preferred Urgent Care for Katy ISD (9000 employees) and Klein ISD (6800 employees). We have also been chosen as the preferred provider of work injury care for Houston ISD (50,000 employees) and Fort Bend ISD (9250 employees). Although we have not been in business for a great length of time, the fact that we are the choice for so many large employers speaks to the healthcare savings we have been able to generate. On the following pages are several letters of reference from current clients.

Finally, we invite the County to peruse the patient reviews posted on Google, Yelp, and Facebook for all of our locations. We are most proud of the wonderful feedback we get from our patients who routinely and without solicitation compliment our services.

Corporate Remedies, Inc.

OccHealth Solutions for Business and Industry

12700 Hillcrest Road, Suite 190
Dallas, Texas 75230
Voice: (214) 231-7444
Fax: (214) 231-7445

August 5, 2015

Re: NextLevel Urgent Care

To Whom It May Concern:

It is with pleasure that I write this letter of recommendation for NextLevel Urgent Care.

My company, Corporate Remedies, Inc., is a Provider Management Organization contracted by some of the nation's largest and most respected companies to develop and manage their work injury programs in Texas. It is our responsibility to identify, credential, educate and team with evidence-based physicians in order to affect positive medical outcomes for the injured worker and to help minimize claims duration by working closely with providers, adjusters and corporate representatives.

It has been our privilege to partner with NextLevel Urgent Care since September, 2014. We have found this organization to be evidence-based, responsive, excellent communicators and respectful to the injured workers. NextLevel also understands the importance of our return-to-work/stay-at-work programs.

Many of the injured workers in our program experience musculoskeletal injuries; therefore, the orthopedic focus provided by NextLevel physicians is a step above what many occupational clinics offer. This focus has been most valuable for our clients and their employees.

Most sincerely,



Patricia Humphreys

President



August 4, 2015

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson St. Suite 201
Richmond, Tx 77469

Re: Next Level Urgent Care

Gentlemen,

I was asked to make a few comments regarding the level of service and care Katy ISD receives with Next Level Urgent Care. It pleases me to tell you if you expect the highest level of quality in your clinical facilities look no further than Next Level Urgent Care. There are many models for which one can pass judgment upon a clinic. At Katy ISD we look at quality of care, efficiency in reporting, and speed to determine our level of expectation. In all three categories, Next Level Urgent Care surpasses our criteria for excellence. Not only do they listen to your needs, but they hear them and act upon them.

Simply....."Top Shelf"

Sincerely,

A handwritten signature in black ink that reads "Lance N. Nauman". The signature is written in a cursive, flowing style.

Lance N. Nauman
Director of Risk Management

August 3, 2015

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

To Whom It May Concern:

Since beginning our partnership in January of 2014, our experience with Next Level Urgent Care has been excellent. I have worked closely with the CEO, Dr. Juliet Breeze, and with the Chief Marketing Officer, Mr. Rafik Sanford. Both are outstanding individuals who are always professional, honest, reliable, and very pleasant to work with.

The closest clinic to our Klein employees is the Champions/Spring location. This clinic is very impressive with the latest technology and professional medical staff. It is convenient and affordable with short wait times in a very comfortable setting. Our employees have been very satisfied with the services at Next Level Urgent Care. In fact, I have not received a single complaint.

Additionally, Next Level Urgent Care is very supportive of the Klein community and is part of our mission to develop a culture of wellness in our community. I am pleased to recommend Next Level Urgent Care and testify that Klein employees have received exceptional service.

Sincerely,

Winni Attaway

Winni Attaway
Klein ISD Wellness Coordinator
832.249.4162

TAB 4

Price

18.0 Proposed Program Costs

Staffing Costs

	Hours/ week	Monthly Cost
Physician (MD or DO)	20	\$10,400.00
Midlevel (NP or PA)	30	\$11,700.00
Orthopedic Consultant	2	\$2,166.67
Tech with Rad Cert	40	\$4,160.00
Tech	40	\$3,466.67
Tech	40	\$3,466.67
RN for Call Line	40	\$5,200.00
Scheduling	40	\$3,120.00
Health Coach Staff	30	\$3,900.00
Sub-Total		\$47,580.00

Baseline fees, general administrative and operating costs

	Monthly Cost
Administration	\$8,000.00
Wellness/ DM	\$5,000.00
Medical Supplies/ Pharma	\$9,000.00
IT support and Contracts	\$2,000.00
General & Administrative	\$500.00
Occ Med Supplies	\$500.00
Radiographic Reading/ Supplies	\$1000.00
Sub-Total	\$26,000.00

Total Monthly Capitated Onsite Clinic Fee

\$73,580.00

18.4 *Start up costs/ fees, bonds, insurance, supplies, miscellaneous expenses*

Manual scanning and Data Entry of old patient charts	\$3,500.00
Centricity EMR Licenses (2)	\$22,000.00
Graphic work	\$500.00
Social Media/ Web Page/ Links Set up fees	\$2,000.00
Recruiting, hiring, credentialing	\$3,000.00
Insurance	\$16,000.00
Form Creation and Report Set up	\$3,000.00
Check in Kiosk Hardware (iPad)	\$21,000.00
HealthGrid Licensing and Implementation for DM	\$50,000.00
Total	\$121,000

18.5 *Indicate all payment terms and conditions*

Because this is a capitated contract, we would expect monthly payment by the 5th day of each month.

ATTACHMENT A

**The Health Performance Institute
Lecture List
Sample Materials**



The Health Performance Institute

Taking your medication so you don't have to!

HPI: At a Glance

2245 Texas Drive, Suite 300, Sugar Land, TX 77479, Phone: 281-566-2594, Fax: 281-566-2505

www.briansekula.com

www.hpiacademy.net

www.hpirecipes.com

Additional Topics

Choose from any of the topics listed below for the monthly seminar sessions.

First, feel free to select any of the topics from the seminars previously covered for us to present again.

In the list below, the ones in bold are the most popular selections.

Note: Some in the list below are very scientifically based and others are “how-to” presentations.

Chronic Conditions	Fitness and Metabolism	Behavioral
Type 2 Diabetes	Calories and Energy	Writing goals
High Blood Pressure	Cortisol	Good sleep habits
High Cholesterol	Resistance training	Food cravings
Acid Reflux	Why grandma has whiskers	Food prep demos
Hypothyroid	Metabolism of walking	
	Intermittent fasting	
	Yoga (includes demos)	
	Types of body fat	

MODULE 1 FOOD GUIDE AND ACTION PLAN

This guide for Module 1 is divided into two main sections: The next 14 days, which includes recommendations on food, sleep and exercise; and, Goals, which provides some guidance on annual, monthly, weekly and daily goals.

In the next 14 days section, there is little information or research to back up the recommendations. As we progress through the program, the science of our recommendations will become clear.

While the recommendations may seem extreme, they are significant in only one area: carbohydrates. Over the next two weeks, we are significantly changing the amount and type of carbohydrates that you consume. We deal with proteins, fats, fruits and other foods later on.

For the goals section, we will cover these during the module seminar. But we talk about goals for one main purpose: If you don't have a plan of where you want to go, you will never get there.

THE NEXT 14 DAYS!

Listed below are sections on food and drink, exercise and sleep. While all of them are important, the food and drink is most important over the next two weeks.

Later on in the program we cover options where you can be more flexible. For now, try and follow these recommendations as closely as possible.

While it may be tough, the first day will be hardest and each subsequent day will be easier.

Food and Drink

For the next 14 days, eat according to the recommendations below. After the recommendations is a table to help you make some decisions/choices.

Eat Breakfast daily (at least on the days you go to work)

- Eat only protein and fat
- Don't eat anything until lunch.
- Eat just enough to satisfy your hunger
- Monitor your hunger levels throughout the morning until lunch
- If you get hungry, don't eat. Use the hunger signal as a sign you didn't eat enough breakfast and eat a little more tomorrow morning.
- Similarly, if you find yourself less hungry, adjust accordingly.

For lunch you have a little more flexibility

- Eat lunch daily, at least on the days you go to work. Even if you are not hungry, eat something. If you don't eat anything, you will be too hungry at dinner.
- For example, you can eat a salad with protein and dressing.
- For now, the type of dressing doesn't matter as long as it is not too sweet, which might leave out most of the "vinaigrette" types.
- Until further notice, dressings like ranch and Caesar are acceptable.
- An ideal dressing is olive oil and vinegar.
- If you get hungry after lunch and before dinner, don't eat. Just eat a little more at breakfast tomorrow morning.
- Monitor your hunger levels between lunch and dinner.

For dinner, eat according to the following:

- Each dinner must contain protein and some vegetables. For the vegetables, it doesn't matter what kind, how much or how you cook them (at least not yet).
- Starches are optional. If you choose to consume starches, do so according to the following:
 1. Eat only potato (cooked any way you'd like)
 2. Make sure you eat a quarter to one-third of the potato
 3. Monitor your blood sugar after the meal. If it goes above 145, eat less starch at your next dinner.
 4. If you're not diabetic or don't have a blood sugar monitor, you won't be able to monitor your blood sugar response. Add the starch at your option.
- Make sure you are done with dinner at least 1 hour before bed time (2 hours is better).

Drink

- Drink a lot of water.
- Other beverages are acceptable, including unsweetened tea and coffee.
- Don't drink anything with sugar and don't add sugar to any of your drinks.
- The only carbonated drinks you can consume regularly is sparkling water.
- If you are addicted to sodas, consume only 1 per day and it must be artificially sweetened.

Food Table

The following table contains food choices based on these recommendations. There are 4 sections: meat, vegetables, fruit, and starch.

Food Table
Meat
All forms of protein are acceptable during this portion of the program, even fried chicken! We prefer, however, that you choose protein that has been processed as little as possible. <ul style="list-style-type: none">• Beef, seafood, pork and chicken• Eggs are excellent for breakfast (boil a dozen and keep them in your fridge)• Canned meats, while low on the quality food list, are acceptable for now.
Vegetables
When we refer to vegetables, we are referring to the leafy kind, peppers, mushrooms and most other non-root plants (potato is a root vegetable). There is no limit to how much you should eat but you need to have some vegetables each day at least with dinner. This holds true even if you've had a salad for lunch. So depending on what you have for lunch each day, eat vegetables with at least one meal per day, sometimes two.
Fruit
During this part of the program, the only fruit allowed is berries and cherries. They should be raw and fresh. No canned fruits. They contain syrup. And a lot of it. This means no bananas, apples, grapes, oranges, etc... over the next two weeks.
Starch
While starches are carbohydrates, they act differently in your body than do vegetables and some fruit. So for now, we only allow potato and one-quarter to one-third per day at dinner time. You can prepare these any way you'd like. The easiest way may be to boil one or two at a time, cut them in thirds or quarter them so they are easy to include with dinner. Load them up with butter!

Some additional notes on food:

- Try not to eat any processed foods during this period. We will cover this in more detail during the carbohydrate module but they are disruptive to your metabolism. Processed foods are typically in a plastic bag or cardboard box at the store. They are also either crunchy, salty or both.

- Cheese is acceptable but consume cheeses that are not individually wrapped. Acceptable cheeses are block cheese and those you can purchase in the deli. Velveta and Kraft singles are not really cheese, they're cheese products.
- Yogurt is acceptable. If you eat yogurt, make sure it has less than 10 grams of sugar per serving and eat no more than one serving at a time.

Some Things You May Notice

Below are some explanations of things you might experience and some solutions to common issues.

Water Loss

Eating this way will release nearly all of the extra and retained fluid from your body. You will go to the bathroom more frequently.

To deal with this, make sure you are drinking enough water. Drinks with caffeine and carbonated drinks work as diuretics, so make sure your fluid consumption is primarily water.

Lowered Blood Pressure

The loss of fluid might reduce your blood pressure, which could lead you to feeling dizzy or light-headed when you get up from sitting or change body positions quickly. If you experience this, move slowly. For example, move slowly from a sitting to a standing position.

Once you are moving, this shouldn't be a problem. It's the initial start of movement where blood pressure response could be delayed.

Less Bloating / Less Full

The recommended foods are easy for your body to digest and easy on the digestive system. As a result, you will feel full but not bloated – like when you eat a bunch of processed foods.

Headaches

This is the most common issue reported. There are many reasons for this but most stem from a metabolic issue.

Your brain has become adept at creating energy from processed foods and blood sugar. Since we are reducing both of those, it has to “get back up to speed” at creating energy with other

foods. In the process, you are likely to experience headaches. Eventually, these will go away. In our experience, it can be as long at 4-5 days (maybe longer). Some people have no headaches. And there doesn't seem to be a pattern, so we have no way of helping you with how long the process may last. We do, however, have a solution to help you with the headaches.

We recommend you use Tylenol for the headaches or anything with acetaminophen. Anti-inflammatories probably won't work because the headaches are not based on inflammation. So something with acetaminophen is the only thing that will help.

This is the one and only time we recommend something like this.

Exercise

There is no hard and fast recommendation on exercise during this Module. If you currently exercise and want to continue, do so. If you don't exercise regularly but feel like taking a walk, do so. And, if you don't regularly exercise and want to continue not exercising, that's okay too.

Sleep

There are two sleep goals in this Module. One, improve the quality of your sleep. And two, improve the quantity of your sleep. This second goal is important if you're not getting enough sleep currently. How do you know? Here are a couple of rules:

1. If you NEED an alarm clock to wake up on most days of the week, and
2. If you often feel tired or sleepy in the late afternoon or evening.

If either of these apply to you, you are not getting enough sleep - quantity, quality or both. We will cover this in more detail during the Sleep Module, but these are the recommendations for now:

- **Quantity of Sleep:** If either of the two above apply to you, try to get at least one more hour of sleep per night. To do this, go to bed one hour earlier than normal and implement the following instructions.
- **Quality of Sleep**
 - a. One hour before bedtime, turn off all overhead lights
 - b. In that last hour, read or relax.
 - c. Do not watch TV, stare at a computer or your cell phone.
 - d. Turn the temperature down in your bedroom 2-3 degrees.
 - e. Eliminate all noise except for a fan or "white noise."
 - f. Free your mind of stressful thoughts
 - g. Go to sleep!

Chronic Conditions

If you have any of the chronic conditions we target (high blood pressure, type 2 diabetes or high cholesterol), follow the adjustments listed below for your condition. **Note:** This is also noted in your binder on the results sheet.

Type 2 Diabetes, High Blood Pressure and/or High Cholesterol

Regardless of your condition, follow the guidelines as recommended. Since this is the first module, there are no specific additional recommendations for your condition.

If you have no conditions but are concerned or just want to be healthier

Follow these recommendations with the following adjustment allowed: The amount of starch you consume can be higher than recommended but NOT MUCH higher and it MUST REPLACE something in your diet - fat or protein, since vegetables don't really have calories.

If you have a different condition

If you have something different from what we target and are not without conditions, ask us. We will make the adjustments for you personally.

Sample Shopping List

Below are some ideas for your visit to the grocery store. This will require some planning on your part, so set some time aside to determine what you are going to buy and make a list. This is a sample shopping list. It certainly isn't exhaustive, so use it as a guide.

Tweak this to your like of foods.

Remember: no sugar, grains, or processed carbohydrate.

VEGETABLES

- Broccoli
- Cauliflower
- Spinach
- Peppers (all colors)
- Celery
- Asparagus
- Green Beans
- Cucumbers
- Mushrooms
- Tomatoes
- Onions

PROTEIN

- Tuna (canned in water)
- Salmon (canned in water)
- Eggs
- Ground meat (beef, turkey, chicken)
- Chicken: breasts and thighs
- Beef Steaks
- Ribs: beef and pork

Don't forget the potatoes!

DAIRY

- Butter
- Cream cheese
- Cheeses
- Sour cream
- Whole fat whipping cream

FATS/OTHER

- Avocados
- Coconut oil
- Bacon
- Assorted Nuts (raw - unflavored)

Food Prep:

Preparation is key. Once the shopping is done, preparing your food is next. Below are some ideas you can use to prepare for the coming week. As with the shopping list, these are not hard and fast rules. They're just ideas. If you find something different or a tweak that works better for you, go for it. The goal is to prep foods from the grocery store so getting them ready to eat takes less time during your work week.

1. Prepare your vegetables

Clean, cut and store as many and as much of the vegetables as is practically possible. Certainly you want to clean all of your vegetables. But not every vegetable needs to be cut or should be cut. For example, you would want to clean lettuce but not cut it. Peppers and celery are good candidates for cleaning, cutting and storing. When done, store them in the refrigerator in a container of your choice: zip-lock bag, plastic or glass container.

2. Plan your meals

For the next week, decide what you will eat for each meal, each day. Write it down and refer to it each day. This will help keep you on track.

3. Cook in advance

Any of the proteins that can be cooked in advance should be: eggs, chicken breasts, ground beef, etc... Be careful. Cooked meat can last in the refrigerator for up to seven days if the temperature is below 41 degrees but above 32 degrees. It's less time if over 41 degrees. This might take some experimenting on your part to determine how much to cook and how long it will keep.

GOALS

As mentioned earlier, you need a plan to achieve the goals you have with this program. This section provides some guidance with your goals.

Annual Goal(s)

The first thing you need is an annual goal. What is the overarching objective of taking this program? Do you want to lose weight? Do you want to eliminate your conditions or get off your medications?

You don't have to know this today but you need to know it soon. Also, when writing your goal(s), make sure they are specific. Saying to want to be healthier isn't very helpful.

Not helpful	Be healthier
Excellent	In one year I will be healthier because I will have an optimal body composition and no longer taking Lisinopril, Lipitor and Metformin.

It doesn't matter the goal. It must be specific and important to you. Additionally, if you state it in such a way that you will achieve it, you are more likely to be successful.

Monthly Goals

Getting to your annual goal takes a lot of steps. You won't just get there by accident. So you need to create monthly goals to keep you going along the way. They also must support you reaching your annual goal. Building off of our excellent goal above, we provide some examples.

This month I will...

- Measure my body composition at least once and chart my progress.
- I will monitor and chart my blood pressure and blood sugar weekly.

Weekly Goals

To achieve your monthly goals, you need weekly goals. As with our monthly goals, these need to be supportive of your monthly goals, which, by default, will make them supportive of your annual goal(s).

This week I will...

- Walk for at least 7 hours total.
- Follow the dietary recommendations at least 85% of the time.

Daily Goals

Finally, and we hope obviously, you need daily goals to help you reach your weekly goals, which will help you reach your monthly goals which will help you reach your annual goals.

Today I will...

- Walk for at least 1 hour.
- Do some personal reading for 30 minutes before bed.
- Listen to classical music for 1 hour tonight.

One other note on daily goals, they relieve stress. You can use your daily goals to help reduce stress by planning the next day each evening. It will help to calm parts of your racing brain.

SAMPLE GOAL SHEETS

On the following pages you will find sample goal sheets for each of the sections noted earlier.

Keep in mind these are only samples. Setting and achieving goals is not an exact science, so there are multiple ways to approach it. If you use these and like them, great. Feel free to also tweak them to something that will do a better job of helping you achieve your goals.

The leeway in the preceding paragraph does not, however, grant you the ability to not set goals.

ATTACHMENT B

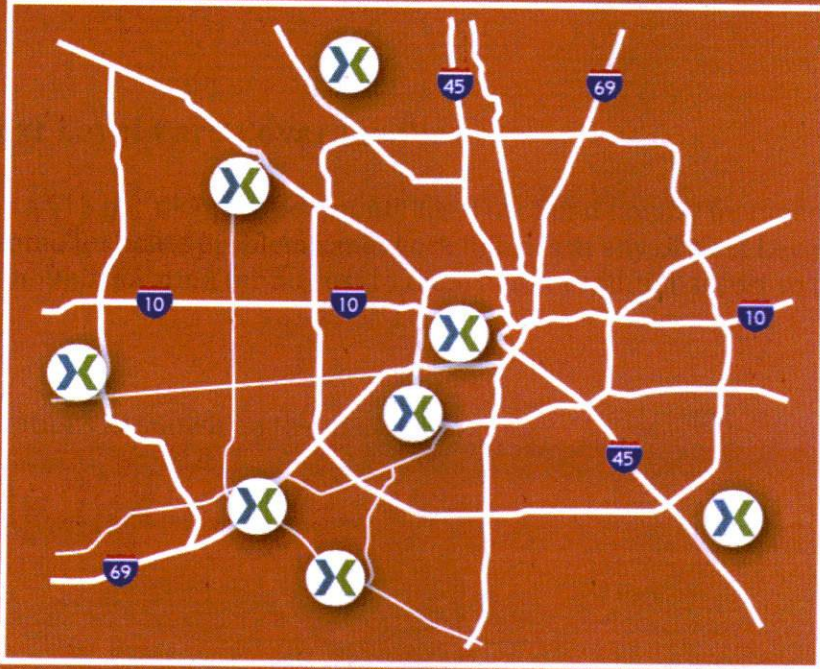
Next Level Urgent Care After Hours Care Capitated Model

Next Level Care Coverage Plan

For a \$15 per member per month fee, Fort Bend County members can be seen and treated for acute problems and work injuries at any of Next Level Urgent Care from 9am- 9pm location for no cost to them and no additional cost to the County.

Locations as shown on the map below:

Find the Next Level near you.



Champions 15882 Champion Forest Drive Spring, TX 77379	Memorial 5535 Memorial Drive, Ste B Houston, TX 77007
Cinco Ranch 10705 Spring Green Blvd, Ste 600 Katy, TX 77494	Meyerland 4936 Beechnut Street Houston, TX 77096
Clear Lake 2323 Clear Lake City Blvd, Ste 130 Houston, TX 77062	Sienna Plantation 8720 Highway 6, Ste 400 Missouri City, TX 77459
Copperfield 8100 Highway 6 North, Ste E Houston, TX 77095	Sugar Land 16902 Southwest Freeway, Ste 108 Sugar Land, TX 77479
Long Meadow 7101 W Grand Parkway S, Ste 180 Richmond, TX 77407	

ATTACHMENT C

**Scope of Services
Onsite Pharmacy
Turn-key Proposal**

FORT BEND HEALTH & WELLNESS

OUT-PATIENT PHARMACY SERVICES

BACKGROUND: Fort Bend County, Texas is seeking proposals from 3rd party management companies to provide Medical services to county employees, dependents, and retirees. Part of the "Scope of Work" is an out-patient pharmacy. Other services that "Pharmacy" could provide are Immunizations, Formulary Management, and Disease Management. Next Level would like to include pharmacy services as part of an A-La-Carte item on its proposal for the project.

ASSUMPTIONS:

Member participants: 5,000

Average daily office visits (Urgent Care & Primary) = 20 to 25 /day

Operating hours per week: 40 hrs (Monday to Friday)

Third party billing: No

Facility: Provided by Fort Bend County

Space Requirement: 500 sqft

License ownership: Fort Bend County

Drug Inventory ownership & Account Payable: Fort Bend County

Third Party Contract holder: Fort Bend County

Employee and benefits: Provided by Next Level Employment Leasing co.

Capital Equipment (including PC & software): Provided by Next Level Management Co.

Management Contract term = 3 years

IMPLEMENTATION SERVICES:

Space planning

Construction Management

Licensing

Project Implementation

Interview and hiring of pharmacy staff

Proposed Turn-key Implementation Fee: \$100,000

PHARMACY SERVICES:

Prescription services

Immunizations

Disease state management

Formulary services

Regulatory compliance

Pharmacy staffing

Proposed Monthly Management Fee: \$30,000

PROFORMA & CASH FLOW ANALYSIS:

BIOS:

Thomas Tran graduated from University of Houston, College of Pharmacy. Mr. Tran has over 20 years of experience in pharmaceuticals, sterile and non-sterile compounding, and business management. He is the founder of Metscript Pharmacies and co-founder of Grand Parkway Professional Building located in Fort Bend County, Texas. Prior to starting his own business, he served on the board of Healix and oversaw the implementation of pharmacies across the country.

MONTHLY OPERATING EXPENSES**07/30/2015
DRAFT ONLY**

Variable Expenses:	Weekly	Monthly	Yearly
Technician Labor	1,040	4,506.67	54,080
Pharmacist labor	2,600	11,266.67	135,200
Health Benefits	364	1,577.33	18,928
Sick & vacation coverage (3wks)	218	873.60	11,357
Rent	-	-	-
Accounting fees	15	65.00	780
Consulting fees	1,385	6,000.02	72,000
Utilities	-	-	-
Telephone	-	-	-
Postage	20	86.67	1,040
Advertising/Marketing	-	-	-
Merchant Fees	-	-	-
Insurance (Professional & GL)	75	325.00	3,900
Professional Fees	-	-	-
Alarm System	13	50.00	650
Software Support	140	606.67	7,280
Office Expenses	100	433.33	5,200
Buying Group (GNP & P+)	6	26.00	312
Licenses	20	86.67	1,040
Taxes	-	-	-
Building Repair/Mainten.	-	-	-
House Keeping	-	-	-
Grand Totals	\$ 5,996	25,903.62	\$ 311,767

START-UP EXPENSES		Revised Projection
Rent Deposit	\$	-
Licenses	\$	1,150.00
PC & software	\$	35,000.00
Security equipment	\$	320.00
Phone equipment	\$	-
Utility deposit	\$	-
Phone & fax lines		
DSL installation	\$	-
Office Supplies	\$	2,500.00
Refrigerators	\$	1,000.00
POS Cash Registers		
Fixtures	\$	12,000.00
Inventory	\$	-
Build-out	\$	-
Signs	\$	1,000.00
Space Planning	\$	5,000.00
Implementation and Project Management	\$	40,000.00
GNP	\$	-
Performance Plus Network	\$	50.00
Rx compound class & software		\$0
Rx compound equipment		\$800
Total	\$	98,820.00

ATTACHMENT D

Health Risk Assessment

Fort Bend County Health Risk Appraisal



Privacy statement:

All details and information you provide in this packet are kept strictly confidential. The information will be used by Next Level Urgent Care and The Health Performance Institute for the purpose of screening, health recommendations and program implementation. Any data or information written in a report or provided to your employer will be done only in aggregate form, prevention identification of individual information. The information you provide may also be shared with your Primary Care Physician (or any physician you specify), but not without your written consent and approval.

Patient Information:

Name: _____ DOB: _____
 Address: _____ Age: _____
 City: _____ State: _____ ZIP: _____ Gender: Male Female
 Email Address: _____

Medical Health: (Please mark any of the conditions you have)

Allergies	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Arthritis	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Asthma	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Back Pain	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Cancer	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Chronic Bronchitis/Emphysema	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Chronic Pain	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Depression	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Diabetes	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Heart Problems	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Heartburn/Acid Reflux	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
High Blood Pressure	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
High Cholesterol	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Menopause	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Migraine Headaches	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Osteoporosis	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Sleep Disorder	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Stroke	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Thyroid Disease	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Other: _____	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Other: _____	<input type="checkbox"/> Have Currently	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication

When Was The Last Time You Had These Preventive Services or Health Screenings:

Colon Cancer Screen	<input type="checkbox"/> Year: _____	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Flu Shot	<input type="checkbox"/> Year: _____	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Tetanus Shot	<input type="checkbox"/> Year: _____	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Blood Pressure	<input type="checkbox"/> Year: _____	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Cholesterol	<input type="checkbox"/> Year: _____	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Dental Exam	<input type="checkbox"/> Year: _____	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Pap Test (women only)	<input type="checkbox"/> Year: _____	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Mammogram (women only)	<input type="checkbox"/> Year: _____	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Breast Exam by Physician or Nurse	<input type="checkbox"/> Year: _____	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication
Prostate Exam (men only)	<input type="checkbox"/> Year: _____	<input type="checkbox"/> Under Medical Care	<input type="checkbox"/> Taking Medication

In the past 12 months, how many times have you:

Visited a physician office or clinic	<input type="checkbox"/> None	<input type="checkbox"/> 1 or 2	<input type="checkbox"/> 3 to 5	<input type="checkbox"/> 6 or more
Gone to the Emergency Room	<input type="checkbox"/> None	<input type="checkbox"/> 1 or 2	<input type="checkbox"/> 3 to 5	<input type="checkbox"/> 6 or more
Stayed overnight in the hospital	<input type="checkbox"/> None	<input type="checkbox"/> 1 or 2	<input type="checkbox"/> 3 to 5	<input type="checkbox"/> 6 or more
For Women – How often do you examine your breasts for lumps:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Every Few Months	<input type="checkbox"/> Rarely or Never	
For Men – How often do you examine your testicles for lumps:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Every Few Months	<input type="checkbox"/> Rarely or Never	

Health Related Behaviors

Cigarette Smoking

How would you describe your smoking habits? Still Smoke Used to Smoke Never Smoked
If you still smoke, how many cigarettes per day? Less than 9 10 to 15 16 to 19 20+
If you used to smoke, how many years has it been since you smoked cigarettes on a regular basis? _____

Other Forms of Tobacco

Cigar or pipe smoking Yes No
Smokeless tobacco Yes No

Drug and Alcohol Use

How frequently do you use drugs which affect your mood or help you to relax Almost Every Day Sometimes Rarely or Never
How many drinks of alcoholic beverages do you have in a typical week (one drink is a beer, glass of wine, shot) _____ drinks
How many times in the last month did you drive or ride when the driver perhaps has too much to drink None 1 or 2 times More than twice

Vehicle Safety

In the next 12 months, how many miles will you probably drive or ride in each of the following:

Car, Truck or Van:	<input type="checkbox"/> less than 1,999	Motorcycle:	<input type="checkbox"/> less than 1,999
	<input type="checkbox"/> 2,000 to 4,999		<input type="checkbox"/> 2,000 to 4,999
	<input type="checkbox"/> 5,000 to 9,999		<input type="checkbox"/> 5,000 to 9,999
	<input type="checkbox"/> 10,000 to 14,999		<input type="checkbox"/> 10,000 to 14,999
	<input type="checkbox"/> 15,000 to 19,999		<input type="checkbox"/> 15,000 to 19,999
	<input type="checkbox"/> 20,000 to 29,999		<input type="checkbox"/> 20,000 to 29,999
	<input type="checkbox"/> 30,000 or more		<input type="checkbox"/> 30,000 or more
	<input type="checkbox"/> Do not drive or ride		<input type="checkbox"/> Do not drive or ride

What percentage of the time do you usually buckle your safety bel when driving or riding: 100% 90-99% 80-89% Less than 80%
On the average, how close to the speed limit do you usually drive: Within 5 mph of the limit 6-10 mph over the limit >10 mph over the limit
On a typical day, how do you usually travel: Subcompact/Compact Car midsize/full size car or minivan Truck/Full Size Van or SUV Motorcycle Other

Health Habits

Each day, how many servings of vegetables do you eat? (1 serving would be a cup of leafy greens or ½ cup of raw or cooked vegetables like broccoli)
 5 to 6 servings a day 3-4 servings a day 1-2 servings a day Rarely/Never
Over the past week, how many times did you eat restaurant food? (This includes take-out)
 Not at all 1-2 times 3-5 times >7 times
In the average week, how many times do you engage in physical activity (exercise or work which is hard enough to make you breathe heavily and make your heart beat faster) and is done for at least 20 minutes? (For example: running, brisk walking or heavy labor, chopping, lifting, digging, etc.)
 Less than once a week 1 to 2 times per week 3 times per week 4 times or more per week
How many days per week do you get 30 minutes or more (for at least 10 minutes at a time) of light to moderate physical activity? (For example: walking, push mowing, cycling)
 None One Day Two Days Three or Four Days Five or Six Days Seven Days
When in the sun, do you protect your skin by using a sunscreen at SPF 15 or above and by wearing adequate clothing?
 All of the time Most of the time Some of the time Rarely or never
How often do you floss your teeth?
 Every day Almost every day Sometimes Rarely or never Does not apply
Considering your age, how would you describe your overall physical health?
 Excellent Very good Good Fair Poor
How many hours of sleep do you usually get at night?
 Five hours or less Six hours Seven hours Eight hours Nine hours or more

Stressors

In general, how satisfied are you with your life (include personal and professional aspects)?
 Completely satisfied Mostly satisfied Partly Satisfied Not satisfied
In general, how strong are your social ties with your family and/or friends?
 Very strong About average Weaker than average Not sure
Have you suffered a personal loss of misfortune in the past year? (For example: a job loss, disability, divorce, jail sentence, or the death of someone close to you)
 Yes, two or more serious losses Yes, one serious loss No
How often do you feel tense, anxious or depressed?
 Often Sometimes Rarely Never
During the past year, how much effect has stress had on your health?
 Very strong About average Weaker than average Not sure

Work and Health

In the past year, how many days of work have you missed due to personal illness?

- 0 1 to 2 days 3 to 5 days 6 to 10 days 11 to 15 days 16 days or more Does not apply

Would you agree you're satisfied with your job?

- Agree strongly Agree Disagree Disagree strongly Does not apply

During the past four weeks, how much did your health problems affect your productivity while you're working?

- None of the time Some of the time Most of the time All of the time Does not apply

In the past 4 weeks (28 days), how many days did you...

Miss an **entire** work day because of problems with **your** physical or mental health? _____ days

Miss an **entire** workday for any other reason (including vacation)? _____ days

Miss **part** of the workday because of problems with **your** own physical or mental health? _____ days

Miss **part** of the workday for any other reason (including vacation)? _____ days

Come in early, go home late, or work on your day off? _____ Days

In the next six months, are you planning to make any changes to keep yourself healthy or improve your health?

- Increase physical activity Lose Weight Reduce alcohol use Quit or cut down smoking
 Lower blood pressure Lower cholesterol level Cope better with stress

In the next six months, would you participate in a program that would help you to enhance your overall health?

- Yes No I'm not sure

Would you like follow-up information on other services to enhance your health?

- Yes No

Demographic Information

Current Marital Status:

- Single Married Widowed Separated/Divorced Other

Race/Origin:

- White (non-Hispanic origin) Black (non-Hispanic origin) Hispanic
 Asian/Pacific Islander American Indian/Alaskan Native Other

Highest level of education completed:

- Some high school or less High school graduate Some college
 College graduate Post graduate or professional degree

Expected household income this year:

- Less than \$35,000 \$35,000 to \$49,999 \$50,000-\$74,999
 \$75,000-\$99,999 >\$100,000

Biometric Information (to be completed by provider)

Are you pregnant: Yes No

Height: _____

Weight: _____

Waist circumference: _____

Blood pressure: _____ / _____

Cholesterol: _____

Blood sugar: _____

Nicotine: Negative Positive

ATTACHMENT E

Quality Assurance Policy

**NEXT LEVEL URGENT CARE, LLC
POLICY AND PROCEDURE MANUAL**

POLICY TITLE: Quality Assurance Plan
Category: Performance Improvement
Index Number: 60.001
Original Date: 4/22/2013
Last Review Date: 4/22/2013
SUPERCEDES:

PURPOSE:

NLUC, LLC. strives to provide the highest standards of care to our patients. We will provide this quality care by identifying and meeting the psychological, physiological and sociological needs of each patient. We will continuously strive to improve our performance through the identification and analysis of problems, development of improvement plans, evaluation and implementation of those plans. A continuing program of Quality Assurance will be implemented utilizing the five-step program. Improved patient health outcomes delivered in a cost effective manner are the ultimate goal of the organizational Quality Assurance plan.

POLICY:

All employees will be invited to participate in the Quality Assurance Plan to identify problems, develop solutions and evaluate implementation of solutions for resolution or improvement in patient care/cost related issues of services provided at NLUC.

PROGRAM OBJECTIVES:

1. Develop monitors to evaluate actual procedures performed and patient outcomes using pre-established standards and guidelines.
2. Implement plan with systematic monitoring.
3. Identify and evaluate deficits in care that require corrective action.
4. Assure that corrective action is planned, implemented and monitored for effectiveness.
5. Utilize corrective actions as opportunities for improvement.
6. Document and report findings and recommendations to those in the appropriate lines of authority.
7. Integrate the Bureau of Radiation Control with the Quality Assurance Plan.
8. Evaluate and revise Quality Assurance activities as necessary and appropriate.
9. Report outcomes, studies, actions taken and recommendations for review, approval and recommendations to the Director of Operations for review and approval.

SCOPE:

The Quality Assurance Plan is generated as a result of high risk, high volume, problem prone activities and the established Quality Standards. The Center is divided into two areas; Business Office and Clinical Areas. NLUC employees consolidate data and report monitoring activities to the Clinical Director or designees. Delineation of the scope of care given in the Center is as follows:

1. Patients served are elective.
2. Types of services that may be offered are as follows:
 - a. Urgent Care for minor injuries or medical illnesses
 - b. Drug Testing/ Pre-Employment or school-related Physicals
 - c. Work-related injuries
 - d. X-ray
3. Treatments or activities performed are urgent care for minor emergencies, medical illnesses, and associated radiological procedures
4. The types of practitioners are:
 - e. Physicians, PA
 - f. Nurses, Nurse Practitioner
 - g. Radiologic Technologist
 - h. Medical Assistants
 - i. Business Office Personnel
5. Sites for rendering care are as follows:
 - a. Clinics
 - b. Business Office

STRUCTURE:

In order to ensure that a planned, systematic, organization wide approach to Quality Assurance is implemented the following structure has been established:

- A. Management and NLUC Staff support for plan development/ revision utilizing Medicare guidelines.
- B. Medical Director and the Clinical Director:
 1. Review and approve QA plan and revisions.
 2. Approve revised policies and procedures pertaining to QA activities
 3. Review QA Monitoring Results
- C. Medical Director:
 1. Ensures chart review for peer review.
 2. Ensures compliance with established Quality Assurance Program..
 3. Facilitates physician involvement in Quality Assurance activities.
- D. Center Staff:
 1. Perform monitoring activities as assigned by the Clinical Director.
 2. Identify potential problems/problems and possible solutions.
 3. Implement revised policies and procedures.
 4. Participate in QA teams to ensure continued quality improvement.

THE PLAN:

The criteria used for designing new processes and services and/or the incremental improvement of existing processes or services shall be based on the following assessment:

1. Is it consistent with the Center mission and resources (human, financial and physical) or related to one of our quality standards?
2. Is the area targeted for improvement a high risk, high volume or problem prone process?
3. Are the needs and expectations of all customers (patients, staff, community, physicians, payers, and other) considered?
4. Is the design or improvement effort based upon up to date sources of information (common practice guidelines, professional literature, and the input of experts in the field)?
5. Is the performance of the process and their outcomes in other organizations (external databases) used to provide information on performance as it relates to peers in the industry?
6. Has the plan been developed with input from all relevant sources?
7. Is the plan reviewed annually and revised as necessary?

MEASUREMENT:

Measurement is the foundation of all Quality Assurance activities. Measurement involves the collection of data and forms the basis for determining the level of performance of existing processes and the outcomes resulting from these processes. Measurement will be systematic, relate to relevant dimensions of performance, and be appropriate in scope and focus.

- A. The measurement system includes data on:
 1. Processes (goal directed, interrelated series of actions, events, mechanisms or steps) and outcomes.
 2. A comprehensive set of performance measures (indicators that measure both quality and quantity)
 3. Patient and customer expectations and satisfaction.
- B. The QA will use appropriate statistical quality control techniques. The assessment of the QA program will include at the minimum the following:
 1. Comparison to data over time
 2. Comparison with practice guidelines in the literature and expert opinions.
 3. Comparison to external data bases.
 4. Comparison to company internal databases.
- C. Intensive assessment will occur in the following cases:
 1. When there is an undesirable variation
 2. When trends or patterns are identified in the assessment of data.
 3. When the organization's performance varies from recognized standards.

4. When the organization wishes to improve an already good performance.
5. When there is a significant medication error.
6. When there is a verified Adverse Drug Reaction.
7. When there is an injury requiring follow-up with a physician.

PROCESSES THAT MUST BE MEASURED ARE:

1. Invasive, and non-invasive procedures that place patients at risk.
2. The use of medications.
3. Appropriateness of services
4. Risk Management activities.
5. The development of new services/programs.
6. Medical Records
7. Infection Control
8. Medical Staff will review licensed independent practitioner (MD's etc) issues through its process of peer review.
9. The appropriate management shall review center issues through the normal Human Resources process.

The center shall systematically improve its performance by improving existing and new processes. Decisions to improve existing processes shall be based upon the following:

1. An undesirable change occurs
2. It is part of an important function as defined by accrediting bodies.
3. It is a required item for improvement by an accrediting body.
4. Consideration of the organization's mission, vision and/or priorities is impacted.

The Center has designated the Medical Director to function as the Quality Assurance Committee; the committee is responsible for carrying out QA studies. There are five basic steps in a Quality Assurance study. They are as follows:

1. Problem identification – a problem can be uncovered from a variety of sources such as chart reviews, patient satisfaction surveys, staff suggestions, radiology reports, observations, and incident reports.
2. Determining the extent of the problem – It must be determined if this is an isolated incident, which is already resolved; a problem relating to one individual, which can be solved on an individual basis, or a problem that needs additional attention or study.
3. Problem resolution—will be approved of by the Medical Director and meet the following expectations:
 - a. It will consider the impact on the relevant dimensions of performance.
 - b. It will set performance expectations of change.
 - c. It will include adopting or creating new measurement methods.
 - d. It will involve those individuals, professional, and services closest to the improvement activity.
4. Implement identified resolution/process.
5. Evaluate the resolution—measurement activities will evaluate the implemented resolution.

Roles and Responsibilities:

RESPONSIBLE PARTY	RESPONSIBILITIES
<p>Medical Director</p>	<p>The Medical Director shall be responsible to ensure the provision of optimal quality care and organization-wide Quality Assurance within available resources. The authority to fulfill the goals of QA function is delegated to the Professional Standards Committee and Administration of NLUCC.</p> <p>The Medical Director, together with Administration shall facilitate QA as follows:</p> <ol style="list-style-type: none"> 1. Provide direction in setting QA priorities based on the Facilities vision and goals. 2. Oversee the design, implementation, and ongoing monitoring of the organization-wide QA function. 3. Establish an organizational structure that supports commitment to QA. 4. Provide adequate resources to accomplish the QA function. <p>Receive, review and accept reports regarding the effectiveness of QA organization-wide improvement activities.</p>
<p>Clinical Director</p>	<p>The Clinical Director or designee will be responsible for the following:</p> <ol style="list-style-type: none"> 1. Ensure that internal processes and activities throughout the organization are continuously and systematically measured, assessed, and improved. 2. Provide guidance in establishing priorities for QA projects based on established criteria. 3. Allocate resources for assessing and improving the organization's governance, managerial, clinical, and support services. 4. Analyze and assess the effectiveness of its contribution to QA.
<p>Risk Management Program</p>	<p>The Risk Management Program shall seek to reduce the frequency and severity of incidents and adverse events, thus minimizing loss and contributing to QA through risk identification, evaluation, control and education. The Medical Director or designee will identify and correct conditions, which have caused or could cause injury or loss; monitor resolution of risk-related problems, plan/provide appropriate education to employees, Medical Staff and contract personnel; and interact with the staff and Administration. The Clinical Director or designee will report center related incidents to the Medical Director. In addition the Clinical Director or designee will provide statistical analysis and trending data of risk related activities.</p>

ATTACHMENT F

Onsite Healthcare Activity Report

Next Level Urgent Care

Onsite Healthcare Activity Report

Patient PM Id	Ticket Number	Service Date	Patient Age	Patient Gender	Patient Marital Status	Patient Race	CPT Code	Diagnosis1
79182	SIE011065	7/15/2015 0:00	36 Female	Single	Black or African American	99455	879.8	
54288	SWT013285	7/1/2015 0:00	21 Female	Single	White	87880	465.9	
54288	SWT013285	7/1/2015 0:00	21 Female	Single	White	99214	465.9	
83144	SWT013286	7/1/2015 0:00	29 Female	Married	Black or African American	99203	682.9	
83144	SWT013286	7/1/2015 0:00	29 Female	Married	Black or African American	10060	682.9	
83146	SWT013287	7/1/2015 0:00	79 Female	Unknown or other	White	71020	466.0	
83146	SWT013287	7/1/2015 0:00	79 Female	Unknown or other	White	99203	466.0	
75834	SWT013288	7/1/2015 0:00	23 Female	Single	White	99080	847.2	
75834	SWT013288	7/1/2015 0:00	23 Female	Single	White	99214	847.2	
58000	SWT013289	7/1/2015 0:00	29 Female	Married	White	S9083	569.42	
83161	SWT013290	7/1/2015 0:00	59 Female	Married	White	99203	465.9	
68142	SWT013291	7/1/2015 0:00	36 Male	Married	White	S9083	564.00	
2731	SWT013293	7/1/2015 0:00	13 Female	Single	White	S9083	465.9	
2731	SWT013293	7/1/2015 0:00	13 Female	Single	White	87880	465.9	
73697	SWT013294	7/1/2015 0:00	27 Male	Single	White	99080	847.2	
73697	SWT013294	7/1/2015 0:00	27 Male	Single	White	99214	847.2	
12014	SWT013295	7/1/2015 0:00	3 Male	Unknown or other	White	12011	879.8	
12014	SWT013295	7/1/2015 0:00	3 Male	Unknown or other	White	99214	879.8	
83184	SWT013298	7/1/2015 0:00	66 Male	Married	Black or African American	93000	719.41	
83184	SWT013298	7/1/2015 0:00	66 Male	Married	Black or African American	S9083	719.41	
82753	SWT013299	7/1/2015 0:00	58 Female	Single	White	J1100	682.9	
82753	SWT013299	7/1/2015 0:00	58 Female	Single	White	96372	682.9	
82753	SWT013299	7/1/2015 0:00	58 Female	Single	White	99214	682.9	
83190	SWT013301	7/1/2015 0:00	55 Female	Married	White	99203	V65.49	
83218	SWT013302	7/1/2015 0:00	52 Male	Single	White	S9083	681.02	
83233	SWT013303	7/1/2015 0:00	42 Male	Married	Black or African American	99203	719.44	
83233	SWT013303	7/1/2015 0:00	42 Male	Married	Black or African American	73140	719.44	
83244	SWT013304	7/1/2015 0:00	35 Female	Married	White	S9083	599.0	
83244	SWT013304	7/1/2015 0:00	35 Female	Married	White	81003	599.0	
81197	SWT013305	7/1/2015 0:00	64 Female	Single	Black or African American	99080	847.9	
81197	SWT013305	7/1/2015 0:00	64 Female	Single	Black or African American	99214	847.9	
83257	SWT013306	7/1/2015 0:00	36 Female	Single	Black or African American	81003	599.0	
83257	SWT013306	7/1/2015 0:00	36 Female	Single	White	99203	599.0	
83248	SWT013307	7/1/2015 0:00	23 Female	Single	White	72100	847.2	
83248	SWT013307	7/1/2015 0:00	23 Female	Single	White	S9083	847.2	
83248	SWT013307	7/1/2015 0:00	23 Female	Single	White	72070	847.2	
83259	SWT013308	7/1/2015 0:00	24 Female	Unknown or other	White	99203	782.1	
83268	SWT013309	7/1/2015 0:00	7 Female	Single	White	99203	057.9	
83282	SWT013310	7/1/2015 0:00	50 Female	Single	Black or African American	93000	728.85	
83282	SWT013310	7/1/2015 0:00	50 Female	Single	Black or African American	99203	728.85	
83295	SWT013311	7/2/2015 0:00	46 Male	Married	Black or African American	S9083	380.4	
83295	SWT013311	7/2/2015 0:00	46 Male	Married	Black or African American	69210	380.4	

ATTACHMENT G

HRA Sample Report

HRA SAMPLE REPORT

HEALTH ASSESSMENT SUMMARY REPORT

PREPARED FOR FORT BEND COUNTY

The results data in this sample report is entirely fictitious and entered for the purposes of demonstration



February 15, 2016

Executive Summary

Number of FBC Participants: XXX

Demographic Information (p. 4)

Male Participants: XX.X%

Female Participants: XX.X %

Average Age of Participants: XX

Average Wellness Score (p. 5): XX.X

Risk Status (p. 6-7)

Low Risk (0-2 risks): XX.X %

Medium Risk (3-4 risks): XX.X %

High Risk (5+ risks): XX.X %

Average number of risks: X.X

Health Risks by Prevalence in the Population (p. 8)

The three most prevalent health risks in the population are:

1. Body Weight XX.X %
2. Blood Pressure XX.X %
3. Smoking XX.X %

Health Problems Self-Reported (p. 10)

The three most prevalent health problems self-reported by participants are:

1. Allergies XX.X %
2. High Blood Pressure XX.X %
3. High Cholesterol XX.X %

Preventive Health Services (p. 11)

The preventive health services with the least compliance are:

Flu Shot XX.X %

Colon Cancer Screen. XX.X %

Mammography Screen XX.X %

Health Enhancement Changes (p. 12-13)

The top three behaviors participants are planning to change during the next six months are:

1. Increase Physical Activity XX.X % of the participants
2. Lose Weight (BMI) XX.X % of the participants
3. Reduce Fat/Cholesterol Intake XX.X % of the participants

GLOSSARY OF TERMS

Wellness Score

Our wellness score is generated from three major components: mortality risk, health risk, and preventive services compliance. Each of these components is weighted differently with mortality Risk weighted at 50%, Health Risks at 30% and Preventive service compliance at 20%.

Risk Status

The goal is to reduce the number of those at high risk and increase the number at low risk. The risk factors are outlined on next page.

Health Risks by Prevalence

Health risks are ranked based on those with the highest prevalence in your population. These are the risks recommended for population-wide programs.

Self-Reported Health Problems

These health problems are listed in order of prevalence in your population and reflect the responses to question number one of the HRA

Health Age Index

This index compares the appraised and achievable ages of a participant. The appraised age is a derived age corresponding to a person's health risks. The achievable age is a derived age calculated by modifying all health risks. If the difference between the appraised age and the achievable age is greater than 4, the person is considered to be high risk in this index.

High Risk Factors

Alcohol

Male: More than 14 drinks per week. Female: More than 7 drinks per week.

Blood Pressure

Systolic greater than 139 mmHg or diastolic greater than 89 mmHg; or self-report high or currently on blood pressure medication or under medical care for blood pressure.

Body Weight

Body Mass Index (BMI) equal to or greater than 27.5 kg/m²

Cholesterol

Greater than 239 mg/dL

Existing Medical Conditions

Self-reported heart problems, cancer, diabetes, past stroke, chronic bronchitis/emphysema

Health Age Index

Greater than 4 – See Glossary for description

Illness Days

More than 5 days in the past year

Job Satisfaction

Disagree or strongly disagree

Life Satisfaction

Partly or not satisfied

Medication/Drug for Relaxation or Enjoyment

Use almost every day or sometimes

Perceived Health

Fair or Poor

Physical Activity

Less than one time per week

Safety Belt Use

Less than 100 percent

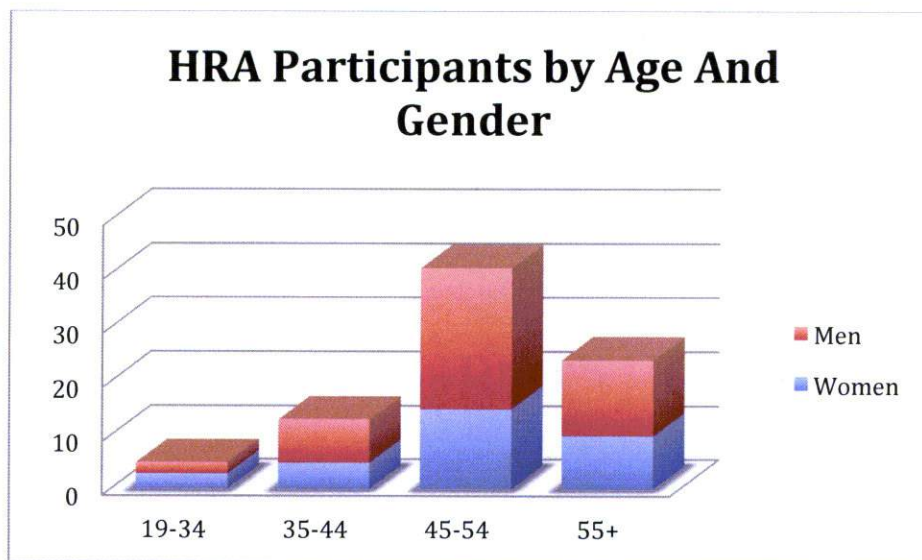
Smoking

Current cigarette smoker

Stress

Greater than 20 (based on a composite score from answers to marital status, personal loss, life satisfaction, perception of health, hours of sleep, social ties); or selected "a lot" for effect of stress on personal health; or selected "often" for feel tense, anxious, or depressed.

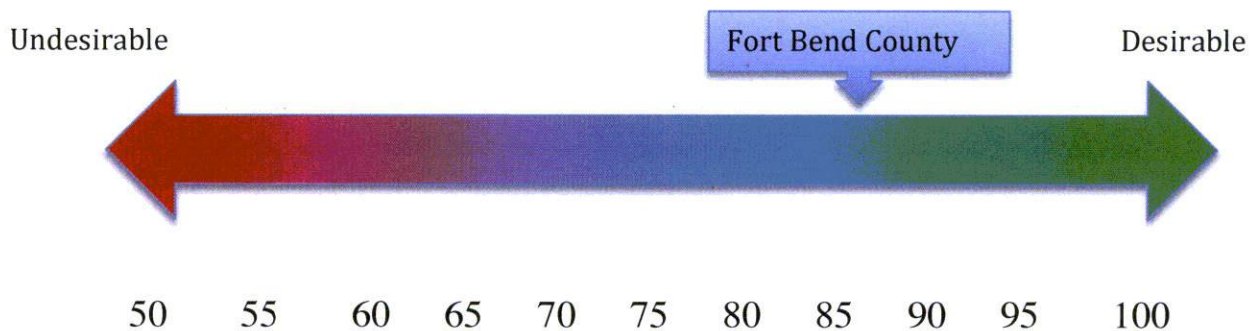
DEMOGRAPHICS



The target participation rate for a comprehensive wellness program should be 50% or more in any one year and 80% cumulative over 4 years.

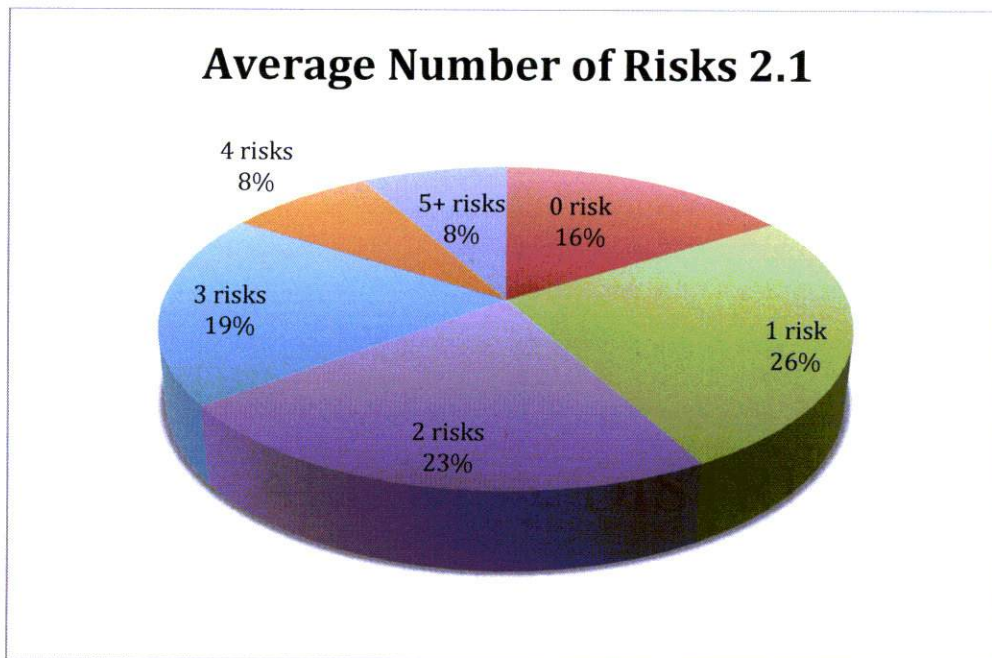
Wellness Score

FBC Average Wellness Score:



- The Wellness Score is a combination of three components: use of preventive services; the total number of risk factors; and the interaction of the risk factors that lead to disease.
- The Wellness score is reflective of a person's health behavior more than health status. A person can have a high wellness score despite having a chronic disease by taking measures to lead a healthy lifestyle. An individual can alter their score by changing their health-related behaviors.
- Extensive research has linked wellness score to disease development and chances of an individual's use of the health care system over the next several years. A low wellness score is likely to precede healthcare utilization.
- In addition to its value to individuals, the Wellness Score average can be used as a general company-wide 'temperature of wellness' for those who participated, and compared year to year.

OVERALL RISK DISTRIBUTION



Risk Factors

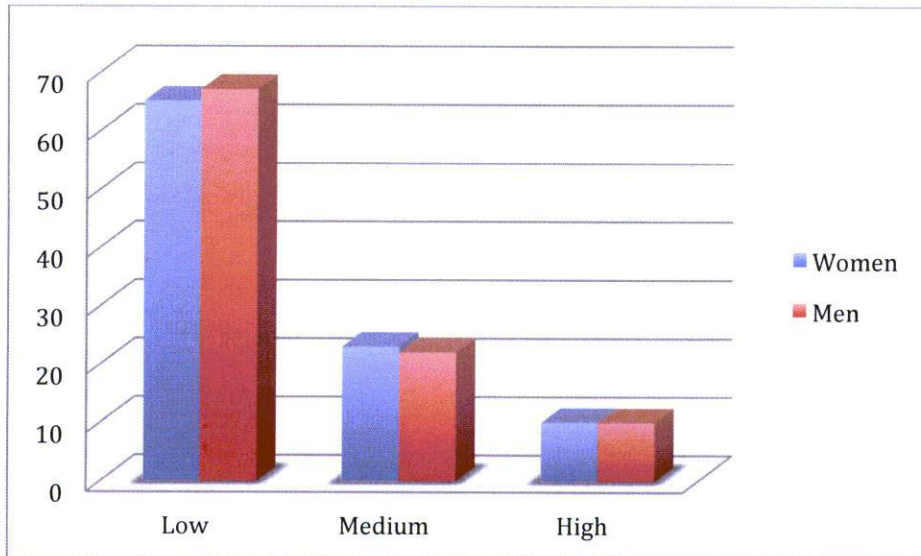
Risk factors can be viewed individually or as components of risk status.

- A complete list of the risk factors is found on page 2, along with the risk cuts.
- This information is important to guide population-based programs toward reaching the target goal of 70% (or higher) low risk.

Why are risk status and risk percentages important?

- Number of risks increase as the potential for poor health increase.
Frequently, risk accumulation happens prior to a medical event.
- Decreasing the number of risks is important, but so is the maintenance of good health and low risk.
 - Good wellness programs prevent the accumulation of additional risks.
 - Just don't get worse is a strategy that may prove useful to those individuals beginning a wellness program or to those who are low-risk.
 - The zero risk population is a subset of the low risk population. It represents a key portion of the population to be maintained through a preventive-oriented wellness program.

Risk Status



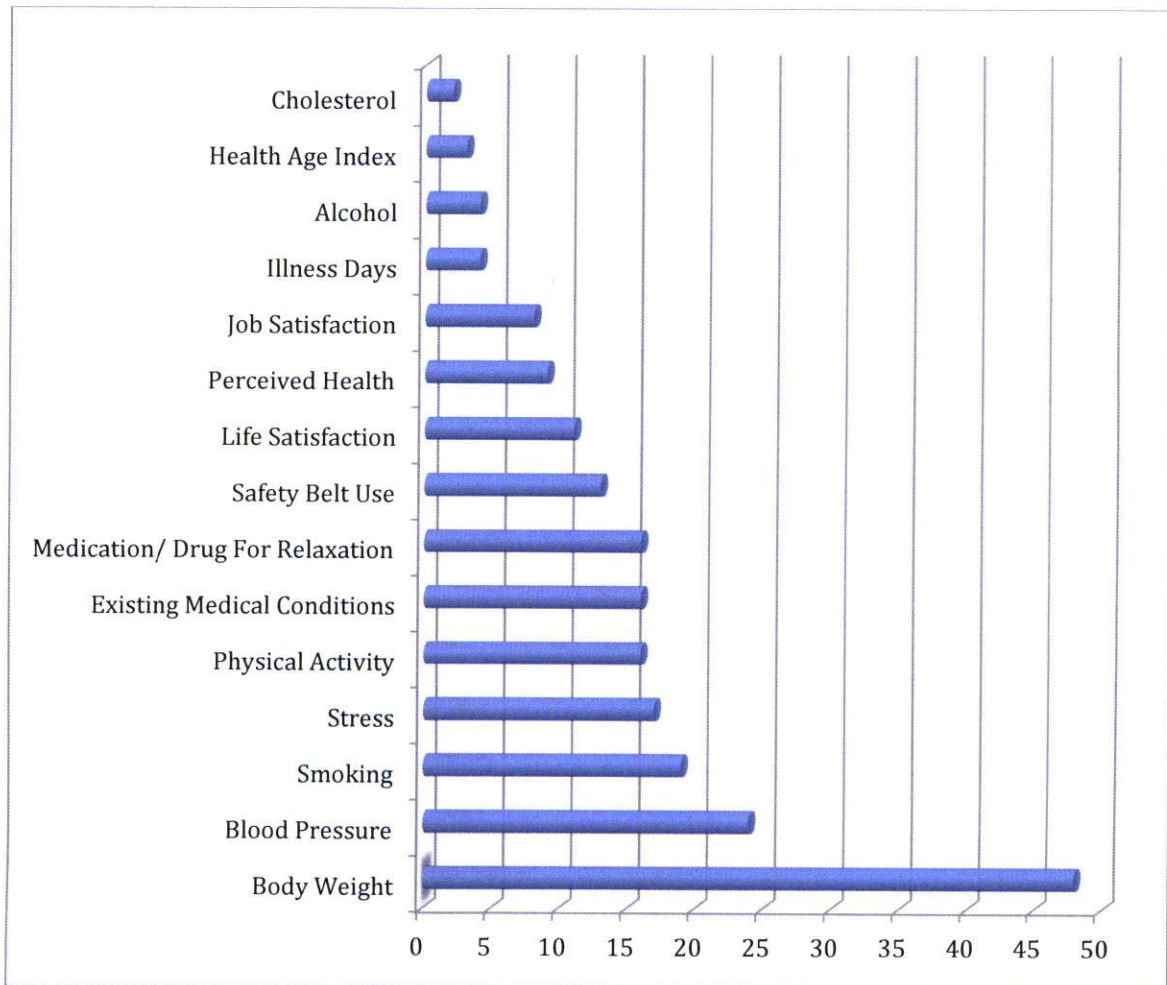
Low Risk Status

The Low Risk population is the core target group for the health maintenance strategy to “Keep Healthy People Healthy.”

- The low risk population is typically the lowest cost population. However, this population will not remain low risk or low cost if ignored.
- The natural flow of health risk is toward increased risk and cost as participants age.
- Many health intervention programs do not address this low risk population. A good wellness program encourages participants to maintain a low risk lifestyle. Programs that maintain the low risk population can reduce the rate of increasing risks and costs compared to those companies who have a ‘Do Nothing’ (natural flow) strategy.

Addressing Risks through a Wellness Program Risk stratification shown above summarizes overall health status. The following pages show Risk Prevalence and Prioritization within your population. Focusing your health promotion programs on the top prioritized risks should have the greatest impact on costs within the next 1-3 years.

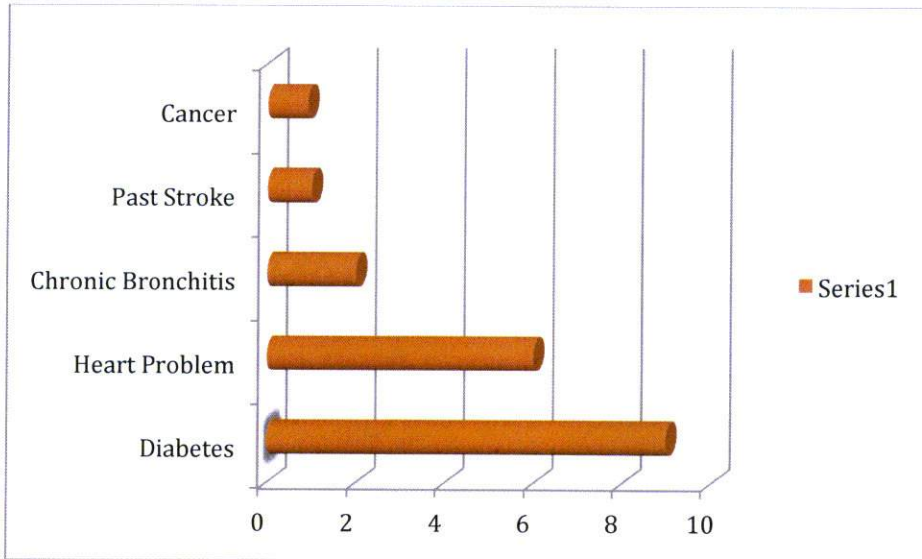
Prevalence of Health Risks



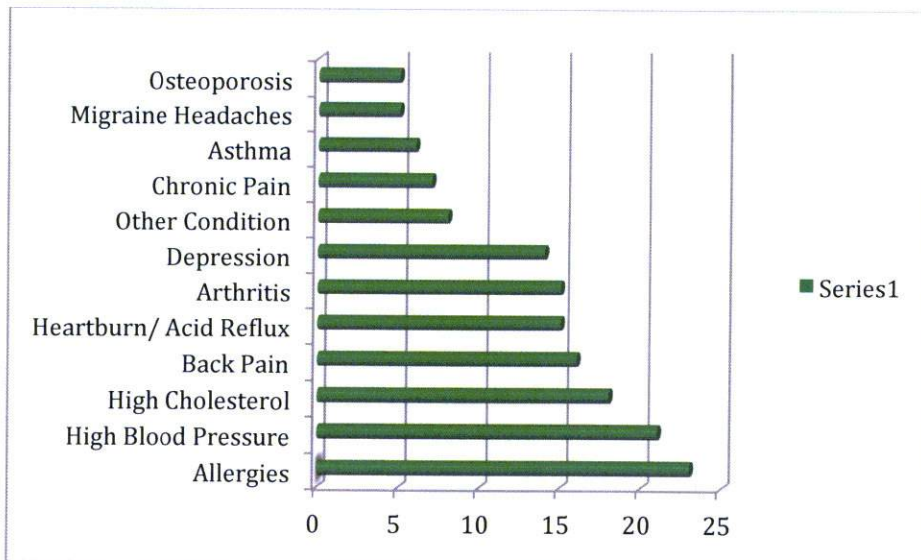
The prevalence of risks in your population is shown on the graph above. These risks should be addressed through population-based programs where everyone can participate ('no weight gain', 'know your numbers' and 'buckle-up' are examples).

Self-Reported Health Problems

The figure below shows the prevalence of self-reported health problems within your population. These health problems should be addressed by creative benefit design programs which reward individuals for adherence to evidence-based medical and healthy lifestyle behaviors.



Other Common Conditions



Recommended Preventive Services

The following preventive services are recommended for specific age and gender groups. Note that the compliance goal for all preventative services is 100%. Compliance with preventive services is one of the core healthy behaviors predictive of positive health outcomes.

Percent Compliant of those Eligible

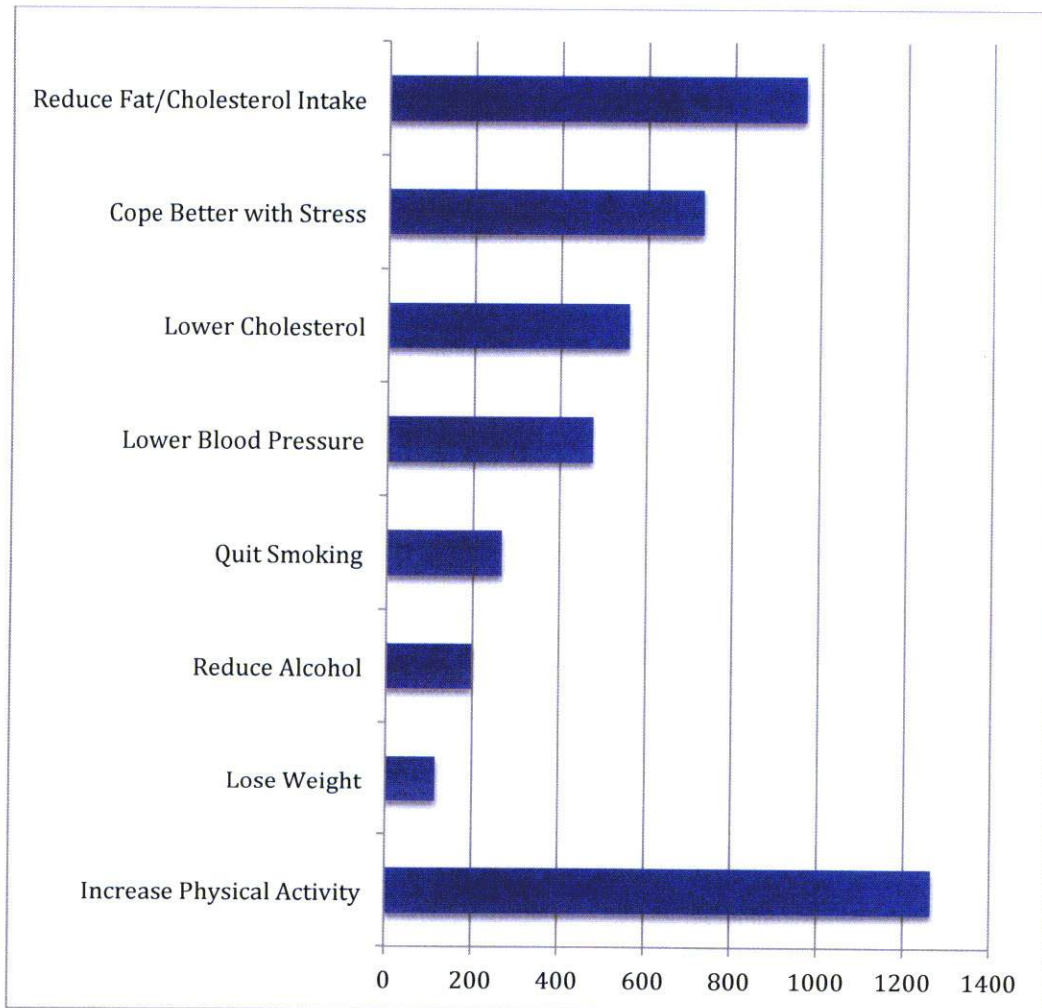
Non-Compliant Preventive Services Criteria and Eligible Population

	Eligible		Non-Compliant		
	Population	N	Criteria	N	%
Blood Pressure	Age >= 18	X	Screened 2 or more years ago	X	XX.X%
Cholesterol	Male >=35 Female >=45	X	Screened 5 or more years ago	X	XX.X%
Colon Cancer	Age >=50	X	Screened 5 or more years ago	X	XX.X%
Flu Shot	All Ages	X	Shot 1 or more year ago	X	XX.X%
Tetanus Shot	All Ages	X	Never or Don't know	X	XX.X%
Pap Test	Female >=18 and <=65	X	Screened 2 or more years ago	X	XX.X%
Mammogram	Female Age >=40	X	Screened 3 or more years ago	X	XX.X%

Intended Behavior Changes in the Next Six Months

The table below shows people who are planning to change their health behavior over the next 6 months. Research has shown that individuals may benefit from wellness programming based on their intention and health risks.

Number of People Planning to Change



SECTION II Detailed Responses

TABLE 1. PHYSIOLOGICAL MEASUREMENTS

	FBC Participants (N=XXX)	
	Number	Percent
1. Blood Pressure (BP) 2. Total Cholesterol 3. HDL Cholesterol 4. Weight by BMI Everyone Females Only Males Only		

TABLE 2. HEALTH PROBLEMS SELF-REPORTED

	FBC Participants (N=XXX)	
	Number	Percent
1. Allergies Never Have Currently Taking Medication Under Medical Care 2. Arthritis Never Have Currently Taking Medication Under Medical Care 3. Asthma Never Have Currently Taking Medication Under Medical Care		

<p>4. Back Pain Never Have Currently Taking Medication Under Medical Care</p> <p>5. Cancer Never Have Currently Taking Medication Under Medical Care</p> <p>6. Chronic Bronchitis/ Emphysema Never Have Currently Taking Medication Under Medical Care</p> <p>7. Chronic Pain Never Have Currently Taking Medication Under Medical Care</p> <p>8. Depression Never Have Currently Taking Medication Under Medical Care</p> <p>9. Diabetes Never Have Currently Taking Medication Under Medical Care</p> <p>10. Heart Problems Never Have Currently Taking Medication Under Medical Care</p> <p>11. Heartburn or Acid Reflux Never Have Currently Taking Medication Under Medical Care</p> <p>12. High Blood Pressure Never Have Currently Taking Medication Under Medical Care</p>	
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13. High Cholesterol Never Have Currently Taking Medication Under Medical Care	
14. Menopause Never Have Currently Taking Medication Under Medical Care	
15. Migraine Headaches Never Have Currently Taking Medication Under Medical Care	
16. Osteoporosis Never Have Currently Taking Medication Under Medical Care	
17. Stroke Never Have Currently Taking Medication Under Medical Care	
18. Other Condition Never Have Currently Taking Medication Under Medical Care	

TABLE 3. PHYSICAL EXAMINATIONS

	FBC Participants (N=XXX)	
	Number	Percent
1. Colon Cancer Screen		
2. Rectal Exam		
3. Flu Shot		
4. Tetanus Shot		
5. Blood Pressure		
6. Cholesterol		
7. Pap Test		
8. Mammogram		

<ul style="list-style-type: none"> 9. Breast Exam by Health Professional 10. Breast Self Exam 11. Self Exam Testicles 12. Prostate Exam 	
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TABLE 4. HEALTH RELATED BEHAVIORS

	FBC Participants (N=XXX)	
	Number	Percent
<ul style="list-style-type: none"> 1. Tobacco Use <ul style="list-style-type: none"> a. Cigarette Smoking b. Cigars/Pipes c. Smokeless Tobacco 2. Alcohol Drinks <ul style="list-style-type: none"> a. Everyone b. Male Only c. Female Only 3. Drive Drunk or with a Drunk Driver 4. Medication/Drug for Relaxation 5. Safety Belt Usage 6. Drive Speed Limit 7. Travel 8. Drive (Car, Truck, or Van) 9. Ride Motorcycle 10. Physical Activity 11. Vegetable Servings 12. Fast Food/ Restaurant Food 		

TABLE 5. HEALTH ENHANCEMENT CHANGES

Planned Changes in Next 6 Months	FBC Participants (N=XXX)	
	Number	Percent
<ul style="list-style-type: none"> 1. Increase Physical Activity 2. Lose Weight 3. Reduce Alcohol Use 4. Quit or Cut Down Smoking 5. Reduce Fat/ Cholesterol Intake 6. Lower Blood Pressure 7. Lower Cholesterol Level 8. Cope Better with Stress 		

9. Participate in Wellness Program	
10. Receive Follow Up Information	

TABLE 6. QUALITY OF LIFE INDICATORS

	FBC Participants (N=XXX)	
	Number	Percent
1. Life Satisfaction		
2. Job Satisfaction		
3. Self-Report Physical Health		
4. Days of Work Missed Due to Illness		
5. Social Support		
6. Serious Personal Loss		
7. Feel Tense, Anxious, Depressed		
8. Stress Effect on Your Health		
9. Sleep		

TABLE 7. ADDITIONAL INFORMATION

	FBC Participants (N=XXX)	
	Number	Percent
1. Visit to Doctor/Clinic (past year)		
2. Visit to Emergency Room (past year)		
3. Hospital Overnight (past year)		

TABLE 8. PRESENTEEISM

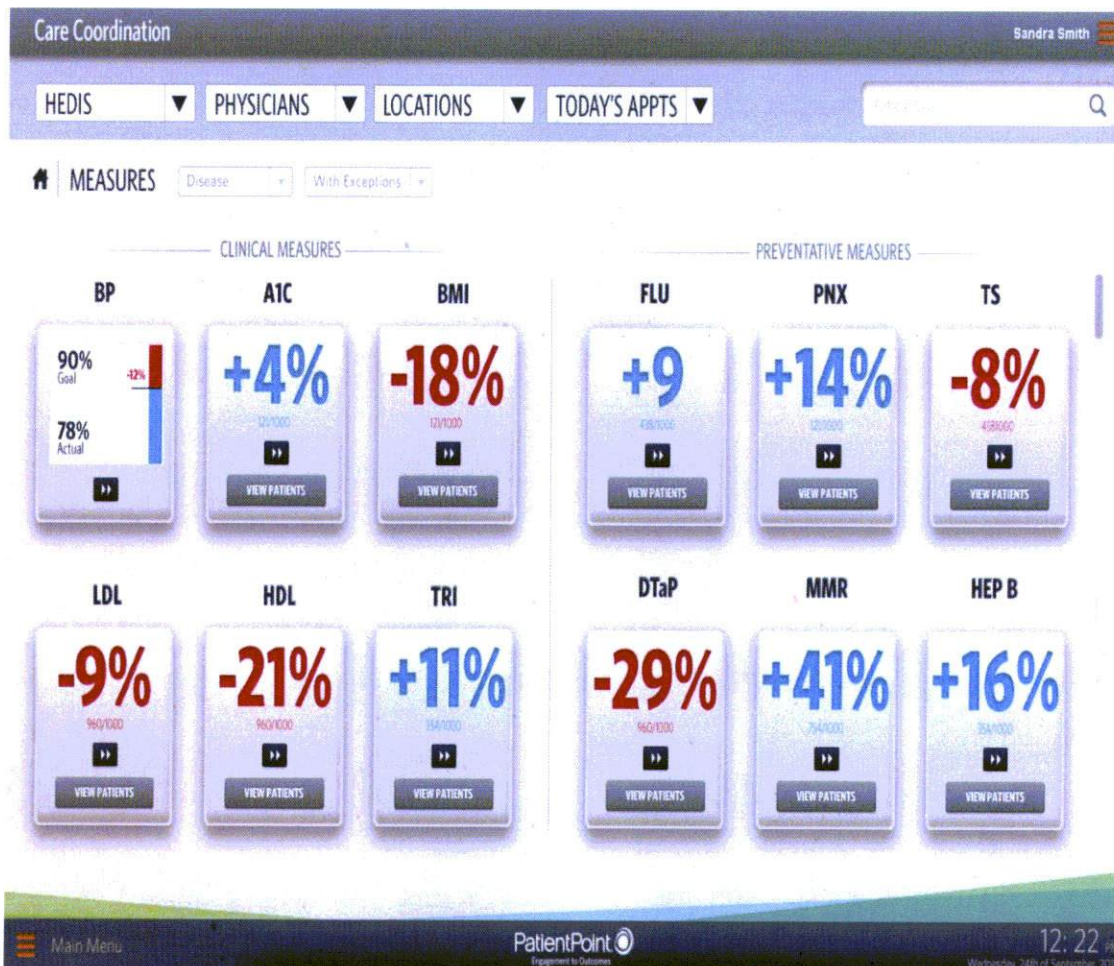
	FBC Participants (N=XXX)	
	Number	Percent
1. Health Problems Affect Productivity		
a. No Health Problems		
b. None of the time		
c. Some of the Time		
d. Most of the Time		
e. All of the Time		

TABLE 9. DEMOGRAPHIC DISTRIBUTION

	FBC Participants (N=XXX)	
	Number	Percent
1. Age		
2. Sex		
3. Education		
4. Annual Income		
5. Marital Status		
6. Race		

ATTACHMENT H

Clinical Indicators Monitoring Through HealthGrid



Example of a Patient's Care Coordination Dashboard through HealthGrid
 At a glance, Next Level and Fort Bend County can get a report card on how we are doing in managing our patients Primary Care.

ATTACHMENT I

IT Security Policy



INFORMATION SECURITY POLICY

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Next Level Urgent Care		Policy and Procedure
Title: INTRODUCTION	P&P #: 80.1	
Approval Date: 1/1/2014	Review: Annual	
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1 Introduction

1.1 PURPOSE

This policy defines the technical controls and security configurations users and Information Technology (IT) administrators are required to implement in order to ensure the integrity and availability of the data environment at Next Level Urgent Care. It serves as a central policy document with which all employees and contractors must be familiar, and defines actions and prohibitions that all users must follow. The policy provides IT managers within Next Level Urgent Care with policies and guidelines concerning the acceptable use of Next Level Urgent Care technology equipment, e-mail, Internet connections, voice-mail, facsimile, future technology resources and information processing.

The policy requirements and restrictions defined in this document shall apply to network infrastructures, databases, external media, encryption, hardcopy reports, films, slides, models, wireless, telecommunication, conversations, and any other methods used to convey knowledge and ideas across all hardware, software, and data transmission mechanisms. This policy must be adhered to by all Next Level Urgent Care employees or temporary workers at all locations and by contractors working with Next Level Urgent Care as subcontractors.

1.2 SCOPE

This policy document defines common security requirements for all Next Level Urgent Care personnel and systems that create, maintain, store, access, process or transmit information. This policy also applies to information resources owned by others, such as contractors of Next Level Urgent Care, entities in the private sector, in cases where Next Level Urgent Care has a legal, contractual or fiduciary duty to protect said resources while in Next Level Urgent Care custody. In the event of a conflict, the more restrictive measures apply. This policy covers Next Level Urgent Care network system which is comprised of various hardware, software, communication equipment and other devices designed to assist Next Level Urgent Care in the creation, receipt, storage, processing, and transmission of information. This definition includes equipment connected to any Next Level Urgent Care domain or VLAN, either hardwired or wirelessly, and includes all stand-alone equipment that is deployed by Next Level Urgent Care at its office locations or at remote locales.

1.3 ACRONYMS / DEFINITIONS

Common terms and acronyms that may be used throughout this document.

CEO – The Chief Executive Officer is responsible for the overall privacy and security Next Level Urgent Cares of the company.

CTO – The Chief Technology Officer

CMO – The Chief Medical Officer.

CO – The Confidentiality Officer is responsible for annual security training of all staff on confidentiality issues.

CPO – The Chief Privacy Officer is responsible for HIPAA privacy compliance issues.

CST – Confidentiality and Security Team

DoD – Department of Defense

Encryption – The process of transforming information, using an algorithm, to make it unreadable to anyone other than those who have a specific 'need to know.'

External Media –i.e. CD-ROMs, DVDs, floppy disks, flash drives, USB keys, thumb drives, tapes

FAT – File Allocation Table - The FAT file system is relatively uncomplicated and an ideal format for floppy disks and solid-state memory cards. The most common implementations have a serious drawback in that when files are deleted and new files written to the media, their fragments tend to become scattered over the entire media, making reading and writing a slow process.

Firewall – a dedicated piece of hardware or software running on a computer which allows or denies traffic passing through it, based on a set of rules.

FTP – File Transfer Protocol

HIPAA - Health Insurance Portability and Accountability Act

IT - Information Technology

LAN – Local Area Network – a computer network that covers a small geographic area, i.e. a group of buildings, an office.

NTFS – New Technology File Systems – NTFS has improved support for metadata and the use of advanced data structures to improve performance, reliability, and disk space utilization plus additional extensions such as security access control lists and file system journaling. The exact specification is a trade secret of Microsoft.

SOW - Statement of Work - An agreement between two or more parties that details the working relationship between the parties and lists a body of work to be completed.

User - Any person authorized to access an information resource.

Privileged Users – system administrators and others specifically identified and authorized by Next Level Urgent Care management.

Users with edit/update capabilities – individuals who are permitted, based on job assignment, to add, delete, or change records in a database.

Users with inquiry (read only) capabilities – individuals who are prevented, based on job assignment, from adding, deleting, or changing records in a database. Their system access is limited to reading information only.

VLAN – Virtual Local Area Network – A logical network, typically created within a network device, usually used to segment network traffic for administrative, performance and/or security purposes.

VPN – Virtual Private Network – Provides a secure passage through the public Internet.

WAN – Wide Area Network – A computer network that enables communication across a broad area, i.e. regional, national.

Virus - a software program capable of reproducing itself and usually capable of causing great harm to files or other programs on the computer it attacks. A true virus cannot spread to another computer without human assistance.

1.4 APPLICABLE STATUTES / REGULATIONS

The following is a list of the various agencies/organizations whose laws, mandates, and regulations were incorporated into the various policy statements included in this document.

CMS, Texas Medical Board

Each of the policies defined in this document is applicable to the task being performed – not just to specific departments or job titles.

1.5 PRIVACY OFFICER

Next Level Urgent Care has established a Privacy Officer as required by HIPAA. This Privacy Officer will oversee all ongoing activities related to the development, implementation, and maintenance of Next Level Urgent Care privacy policies in accordance with applicable federal and state laws. The current Privacy Officer for Next Level Urgent Care is:

Bill McGrath, Chief Technology Officer (281) 201-0657 x 104.

Next Level Urgent Care		Policy and Procedure
Title: EMPLOYEE RESPONSIBILITIES	P&P #: 80.2	
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2 Employee Responsibilities

2.1 EMPLOYEE REQUIREMENTS

The first line of defense in data security is the individual Next Level Urgent Care user. Next Level Urgent Care users are responsible for the security of all data which may come to them in whatever format. Next Level Urgent Care is responsible for maintaining ongoing training programs to inform all users of these requirements.

Wear Identifying Badge so that it may be easily viewed by others - In order to help maintain building security, all employees should prominently display their employee identification badge. Other people who may be within Next Level Urgent Care facilities should be chaperoned at all times.

Challenge Unrecognized Personnel - It is the responsibility of all Next Level Urgent Care personnel to take positive action to provide physical security. If you see an unrecognized person in a restricted Next Level Urgent Care office location, you should challenge them as to their right to be there. Any challenged person who does not respond appropriately should be immediately reported to supervisory staff.

Unattended Computers - Unattended computers should be locked by the user when leaving the work area. This feature is discussed with all employees during yearly security training. Next Level Urgent Care policy states that all computers will have the automatic screen lock function set to automatically activate upon fifteen (15) minutes of inactivity. Employees are not allowed to take any action which would override this setting.

Home Use of Next Level Urgent Care Corporate Assets - Only computer hardware and software owned by and installed by Next Level Urgent Care is permitted to be connected to or installed on Next Level Urgent Care equipment. Only software that has been approved for corporate use by Next Level Urgent Care may be installed on Next Level Urgent Care equipment. Personal computers supplied by Next Level Urgent Care are to be used solely for business purposes. All employees and contractors must read and understand the list of prohibited activities that are outlined below. Modifications or configuration changes are not permitted on computers supplied by Next Level Urgent Care for home use.

Retention of Ownership - All software programs and documentation generated or provided by employees, consultants, or contractors for the benefit of Next Level Urgent Care are the property of Next Level Urgent Care unless covered by a contractual agreement. Nothing contained herein applies to software purchased by Next Level Urgent Care employees at their own expense.

2.2 PROHIBITED ACTIVITIES

Personnel are prohibited from the following activities. The list is not inclusive. Other prohibited activities are referenced elsewhere in this document.

- Crashing an information system. Deliberately crashing an information system is strictly prohibited. Users may not realize that they caused a system crash, but if it is shown that the crash occurred as a result of user action, a repetition of the action by that user may be viewed as a deliberate act.
- Attempting to break into an information resource or to bypass a security feature. This includes running password-cracking programs or sniffer programs, and attempting to circumvent file or other resource permissions.
- Introducing, or attempting to introduce, computer viruses, Trojan horses, peer-to-peer ("P2P") or other malicious code into an information system.
- Exception: Authorized information system support personnel, or others authorized by Next Level Urgent Care Privacy Officer, may test the resiliency of a system. Such personnel may test for susceptibility to hardware or software failure, security against hacker attacks, and system infection.
- Browsing. The willful, unauthorized access or inspection of confidential or sensitive information to which you have not been approved on a "need to know" basis is prohibited. Next Level Urgent Care has access to patient level health information which is protected by HIPAA regulations which stipulate a "need to know" before approval is granted to view the information. The purposeful attempt to look at or access information to which you have not been granted access by the appropriate approval procedure is strictly prohibited.
- Personal or Unauthorized Software. Use of personal software is prohibited. All software installed on Next Level Urgent Care computers must be approved by Next Level Urgent Care.
- Software Use. Violating or attempting to violate the terms of use or license agreement of any software product used by Next Level Urgent Care is strictly prohibited.
- System Use. Engaging in any activity for any purpose that is illegal or contrary to the policies, procedures or business interests of Next Level Urgent Care is strictly prohibited.

2.3 ELECTRONIC COMMUNICATION, E-MAIL, INTERNET USAGE

As a productivity enhancement tool, Next Level Urgent Care encourages the business use of electronic communications. However, all electronic communication systems and all messages generated on or handled by Next Level Urgent Care owned equipment are considered the property of Next Level Urgent Care – not the property of individual users. Consequently, this policy applies to all Next Level Urgent Care employees and contractors, and covers all electronic communications including, but not limited to, telephones, e-mail, voice mail, instant messaging, Internet, fax, personal computers, and servers.

Next Level Urgent Care provided resources, such as individual computer workstations or laptops, computer systems, networks, e-mail, and Internet software and services are intended for business purposes. However, incidental personal use is permissible as long as:

- 1) it does not consume more than a trivial amount of employee time or resources,
- 2) it does not interfere with staff productivity,
- 3) it does not preempt any business activity,
- 4) it does not violate any of the following:
 - a) Copyright violations – This includes the act of pirating software, music, books and/or videos or the use of pirated software, music, books and/or videos and the illegal duplication and/or distribution of information and other intellectual property that is under copyright.
 - b) Illegal activities – Use of Next Level Urgent Care information resources for or in support of illegal purposes as defined by federal, state or local law is strictly prohibited.
 - c) Commercial use – Use of Next Level Urgent Care information resources for personal or commercial profit is strictly prohibited.
 - d) Political Activities – All political activities are strictly prohibited on Next Level Urgent Care premises. Next Level Urgent Care encourages all of its employees to vote and

to participate in the election process, but these activities must not be performed using Next Level Urgent Care assets or resources.

- e) Harassment – Next Level Urgent Care strives to maintain a workplace free of harassment and that is sensitive to the diversity of its employees. Therefore, Next Level Urgent Care prohibits the use of computers, e-mail, voice mail, instant messaging, texting and the Internet in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is strictly prohibited. Other examples of misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassing, discriminatory, derogatory, defamatory, threatening or showing disrespect for others.
- f) Junk E-mail - All communications using IT resources shall be purposeful and appropriate. Distributing "junk" mail, such as chain letters, advertisements, or unauthorized solicitations is prohibited. A chain letter is defined as a letter sent to several persons with a request that each send copies of the letter to an equal number of persons. Advertisements offer services from someone else to you. Solicitations are when someone asks you for something. If you receive any of the above, delete the e-mail message immediately. Do not forward the e-mail message to anyone.

Generally, while it is **NOT** the policy of Next Level Urgent Care to monitor the content of any electronic communication, Next Level Urgent Care is responsible for servicing and protecting Next Level Urgent Care's equipment, networks, data, and resource availability and therefore may be required to access and/or monitor electronic communications from time to time. Several different methods are employed to accomplish these goals. For example, an audit or cost analysis may require reports that monitor phone numbers dialed, length of calls, number of calls to / from a specific handset, the time of day, etc. Other examples where electronic communications may be monitored include, but are not limited to, research and testing to optimize IT resources, troubleshooting technical problems and detecting patterns of abuse or illegal activity.

Next Level Urgent Care reserves the right, at its discretion, to review any employee's files or electronic communications to the extent necessary to ensure all electronic media and services are used in compliance with all applicable laws and regulations as well as Next Level Urgent Care policies.

Employees should structure all electronic communication with recognition of the fact that the content could be monitored, and that any electronic communication could be forwarded, intercepted, printed or stored by others.

2.4 INTERNET ACCESS

Internet access is provided for Next Level Urgent Care users and is considered a great resource for the organization. This resource is costly to operate and maintain, and must be allocated primarily to those with business, administrative or contract needs. The Internet access provided by Next Level Urgent Care should not be used for entertainment, listening to music, viewing the sports highlight of the day, games, movies, etc. Do not use the Internet as a radio or to constantly monitor the weather or stock market results. While seemingly trivial to a single user, the company wide use of these non-business sites consumes a huge amount of Internet bandwidth, which is therefore not available to responsible users.

Users must understand that individual Internet usage is monitored, and if an employee is found to be spending an excessive amount of time or consuming large amounts of bandwidth for personal use, disciplinary action will be taken.

Many Internet sites, such as games, peer-to-peer file sharing applications, chat rooms, and on-line music sharing applications, have already been blocked by Next Level Urgent Care routers and firewalls. This list

is constantly monitored and updated as necessary. Any employee visiting pornographic sites will be disciplined and may be terminated.

2.5 REPORTING SOFTWARE MALFUNCTIONS

Users should inform the appropriate Next Level Urgent Care personnel when the user's software does not appear to be functioning correctly. The malfunction - whether accidental or deliberate - may pose an information security risk. If the user, or the user's manager or supervisor, suspects a computer virus infection, Next Level Urgent Care computer virus policy should be followed, and these steps should be taken immediately:

- Stop using the computer
- Do not carry out any commands, including commands to <Save> data.
- Do not close any of the computer's windows or programs.
- Do not turn off the computer or peripheral devices.
- If possible, physically disconnect the computer from networks to which it is attached.
- Inform the appropriate personnel or Next Level Urgent Care ISO as soon as possible. Write down any unusual behavior of the computer (screen messages, unexpected disk access, unusual responses to commands) and the time when they were first noticed.
- Write down any changes in hardware, software, or software use that preceded the malfunction.
- Do not attempt to remove a suspected virus!

The ISO should monitor the resolution of the malfunction or incident, and report to the CST the result of the action with recommendations on action steps to avert future similar occurrences.

2.6 REPORT SECURITY INCIDENTS

It is the responsibility of each Next Level Urgent Care employee or contractor to report perceived security incidents on a continuous basis to the appropriate supervisor or security person. A User is any person authorized to access an information resource. Users are responsible for the day-to-day, hands-on security of that resource. Users are to formally report all security incidents or violations of the security policy immediately to the Privacy Officer. Users should report any perceived security incident to either their immediate supervisor, or to their department head, or to any member of Next Level Urgent Care CST. Members of the CST are specified above in this document.

Reports of security incidents shall be escalated as quickly as possible. Each member of Next Level Urgent Care CST must inform the other members as rapidly as possible. Each incident will be analyzed to determine if changes in the existing security structure are necessary. All reported incidents are logged and the remedial action indicated. It is the responsibility of the CST to provide training on any procedural changes that may be required as a result of the investigation of an incident.

Security breaches shall be promptly investigated. If criminal action is suspected, Next Level Urgent Care Privacy Officer shall contact the appropriate law enforcement and investigative authorities immediately, which may include but is not limited to the police or the FBI.

2.7 TRANSFER OF SENSITIVE/CONFIDENTIAL INFORMATION

When confidential or sensitive information from one individual is received by another individual while conducting official business, the receiving individual shall maintain the confidentiality or sensitivity of the information in accordance with the conditions imposed by the providing individual. All employees must recognize the sensitive nature of data maintained by Next Level Urgent Care and hold all data in the

strictest confidence. Any purposeful release of data to which an employee may have access is a violation of Next Level Urgent Care policy and will result in personnel action, and may result in legal action.

2.8 TRANSFERRING SOFTWARE AND FILES BETWEEN HOME AND WORK

Personal software shall not be used on Next Level Urgent Care computers or networks. If a need for specific software exists, submit a request to your supervisor. Users shall not use Next Level Urgent Care purchased software on home or on non-Next Level Urgent Care computers or equipment.

Next Level Urgent Care proprietary data, including but not limited to patient information, IT Systems information, financial information or human resource data, shall not be placed on any computer that is not the property of Next Level Urgent Care without written consent of the respective supervisor or department head. It is crucial to Next Level Urgent Care to protect all data and, in order to do that effectively we must control the systems in which it is contained. In the event that a supervisor or department head receives a request to transfer Next Level Urgent Care data to a non-Next Level Urgent Care Computer System, the supervisor or department head should notify the Privacy Officer or appropriate personnel of the intentions and the need for such a transfer of data.

Next Level Urgent Care Wide Area Network ("WAN") is maintained with a wide range of security protections in place, which include features such as virus protection, e-mail file type restrictions, firewalls, anti-hacking hardware and software, etc. Since Next Level Urgent Care does not control non-Next Level Urgent Care personal computers, Next Level Urgent Care cannot be sure of the methods that may or may not be in place to protect Next Level Urgent Care sensitive information, hence the need for this restriction.

2.9 INTERNET CONSIDERATIONS

Special precautions are required to block Internet (public) access to Next Level Urgent Care information resources not intended for public access, and to protect confidential Next Level Urgent Care information when it is to be transmitted over the Internet.

The following security and administration issues shall govern Internet usage.

Prior approval of Next Level Urgent Care Privacy Officer or appropriate personnel authorized by Next Level Urgent Care shall be obtained before:

- An Internet, or other external network connection, is established;
- Next Level Urgent Care information (including notices, memoranda, documentation and software) is made available on any Internet-accessible computer (e.g. web or ftp server) or device;
- Users may not install or download any software (applications, screen savers, etc.). If users have a need for additional software, the user is to contact their supervisor;
- Use shall be consistent with the goals of Next Level Urgent Care. The network can be used to market services related to Next Level Urgent Care, however use of the network for personal profit or gain is prohibited.
- Confidential or sensitive data - including credit card numbers, telephone calling card numbers, logon passwords, and other parameters that can be used to access goods or services - shall be encrypted before being transmitted through the Internet.
- The encryption software used, and the specific encryption keys (e.g. passwords, pass phrases), shall be escrowed with Next Level Urgent Care Privacy Officer or appropriate personnel, to ensure they are safely maintained/stored. The use of encryption software and keys, which have not been escrowed as prescribed above, is prohibited, and may make the user subject to disciplinary action.

2.10 DE-IDENTIFICATION / RE-IDENTIFICATION OF PERSONAL HEALTH INFORMATION (PHI)

As directed by HIPAA, all personal identifying information is removed from all data that falls within the definition of PHI before it is stored or exchanged.

De-identification is defined as the removal of any information that may be used to identify an individual or of relatives, employers, or household members.

PHI includes:

- Names
- Addresses
- Geographic subdivisions smaller than a state
- All elements of dates directly related to the individual (Dates of birth, marriage, death, etc.)
- Telephone numbers
- Facsimile numbers
- Driver's license numbers
- Electronic mail addresses
- Social security numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers, certificate/license numbers
- Vehicle identifiers and serial numbers
- Device identifiers and serial numbers
- Web Universal Resource Locators (URLs)
- Internet Protocol (IP) address numbers
- Biometric identifiers
- Full face photographic images and any comparable images

Re-identification of confidential information: A cross-reference code or other means of record identification is used to re-identify data as long as the code is not derived from or related to information about the individual and cannot be translated to identify the individual. In addition, the code is not disclosed for any other purpose nor is the mechanism for re-identification disclosed.

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3 Identification and Authentication

3.1 USER LOGON IDS

Individual users shall have unique logon IDs and passwords. An access control system shall identify each user and prevent unauthorized users from entering or using information resources. Security requirements for user identification include:

- Each user shall be assigned a unique identifier.
- Users shall be responsible for the use and misuse of their individual logon ID.

All user login IDs are audited at least twice yearly and all inactive logon IDs are revoked. Next Level Urgent Care Human Resources Department notifies the Security Officer or appropriate personnel upon the departure of all employees and contractors, at which time login IDs are revoked.

The logon ID is locked or revoked after a maximum of five (5) unsuccessful logon attempts which then require the passwords to be reset by the appropriate Administrator.

3.2 PASSWORDS

User Account Passwords

User IDs and passwords are required in order to gain access to all Next Level Urgent Care networks and workstations. All passwords are restricted by a corporate-wide password policy to be of a "Strong" nature. This means that all passwords must conform to restrictions and limitations that are designed to make the password difficult to guess. Users are required to select a password in order to obtain access to any electronic information both at the server level and at the workstation level. When passwords are reset, the user will be automatically prompted to manually change that assigned password.

Content Requirements –

Not contain the user's account name or parts of the user's full name that exceed two consecutive characters

Be at least seven characters in length

Contain characters from three of the following four categories:

English uppercase characters (A through Z)

English lowercase characters (a through z)

Base 10 digits (0 through 9)

Non-alphabetic characters (for example, !, \$, #, %)

Change Frequency – Passwords must be changed every 90 days. Compromised passwords shall be changed immediately.

Reuse - The previous three passwords cannot be reused.

Restrictions on Sharing Passwords - Passwords shall not be shared, written down on paper, or stored within a file or database on a workstation and must be kept confidential.

Restrictions on Recording Passwords - Passwords are masked or suppressed on all online screens, and are never printed or included in reports or logs. Passwords are stored in an encrypted format.

3.3 ACCESS CONTROL

Information resources are protected by the use of access control systems. Access control systems include both internal (i.e. passwords, encryption, access control lists, constrained user interfaces, etc.) and external (i.e. port protection devices, firewalls, host-based authentication, etc.).

Rules for access to resources (including internal and external telecommunications and networks) have been established by the information/application owner or manager responsible for the resources.

3.4 USER LOGIN ENTITLEMENT REVIEWS

If an employee changes positions at Next Level Urgent Care, employee's new shall promptly notify the Information Technology ("IT") Department of the change of roles by indicating both the roles or access that need to be added and the roles or access that need to be removed so that employee has access to the minimum necessary data to effectively perform their new job functions. The effective date of the position change should also be noted so that the IT Department can ensure that the employee will have appropriate roles, access, and applications for their new job responsibilities. For a limited training period, it may be necessary for the employee who is changing positions to maintain their previous access as well as adding the roles and access necessary for their new job responsibilities.

No less than annually, the IT Manager shall facilitate entitlement reviews with managers to ensure that all employees have the appropriate roles, access, and software necessary to perform their job functions effectively while being limited to the minimum necessary data to facilitate HIPAA compliance and protect patient data.

3.5 TERMINATION OF USER LOGON ACCOUNT

Upon termination of an employee, whether voluntary or involuntary, employee's supervisor or department head shall promptly notify the IT Department. If employee's termination is voluntary and employee provides notice, employee's supervisor shall promptly notify the IT Department of employee's last scheduled work day so that their user account(s) can be configured to expire. The employee's supervisor shall be responsible for insuring that all keys, ID badges, and other access devices as well as Next Level Urgent Care equipment and property is returned to Next Level Urgent Care prior to the employee leaving Next Level Urgent Care on their final day of employment.

No less than quarterly, the IT Manager or their designee shall provide a list of active user accounts for both network and application access, including access to the clinical electronic health record ("EHR") and Next Level Urgent Care management system ("PMS"), to supervisor for review. If any of the employees on the list are no longer employed by Next Level Urgent Care, the supervisor will immediately notify the IT Department of the employee's termination.

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4 Network Connectivity

4.1 DIAL-IN CONNECTIONS

Access to Next Level Urgent Care information resources through modems or other dial-in devices / software, if available, shall be subject to authorization and authentication by an access control system. **Direct inward connections without passing through the access control system is prohibited.**

Systems that allow public access to host computers, including mission-critical servers, warrants additional security at the operating system and application levels. Such systems shall have the capability to monitor activity levels to ensure that public usage does not unacceptably degrade system responsiveness.

4.2 DIAL OUT CONNECTIONS

Next Level Urgent Care provides a link to an Internet Service Provider. If a user has a specific need to link with an outside computer or network through a direct link, approval must be obtained from the Privacy Officer or appropriate personnel. The appropriate personnel will ensure adequate security measures are in place.

4.3 TELECOMMUNICATION EQUIPMENT

Certain direct link connections may require a dedicated or leased phone line. These facilities are authorized only by the Privacy Officer or appropriate personnel and ordered by the appropriate personnel. Telecommunication equipment and services include but are not limited to the following:

- phone lines
- fax lines
- calling cards
- phone head sets
- software type phones installed on workstations
- conference calling contracts
- cell phones
- Blackberry type devices
- call routing software
- call reporting software
- phone system administration equipment
- T1/Network lines
- long distance lines

- 800 lines
- local phone lines
- PRI circuits
- telephone equipment

4.4 PERMANENT CONNECTIONS

The security of Next Level Urgent Care systems can be jeopardized from third party locations if security Next Level Urgent Cares and resources are inadequate. When there is a need to connect to a third party location, a risk analysis should be conducted. The risk analysis should consider the type of access required, the value of the information, the security measures employed by the third party, and the implications for the security of Next Level Urgent Care systems. The Privacy Officer or appropriate personnel should be involved in the process, design and approval.

4.5 EMPHASIS ON SECURITY IN THIRD PARTY CONTRACTS

Access to Next Level Urgent Care computer systems or corporate networks should not be granted until a review of the following concerns have been made, and appropriate restrictions or covenants included in a statement of work ("SOW") with the party requesting access.

- Applicable sections of Next Level Urgent Care Information Security Policy have been reviewed and considered.
- Policies and standards established in Next Level Urgent Care information security program have been enforced.
- A risk assessment of the additional liabilities that will attach to each of the parties to the agreement.
- The right to audit contractual responsibilities should be included in the agreement or SOW.
- Arrangements for reporting and investigating security incidents must be included in the agreement in order to meet the covenants of the HIPAA Business Associate Agreement.
- A description of each service to be made available.
- Each service, access, account, and/or permission made available should only be the minimum necessary for the third party to perform their contractual obligations.
- A detailed list of users that have access to Next Level Urgent Care computer systems must be maintained and auditable.
- If required under the contract, permission should be sought to screen authorized users.
- Dates and times when the service is to be available should be agreed upon in advance.
- Procedures regarding protection of information resources should be agreed upon in advance and a method of audit and enforcement implemented and approved by both parties.
- The right to monitor and revoke user activity should be included in each agreement.
- Language on restrictions on copying and disclosing information should be included in all agreements.
- Responsibilities regarding hardware and software installation and maintenance should be understood and agreed upon in advance.
- Measures to ensure the return or destruction of programs and information at the end of the contract should be written into the agreement.
- If physical protection measures are necessary because of contract stipulations, these should be included in the agreement.
- A formal method to grant and authorized users who will access to the data collected under the agreement should be formally established before any users are granted access.
- Mechanisms should be in place to ensure that security measures are being followed by all parties to the agreement.

- Because annual confidentiality training is required under the HIPAA regulation, a formal procedure should be established to ensure that the training takes place, that there is a method to determine who must take the training, who will administer the training, and the process to determine the content of the training established.
- A detailed list of the security measures which will be undertaken by all parties to the agreement should be published in advance of the agreement.

4.6 FIREWALLS

Authority from the Privacy Officer or appropriate personnel must be received before any employee or contractor is granted access to a Next Level Urgent Care router or firewall.

Next Level Urgent Care		Policy and Procedure
Title: MALICIOUS CODE	P&P #: 80.5	
Approval Date: 1/1/2014	Review: Annual	
Effective Date: 1/1/2014	Information Technology	

5 Malicious Code

5.1 ANTIVIRUS SOFTWARE INSTALLATION

Antivirus software is installed on all Next Level Urgent Care personal computers and servers. Virus update patterns are updated daily on Next Level Urgent Care servers and workstations. Virus update engines and data files are monitored by appropriate administrative staff that is responsible for keeping all virus patterns up to date.

Configuration - The antivirus software currently implemented by Next Level Urgent Care is ESET NOD32 Antivirus. Updates are received directly from ESET which are installed automatically as available.

5.2 NEW SOFTWARE DISTRIBUTION

Only software created by Next Level Urgent Care application staff, if applicable, or software approved by the Privacy Officer or appropriate personnel will be used on internal computers and networks. A list of approved software is maintained in Appendix B. All new software will be tested by appropriate personnel in order to ensure compatibility with currently installed software and network configuration. In addition, appropriate personnel must scan all software for viruses before installation. This includes shrink-wrapped software procured directly from commercial sources as well as shareware and freeware obtained from electronic bulletin boards, the Internet, or on disks (magnetic or CD-ROM and custom-developed software).

Although shareware and freeware can often be useful sources of work-related programs, the use and/or acquisition of such software must be approved by the Privacy Officer or appropriate personnel. Because the software is often provided in an open distribution environment, special precautions must be taken before it is installed on Next Level Urgent Care computers and networks. These precautions include determining that the software does not, because of faulty design, "misbehave" and interfere with or damage Next Level Urgent Care hardware, software, or data, and that the software does not contain viruses, either originating with the software designer or acquired in the process of distribution.

All data and program files that have been electronically transmitted to a Next Level Urgent Care computer or network from another location must be scanned for viruses immediately after being received. Contact the appropriate Next Level Urgent Care personnel for instructions for scanning files for viruses.

Every diskette, CD-ROM, DVD and USB device is a potential source for a computer virus. Therefore, every diskette, CD-ROM, DVD and USB device must be scanned for virus infection prior to copying information to a Next Level Urgent Care computer or network.

Computers shall never be "booted" from a diskette, CD-ROM, DVD or USB device received from an outside source. Users shall always remove any diskette, CD-ROM, DVD or USB device from the computer when not in use. This is to ensure that the diskette, CD-ROM, DVD or USB device is not in the computer when the machine is powered on. A diskette, CD-ROM, DVD or USB device infected with a

boot virus may infect a computer in that manner, even if the diskette, CD_ROM, DVD or USB device is not "bootable".

5.3 RETENTION OF OWNERSHIP

All software programs and documentation generated or provided by employees, consultants, or contractors for the benefit of Next Level Urgent Care are the property of Next Level Urgent Care unless covered by a contractual agreement. Employees developing programs or documentation must sign a statement acknowledging Next Level Urgent Care ownership at the time of employment. Nothing contained herein applies to software purchased by Next Level Urgent Care employees at their own expense.

Next Level Urgent Care		Policy and Procedure
Title: ENCRYPTION	P&P #: 80.6	
Approval Date: 1/1/2014	Review: Annual	
Effective Date: 1/1/2014	Information Technology	

6 Encryption

6.1 DEFINITION

Encryption is the translation of data into a secret code. Encryption is the most effective way to achieve data security. To read an encrypted file, you must have access to a secret key or password that enables you to decrypt it. Unencrypted data is called plain text; encrypted data is referred to as cipher text.

6.2 ENCRYPTION KEY

An encryption key specifies the particular transformation of plain text into cipher text, or vice versa during decryption.

If justified by risk analysis, sensitive data and files shall be encrypted before being transmitted through networks. When encrypted data are transferred between agencies, the agencies shall devise a mutually agreeable procedure for secure key management. In the case of conflict, Next Level Urgent Care shall establish the criteria in conjunction with the Privacy Officer or appropriate personnel. Next Level Urgent Care employs several methods of secure data transmission.

6.3 INSTALLATION OF AUTHENTICATION AND ENCRYPTION CERTIFICATES ON THE E-MAIL SYSTEM

Secure information is to be sent only through the Kryptiq secure email client.

6.4 FILE TRANSFER PROTOCOL (FTP)

Files may be transferred to secure FTP sites through the use of appropriate security precautions. Requests for any FTP transfers should be directed to the Privacy Officer or appropriate personnel.

6.5 SECURE SOCKET LAYER (SSL) WEB INTERFACE

Any EHR hosted (ASP) system, if applicable, will require access to a secure SSL website.

Next Level Urgent Care		Policy and Procedure
Title: BUILDING SECURITY	P&P #: 80.7	
Approval Date: 1/1/2014	Review: Annual	
Effective Date: 1/1/2014	Information Technology	

7 Building Security

It is the policy of Next Level Urgent Care to provide building access in a secure manner. Each site, if applicable, is somewhat unique in terms of building ownership, lease contracts, entranceway access, fire escape requirements, and server room control. However, Next Level Urgent Care strives to continuously upgrade and expand its security and to enhance protection of its assets and medical information that has been entrusted to it. The following list identifies measures that are in effect at Next Level Urgent Care. All other facilities, if applicable, have similar security appropriate for that location.

- Entrance to the building during non-working hours is controlled by a monitored alarm system. Attempted entrance without this code results in immediate notification to the police department.
- Only specific Next Level Urgent Care employees are given the security code for entrance. Disclosure of the security code to non-employees is strictly prohibited.
- The security code is changed on a periodic basis and eligible employees are notified by company e-mail or voice mail.
- The reception area is staffed at all times during the working hours of 9:00 AM to 9:00 PM.
- Any unrecognized person in a restricted office location should be challenged as to their right to be there. No visitors are allowed into patient care areas unless accompanied by a Next Level Urgent Care staff member. In some situations, non-Next Level Urgent Care personnel, who have signed the confidentiality agreement, do not need to be accompanied at all times.
- The first floor of the building has motion detection sensors that are activated after hours. Any movement within the building will result in immediate notification to the police department.
- Fire Protection: Use of local building codes will be observed. Manufacturer's recommendations on the fire protection of individual hardware will be followed.

Next Level Urgent Care		Policy and Procedure
Title: TELECOMMUTING	P&P #: 80.8	
Approval Date: 1/1/2014	Review: Annual	
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8 Telecommuting

With the increased availability of broadband access and VPNs, telecommuting has become more viable for many organizations. Next Level Urgent Care considers telecommuting to be an acceptable work arrangement in certain circumstances. This policy is applicable to all employees and contractors who work either permanently or only occasionally outside of Next Level Urgent Care office environment. It applies to users who work from their home full time, to employees on temporary travel, to users who work from a remote office location, and to any user who connects to Next Level Urgent Care network and/or hosted EHR, if applicable, from a remote location.

While telecommuting can be an advantage for users and for the organization in general, it presents new risks in the areas of confidentiality and security of data. Workers linked to Next Level Urgent Care's network become an extension of the wide area network and present additional environments that must be protected against the danger of spreading Trojans, viruses, or other malware. This arrangement also exposes the corporate as well as patient data to risks not present in the traditional work environment.

8.1 GENERAL REQUIREMENTS

Telecommuting workers are required to follow all corporate, security, confidentiality, HR, or Code of Conduct policies that are applicable to other employees/contractors.

- **Need to Know:** Telecommuting Users will have the access based on the same 'need to know' as they have when in the office.
- **Password Use:** The use of a strong password, changed at least every 90 days, is even more critical in the telecommuting environment. Do not share your password or write it down where a family member or visitor can see it.
- **Training:** Personnel who telecommute must complete the same annual privacy training as all other employees.
- **Contract Specific:** There may be additional requirements specific to the individual contracts to which an employee is assigned.

8.2 REQUIRED EQUIPMENT

Employees approved for telecommuting must understand that Next Level Urgent Care will not provide all equipment necessary to ensure proper protection of information to which the employee has access; however, the following lists define the equipment and environment required:

Next Level Urgent Care Provided:

Next Level Urgent Care supplied workstation.

Employee Provided:

Broadband connection and fees,
 Paper shredder,
 Secure office environment isolated from visitors and family,

A lockable file cabinet or safe to secure documents when away from the home office.

8.3 HARDWARE SECURITY PROTECTIONS

Virus Protection: Home users must never stop the update process for Virus Protection. Virus Protection software is installed on all Next Level Urgent Care personal computers and is set to update the virus pattern on a daily basis. This update is critical to the security of all data, and must be allowed to complete.

VPN and Firewall Use: Established procedures must be rigidly followed when accessing Next Level Urgent Care information of any type. Next Level Urgent Care requires the use of VPN software and a firewall device. Disabling a virus scanner or firewall is reason for termination.

Lock Screens: No matter what location, always lock the screen before walking away from the workstation. The data on the screen may be protected by HIPAA or may contain confidential information. Be sure the automatic lock feature has been set to automatically turn on after 15 minutes of inactivity.

8.4 DATA SECURITY PROTECTION

Transferring Data to Next Level Urgent Care: Transferring of data to Next Level Urgent Care requires the use of an approved VPN connection to ensure the confidentiality and integrity of the data being transmitted. Do not circumvent established procedures, nor create your own method, when transferring data to Next Level Urgent Care.

External System Access: If you require access to an external system, contact your supervisor or department head. Privacy Officer or appropriate personnel will assist in establishing a secure method of access to the external system.

E-mail: Do not send any individual-identifiable information (PHI or PII) via e-mail unless it is encrypted. If you need assistance with this, contact the Privacy Officer or appropriate personnel to ensure an approved encryption mechanism is used for transmission through e-mail.

Non-Next Level Urgent Care Networks: Extreme care must be taken when connecting Next Level Urgent Care equipment to a home or hotel network. Although Next Level Urgent Care actively monitors its security status and maintains organization wide protection policies to protect the data within all contracts, Next Level Urgent Care has no ability to monitor or control the security procedures on non-Next Level Urgent Care networks.

Protect Data in Your Possession: View or access only the information that you have a need to see to complete your work assignment. Regularly review the data you have stored to ensure that the amount of patient level data is kept at a minimum and that old data is eliminated as soon as possible. Store electronic data only in encrypted work spaces. If your laptop has not been set up with an encrypted work space, contact the Privacy Officer or appropriate personnel for assistance.

Hard Copy Reports or Work Papers: Never leave paper records around your work area. Lock all paper records in a file cabinet at night or when you leave your work area.

Data Entry When in a Public Location: Do not perform work tasks which require the use of sensitive corporate or patient level information when you are in a public area, i.e. airports, airplanes, hotel lobbies. Computer screens can easily be viewed from beside or behind you.

Sending Data Outside Next Level Urgent Care: All external transfer of data must be associated with an official contract, non-disclosure agreement, or appropriate Business Associate Agreement. Do not give or transfer any patient level information to anyone outside Next Level Urgent Care without the written approval of your supervisor.

8.5 DISPOSAL OF PAPER AND/OR EXTERNAL MEDIA

Shredding: All paper which contains sensitive information that is no longer needed must be shredded before being disposed. Do not place in a trash container without first shredding. All employees working from home, or other non-Next Level Urgent Care work environment, MUST have direct access to a shredder.

Disposal of Electronic Media: All external media must be sanitized or destroyed in accordance with HIPAA compliant procedures.

- Do not throw any media containing sensitive, protected information in the trash.
- Return all external media to your supervisor
- External media must be wiped clean of all data. The Privacy Officer or appropriate personnel has very definitive procedures for doing this – so all external media must be sent to them.
- The final step in this process is to forward the media for disposal by a certified destruction agency.

Next Level Urgent Care		Policy and Procedure
Title: SPECIFIC PROTOCOLS AND DEVICES	P&P #: 80.9	
Approval Date: 1/1/2014	Review: Annual	
Effective Date: 1/1/2014	Information Technology	

9 Specific Protocols and Devices

9.1 WIRELESS USAGE STANDARDS AND POLICY

Due to an emergence of wireless access points in hotels, airports, and in homes, it has become imperative that a Wireless Usage policy be developed and adopted to ensure the security and functionality of such connections for Next Level Urgent Care employees. This policy outlines the processes and procedures for acquiring wireless access privileges, utilizing wireless access, and ensuring the security of Next Level Urgent Care laptops and mobile devices.

Approval Procedure - In order to be granted the ability to utilize the wireless network interface on your Next Level Urgent Care laptop or mobile device you will be required to gain the approval of your immediate supervisor or department head and the Privacy Officer or appropriate personnel of Next Level Urgent Care.

Software Requirements - The following is a list of minimum software requirements for any Next Level Urgent Care laptop that is granted the privilege to use wireless access:

- Windows 7 (Firewall enabled)
- Antivirus software
- Full Disk Encryption
- Appropriate VPN Client, if applicable
- Internet Explorer 10.0 or Greater

If your laptop does not have all of these software components, please notify your supervisor or department head so these components can be installed.

Training Requirements - Once you have gained approval for wireless access on your Next Level Urgent Care computer, you will be required to attend a usage and security training session to be provided by the Privacy Officer or appropriate personnel. This training session will cover the basics of connecting to wireless networks, securing your computer when connected to a wireless network, and the proper method for disconnecting from wireless networks. This training will be conducted within a reasonable period of time once wireless access approval has been granted, and in most cases will include several individuals at once.

9.2 USE OF TRANSPORTABLE MEDIA

Transportable media included within the scope of this policy includes, but is not limited to, SD cards, DVDs, CD-ROMs, and USB key devices.

The purpose of this policy is to guide employees/contractors of Next Level Urgent Care in the proper use of transportable media when a legitimate business requirement exists to transfer data to and from Next Level Urgent Care networks. Every workstation or server that has been used by either Next Level Urgent

Care employees or contractors is presumed to have sensitive information stored on its hard drive. Therefore procedures must be carefully followed when copying data to or from transportable media to protect sensitive Next Level Urgent Care data. Since transportable media, by their very design are easily lost, care and protection of these devices must be addressed. Since it is very likely that transportable media will be provided to a Next Level Urgent Care employee by an external source for the exchange of information, it is necessary that all employees have guidance in the appropriate use of media from other companies.

The use of transportable media in various formats is common Next Level Urgent Care within Next Level Urgent Care. All users must be aware that sensitive data could potentially be lost or compromised when moved outside of Next Level Urgent Care networks. Transportable media received from an external source could potentially pose a threat to Next Level Urgent Care networks. **Sensitive data** includes all human resource data, financial data, Next Level Urgent Care proprietary information, and personal health information ("PHI") protected by the Health Insurance Portability and Accountability Act ("HIPAA").

USB key devices are handy devices which allow the transfer of data in an easy to carry format. They provide a much improved format for data transfer when compared to previous media formats, like diskettes, CD-ROMs, or DVDs. The software drivers necessary to utilize a USB key are normally included within the device and install automatically when connected. They now come in a rugged titanium format which connects to any key ring. These factors make them easy to use and to carry, but unfortunately easy to lose.

Rules governing the use of transportable media include:

- No **sensitive data** should ever be stored on transportable media unless the data is maintained in an encrypted format.
- All USB keys used to store Next Level Urgent Care data or sensitive data must be an encrypted USB key issued by the Privacy Officer or appropriate personnel. The use of a personal USB key is strictly prohibited.
- Users must never connect their transportable media to a workstation that is not issued by Next Level Urgent Care.
- Non-Next Level Urgent Care workstations and laptops may not have the same security protection standards required by Next Level Urgent Care, and accordingly virus patterns could potentially be transferred from the non-Next Level Urgent Care device to the media and then back to Next Level Urgent Care workstation.

Example: Do not copy a work spreadsheet to your USB key and take it home to work on your home PC.

- Data may be exchanged between Next Level Urgent Care workstations/networks and workstations used within Next Level Urgent Care. The very nature of data exchange requires that under certain situations data be exchanged in this manner.

Examples of necessary data exchange include:

Data provided to auditors via USB key during the course of the audit.

- Before initial use and before any **sensitive data** may be transferred to transportable media, the media must be sent to the Privacy Officer or appropriate personnel to ensure appropriate and approved encryption is used. Copy **sensitive data** only to the encrypted space on the media. Non-sensitive data may be transferred to the non-encrypted space on the media.
- Report all loss of transportable media to your supervisor or department head. It is important that the CST team is notified either directly from the employee or contractor or by the supervisor or department head immediately.

- When an employee leaves Next Level Urgent Care, all transportable media in their possession must be returned to the Privacy Officer or appropriate personnel for data erasure that conforms to US Department of Defense standards for data elimination.

Next Level Urgent Care utilizes an approved method of encrypted data to ensure that all data is converted to a format that cannot be decrypted. The Privacy Officer or appropriate personnel can quickly establish an encrypted partition on your transportable media.

When no longer in productive use, all Next Level Urgent Care laptops, workstation, or servers must be wiped of data in a manner which conforms to HIPAA regulations. All transportable media must be wiped according to the same standards. Thus all transportable media must be returned to the Privacy Officer or appropriate personnel for data erasure when no longer in use.

Next Level Urgent Care		Policy and Procedure
Title: RETENTION / DESTRUCTION of PAPER DOCUMENTS		P&P #: 80.10
Approval Date: 1/1/2014		Review: Annual
Effective Date: 1/1/2014		Information Technology

10 Retention / Destruction of Medical Information

Many state and federal laws regulate the retention and destruction of medical information. Next Level Urgent Care actively conforms to these laws and follows the strictest regulation if/when a conflict occurs.

Record Retention - Documents relating to uses and disclosures, authorization forms, business partner contracts, notices of information Next Level Urgent Care, responses to a patient who wants to amend or correct their information, the patient's statement of disagreement, and a complaint record are maintained for a period of 7 years.

Next Level Urgent Care		Policy and Procedure
Title: DISPOSAL OF EXTERNAL MEDIA / HARDWARE	P&P #: 80.11	
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Effective Date: 1/1/2014	Information Technology	

11 Disposal of External Media / Hardware

11.1 DISPOSAL OF EXTERNAL MEDIA

It must be assumed that any external media in the possession of an employee is likely to contain either protected health information ("PHI") or other sensitive information. Accordingly, external media (CD-ROMs, DVDs, diskettes, USB drives) should be disposed of in a method that ensures that there will be no loss of data and that the confidentiality and security of that data will not be compromised.

The following steps must be adhered to:

- It is the responsibility of each employee to identify media which should be shredded and to utilize this policy in its destruction.
- External media should never be thrown in the trash.
- When no longer needed all forms of external media are to be sent to the Privacy Officer or appropriate personnel for proper disposal.
- The media will be secured until appropriate destruction methods are used based on NIST 800-88 guidelines.

11.2 REQUIREMENTS REGARDING EQUIPMENT

All equipment to be disposed of will be wiped of all data, and all settings and configurations will be reset to factory defaults. No other settings, configurations, software installation or options will be made. Asset tags and any other identifying logos or markings will be removed.

11.3 DISPOSITION OF EXCESS EQUIPMENT

As the older Next Level Urgent Care computers and equipment are replaced with new systems, the older machines are held in inventory for a wide assortment of uses:

- Older machines are regularly utilized for spare parts.
- Older machines are used on an emergency replacement basis.
- Older machines are used for testing new software.
- Older machines are used as backups for other production equipment.
- Older machines are used when it is necessary to provide a second machine for personnel who travel on a regular basis.
- Older machines are used to provide a second machine for personnel who often work from home.

Next Level Urgent Care		Policy and Procedure
Title: AUDIT CONTROLS	P&P #: 80.12	
Approval Date: 1/1/2014	Review: Annual	
Effective Date: 1/1/2014	Information Technology	

12 Audit Controls

Statement of Policy

To ensure that Next Level Urgent Care implements hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain electronic protected health information ("ePHI"). Audit Controls are technical mechanisms that track and record computer activities. An audit trail determines if a security violation occurred by providing a chronological series of logged computer events that relate to an operating system, an application, or user activities.

Next Level Urgent Care is committed to routinely auditing users' activities in order to continually assess potential risks and vulnerabilities to ePHI in its possession. As such, Next Level Urgent Care will continually assess potential risks and vulnerabilities to ePHI in its possession and develop, implement, and maintain appropriate administrative, physical, and technical security measures in accordance with the HIPAA Security Rule.

Procedure

1. See policy entitled Information System Activity Review for the administrative safeguards for auditing system activities.
2. The Information Technology Services shall enable event auditing on all computers that process, transmit, and/or store ePHI for purposes of generating audit logs. Each audit log shall include, at a minimum: user ID, login time and date, and scope of patient data being accessed for each attempted access. Audit trails shall be stored on a separate computer system to minimize the impact of such auditing on business operations and to minimize access to audit trails.
3. Next Level Urgent Care shall utilize appropriate network-based and host-based intrusion detection systems. The Information Technology Services shall be responsible for installing, maintaining, and updating such systems.

Next Level Urgent Care		Policy and Procedure
Title: INFORMATION SYSTEM ACTIVITY REVIEW	P&P #: 80.13	
Approval Date: 1/1/2014	Review: Annual	
Effective Date: 1/1/2014	Information Technology	

13 Information System Activity Review

Statement of Policy

To establish the process for conducting, on a periodic basis, an operational review of system activity including, but not limited to, user accounts, system access, file access, security incidents, audit logs, and access reports. Next Level Urgent Care shall conduct on a regular basis an internal review of records of system activity to minimize security violations.

Procedure

1. See policy entitled Audit Controls for a description of the technical mechanisms that track and record activities on Next Level Urgent Care's information systems that contain or use ePHI.
2. The Privacy Officer shall be responsible for conducting reviews of Next Level Urgent Care's information systems' activities. Such person(s) shall have the appropriate technical skills with respect to the operating system and applications to access and interpret audit logs and related information appropriately.
3. The Privacy Officer shall develop a report format to capture the review findings. Such report shall include the reviewer's name, date and time of performance, and significant findings describing events requiring additional action (e.g., additional investigation, employee training and/or discipline, program adjustments, modifications to safeguards). To the extent possible, such report shall be in a checklist format.
4. Such reviews shall be conducted annually. Audits also shall be conducted if Next Level Urgent Care has reason to suspect wrongdoing. In conducting these reviews, the Information Technology Services shall examine audit logs for security-significant events including, but not limited to, the following:
 - a. Logins – Scan successful and unsuccessful login attempts. Identify multiple failed login attempts, account lockouts, and unauthorized access.
 - b. File accesses – Scan successful and unsuccessful file access attempts. Identify multiple failed access attempts, unauthorized access, and unauthorized file creation, modification, or deletion.
 - c. Security incidents – Examine records from security devices or system audit logs for events that constitute system compromises, unsuccessful compromise attempts, malicious logic (e.g., viruses, worms), denial of service, or scanning/probing incidents.

- d. User Accounts – Review of user accounts within all systems to ensure users that no longer have a business need for information systems no longer have such access to the information and/or system.

All significant findings shall be recorded using the report format referred to in Section 2 of this policy and procedure.

1. The Privacy Officer shall forward all completed reports, as well as recommended actions to be taken in response to findings, to the Security Officer for review. The Security Officer shall be responsible for maintaining such reports. The Security Officer shall consider such reports and recommendations in determining whether to make changes to Next Level Urgent Care's administrative, physical, and technical safeguards. In the event a security incident is detected through such auditing, such matter shall be addressed pursuant to the policy entitled Employee Responsibilities (Report Security Incidents).

Next Level Urgent Care		Policy and Procedure
Title: DATA INTEGRITY	P&P #: 80.14	
Approval Date: 1/1/2014	Review: Annual	
Effective Date: 1/1/2014	Information Technology	

14 Data Integrity

Statement of Policy

Next Level Urgent Care shall implement and maintain appropriate electronic mechanisms to corroborate that ePHI has not been altered or destroyed in an unauthorized manner.

The purpose of this policy is to protect Next Level Urgent Care's ePHI from improper alteration or destruction.

Procedure

To the fullest extent possible, Next Level Urgent Care shall utilize applications with built-in intelligence that automatically checks for human errors.

Next Level Urgent Care shall acquire appropriate network-based and host-based intrusion detection systems. The Security Officer shall be responsible for installing, maintaining, and updating such systems.

To prevent transmission errors as data passes from one computer to another, Next Level Urgent Care will use encryption, as determined to be appropriate, to preserve the integrity of data.

Next Level Urgent Care will check for possible duplication of data in its computer systems to prevent poor data integration between different computer systems.

To prevent programming or software bugs, Next Level Urgent Care will test its information systems for accuracy and functionality before it starts to use them. Next Level Urgent Care will update its systems when IT vendors release fixes to address known bugs or problems.

1. Next Level Urgent Care will install and regularly update antivirus software on all workstations to detect and prevent malicious code from altering or destroying data.
2. To prevent exposing magnetic media to a strong magnetic field, workforce members shall keep magnetic media away from strong magnetic fields and heat. For example, computers should not be left in automobiles during the summer months.

Next Level Urgent Care		Policy and Procedure
Title: CONTINGENCY PLAN	P&P #: 80.15	
Approval Date: 1/1/2014	Review: Annual	
Effective Date: 1/1/2014	Information Technology (TVS026)	

15 Contingency Plan

Statement of Policy

To establish and implement policies and procedures for responding to an emergency or other occurrence (e.g., fire, vandalism, system failure, natural disaster) that damages systems that contain ePHI.

Next Level Urgent Care is committed to maintaining formal Next Level Urgent Cares for responding to an emergency or other occurrence that damages systems containing ePHI. Next Level Urgent Care shall continually assess potential risks and vulnerabilities to protect health information in its possession, and develop, implement, and maintain appropriate administrative, physical, and technical security measures in accordance with the HIPAA Security Rule.

Procedure

1. Data Backup Plan
 - a. Next Level Urgent Care, under the direction of the Security Officer, shall implement a data backup plan to create and maintain retrievable exact copies of ePHI.
 - b. At the conclusion of each day, Monday through Friday, an incremental backup of all servers containing ePHI shall be backed up to virtual server. On Saturday, a full backup of all servers containing ePHI shall be backed up to virtual server. The backups are stored at a secure data center to ensure safeguard of Next Level Urgent Care's data. One month of backup data will be maintained at all times in a remote location.
 - c. The Security Officer shall monitor storage and removal of backups and ensure all applicable access controls are enforced.

Next Level Urgent Care		Policy and Procedure
Title: SECURITY AWARENESS AND TRAINING	P&P #: 80.16	
Approval Date: 1/1/2014	Review: Annual	
Effective Date: 1/1/2014	Information Technology	

16 Security Awareness and Training

Statement of Policy

To establish a security awareness and training program for all members of Next Level Urgent Care's workforce, including management.

All workforce members shall receive appropriate training concerning Next Level Urgent Care's security policies and procedures. Such training shall be provided prior to the effective date of the HIPAA Security Rule and on an ongoing basis to all new employees. Such training shall be repeated annually for all employees.

Procedure

- a. Security Training Program
 - i. The Safety Officer shall have responsibility for the development and delivery of initial security training. All workforce members shall receive such initial training addressing the requirements of the HIPAA Security Rule including the updates to HIPAA regulations found in the Health Information Technology for Economic and Clinical Health (HITECH) Act. Security training shall be provided to all new workforce members as part of the orientation process. Attendance and/or participation in such training shall be mandatory for all workforce members. The Safety Officer shall be responsible for maintaining appropriate documentation of all training activities.
 - ii. The Safety Officer shall have responsibility for the development and delivery of ongoing security training provided to workforce members in response to environmental and operational changes impacting the security of ePHI, e.g., addition of new hardware or software, and increased threats.
- b. Security Reminders
 - i. The Safety Officer shall generate and distribute to all workforce members routine security reminders on a regular basis. Periodic reminders shall address password security, malicious software, incident identification and response, and access control. The Safety Officer may provide such reminders through formal training, e-mail messages, discussions during staff meetings, screen savers, log-in banners, newsletter/intranet articles, posters, promotional items such as coffee mugs, mouse pads, sticky notes, etc. The Safety Officer shall be responsible for maintaining appropriate documentation of all periodic security reminders.
 - ii. The Safety Officer shall generate and distribute special notices to all workforce members providing urgent updates, such as new threats, hazards, vulnerabilities, and/or countermeasures.
- c. Protection from Malicious Software

- i. As part of the aforementioned Security Training Program and Security Reminders, the Privacy Officer shall provide training concerning the prevention, detection, containment, and eradication of malicious software. Such training shall include the following:
 - a) Guidance on opening suspicious e-mail attachments, e-mail from unfamiliar senders, and hoax e-mail,
 - b) The importance of updating anti-virus software and how to check a workstation or other device to determine if virus protection is current,
 - c) Instructions to never download files from unknown or suspicious sources,
 - d) Recognizing signs of a potential virus that could sneak past antivirus software or could arrive prior to an update to anti-virus software,
 - e) The importance of backing up critical data on a regular basis and storing the data in a safe place,
 - f) Damage caused by viruses and worms, and
 - g) What to do if a virus or worm is detected.
- d. Password Management
 - i. As part of the aforementioned Security Training Program and Security Reminders, the Security Officer shall provide training concerning password management. Such training shall address the importance of confidential passwords in maintaining computer security, as well as the following requirements relating to passwords:
 - a) Passwords must be changed every 90 days.
 - b) A user cannot reuse the last 3 passwords.
 - c) Passwords must be at least eight characters and contain upper case letters, lower case letters, numbers, and special characters.
 - d) Commonly used words, names, initials, birthdays, or phone numbers should not be used as passwords.
 - e) A password must be promptly changed if it is suspected of being disclosed, or known to have been disclosed.
 - f) Passwords must not be disclosed to other workforce members (including anyone claiming to need a password to "fix" a computer or handle an emergency situation) or individuals, including family members.
 - g) Passwords must not be written down, posted, or exposed in an insecure manner such as on a notepad or posted on the workstation.
 - h) Employees should refuse all offers by software and/or Internet sites to automatically login the next time that they access those resources.
 - i) Any employee who is directed by the Privacy Officer to change his/her password to conform to the aforementioned standards shall do so immediately.

Next Level Urgent Care		Policy and Procedure
Title: SECURITY MANAGEMENT PROCESS	P&P #: 80.17	
Approval Date: 1/1/2014	Review: Annual	
Effective Date: 1/1/2014	Information Technology	

17 Security Management Process

Statement of Policy

To ensure Next Level Urgent Care conducts an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of ePHI held by Next Level Urgent Care.

Next Level Urgent Care shall conduct an accurate and thorough risk analysis to serve as the basis for Next Level Urgent Care's HIPAA Security Rule compliance efforts. Next Level Urgent Care shall re-assess the security risks to its ePHI and evaluate the effectiveness of its security measures and safeguards as necessary in light of changes to business Next Level Urgent Cares and technological advancements.

Procedure

- a. The Security Officer shall be responsible for coordinating Next Level Urgent Care's risk analysis. The Security Officer shall identify appropriate persons within the organization to assist with the risk analysis.
- b. The risk analysis shall proceed in the following manner:
 - i. Document Next Level Urgent Care's current information systems.
 - a) Update/develop information systems inventory. List the following information for all hardware (i.e., network devices, workstations, printers, scanners, mobile devices) and software (i.e., operating system, various applications, interfaces): date acquired, location, vendor, licenses, maintenance schedule, and function. Update/develop network diagram illustrating how organization's information system network is configured.
 - b) Update/develop facility layout showing location of all information systems equipment, power sources, telephone jacks, and other telecommunications equipment, network access points, fire and burglary alarm equipment, and storage for hazardous materials.
 - c) For each application identified, identify each licensee (i.e., authorized user) by job title and describe the manner in which authorization is granted.
 - d) For each application identified:
 - i) Describe the data associated with that application.
 - ii) Determine whether the data is created by the organization or received from a third party. If data is received from a third party, identify that party and the purpose and manner of receipt.

- iii) Determine whether the data is maintained within the organization only or transmitted to third parties. If data is transmitted to a third party, identify that party and the purpose and manner of transmission.
 - iv) Define the criticality of the application and related data as high, medium, or low. Criticality is the degree of impact on the organization if the application and/or related data were unavailable for a period of time.
 - v) Define the sensitivity of the data as high, medium, or low. Sensitivity is the nature of the data and the harm that could result from a breach of confidentiality or security incident.
 - vi) For each application identified, identify the various security controls currently in place and locate any written policies and procedures relating to such controls.
- e) Identify and document threats to the confidentiality, integrity, and availability (referred to as "threat agents") of ePHI created, received, maintained, or transmitted by Next Level Urgent Care. Consider the following:
- i) Natural threats, e.g., earthquakes, storm damage.
 - ii) Environmental threats, e.g., fire and smoke damage, power outage, utility problems.
 - iii) Human threats
 - a. Accidental acts, e.g., input errors and omissions, faulty application programming or processing procedures, failure to update/upgrade software/security devices, lack of adequate financial and human resources to support necessary security controls
 - b. Inappropriate activities, e.g., inappropriate conduct, abuse of privileges or rights, workplace violence, waste of corporate assets, harassment
 - c. Illegal operations and intentional attacks, e.g., eavesdropping, snooping, fraud, theft, vandalism, sabotage, blackmail
 - d. External attacks, e.g., malicious cracking, scanning, demon dialing, virus introduction
 - iv) Identify and document vulnerabilities in Next Level Urgent Care's information systems. A vulnerability is a flaw or weakness in security policies and procedures, design, implementation, or controls that could be accidentally triggered or intentionally exploited, resulting in unauthorized access to ePHI, modification of ePHI, denial of service, or repudiation (*i.e.*, the inability to identify the source and hold some person accountable for an action). To accomplish this task, conduct a self-analysis utilizing the standards and implementation specifications to identify vulnerabilities.
- f) Determine and document probability and criticality of identified risks.
- i) Assign probability level, *i.e.*, likelihood of a security incident involving identified risk.
 - a. "Very Likely" (3) is defined as having a probable chance of occurrence.

- b. "Likely" (2) is defined as having a significant chance of occurrence.
 - c. "Not Likely" (1) is defined as a modest or insignificant chance of occurrence.
 - ii) Assign criticality level.
 - a. "High" (3) is defined as having a catastrophic impact on the medical Next Level Urgent Care including a significant number of medical records which may have been lost or compromised.
 - b. "Medium" (2) is defined as having a significant impact including a moderate number of medical records within Next Level Urgent Care which may have been lost or compromised.
 - c. "Low" (1) is defined as a modest or insignificant impact including the loss or compromise of some medical records.
 - iii) Determine risk score for each identified risk. Multiply the probability score and criticality score. Those risks with a higher risk score require more immediate attention.
 - g) Identify and document appropriate security measures and safeguards to address key vulnerabilities. To accomplish this task, review the vulnerabilities you have identified in relation to the standards and implementation specifications. Focus on those vulnerabilities with high risk scores, as well as specific security measures and safeguards required by the Security Rule.
 - h) Develop and document an implementation strategy for critical security measures and safeguards.
 - i) Determine timeline for implementation.
 - ii) Determine costs of such measures and safeguards and secure funding.
 - iii) Assign responsibility for implementing specific measures and safeguards to appropriate person(s).
 - iv) Make necessary adjustments based on implementation experiences.
 - v) Document actual completion dates.
 - i. Evaluate effectiveness of measures and safeguards following implementation and make appropriate adjustments.
- c. The Security Officer shall be responsible for identifying appropriate times to conduct follow-up evaluations and coordinating such evaluations. The Security Officer shall identify appropriate persons within the organization to assist with such evaluations. Such evaluations shall be conducted upon the occurrence of one or more of the following events: changes in the HIPAA Security Regulations; new federal, state, or local laws or regulations affecting the security of ePHI; changes in technology, environmental processes, or business processes that may affect HIPAA Security policies or procedures; or the occurrence of a serious security incident. Follow-up evaluations shall include the following:
- i. Inspections, reviews, interviews, and analysis to assess adequacy of administrative and physical safeguards. Such evaluation shall include interviews to assess employee compliance; after-hours walk-through inspections to assess physical security, password

protection (i.e., not posted), and workstation sessions terminated (i.e., employees logged out); review of latest security policies and procedures for correctness and completeness; and inspection and analysis of training, incident, and media logs for compliance.

- ii. Analysis to assess adequacy of controls within the network, operating systems and applications. As appropriate, Next Level Urgent Care shall engage outside vendors to evaluate existing physical and technical security measures and make recommendations for improvement

Next Level Urgent Care		Policy and Procedure
Title: Emergency Operations Procedures (EHR outage)	P&P #: 80.18	
Approval Date: 1/1/2014	Review: Annual	
Effective Date: 1/1/2014	Information Technology	

18 Emergency Operations Procedures

Purpose

To provide procedures for managing and documenting patient encounters when Electronic Health Record (EHR) and Next Level Urgent Care Management (PM) systems are unavailable due to planned or unexpected outages.

Definitions

Electronic Health Record (EHR) – Electronic records of patient encounters in a healthcare delivery setting. An electronic health record typically consists of information including: patient demographics, progress notes, medication history, vital signs and laboratory results.

Next Level Urgent Care Management (PM) – A Next Level Urgent Care Management System is usually a computer based system used to manage the day-to-day operations of a healthcare Next Level Urgent Care. Tasks typically performed by a PM system include: scheduling appointments, maintaining patient and insurance information, billing functions and generating various reports.

Procedures

Notification:

The Information Systems or Technology Manager shall notify Next Level Urgent Care management as soon as practicable in the event of:

- planned downtime of EHR systems,
- unexpected outage of EHR systems, and
- resumption of EHR services following an outage such that normal operations may resume.

Scheduling:

If the EHR system is not operational or otherwise unavailable, patients will be added to the schedule once it is available.

Patient Encounters:

Telephone encounters should be recorded on paper for later transfer to EHR.

A printed SOAP note can be used as a template for charting once the EHR is restored.

If the patient is a new patient and demographic information is not available, paper registration forms should be filled out by staff.

Paper progress note templates should be used to record usual intake.

Provider records notes on paper progress notes.

Provider orders are recorded on paper progress notes, while recording the appropriate charges for orders on the progress note.

When the provider is finished with the patient, the provider will complete the encounter form (diagnosis and charges) and have the patient check-out.

Encounter forms and progress notes should be kept for loading into the EHR for when the EHR becomes operational and normal operations resume.

System Restoration:

Patient encounters occurring during system downtime should be entered into the system via the following procedures:

- All paper documentation should be entered into the EHR in the appropriate manner as if the system were up at the time the services were provided.

Additional Functions:

Next Level Urgent Care management is responsible for maintaining an adequate stock of paper forms in anticipation of system downtime.

Faxes will be evaluated by staff for urgency of review by provider.

Next Level Urgent Care		Policy and Procedure
Title: e-Discovery Policy Retention, Storage, and Destruction of Paper and Electronic Health Information and Records		P&P #: 80.19
Approval Date: 1/1/2014		Review: Annual
Effective Date: 1/1/2014		Information Technology

19 e-Discovery Policy: Retention

Policy

It is the policy of this organization to maintain and retain enterprise health information and records in compliance with applicable governmental and regulatory requirements. This organization will adhere to retention schedules and destruction procedures in compliance with regulatory, business, and legal requirements.

Purpose

The purpose of this policy is to achieve a complete and accurate accounting of all relevant records within the organization; to establish the conditions and time periods for which paper based and electronic health information and records will be stored, retained, and destroyed after they are no longer active for patient care or business purposes; and to ensure appropriate availability of inactive records.

Scope

This policy applies to all enterprise health information and records whether the information is paper based or electronic. It applies to any health record, regardless of whether it is maintained by the Health Information Management Department or by the clinical or ancillary department that created it.

Definitions

Data Owners: Each department or unit that maintains patient health records, either in electronic or paper form, is required to designate a records management coordinator who will ensure that records in his or her area are preserved, maintained, and retained in compliance with records management policies and retention schedules established by the Health Information Management Department [or other designated authority].

Property Rights: All enterprise health information and records generated and received are the property of the organization. No employee, by virtue of his or her position, has any personal or property right to such records even though he or she may have developed or compiled them.

Workforce Responsibility: All employees and agents are responsible for ensuring that enterprise health information and records are created, used, maintained, preserved, and destroyed in accordance with this policy.

Destruction of Enterprise Health Information and Records: At the end of the designated retention period for each type of health information and record, it will be destroyed in accordance with the procedures in this policy unless a legal hold/preservation order exists or is anticipated.

Unauthorized Destruction: The unauthorized destruction, removal, alteration, or use of health information and records is prohibited. Persons who destroy, remove, alter or use health information and records in an unauthorized manner will be disciplined in accordance with the organization's Sanction Policy.

Next Level Urgent Care		Policy and Procedure
Title: Reporting and Managing a Privacy Breach Procedure	P&P #: 80.20	
Approval Date: 1/1/2014	Review: Annual	
Effective Date: 1/1/2014	Information Technology	

20 Breach Notification Procedures

Purpose

To outline the process for notifying affected individuals of a breach of protected information under the Privacy Act, unsecured protected health information (PHI) for the purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and/or state breach notification purposes.

Scope

This applies to all employees, volunteers, and other individuals working under contractual agreements with Next Level Urgent Care.

Definitions

State Breach – Unauthorized acquisition or reasonable belief of unauthorized acquisition of Personal Information that compromises the security, confidentiality, or integrity of the Personal Information.

Personal Information – Personal Information has many definitions including definitions by statute which may vary from state to state. Most generally, Personal Information is a combination of data elements which could uniquely identify an individual. Please review applicable state data breach statutes to determine what definition of Personal Information is applicable for purposes of the document.

HIPAA Breach – Unauthorized acquisition, access, use, or disclosure of unsecured PHI.

Personally Identifiable Information (PII) – Information in any form that consists of a combination of an individual's name and one or more of the following: Social Security Number, driver's license or state ID, account numbers, credit card numbers, debit card numbers, personal code, security code, password, personal ID number, photograph, fingerprint, or other information which could be used to identify an individual.

Individually Identifiable Health Information (IIHI) – PII which includes information related to the past, present or future condition, treatment, payment or provision of health care to the identified individual.

Privacy Act Breach – Unauthorized acquisition or reasonable belief of unauthorized acquisition of personal information protected by the Privacy Act. This information includes, but is not limited to Social Security Number, government issued ID numbers, financial account numbers or other information posing a risk of identity theft.

Private Information – Information protected by the Privacy Act, Personally Identifiable Information, Personal Information and Protected Health Information collectively.

Protected Health Information (PHI) – Individually identifiable health information except for education records covered by FERPA and employment records.

Procedure

Reporting a Possible Breach

1. Any employee who becomes aware of a possible breach of privacy involving Private Information in the custody or control of Next Level Urgent Care will immediately inform their supervisor/manager, and the Privacy Officer.
2. Notification should occur immediately upon discovery of a possible breach or before the end of your shift if other duties interfere, however, in no case should notification occur later than twenty-four (24) hours after discovery.
 - a. The supervisor/manager will verify the circumstances of the possible breach and inform the Privacy Officer and the division Administrator/Director within twenty-four (24) hours of the initial report.
3. You may call the Privacy Officer directly at (281) 201-0657 x 104.
 - a. Provide the Privacy Officer with as much detail as possible.
 - b. Be responsive to requests for additional information from the Privacy Officer.
 - c. Be aware that the Privacy Officer has an obligation to follow up on any reasonable belief that Private Information has been compromised.
4. The Privacy Officer, in conjunction with Next Level Urgent Care's Legal Counsel, will decide whether or not to notify the President/CEO as appropriate by taking into consideration the seriousness and scope of the breach.

Containing the Breach

1. The Privacy Officer will take the following steps to limit the scope and effect of the breach.
 - a. Work with department(s) to immediately contain the breach. Examples include, but are not limited to:
 - i. Stopping the unauthorized Next Level Urgent Care
 - ii. Recovering the records, if possible
 - iii. Shutting down the system that was breached
 - iv. Mitigating the breach, if possible
 - v. Correcting weaknesses in security Next Level Urgent Care's
 - vi. Notifying the appropriate authorities including the local Police Department if the breach involves, or may involve, any criminal activity

Investigating and Evaluating the Risks Associated with the Breach

1. To determine what other steps are immediately necessary, the Privacy Officer in collaboration with Next Level Urgent Care's Legal Counsel and affected department(s) and administration, will investigate the circumstances of the breach.
 - a. A team will review the results of the investigation to determine root cause(es), evaluate risks, and develop a resolution plan.
 - i. The Privacy Breach Assessment tool will help aid the investigation.
 - b. The Privacy Officer, in collaboration with Next Level Urgent Care's Legal Counsel, will consider several factors in determining whether to notify individuals affected by the breach including, but not limited to:
 - i. Contractual obligations
 - ii. Legal obligations – Next Level Urgent Care's Legal Counsel should complete a separate legal assessment of the potential breach and provide the results of the assessment to the Privacy Officer and the rest of the breach response team
 - iii. Risk of identity theft or fraud because of the type of information lost such as social security number, banking information, identification numbers
 - iv. Risk of physical harm if the loss puts an individual at risk of stalking or harassment
 - v. Risk of hurt, humiliation, or damage to reputation when the information includes medical or disciplinary records
 - vi. Number of individuals affected

Notification

1. The Privacy Officer will work with the department(s) involved, Next Level Urgent Care's Legal Counsel and appropriate leadership to decide the best approach for notification and to determine what may be required by law.
2. If required by law, notification of individuals affected by the breach will occur as soon as possible following the breach.
 - a. Affected individuals must be notified without reasonable delay, but in no case later than sixty (60) calendar days after discovery, unless instructed otherwise by law enforcement or other applicable state or local laws.
 - i. Notices must be in plain language and include basic information, including:
 1. What happened
 2. Types of PHI involved
 3. Steps individuals should take
 4. Steps covered entity is taking
 5. Contact Information
 - ii. Notices should be sent by first-class mail or if individual agrees electronic mail. If insufficient or out-of-date contact information is available, then a substitute notice is required as specified below.
 - b. If law enforcement authorities have been contacted, those authorities will assist in determining whether notification may be delayed in order not to impede a criminal investigation.
3. The required elements of notification vary depending on the type of breach and which law is implicated. As a result, Next Level Urgent Care's Privacy Officer and Legal Counsel should work closely to draft any notification that is distributed.
4. Indirect notification such as website information, posted notices, media will generally occur only where direct notification could cause further harm, or contact information is lacking.
 - a. If a breach affects five-hundred (500) or more individuals, or contact information is insufficient, Next Level Urgent Care will notify a prominent media outlet that is appropriate for the size of the location with affected individuals, and notice will be provided in the form of a press release.
5. Using multiple methods of notification in certain cases may be the most effective approach.

Business associates must notify Next Level Urgent Care if they incur or discover a breach of unsecured PHI.

1. Notices must be provided without reasonable delay and in no case later than sixty (60) days after discovery of the breach.
2. Business associates must cooperate with Next Level Urgent Care in investigating and mitigating the breach.

Notice to Health and Human Services (HHS) as required by HIPAA – If Next Level Urgent Care's Legal Counsel determines that HIPAA notification is not required; this notice is also not required.

1. Information regarding breaches involving five-hundred (500) or more individuals, regardless of location, must be submitted to HHS at the same time that notices to individuals are issued.
2. If a breach involves fewer than five-hundred (500) individuals, Next Level Urgent Care will be required to keep track of all breaches and to notify HHS within sixty (60) days after the end of the calendar year.

Prevention

1. Once immediate steps are taken to mitigate the risks associated with the breach, the Privacy Officer will investigate the cause of the breach.

- a. If necessary, this will include a security audit of physical, organizational, and technological measures.
 - b. This may also include a review of any mitigating steps taken.
2. The Privacy Officer will assist the responsible department to put into effect adequate safeguards against further breaches.
3. Procedures will be reviewed and updated to reflect the lessons learned from the investigation and regularly thereafter.
4. The resulting plan will also include audit recommendations, if appropriate.

Compliance and Enforcement

All managers and supervisors are responsible for enforcing these procedures. Employees who violate these procedures are subject to discipline up to and including termination in accordance with Next Level Urgent Care's Sanction Policy.

ATTACHMENT J

Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into and effective as of the _____ day of _____, 2013 (“Effective Date”) by and between *Next Level Urgent Care, LLC* (“Covered Entity”), and _____ (“Business Associate”)(collectively, the “Parties”).

WITNESSETH

WHEREAS, Covered Entity is a “covered entity” as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (“HIPAA”), and as described in the Health Information Technology for Economic and Clinical Health Act (“HITECH”) provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”); and

WHEREAS, Business Associate provides technical services (the “Services”) for Covered Entity pursuant to the Agreement for Technical Services Agreement (the “Agreement”), executed on _____, the performance of which involves exposure to certain Protected Health Information, as defined in 45 CFR 160.103 and limited to the information created or received by Business Associate from or on behalf of Covered Entity (“PHI”); and

WHEREAS, HIPAA requires that Covered Entity enter into written agreements with its business associates in order to regulate the use and disclosure of certain protected health information of Covered Entity; and

WHEREAS, Covered Entity and Business Associate agree to enter into this Agreement under the terms and conditions set forth herein to meet the applicable requirements for such business relationships under HIPAA.

NOW THEREFORE, for and in consideration of these premises, the Parties’ other mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the Parties hereto acknowledge, covenant, and agree as follows:

1. Obligations of Business Associate

1.1. Permitted Uses and Disclosures of PHI. Business Associate shall use and disclose any PHI it may receive from Covered Entity only to perform the Services and carry out the obligations of Business Associate under the Agreement, and in accordance with applicable federal and state laws, including but not limited to HIPAA. Business Associate may also use or disclose PHI for the proper management and administration of the Business Associate, for data aggregation services, or to carry out its legal responsibilities if such disclosure is required by law or if (i) the Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (ii) the person or entity agrees

to notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Business Associate shall not use or further disclose PHI other than permitted or required by this Agreement or as otherwise required by law.

1.2 Safeguards. Business Associate shall implement and use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and prevent the use or disclosure of PHI other than as set forth in this Agreement or as permitted or required by law. Business Associate agrees to notify Covered Entity in the event of any breach of unsecured PHI held by or under the control of Business Associate, including the identity of the affected individual(s) and all other relevant information, within three (3) business days of becoming aware of such breach. Unless the context of the relationship specifically requires otherwise, the parties disclaim any agency relationship between Covered Entity and Business Associate.

1.3 Reporting Disclosures of PHI. In the event Business Associate, its agents, employees or contractors use or disclose PHI in violation of this Agreement, Business Associate shall report such use or disclosure to Covered Entity as soon as Business Associate becomes aware of such violation, including the circumstances surrounding the use or disclosure and a description of the PHI inappropriately used or disclosed. Business Associate shall report to Covered Entity any security incident of which it becomes aware.

1.4 Mitigation of Harmful Effects. Business Associate shall establish procedures for mitigating harmful effects of any improper use or disclosure of PHI that Business Associate reports to Covered Entity.

1.5 Third Party Agreements. Business Associate shall require all of its subcontractors and agents that receive, use or have access to PHI under this Agreement to agree in writing to adhere to the same restrictions and conditions applicable to the use or disclosure of such PHI as required herein.

1.6 Access to Information. Within ten (10) business days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set (as defined in 45 C.F.R. 164.501) in Business Associate's possession, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained in the Designated Record Set by Business Associate. In the event any individual requests access to his or her own PHI directly from Business Associate, Business Associate shall forward such request for access to PHI Covered Entity upon receipt of same. Business Associate shall reasonably cooperate with Covered Entity to provide an individual, at Covered Entity's written direction, with access to the individual's PHI in Business Associate's possession within ten (10) business days of Business Associate's receipt of written instructions for same from Covered Entity. Any denials of access to PHI requested shall be the responsibility of Covered Entity.

1.7 Amendment of PHI. Business Associate agrees to make PHI in a Designated Record Set available for amendment and to incorporate any appropriate amendments at the direction of and in the time and manner designated by Covered Entity. Business Associate further agrees to forward any request for amendment of PHI made by an individual to Covered Entity upon receipt of such request, and take no action on such request until directed by Covered Entity.

1.8 Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and to provide Covered Entity with an accounting of such disclosures in the time and manner designated by Covered Entity. Business Associate further agrees to forward any request for an accounting of disclosures of PHI made by an individual to Covered Entity upon receipt of such request. To the extent Business Associate maintains PHI in an electronic health record, Business Associate agrees to account for all disclosures of such PHI upon the request of an individual for a period of at least three (3) years prior to such request (but no earlier than the effective date of this Agreement), as required by HITECH; such accounting shall be directly to the individual if requested by Covered Entity.

1.9 Access to Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the requirements of HIPAA.

1.10 Obligations under ARRA. Business Associate acknowledges that it is subject to the security and data breach provisions of HIPAA and agrees to abide thereby. Business Associate also agrees to abide by all of the privacy provisions set forth in Title XIII, Subtitle D of ARRA, including without limitation restrictions on marketing and requirements relating to limited data sets and minimum necessary disclosures.

2. Obligations of Covered Entity

2.1 Notice of Privacy Practices. Covered Entity agrees to provide Business Associate with a copy of Covered Entity's "Notice of Privacy Practices," required to be provided to individuals in accordance with 45 CFR 164.520, as well as any subsequent changes to such notice.

2.2 Changes to or Restrictions on Use or Disclosure of PHI. Covered Entity will provide Business Associate with any changes to, or revocation of, permission to use or disclose PHI if such changes affect Business Associate's permitted or required uses or disclosures. Covered Entity will further notify Business Associate of any restriction to the use or disclosure of PHI agreed to by Covered Entity in accordance with the provisions of 45 CFR 164.522, and any restriction requested by an individual which Covered Entity is required to comply with in accordance with the provisions of HITECH.

2.3 Requested Uses or Disclosures of PHI. Covered Entity shall not request Business Associate to use or disclose PHI in any manner inconsistent with state or federal law.

3. Term and Termination

3.1 Term. This Agreement shall be deemed effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless otherwise terminated under the terms and conditions set forth herein.

3.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, its agents or subcontractors, this Agreement and any underlying services agreement may be immediately terminated by Covered Entity, as provided under 45 CFR 164.504(e)(2)(iii). At its option, Covered Entity may choose to (i) provide Business Associate with written notice of the existence of a material breach of this Agreement; and (ii) permit Business Associate to cure the material breach upon mutually agreeable terms. In the event Business Associate is afforded an opportunity and fails to cure the breach in accordance with such mutually agreeable terms, this Agreement and any underlying services agreement may be immediately terminated at the option of Covered Entity. In the event Covered Entity violates its obligations under HIPAA in a manner related to this Agreement, Business Associate shall provide Covered Entity with notice of such breach; if Covered Entity does not cure such breach within a reasonable period of time, Business Associate may terminate this Agreement.

3.3 Effect of Termination. Upon termination of this Agreement, Business Associate shall return or destroy all PHI created or received by Business Associate, its agents and subcontractors to the extent feasible, without retaining any copies of such PHI. If Business Associate and Covered Entity mutually agree that return or destruction of the PHI is not reasonably feasible, Business Associate agrees to extend the protections of PHI under this Agreement and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible.

4. Miscellaneous Provisions

4.1 Definitions and Interpretation; Indemnification. All words used herein but not defined herein shall have the meanings set out in HIPAA, and this Agreement shall be interpreted in such a fashion as to cause the parties to be in compliance with HIPAA. Notwithstanding any other provision of the Agreement, Covered Entity and Business Associate agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or

omissions, including failure to perform its obligations under HIPAA, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The provisions of this paragraph shall survive the expiration or termination of this Agreement for any reason.

4.2 Assignment. Business Associate may assign all of its rights and obligations under this Agreement without Covered Entity's prior written consent. In the event of an assignment by Business Associate, each reference in this Agreement to Business Associate shall include the assignee from and after the date of such assignment. Covered Entity may not directly or indirectly assign or transfer, by operation of law or otherwise (including pursuant to any merger of Covered Entity, sale of substantially all of Covered Entity's assets or sale or issuance of equity representing a majority interest in Company, each of which is hereby deemed to constitute an "assignment" for purposes of this Agreement) any rights and obligations or delegate any duties under this Agreement without the prior written consent of Business Associate.

4.3 Amendment. This Agreement shall not be modified or amended except by a written document executed by each of the parties to this Agreement, and such written modification or amendment shall be attached hereto.

4.4 Waiver of Provisions. Any waiver of any terms and conditions of this Agreement must be in writing, and signed by both Business Associate and Covered Entity. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions of the Agreement.

4.5 Parties In Interest; No Third-Party Beneficiaries. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and permitted assigns of the parties to this Agreement. Neither this Agreement nor any other agreement contemplated in this Agreement shall be deemed to confer upon any person not a party to this Agreement any rights or remedies contained in this Agreement.

4.6 Governing Law. This Agreement, the rights and obligations of the parties hereto, and the entire relationship between the parties relating hereto shall be governed by and construed and enforced in accordance with the substantive laws (but not the rules governing conflicts of laws) of the state of Texas and with HIPAA.

4.7 Notice. Whenever this Agreement requires or permits any notice, request, or demand from one party to another, the notice, request, or demand must be in writing to be effective and shall be deemed to be delivered and received (i) if personally delivered or if delivered by telex, telegram, facsimile or courier service, when actually received by the party to whom notice is sent or (ii) if delivered by mail (whether actually

received or not), at the close of business on the third business day next following the day when placed in the mail, postage prepaid, certified or registered, addressed to the appropriate party, at the address of such party set forth below (or at such other address as such party may designate by written notice to all other parties in accordance herewith):

If to Covered Entity: ***Next Level Urgent Care, LLC***
Attn: Bill McGrath, Privacy Officer
2415 Town Center Blvd., Suite 300
Sugar Land, Texas 77479

If to Business Associate: _____
Attn: _____

4.8 Authorization. The Parties executing this Agreement hereby warrant that they have the authority to execute this Agreement and that their execution of this Agreement does not violate any bylaws, rules, or regulations applicable to them.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Next Level Urgent Care, LLC

By: Bill McGrath, Chief Technology Officer

By: _____
Bill McGrath
Chief Technology Officer

By: _____

Name: _____

Title: _____

ATTACHMENT K

Additional Required Forms

Respondent Form

W9 Form

Residence Certification

Proof of Insurance



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #		Dun and Bradstreet #
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Next Level Urgent Care, LLC	Year Business was Established <u>2013</u>
Remittance Address	2415 Town Center Drive, Suite 300	
City/State/Zip	Sugar Land, TX 77478	
Physical Address	2415 Town Center Drive, Suite 300	
City/State/Zip	Sugar Land, TX 77478	
County	<input checked="" type="checkbox"/> Fort Bend County Other: _____	
Phone/Fax Number	Phone: (281) 201-0657	Fax: (281) 336-0764
Contact Person	Juliet Breeze, MD, CEO	
E-mail	jlbreeze@nlucc.com	
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).	621493	

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Next Level Urgent Care, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification; check <u>only one</u> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></p> <p>5 Address (number, street, and apt. or suite no.) Next Level Urgent Care, LLC</p> <p>6 City, state, and ZIP code 2415 Town Center Drive, Suite 300 Sugar Land, TX 77478</p> <p>7 List account number(s) here (optional)</p> <p style="text-align: right;">Requester's name and address (optional)</p>
---	--

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	Employer identification number													
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>											<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 30%;"></td> <td style="width: 30%;"></td> <td style="width: 30%;"></td> </tr> </table>			

OR

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 01/15/2015

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Job No.: _____

TAX FORM/DEBT/RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: Next Level Urgent Care, LLC

Mailing Address: 2415 Town Center Drive, Suite 300 Sugar Land, TX 77478

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

P336569

Property address or location**

7101 W. Grand Parkway South, Suite 10 Richmond, TX 77407

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Next Level Urgent Care, LLC is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____
[Company Name]

[City and State]

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER: USI Southwest, Three Memorial City, 840 Gessner, Suite 600, Houston, TX 77024. CONTACT NAME, PHONE (A/C, No, Ext): 713 490-4600, FAX (A/C, No): 713-490-4700. INSURER(S) AFFORDING COVERAGE: INSURER A: Valley Forge Insurance Company (NAIC # 20508), INSURER B: Continental Insurance Company (NAIC # 35289), INSURER C: Ameri Casualty Co of Reading PA (NAIC # 20427).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (Commercial General Liability, Limits up to \$2,000,000), A AUTOMOBILE LIABILITY (Hired Autos, Limits up to \$1,000,000), B UMBRELLA LIAB (Excess Liability, Retention \$10,000, Limits up to \$5,000,000), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Limits up to \$1,000,000).

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

** Supplemental Name for Worker's Compensation ONLY **

NLUC PLLC

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only

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

AUTHORIZED REPRESENTATIVE

[Signature]

DESCRIPTIONS (Continued from Page 1)

Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed on behalf of the named insured. The General Liability and Worker's Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract.



CERTIFICATE OF INSURANCE	Issue Date: 04/02/2015
Effective Date: 07/01/2015	A Claims-Made Professional Liability Policy
First Named Insured: NLUC PLLC 16902 Southwest Freeway Ste 108 Sugar Land, TX 77479	IMPORTANT NOTICE: This document demonstrates coverage in force on the Effective Date listed. It is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Protected Party: NLUC PLLC	
Specialty: N/A	
Policy Number: [REDACTED]	Policy Period: From: 07/01/2015 To: 07/01/2016
Retroactive Date: 07/01/2013	Departure Period: From: N/A To: N/A
The Protected Party above is: <input checked="" type="checkbox"/> A Named Insured <input type="checkbox"/> A Locum Tenens <input type="checkbox"/> An Additional Protected Party	Agency and Address: Mark W. Ledger Insurance Agency, LLC 3630 Gardens Parkway, Suite 801C Palm Beach Gardens, FL 33410 (866) 321-8745
LIMITS OF LIABILITY	
Claim Limit:	\$1,000,000
Aggregate Limit:	\$3,000,000

- I. Locum Tenens and Additional Protected Parties share Limits of Liability with the applicable Named Insured.
- II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.
- III. Photocopies of this document are deemed as valid as the original.
- IV. The policy, including endorsements, determines the coverage provided. Some claims may not be covered by the terms of the policy, or may be subject to restrictions such as lower Limits of Liability.
- V. If the policy, or coverage for any person, is canceled for any reason or if the terms of the policy are changed, we will notify the First Named Insured only. Coverage is not in effect unless and until all payments are received when due.
- VI. If a departure period is indicated, the policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the policy will respond if we receive a claim report during this period.

40.0955489.61.126.4743327

ATTACHMENT L

Original RFP

EXHIBIT C

PERFORMANCE INDICATORS/OBJECTIVES

Performance Indicators/Objectives

Implementation Plan:

Implementation plan milestones must be completed to include EMR/IT integration, staffing, on-line scheduling, etc.

Work Site Implementation Timeline – 2% of quarterly management fee at risk.

Patent Waiting Room:

85% of all patients will be seen by a clinical staff member within 20 minutes of scheduled arrival.

Work site implementation timeline - 1% of quarterly management fees at risk.

Outreach:

Open house events for employees and local medical community will be completed within the first 60 days of operation.

Stewardship Reports - 1% of quarterly management fee at risk.

PHI Integrity:

No reportable HIPAA violations of personal health information.

Next Level Compliance Department - 2 % of quarterly management fee at risk.

Account Management:

Next Level will provide ongoing account management to ensure efficient clinic operations which meet contract requirements to include:

Timely scheduled quarterly and annual stewardship meetings. Scheduling will be defined as the setting of a date and time for the meeting based on the availability of participants.

90% of the quarterly reports will be delivered to Fort Bend County account team within 30 days of the completion of each quarter.

Stewardship Reports -1% of quarterly management fee at risk.

Clinical Quarterly:

Next Level will adhere to its established QA program guidelines with at least ten random chart reviews per month, per full time mid-level. Additional chart reviews will be performed based on sentinel events (transfer by ambulance, hospitalization, narcotic utilization greater than one month, death) as identified by the supervising physician 90% of the time.

MD Chart Audit – 1% of quarterly management fee at risk.

Compliant Resolution:

Next Level must have a patient complaint and resolution administrative process in place. All patient complaints must be addressed in writing within five (5) business days after Next Level's receipt of the complaint 95% of the time.

Complaint Log – 1% of quarterly management fee at risk.

Employee Participation Satisfaction:

The average participant satisfaction score will exceed expectations (7-10 on a 1-10 point scale) based on completed surveys.

On line survey – 1% of quarterly management fee at risk.

EXHIBIT D

COUNTY TRAVEL POLICY



Fort Bend County
Travel Policy Summary
Effective August 1, 2015
Summary Revised 09.21.15

This is a summary of the Travel Policy, it is the travelers responsibility to read the entire Travel Policy located at <http://econnect/modules/showdocument.aspx?documentid=876> prior to making any travel reservations. Failure to comply with the Travel Policy will result in delay of travel reimbursement or traveler covering cost of travel. For questions regarding the policy or making reservations call the Auditor's Office 281-341-3763 or after hours at 281-684-7292.

Hotels – Reimbursable rates are limited to the GSA Per Diem Limits per day, per city not including taxes. The rates, which vary by month, are located on the GSA website http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts

State Contract Hotels are available at discounted rates. Traveler must verify the state rate per night is less than the GSA rate when reserving hotel room or the traveler will only be reimbursed at the GSA rate plus taxes <http://www.window.state.tx.us/procurement/prog/stmp/>

Traveler can stay at the host hotel if the host hotel offers a group rate and the traveler is able to reserve the room at the group rate. ***If no more group rate rooms are available the traveler will need to find other accommodations within the GSA reimbursable rates.***

- Valet parking will not be reimbursed if self-parking is available.
- FBC is exempt from sales tax not hotel tax so you must pay all taxes at the hotel.
- Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.
- Fees not allowable: Internet, phone charges, laundry, safe fees etc.
- Gratuities: Gratuities are not reimbursable for any lodging services.

Airfare- is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. When using Southwest Airlines a traveler should choose the "wanna get away" flight category. Unallowable expenses include trip insurance, early bird check In, front of the line, leg room and fare changes for personal reasons.

Rental Cars- Traveler must use state contract rates with AVIS and Enterprise located at <http://www.window.state.tx.us/procurement/prog/stmp/>

No add on cost (additional insurance, prepaid fuel, GPS, premium radio etc.) The state contract rates already include insurance so additional insurance is not necessary. ***Refer to the travel policy for details on booking your rental car reservations using the state contracts.***

Meals Per Diem –\$36 in state and \$48 out of state. First and last day of travel are paid at 75% of daily per diem rate (first and last day travel per diem rates \$27 in state and \$36 out of state)

Mileage Reimbursements – Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location.

Contract Rental Car Rates (September 1-2015- August 31, 2016) - State of Texas Rates

CAR TYPE	AVIS / BUDGET		ENTERPRISE / NATIONAL	
Compact	\$33.50	\$201.00	\$35.00	\$210.00
Intermediate	\$35.50	\$213.00	\$37.00	\$222.00
Full-Size	\$37.50	\$225.00	\$39.00	\$234.00
Minivan	\$47.50	\$285.00	\$52.00	\$312.00
SUV Mid-Size	\$47.50	\$285.00	\$56.00	\$336.00
SUV Large	n/a	n/a	\$89.00	\$534.00

Contract Rental Car Rates (September 1-2015- August 31, 2016) - Out of State Rates

CAR TYPE	AVIS / BUDGET		ENTERPRISE / NATIONAL	
Compact	\$35.50	\$213.00	\$35.00	\$210.00
Intermediate	\$37.50	\$225.00	\$37.00	\$222.00
Full-Size	\$39.50	\$237.00	\$39.00	\$234.00
Minivan	\$49.50	\$297.00	\$52.00	\$312.00
SUV Mid-Size	\$49.50	\$297.00	\$56.00	\$336.00
SUV Large	n/a	n/a	\$89.00	\$534.00

GSA Reimbursable Hotel Rates for the State of Texas October 2015 – September 2016. All other states are online.

		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
		15	15	15	16	16	16	16	16	16	16	16	16
Standard Rate	City/County not listed	89	89	89	89	89	89	89	89	89	89	89	89
Arlington / Fort Worth / Grapevine	Tarrant County / City of Grapevine	149	149	149	149	149	149	149	149	149	149	149	149
Austin	Travis	135	135	135	159	159	159	135	135	135	135	135	135
Bia Spring	Howard	171	171	171	171	171	171	171	1471	171	171	171	171
College Station	Brazos	114	114	114	114	114	114	114	114	114	114	114	114
Corpus Christi	Nueces	105	105	105	105	105	105	105	105	105	105	105	105
Dallas	Dallas	125	125	125	138	138	138	138	138	138	125	125	125
El Paso	El Paso	95	95	95	95	95	95	95	95	95	95	95	95
Galveston	Galveston	99	99	99	99	99	99	99	99	129	129	129	99
Houston	Montgomery / Fort Bend / Harris	131	131	131	131	147	147	147	147	131	131	131	131
Laredo	Webb	99	99	99	99	99	99	99	99	99	99	99	99
McAllen	Hidalgo	93	93	93	93	93	93	93	93	93	93	93	93
Midland	Midland	185	174	174	174	185	185	185	185	185	185	185	185
Pearsall	Frio / Medina / La Salle	119	119	119	119	119	119	142	142	119	119	119	119

		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
		15	15	15	16	16	16	16	16	16	16	16	16
Plano	Collin	114	114	114	114	114	114	114	114	114	114	114	114
Round Rock	Williamson	96	96	96	96	96	96	96	96	96	96	96	96
San Anaelo	Tom Green	136	136	136	136	136	136	136	136	136	136	136	136
San Antonio	Bexar	120	120	120	120	120	120	120	120	120	120	120	120
South Padre Island	Cameron	89	89	89	89	89	89	89	89	117	117	117	89
Waco	McLennan	93	93	93	93	93	93	93	93	93	93	93	93

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
AGREEMENT FOR
EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES
PURSUANT TO RFP 16-019**

This FIRST AMENDMENT of the AGREEMENT FOR EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES PURSUANT TO RFP 16-019 is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court and Next Level Urgent Care, LLC (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about October 27, 2015, the Parties entered into AGREEMENT FOR EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES PURSUANT TO RFP 16-019 attached hereto as Exhibit "One" and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

I. Amendments

Section One, Services, is amended as follows:

- C. The Parties agree that the Primary Care services to be provided shall include, but are not limited to all of the following:
 - 1. Health promotion, disease prevention, health maintenance, counseling, patient education, diagnosis and treatment of acute and chronic illnesses which may involve collaborating with other health professionals, and utilizing consultation or referral as appropriate.
 - 2. Laboratory Testing and Integration/Coordination such as phlebotomy, specific "quick tests" as determined by the health care providers at the Clinic (such as tests for strep or flu), urinalysis, finger stick glucose, and other testing to be determined.
 - a. Specimens shall be obtained and processed through County's designated network laboratory supplier. County's designated network laboratory supplier shall bill the applicable party for any testing performed by such laboratory supplier.

- b. These labs shown in the attached and incorporated Exhibit E shall be performed or collected by Contractor at the Clinic at no charge to the clinic patients. Contractor shall submit itemized, patient de-identified invoices on a monthly basis in accordance with Section 4E of this Agreement; however payment of such invoices is not calculated as part of Contractor's fee for service.
- 3. Tobacco Cessation Services.
 - A. Services may include hypnotherapy, but only as prescribed by Clinic treating personnel.
 - B. Hypnotherapy services must be approved in advance by the Risk Management Director and be submitted in a patient de-identified manner. Payment for hypnotherapy services shall not exceed \$225.00 per hour and shall be submitted to County for reimbursement in accordance with Section 4E of this Agreement. Payment of such invoices is not calculated as part of Contractor's fee for service.

Section Twenty-Five, Entire Agreement, is amended as follows:

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto is Exhibit A: *RFP 16-019*; Exhibit B: *NEXT LEVEL URGENT CARE, LLC RESPONSE TO RFP 16-019*; Exhibit C: *Supplemental Negotiated Terms*; Exhibit D *County Travel Policy*; and Exhibit E: *County Lab Formulary*; all of which are incorporated by reference as if set forth herein verbatim for all purposes.

Section Twenty-Six, Conflict, is amended as follows:

In the event there is a conflict, the following have priority with regard to the conflict: first: this document titled *Agreement for Health and Wellness Clinical Services Pursuant to RFP 16-019*, second: Exhibit C, *Supplemental Negotiated Terms* third: Exhibit A, *RFP 16-019* fourth: Exhibit D *County Travel Policy*; fifth: Exhibit E: County Lab Formulary; sixth: *Exhibit B, NEXT LEVEL URGENT CARE, LLC RESPONSE TO RFP 16-019*.

- II. The terms of this First Amendment shall be effective upon execution of both Parties.
- III. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this First Amendment shall prevail.

IV. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

County
FORT BEND COUNTY


By: _____
Robert E. Hebert, County Judge

ATTEST:

Date: _____

Laura Richard, County Clerk

Contractor
NEXT LEVEL URGENT CARE, LLC

By: _____


Name: Robert Breeze

Title: CEO

Date: 10/13/2016

ATTEST:

Name

Date: _____

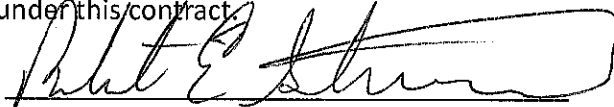
Attachments:

EXHIBIT ONE: AGREEMENT FOR EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES
PURSUANT TO RFP 16-019

EXHIBIT E: COUNTY LAB FORMULARY

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 35,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Next Level Urgent Care
 Sugar Land, TX United States

Certificate Number:
 2016-125896

Date Filed:
 10/19/2016

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 P16-019
 employee healthcare

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Breeze, Juliet	Sugar Land, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

[Signature]
 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Juliet Breeze, this the 19th day of Oct, 2016, to certify which, witness my hand and seal of office.

[Signature] Julie A. Hinz Dir. of Operations.
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

OFFICE USE ONLY

IDENTIFICATION OF BIDDING

Identification Number

0000 123000

Date Filed

04/15/2013

Date of Advertisement

1. Name of the Bidder: [Name of Bidder]

2. Name of the Bidder: [Name of Bidder]

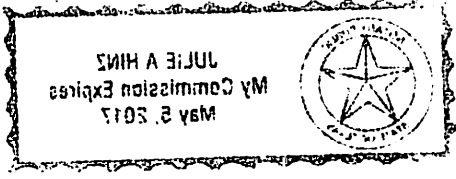
3. Name of the Bidder: [Name of Bidder]

4. Name of the Bidder: [Name of Bidder]

5. Name of the Bidder: [Name of Bidder]

6. I declare the information provided is true and correct to the best of my knowledge and belief. If the information is false or incomplete, I understand that I may be subject to disciplinary action.

Name of Bidder	City, State, County (Place of Business)		Name of Interest
	City	State	
[Name]	[City]	[State]	[Interest]



Signature of Bidder: _____
 Signature of Bidder: _____
 Signature of Bidder: _____