

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO 2024 AGREEMENT FOR
EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES
PURSUANT TO RFP 25-002**

THIS FIRST AMENDMENT ("Amendment") 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 **CONCENTRA HEALTH SERVICES, INC.**, d/b/a Concentra Medical Compliance Administration, (hereinafter "Contractor" and/or "CMCA"), a Nevada Corporation, for the benefit of and on behalf of its subsidiaries, affiliates, and managed professional associations and corporations, a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "Parties" and each individually a "Party").

WHEREAS, on or about December 18, 2024, the Parties executed and accepted that certain Agreement (hereinafter "Agreement") which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, Contractor and County desire to add DOT and non-DOT drug and alcohol services to the Agreement; and

WHEREAS, Contractor is in the business of providing certain healthcare services through its employees and/or its designated affiliates and associations as more fully defined herein, including those services as described on Exhibit "H" (the "Services") attached hereto at a Contractor business location; and

WHEREAS, the Services described on Exhibit "H" will be performed by Contractor through its managed professional entities, including Concentra Health Services, Inc., dba Concentra Medical Compliance Administration ("CMCA"), and invoices related to fees for the Services outlined on Exhibit "H" will be transmitted to County by CMCA; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide additional services by Contractor, to increase the Total Maximum Compensation for completion of such services and to otherwise ratify and confirm all the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Scope of Services.** County shall pay Contractor an additional amount not to exceed Three Hundred Thousand Three Hundred Twenty-Two and no/100 dollars (\$300,322.00) for year 1 and additional amount not to exceed Three Hundred Fifty-Eight Thousand One Hundred Ninety-Five and no/100 dollars (\$358,195.00) for year 2 to provide additional services as described in Exhibit H₂ as attached hereto, and incorporated herein.

2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Nine Hundred Twenty Thousand and 00/100 dollars (\$1,920,000.00) for year 1 and One Million Nine Hundred Eighty Thousand and no/100 dollars (\$1,980,000.00) for year 2, authorized as follows:

	under the Agreement	under this Amendment
Year 1	\$1,619,678.00	\$1,920,000.00
Year 2	\$1,621,805.00	\$1,980,000.00
TOTAL	\$3,241,483.00	\$3,900,00.00

3. **Time of Performance.** Time for performance of the Services under this Agreement remains the same and the term of this Agreement shall be for a period of twenty-four (24) months, commencing January 2, 2025, and ending at the close of business on January 1, 2027, with three (3) additional one-year renewal options on the same terms and conditions at County's sole discretion.
4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Amendment shall prevail with regard to the conflict.

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IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on _____ day of _____, 2025.

FORT BEND COUNTY:

By: _____

Name: KP George

Title: County Judge

Date: _____

ATTEST:

Laura Richard, County Clerk

REVIEWED:

Risk Management Department

CONCENTRA HEALTH SERVICES, INC.:

Signed by:
By: Michael Rhine
440A4FD06D2047C...

Name: Michael Rhine

Title: EVP, Chief Operating Officer – Onsite Health & Telemed

Date: 6/10/2025

**CONCENTRA HEALTH SERVICES, INC., DBA
CONCENTRA MEDICAL COMPLIANCE
ADMINISTRATION:**

DocuSigned by:
By: Raad A. Yaldo
3864C02586F94E8...

Name: Raad A. Yaldo, DO, FACOEM

Title: Sr. Vice President of Medical Operations

Date: 6/10/2025

AUDITOR'S CERTIFICATE

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

Service Period

Robert Ed Sturdivant, County Auditor

Date Certified

AUDITOR’S CERTIFICATE

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

Service Period

Robert Ed Sturdivant, County Auditor

Date Certified

AUDITOR’S CERTIFICATE

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

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Robert Ed Sturdivant, County Auditor

Date Certified

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EXHIBIT H

(Follows Behind)

EXHIBIT H
CMCA SERVICES AND FEES

Services	Fees
Non-Regulated Quest Panel 43382N	\$265.00 per test
Lab and MRO 5 Panel	\$35.00 per test
Quarterly Random Pool	\$250.00 per pool per year
Lab and MRO Regulated Drug Test	\$35.00 per test
Lab and MRO Non-Regulated 5 Panel Test	\$35.00 per test
DOT Split Specimen Request	\$250.00 per test

Current Fort Bend: Staffing Model

Estimated Labor Fees (Staffing)			
	Hourly	Monthly	Annual
Physician - 1 FTE	\$170.32	\$29,522.53	\$354,270
Advanced Practice Clinician (NP/PA) - 1 FTE w/Backfill	\$123.10	\$21,337.62	\$256,051
Advanced Practice Clinician (NP/PA) - 0.5 FTE	\$112.14	\$9,718.41	\$116,621
Medical Assistant - 1 FTE	\$40.58	\$7,033.95	\$84,407
Medical Assistant/Radiological Technician - 2 FTE w/backfill	\$64.74	\$22,441.98	\$269,304
Certified Health Educator/Dietician - 0.5 FTE	\$45.21	\$3,918.07	\$47,017
TOTAL LABOR FEES			\$1,127,671
Estimated Ongoing Fixed Fees			
Hardware Use Fee		Monthly	Annual
Software Fee		\$708.33	\$8,500
Management Fee		\$2,083.33	\$25,000
		\$24,432.50	\$293,190
TOTAL ONGOING FIXED FEES			\$326,690
Estimated Pass-Through Costs			
Internet Network Connectivity		Monthly	Annual
Medical Supplies		As Incurred	As Incurred
Laboratory		\$3,550.00	\$42,600
		\$4,678.32	\$56,140
Phone/Office Supplies/Admin/Travel/Other		\$1,598.15	\$19,178
TOTAL PASS-THROUGH COSTS			\$117,918
TOTAL ESTIMATED YEAR 1 COSTS			\$1,572,278

Updated Proposed Fort Bend: Staffing Model

Estimated Labor Fees (Staffing)			
	Hourly	Monthly	Annual
Physician - 1 FTE	\$170.32	\$29,522.53	\$354,270
Advanced Practice Clinician (NP/PA) - 2 FTE	\$123.10	\$42,675.23	\$512,103
Medical Assistant - 1 FTE	\$40.58	\$7,033.95	\$84,407
Medical Assistant/Radiological Technician - 3 FTE	\$64.74	\$33,662.97	\$403,956
TOTAL LABOR FEES			\$1,354,736
Estimated Ongoing Fixed Fees			
Hardware Use Fee		Monthly	Annual
Software Fee		\$708.33	\$8,500
Management Fee		\$2,083.33	\$25,000
		\$25,654.13	\$307,850
TOTAL ONGOING FIXED FEES			\$341,350
Estimated Pass-Through Costs			
Internet Network Connectivity		Monthly	Annual
Medical Supplies		As Incurred	As Incurred
Laboratory		\$3,550.00	\$42,600.00
		\$4,678.32	\$56,139.80
Phone/Office Supplies/Admin/Travel/Other		\$1,718.79	\$20,625.47
TOTAL PASS-THROUGH COSTS			\$119,365
TOTAL ESTIMATED YEAR 1 COSTS			\$1,815,451

Difference	
	\$0
	\$256,051
	\$0
	\$134,652
\$227,066	
Annual	
	\$0
	\$0
	\$14,660
\$14,660	
Annual	
As Incurred	\$0.00
	\$0.00
	\$1,447.66
\$1,448	
\$243,173	