



AGENDA ITEM  
18 L

June 27, 2011

Ms Cheryl Krejci, Senior Buyer  
Fort Bend Purchasing  
4520 Reading Rd, Suite A  
Rosenberg, TX 77471

Ms Cheryl Krejci,

Please see the enclosed letter of Agreement. Please sign both originals and forward one back to me for our records at the address below.

Please feel free to contact me with any questions.

Thank you,

Jennifer McDonald

Concentra, Inc.  
5080 Spectrum Drive  
Suite 1200, West Tower  
Addison, TX 75001  
972-364-8230

7/14/11 2 originals returned to Cheryl at Purchasing

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

FIRST AMENDMENT TO  
AGREEMENT FOR ON-SITE HEALTH SERVICES

THIS FIRST AMENDMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, by and through the Fort Bend County Commissioners Court, hereinafter referred to as the "County," and CONCENTRA HEALTH SERVICES, INC., hereinafter referred to as "CONCENTRA" authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and CONCENTRA entered an Agreement for On-Site Health Services commencing October 1, 2011, (collectively, the "Agreement") attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim. County and CONCENTRA desire to amend said Agreement as if set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and CONCENTRA is hereby amended as follows:

- A. Section 2.01 in the Agreement is hereby replaced with the following:

The term of this Agreement shall be for a period of twenty-four (24) months, commencing on January 1, 2012, and ending at the close of business on December 31, 2013, 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.

- B. Section 3.01 of the Agreement is hereby replaced with the following:

In consideration of CONCENTRA's provision of the Services pursuant to Section I of this Agreement and Exhibit A & B of this Agreement, County shall pay to CONCENTRA an amount not to exceed \$1,345,062.00 over the twenty-four (24) month term, payable as follows and in accordance with the fee schedule as set forth in Exhibit B. CONCENTRA shall invoice County no more frequently than monthly, and County shall remit payment to CONCENTRA within thirty (30) days of receipt of invoice.

MONTH	TOTAL	MONTH	TOTAL
January 2012	\$134,373	January 2013	\$53,258
February 2012	\$51,963	February 2013	\$53,258
March 2012	\$51,963	March 2013	\$53,258
April 2012	\$51,963	April 2013	\$53,258
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October 2012	\$51,963	October 2013	\$53,258
November 2012	\$51,963	November 2013	\$53,258
December 2012	\$51,963	December 2013	\$53,258
<b>Total Year 1</b>	<b>\$705,966</b>	<b>Total Year 2</b>	<b>\$639,096</b>

C. Section 3.04 of the Agreement is hereby replaced with the following:

Commencing on June 1, 2012, CONCENTRA guarantees that it will meet the performance guarantees described in Exhibit C, incorporated by reference as if set forth herein verbatim for all purposes. CONCENTRA will place up to eleven percent (11%) of the CONCENTRA administration fee at risk as outlined in Exhibit C. While performance will be monitored monthly, liquidated damages, if any, will be the percentage of CONCENTRA's administration fee based on the annual performance results upon a final determination that a performance standard has not been met. Any payment from CONCENTRA will be paid to County, if due, annually by CONCENTRA, or offset at County's option, from payments due in the following month's invoice after liquidated damages have been determined.

D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

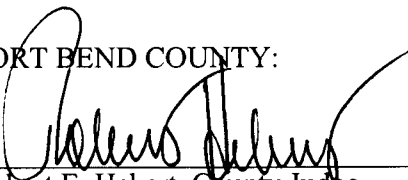
E. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

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EXECUTION

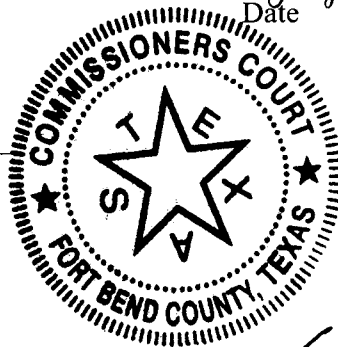
IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

FORT BEND COUNTY:

  
\_\_\_\_\_  
Robert E. Hebert, County Judge

July 12, 2011  
Date

Attest:   
\_\_\_\_\_  
Dianne Wilson, County Clerk

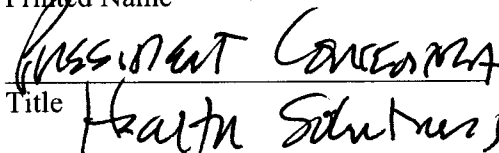


CONCENTRA HEALTH SERVICES, INC.

  
\_\_\_\_\_  
Signature

6/27/2011  
Date

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Title

Attachments:

Exhibit A: Agreement for On-Site Health Services dated November 23, 2010



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 or as 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 CONCENTRA upon termination of this Agreement. Personal property, furniture, and equipment removable without damage to the Clinic structure and paid for by CONCENTRA shall remain the property of CONCENTRA at all times.

- 1.04 CONCENTRA shall have the right to erect graphics or signs within or upon the Clinic, provided that: (a) CONCENTRA shall bear the cost of all graphics or signs placed within the Clinic; and (b) all graphics and signs shall be approved by County's Facilities Management & Planning Department Director and County's Risk Manager.
- 1.05 CONCENTRA 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. CONCENTRA shall maintain the Clinic in a clean, safe and attractive condition. All other responsibilities related to the management of the Clinic, including but not limited to custodial services and utilities, shall be the responsibility of County.
- 1.06 Upon termination of this Agreement for any cause or lapse of term, CONCENTRA shall promptly remove CONCENTRA-owned personal property from the Clinic, and leave the premises in the same condition as on the commencement date of this Agreement, reasonable wear and tear arising from the use of the Clinic excepted.
- 1.07 County shall not be responsible for any loss or damage to any equipment or supplies of CONCENTRA, its agents, employees or subcontractors, unless such loss or damage is proven to have been caused by the negligence of County. CONCENTRA shall immediately report any and all lost items to County.
- 1.08 CONCENTRA shall recruit, interview, hire, train and supervise all medical, technical and support personnel as necessary for the Services as described in and as required under this Agreement. All persons (whether CONCENTRA employees or CONCENTRA 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 CONCENTRA if conducted within the ninety (90) days of hire by CONCENTRA.
- 1.09 Licensure, Certification and Registration of Personnel. All personnel provided or made available by CONCENTRA to provide services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Texas law.
- 1.10 County's Satisfaction with CONCENTRA Personnel. In the event County becomes dissatisfied with any health care personnel provided by CONCENTRA hereunder, or by any independent contractor, subcontractor or assignee of CONCENTRA, CONCENTRA shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons for dissatisfaction, exercise its best efforts to resolve the dissatisfaction. In the event the remedy proposed by CONCENTRA is not satisfactory to County, CONCENTRA shall remove for cause any employee, independent contractor, subcontractor, or assignee from the Clinic. In the event any CONCENTRA employee is determined to be acting with deliberate indifference or acting

in any way that compromises the security of the Clinic, said employee of CONCENTRA shall be immediately removed from the Clinic and shall no longer be allowed at the Clinic.

- 1.11 Discrimination. During the performance of this Agreement, CONCENTRA and County, its employees, agents, subcontractors, and assignees agree as follows:
- A. None will discriminate against any applicant, candidate or employee on the basis of race, religion, color, age, disability, gender or national origin, except where such factors are a bona fide occupational qualification reasonably necessary to the normal operation of the Clinic. CONCENTRA and County shall post in conspicuous places, available to all employees and applicants, notices setting forth the provisions of this nondiscrimination clause.
  - B. In all solicitations and/or advertisements for employees or contractors of CONCENTRA for services at the Clinic, all will state that CONCENTRA and County are an equal opportunity employer.
  - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirements of this section.
- 1.12 Compliance with Laws and Regulations. This Agreement is subject to all applicable laws, rules and regulations of the State of Texas and the federal government. CONCENTRA shall, during the course of performance under this Agreement, comply with all state and federal laws, rules and regulations, now in force or hereafter enacted, including the Americans with Disabilities Act.

## SECTION II TERM & TERMINATION

- 2.01 The term of this Agreement shall be for a period of twenty-four (24) months, commencing on October 1, 2011, and ending at the close of business on September 30, 2013, 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.
- 2.02 Notwithstanding anything contained in this Agreement to the contrary, 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 CONCENTRA with sixty (60) days advanced written notice of such non-appropriation termination. County shall compensate CONCENTRA, in accordance with the fee schedule as provided in Exhibit B, for Services provided proper to the date of termination specified in the notice. CONCENTRA shall not be entitled to lost or anticipated profits should County choose to exercise its option to terminate for non-appropriation of funds.
- 2.03 Notwithstanding anything contained in this Agreement to the contrary, after the initial twelve (12) months of the term of this Agreement, either party may terminate this Agreement at any time, without cause, by providing one-hundred twenty (120) days advance written notice to the other party.
- 2.04 Notwithstanding anything contained in this Agreement to the contrary, either party may terminate this agreement immediately upon written notice to the other party in the event of such other party's breach of a material provision of this Agreement which remains uncorrected for a period of thirty (30) days following receipt of written notice specifying the complained of breach.
- 2.05 Section IV, VII, XI and XII of this Agreement shall continue and survive any termination of this Agreement.

SECTION III  
COMPENSATION

- 3.01 In consideration of CONCENTRA's provision of the Services pursuant to Section I of this Agreement and Exhibit A & B of this Agreement, County shall pay to CONCENTRA an amount not to exceed \$1,345,062.00 over the twenty-four (24) month term, payable as follows and in accordance with the fee schedule as set forth in Exhibit B. CONCENTRA shall invoice County no more frequently than monthly, and County shall remit payment to CONCENTRA within thirty (30) days of receipt of invoice.

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<b>Total Year 1</b>	<b>\$705,966</b>	<b>Total Year 2</b>	<b>\$639,096</b>

- 3.02 CONCENTRA shall develop procedures whereby all supplies utilized at the Clinic are tracked and inventoried. CONCENTRA shall include in monthly invoices the costs for supplies necessary for operation of the Clinic to be reimbursed by the County.
- 3.03 CONCENTRA shall obtain prior written approval of County for repairs and/or maintenance of any equipment at the Clinic that exceeds \$1,000.
- 3.04 Commencing on April 1, 2011, CONCENTRA guarantees that it will meet the performance guarantees described in Exhibit C, incorporated by reference as if set forth herein verbatim for all purposes. CONCENTRA will place up to eleven percent (11%) of the CONCENTRA administration fee at risk as outlined in Exhibit C. While performance will be monitored monthly, liquidated damages, if any, will be the percentage of CONCENTRA's administration fee based on the annual performance results upon a final determination that a performance standard has not been met. Any payment from CONCENTRA will be paid to County, if due, annually by CONCENTRA, or offset at County's option, from payments due in the following month's invoice after liquidated damages have been determined.

SECTION IV  
REPORTS AND RECORDS

- 4.01 Electronic Medical Record. Included in CONCENTRA's compensation as stated in Section III, CONCENTRA shall maintain complete and accurate electronic medical records (hereinafter "EMR") for each employee, dependent or retiree who receives health services at the Clinic. For purposes of this Agreement, an EMR is a real-time transaction processing database of medical information.

- 4.02 All medical records and data shall be the property of each individual patient and CONCENTRA shall be the custodian of the records and data during the term of this Agreement. Upon termination of this Agreement, CONCENTRA 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, CONCENTRA shall provide patient a copy of patient's medical record. CONCENTRA shall retain all patient records as required under state and federal law. At no time shall the County be the custodian of any medical records and/or data of any patient.
- 4.03 HIPAA Compliance. CONCENTRA acknowledges that the services provided under this Agreement are subject to state and federal laws, rules and regulations relating to, among other subjects, the confidentiality or security of patient information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations hereunder as may be amended from time to time. CONCENTRA 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 CONCENTRA and County's Third Party Administrator is covered and governed by a Business Records Associate Agreement.
- 4.04 Confidentiality. With respect to other records or information shared between CONCENTRA, County and County's Third Party Administrator that is not personal health information under HIPAA but in regard to which confidentiality issues may arise, any information provided to or received by CONCENTRA regarding County's health benefits program shall, subject to the requirements of the Texas Public Information Act, be held in the highest confidence and not disclosed to any third party without express written permission of the County's Director of Risk Management. Additionally, any proprietary information provided by CONCENTRA to County shall not be disclosed by County to any third party without the express written consent of CONCENTRA, subject to the requirements of the Texas Public Information Act. Each party agrees to treat such information with the same standard of care that it uses with respect to its own proprietary information to prevent the information's disclosure but in no event less than reasonable care. CONCENTRA understands that County is required to comply with the Texas Public Information Act when responding to records requests. In the event County receives a request for information which CONCENTRA has expressly marked or identified as confidential, trade secret, or another type of proprietary and confidential commercial or financial information under law, County will notify CONCENTRA of its receipt of the request and will seek a decision from the Texas Attorney General identifying the exception or exceptions to disclosure believed to apply to the request. The parties acknowledge that the Texas Public Information Act requires a brief to be submitted to the Texas Attorney General explaining why the claimed exceptions apply to the information at issue. County shall not be obligated to submit the brief supporting those claimed exceptions; instead, CONCENTRA shall be solely responsible for submitting the brief and the documents at issue to the Attorney General. County shall only be responsible for providing such additional supporting information as the Attorney General may require, if such information is in the sole possession of County. In the event the Texas Attorney General renders a decision indicating that all or a portion of the requested information must be disclosed, County shall be permitted to disclose the information unless CONCENTRA successfully challenges the Attorney General's decision in accordance with the requirements of the Texas Public Information Act. Nothing in this Agreement shall require County to institute or participate in any litigation

relating to a Texas Public Information Act request for information that CONCENTRA considers confidential.

- 4.05 At no cost to County, CONCENTRA shall provide all functionality necessary to operate an EMR at the Clinic, including all software, hardware and technology. County shall provide connectivity for CONCENTRA's software at no cost to CONCENTRA.
- 4.06 County may review any and all of the Services performed by CONCENTRA pursuant to this Agreement, along with the use and occupancy of the Clinic authorized under this Agreement. County is granted the right, with prior notice, during regular business hours and to the extent permissible under applicable law, to audit, at County's election and sole expense, all of CONCENTRA's records and billings relating to the performance under this Agreement. CONCENTRA agrees to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by an audit under this section.

#### SECTION V REPRESENTATIONS AND WARRANTIES

Notwithstanding any other provisions of this Agreement, CONCENTRA acknowledges that use and operation of the Clinic in a County owned or leased facility is on an "as-is" basis and hereby waives all warranties, express or implied, including with limitation, warranties of commercial habitability and fitness for a particular purpose; provided however, County shall be responsible for maintenance of the foundation, roof, exterior walls, main plumbing, and central heating and cooling for the Clinic. It is further understood and agreed that upon occupancy of finished space accepted by CONCENTRA, the space provided in a County owned or leased facility is deemed suitable by CONCENTRA for the uses contemplated to be made of the space, provided that CONCENTRA is able to obtain all necessary permits in connection with its actual use of the space, said permits being solely CONCENTRA's responsibility.

#### SECTION VI LIABILITY AND RISK MANAGEMENT

- 6.01 Insurance. CONCENTRA shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 6.02 CONCENTRA shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of CONCENTRA, name of insurance company, policy number, and term of coverage and limits of coverage. CONCENTRA shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. CONCENTRA shall obtain such insurance from such companies having Bests rating of A- 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:
- A. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

- B. 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.
  - C. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than aggregate \$1,000,000 combined single limit. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
  - D. Professional Liability insurance with limits not less than \$3,000,000 per medical incident.
  - E. 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.
  - F. Umbrella liability insurance naming CONCENTRA as the named insured and County as additional insured, in an amount not less than \$5,000,000 per occurrence and in the aggregate.
- 6.03 Commercial General: Automobile and Umbrella Liability insurance policies shall name Fort Bend County as an additional insured. Furthermore, the Workers' Compensation and Commercial General and Automobile Liability Insurance carriers shall grant a waiver of subrogation in Fort Bend County's favor.
- 6.04 If required coverage is written on a claims-made basis, CONCENTRA warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the work under this Agreement is completed.
- 6.05 CONCENTRA shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
- 6.06 Approval of the insurance by County shall not relieve or decrease the liability of CONCENTRA.
- 6.07 Lawsuits Against County. In the event any lawsuit is filed against either the County, its elected officials, employees and/or agents based on or containing allegations concerning medical care or on the performance of CONCENTRA's employees, agents, contractors, subcontractors or assignees, the parties agree that CONCENTRA, its employees, agents, contractors, subcontractors, assignees or independent contractors, as the case may be, may be joined as defendants in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.
- 6.08 Hold Harmless and Indemnification. CONCENTRA 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 CONCENTRA, its employees or agents, it being the express understanding of the parties hereto that CONCENTRA

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. The County shall immediately notify CONCENTRA if any incident, claim or lawsuit of which County becomes aware and shall fully cooperate in the defense of such claim; however, CONCENTRA shall retain sole control of the defense while the action is pending.

#### SECTION VII NATURE OF RELATIONSHIP

The relationship of the parties under this Agreement is that CONCENTRA is an independent contractor. To the extent CONCENTRA performs Services under this Agreement, it shall do so solely in the capacity of an independent contractor in its relationship with County. CONCENTRA 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 CONCENTRA during the term of this Agreement shall be construed as making CONCENTRA the agent, servant or employee of County, or making CONCENTRA 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 CONCENTRA in performing under the terms of this Agreement shall be construed as creating a partnership, joint venture, or joint enterprise, or making CONCENTRA the agent, servant, employee, partner or joint venturer of County.

#### SECTION VIII PERFORMANCE STANDARDS

In the performance of its duties and obligations pursuant to this Agreement, CONCENTRA will act in accordance with the highest standards and practices of care, skill, and diligence observed by similar firms under similar circumstances at the time CONCENTRA's services are rendered hereunder.

#### IX. NOTICE

- 9.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or CONCENTRA at the addresses set forth below.
- 9.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 9.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to CONCENTRA:

Concentra Health Services, Inc.  
5080 Spectrum Drive, Suite 1200 - West Tower  
Addison, Texas 75001  
Attention: General Counsel

B. If to County:

Wyatt Scott, Director  
Fort Bend County Risk Management Department  
4520 Reading Road, Suite A  
Rosenberg, Texas 77471

Fort Bend County Purchasing Department  
Gilbert D. Jalomo, Jr., CPPB  
4520 Reading Road, Suite A  
Rosenberg, Texas 77471

9.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION X  
PUBLIC CONTACT

Under no circumstances, whatsoever, shall CONCENTRA release any material or information developed or received in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XI  
INDEMNIFICATION

CONCENTRA shall defend, indemnify and hold harmless County, its officers, officials, agents and employees harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONCENTRA's breach of any of the terms or provisions of this Agreement, or by any negligent or strictly liable act or omission of CONCENTRA, its officers, agents, or employees, in the performance of this Agreement; except that the indemnity provided for in this section shall not apply to any liability resulting from the negligence or fault of County, its officers, agents, or employees or separate contractors; provided, however, that in the event of joint and concurring negligence or fault of CONCENTRA and County, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any defenses of the parties under Texas law. The provisions of this section are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION XII  
MISCELLANEOUS

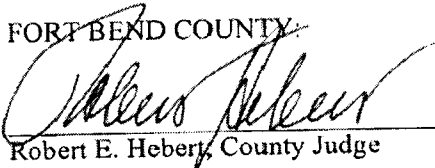
- 12.01 Assignments and Subcontracting. Except as provided in Section 1.08, CONCENTRA shall not assign this Agreement or any of its rights or obligations under this Agreement to any other entity without the express written consent of County.
- 12.02 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Texas.
- 12.03 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
- 12.04 Other Contracts and Third Party Beneficiaries. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and that it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of any non-party who might otherwise claim to be deemed to constitute third party beneficiaries hereof.
- 12.05 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect.
- 12.06 Force Majeure. Neither party shall be held responsible for any delay or failure in performance, other than payment obligations, to the extent that such delay or failure is caused by fire, riot, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond the party's control.
- 12.07 Effect of this Agreement. This Agreement, including all attachments and exhibits, constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersede all previous written or oral agreements and representations, if any. This Agreement may only be modified in a writing that expressly references this Agreement and is executed by both parties hereto.
- 12.08 Survival. The provisions of this Agreement pertaining to obligations to pay for services rendered pursuant to this Agreement, including CONCENTRA's obligation to refund and/or credit County, shall survive termination of this Agreement.
- 12.09 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 – Health & Wellness Center – Program Description, Exhibit B: Health & Wellness Center Program Costs, Exhibit C: Performance Guarantee's and Exhibit D: County's Travel Policy all of which are incorporate by reference as if set forth herein verbatim for all purposes.

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SECTION XIII  
EXECUTION


IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

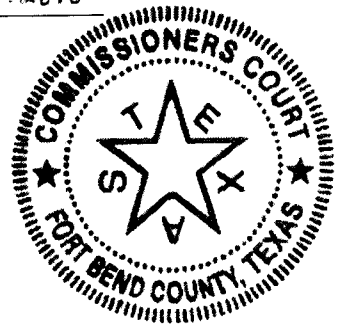
FORT BEND COUNTY

  
Robert E. Hebert, County Judge


11-23-2010  
Date

Attest:

  
Dianne Wilson, County Clerk



CONCENTRA HEALTH SERVICES, INC



\_\_\_\_\_  
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,345,062.00 to pay the obligation of Fort Bend County under this Agreement.

  
Ed Sturdivant, County Auditor

Attachments:

- Exhibit A: Health & Wellness Center – Program Description
- Exhibit B: Health & Wellness Center Program – Costs
- Exhibit C: Performance Guarantee's
- Exhibit D: County's Travel Policy

Exhibit A  
Health & Wellness Center – Program Description

**I. Staffing**

Concentra agrees to provide one 20 hours per week or 0.5 full time equivalent (FTE) physician, one 1.0 FTE mid-level clinician (such as Nurse Practitioner or Physician Assistant), and one 1.0 FTE combined Registered Nurse Health Specialist/Health Coach duly licensed and qualified to practice medicine in the State of Texas and two 1.0 FTE Medical Assistants/receptionists (one of which must be bilingual in English/Spanish). Both Parties further agree that physician hours or medical assistant staffing may be expanded upon consent of both parties.

**II. Eligible Users of the Center**

- All Fort Bend County Employee Benefit Plan Participants, 5 years of age or older, hereinafter referred to as "Eligible Users."

**III. Costs to Patients for Services Rendered at the Center**

- Eligible Users: no cost for Clinical Services as described in Section V., including clinical formulary pharmaceuticals.

**IV. Operating Hours and Utilization**

- Concentra agrees to staff and operate the Fort Bend County Employee Health Clinic at 40 hours per week. The initial hours of operation and staffing schedules will be determined by Concentra and Fort Bend County. Clinic utilization shall be monitored monthly by both Concentra and Fort Bend County to determine the necessary staffing and operating hours. Hours of operations may be modified periodically based on patient needs with approval by Fort Bend County.
- This staffing model will support clinical services for adults and children (age 5 and older) for an average daily census of 16-18 patient encounters per 8 hour midlevel-staffed clinic day. If exceeded, additional support staff will be recommended to support patient encounters. Increased physician hours may also be recommended to address increased patient volume, acuity, complexity or younger children. Staffing levels and operating hours will only be modified upon approval of Fort Bend County.

**V. Scope of Clinical Services**

Concentra Services to be provided at the Fort Bend County Employee Health Clinic:

- a. Episodic Acute Care and Extended Episodic Care
- b. Wellness Services
- c. Laboratory and Biometric Screenings, including collection
- d. Preventive Care Support
- e. Health Education
- f. Disease Management
- g. Employee Assistance Program Integration and Coordination
- h. Behavioral Health Integration and Coordination
- i. Referral Services
- j. Allergy Injections
- k. Emergency Response Support
- l. Occupational Health Services/Initial Treatment of Work Related Injuries

m. Maternity Management

(a). *Episodic Acute Care or Extended Episodic Care* Users whose illnesses or injuries are minor and are expected to resolve within five visits to the on-site provider. Examination will include that necessary to provide appropriate triage when condition exceeds the clinical capabilities of the provider. Patients will be referred for follow up care as indicated.

- (1) Musculoskeletal complaints (including but not limited to back pain, sprains, and strains). Examination will include that necessary to provide appropriate triage when condition exceeds the clinical capabilities of the provider. Patient will be assessed for acute musculoskeletal problems and referred to follow up care as appropriate.
- (2) Upper respiratory infections (including but not limited to sore throat, sinus infections, colds, and flu). Examination will include CLIA-waived and lab testing such as strep tests, monospot, cultures, and flu screens as appropriate.
- (3) Earaches.
- (4) Headaches.
- (5) Minor gastrointestinal complaints. Examination will include that necessary to provide appropriate evaluation and triage, and may include rectal examination, testing for occult blood, bimanual and pelvic exam including cervical cultures. Patient will be assessed for acute problems and referred to follow up care as appropriate.
- (6) Acute asthma complaints. Evaluation and office-based care may include nebulizer treatments, peak flow measures, and medical treatment as needed. Examination will include that necessary to provide appropriate triage when condition exceeds the clinical capabilities of the provider. Patients with chronic symptoms will be referred for follow up care as indicated.
- (7) Allergy evaluation and treatment of seasonal, flare ups and contact/exposure reactions will be provided. Chronic conditions will be referred for follow up.
- (8) Minor wound care (including but not limited to tetanus vaccine). Evaluation and treatment of minor wounds may include cleaning, dressing, splinter removal, subungual hematoma, suture placement for minor laceration repair and suture removal. More serious/severe wounds such as facial wounds or deep lacerations will be referred for surgical evaluation and care as appropriate.
- (9) Skin complaints (including but not limited to rashes, itching, minor burns, minor sunburn and wart removal). Evaluation and treatment of skin issues include removal of skin tags, benign keratosis, fungal infections, I & D culture, etc.
- (10) Stress-related illness or complaints.
- (11) Routine Immunizations. Vaccines will be stocked or ordered as needed to cost-effectively manage inventory and reduce risk of expired unused formulations. Routine

immunizations may include the following as recommended by the Advisory Committee on Immunization Practices (ACIP):

- Seasonal influenza
- Tetanus, Diphtheria/Tetanus, Diphtheria, Pertussis (Td/Tdap)
- Human Papillomavirus
- Hepatitis A/B
- Varicella or Zoster
- Measles, Mumps & Rubella (MMR)
- Pneumococcal

- (12) Minor complaints of pain
- (13) Minor infections (including but not limited to urinary tract infections and conjunctivitis). Evaluation and treatment of minor infections may include assessment of urinary tract infection (UTI) symptoms and evaluation for sexually transmitted infections (STI) as clinically indicated.
- (14) Monitor chronic health conditions (such as blood pressure, blood glucose, Hgb A1C, and peak flow), and provide medical treatment for acute presentation of chronic illness as appropriate in collaboration with the primary or specialty care provider. Evaluation will include appropriate triage or clinical referral when condition exceeds the clinical capabilities of the provider. Patients with advanced chronic conditions will be referred for follow up specialty care as indicated. Clinical services such as periodic blood work, education support or medication monitoring may be provided by the worksite clinic for persons with chronic conditions in collaboration with their treating provider.

Note: Beyond the Episodic Acute Care or Extended Episodic Care services outlined above, Concentra shall not treat certain conditions or provide certain services, including, but not limited to:

- a. Prenatal care (other than referral to appropriate maternity management program and reinforcement of prescribed OB/GYN care).
- b. Complicated Depression or other psychiatric illness. Concentra shall refer Eligible Users to Employee Assistance Program (EAP) services or Behavioral Health care services as appropriate.
- c. After Hours Call. Concentra shall not routinely be available for health care treatment or questions outside the specified office hours and shall refer the individual to their primary care provider (PCP) or emergency/urgent care centers for after hours needs as appropriate.
- d. Hospital care

(b). *Wellness Services.* Wellness Service Integration/Coordination shall be provided to Eligible Users to educate and promote awareness around wellness topics to reduce the risk of lifestyle related behaviors that may lead to the deterioration of health status.

- (1) Concentra shall support Fort Bend County's creation of wellness programs by facilitating referral or educating Eligible Users to Fort Bend County wellness services. Fort Bend County and Concentra shall mutually determine the individual wellness services that shall be supported by Concentra. Concentra shall also counsel Eligible Users in a manner

consistent with Fort Bend County's corporate or third party wellness programs and promote the usage of health risk appraisals and online wellness tools. All distributed wellness information shall be Fort Bend County's corporate or third party material or Concentra's own materials approved in advance by Fort Bend County.

- (2) The health risk assessment (HRA) by Wellsource will be offered to Eligible Users. This tool is available in paper or online versions; it is composed of questions covering all major wellness areas, lifestyle factors, personal health history, functional health status, and quality of life. The data from this HRA assists in the development of targeted year plans, health improvement programs, health enhancement, and promotion of prevention services. If personal biometric health data are collected Concentra will add participants' screening data to their online HRA data; the Wellsource® Personal Wellness Profile™ (PWP) will be available for download to the Eligible User. If HRA or biometric health data are not collected by Concentra, other health risk data as available from client wellness partners will also be used to inform population health promotion activities.
- (3) Lifestyle Management – Concentra will provide Health Coaching for Fort Bend County Eligible Users in varying levels of intensity depending on the risk categories (“Low”, “Medium”, and “High”) identified from individual health risk screening results or if provided by other partner vendors, if any. Health coaching services may be available telephonically or face-to-face.
- (4) Eligible Users will have access to the TotalCare Health Portal powered by Wellsource. This web-based tool provides information, tracking, and targeted lifestyle support on selected topics. Eligible Users will have access to their HRA/biometric information and can access educational material and guidance.

(c). *Laboratory and Biometric Screenings Integration/Coordination.* Laboratory and Biometric Testing and Integration/Coordination shall be provided to Eligible Participants.

- (1) Laboratory Testing and Integration/Coordination includes phlebotomy, specific “quick tests” as determined by the health care providers at the Facility (such as tests for strep or flu), urinalysis, finger stick glucose, and other testing to be determined. Specimens shall be obtained and processed through Fort Bend County's designated network laboratory supplier. Fort Bend County's designated network laboratory supplier shall bill the applicable party for any testing performed by such laboratory supplier. Testing shall only be performed upon order of the on-site provider or in collaboration with the treating provider. If Fort Bend County performs a health fair or other health screening offering to its employees, then Fort Bend County shall use its designated laboratory supplier. Training and clarification of testing and processing of specimens will be provided by Fort Bend County's preferred lab partner. CLIA-waived tests for convenient care will be provided at the Facility clinics.
- (2) Biometric Screenings and Integration/Coordination includes providing Fort Bend County with the biometric specimen collections by the Employee Health Clinic staff as requested by Fort Bend County, and counseling Eligible Users on their results. Concentra shall only be required to counsel Eligible Users where the Eligible Users have laboratory services performed at the request of the Concentra provider. Clinical staff can assist in risk reduction counseling, screening and monitoring of cardio-metabolic disease risks.

(d). *Preventive Care Support.* Preventive Care Support shall be provided to Eligible Users.

- (1) Concentra shall assist Fort Bend County in scheduling health screening events to correlate with all Fort Bend County wellness promotions.
- (2) Concentra shall offer age-appropriate periodic health examinations that incorporate preventive/screening recommendations to Eligible Users. Current United States Preventive Services Task Force (USPSTF) recommendations will be reviewed and provided to patients when appropriate. These services are guided by the e-PSS tool (online at AHRQ at: <http://epss.ahrq.gov/ePSS/search.jsp>) and may require a follow up visit such as provision of adult immunizations, tobacco cessation medication evaluation, or screening and counseling for specific health risks such as for cancer, HIV, STI or substance use.

(c). *Health Education.* Health Education shall be provided to Eligible Users.

- (1) Concentra shall incorporate health education around lifestyle practices and chronic disease management into the visits and make referrals to other services as necessary. The Fort Bend County Employee Health Clinic clinicians will reinforce recommended lifestyle changes and provide relevant and timely health education as appropriate.
- (2) Concentra shall schedule specific individual and group visits around health education as appropriate for Eligible Users. Periodic health seminars or health promotion activities such as health education sessions, courses and campaigns may be offered on periodic basis or as need dictates. Personal health coaching and risk factor monitoring will be provided in both one-on-one and group sessions.
- (3). *Maternity Management.* Maternity Management services shall be provided to Eligible Users to educate and promote awareness around pregnancy and maternity topics intended to prevent or minimize the complications of pregnancy or maternity. Typical health education regarding use of folic acid supplementation for women of childbearing age, and counseling regarding risk of substance use and pregnancy will be offered. Otherwise, no prenatal or maternity care is provided apart from pre-conception education, contraceptive services, pregnancy testing and referral to maternity/prenatal care resources. Training and clarification of resources and programs will be provided by Fort Bend County staff. No prenatal/OB care will be offered at the Employee Health Clinic; patients will be referred to their obstetrician or maternity care providers.

(f). *Disease Management Integration and Coordination.*

Disease Management Integration/Coordination services shall be provided to Eligible Users in collaboration with Fort Bend County's group health carrier and broker; disease management support shall be focused on those healthcare services intended to prevent or minimize the complications of chronic diseases.

- (1) Concentra shall assist Fort Bend County's disease management goals by identifying Eligible Users with chronic diseases, and/or referring them to appropriate resources, as well as encouraging them to utilize the applicable online decision support, education and wellness tools available through Fort Bend County's third party vendor if available.

- (2) Concentra shall work with the Eligible Participant in scheduling testing as recommended by evidenced based protocols for their disease state (such as Hgb A1c, blood pressure, glucose and cholesterol monitoring) in coordination with their primary care or specialist provider.
- (3) The Health Clinic RN/Health Specialist serves as a partner with the worksite medical provider and/or the patient's PCP or specialist to reinforce, support, advocate, and educate persons with chronic conditions in accordance with the medical provider's treatment recommendations. The role of our RN/health specialist is not only to provide guidance related to recommended therapeutic lifestyle support to those at risk or with disease but also to facilitate effective adherence to chronic disease treatment, reinforce compliance to prescribed therapy and evidence-based practice guidelines, and collaboratively support to treating subspecialist and PCP. Patients/Users are identified through population-based screening, direct clinical care through the worksite clinic and from the network of community providers. Aggregate analysis of diagnosis and risk factors are reviewed for population health awareness campaigns and compliance with follow up and feedback mechanisms are monitored.

(g). *Employee Assistance Program Integration and Coordination.* Employee Assistance Program Integration and Coordination shall be provided to Eligible Users to educate and promote awareness of EAP issues that may adversely impact health status and emotional well-being and to help manage work and life issues in a proactive fashion.

- (1) Concentra shall support Fort Bend County's Employee Assistance Program ("EAP") by referring and directing Eligible Users into Fort Bend County's EAP. Concentra shall also counsel Eligible Users in a manner consistent with Fort Bend County's EAP Provider and promote the usage of Fort Bend County's EAP Providers' online tools. All distributed information shall be either Fort Bend County's EAP Providers' material or other materials approved in advance by Fort Bend County.

(h). *Behavioral Health Integration and Coordination.* Behavioral Health Integration and Coordination shall be provided to Eligible Users to educate and promote awareness of behavioral health and substance use issues that may lead to the deterioration of health status and to help manage work and life issues in a proactive fashion. Persons requiring further evaluation or treatment for depression or other mental health issues will be referred to an appropriate behavioral health provider.

- (1) Concentra shall support Fort Bend County's behavioral health programs by referring and directing Eligible Users into Fort Bend County's behavioral health programs. Concentra shall also counsel Eligible Users in a manner consistent with Fort Bend County's behavioral health programs.

(i). *Referral Services.*

- (1) Referral Services shall be provided to Eligible Users and includes making referrals to physical therapy, network providers, and other services as appropriate and considering eligibility for such programs.

- (2) Concentra will establish relationships for referral with local community emergency care facilities, local hospital groups, primary care clinicians and other specialty care providers as needed to deliver quality care as clinically appropriate.

(j). *Allergy Injections.* Allergy Injections shall be provided to Eligible Users and shall be administered according to orders supplied by the Eligible Participant's treating health care provider. Concentra shall not administer the first dose from a series, and the injections shall be administered only when a licensed clinical provider is on-site at the Facility. Patients presenting with a prescription and professionally sealed allergens for injection immunotherapy must provide the treating physician's name and contact information. Concentra staff may provide regular injections only for persons on maintenance immunotherapy who have not had a history of adverse reactions. Consultation with the treating allergist/pulmonologist is required. Prescription must state that patient is on maintenance therapy and stable; prescriptions over 6 months must be renewed. In the event of an adverse event, the severe allergic reaction protocol will be deployed; this can include administration of epinephrine, oxygen or other life support, and contacting the the local 9-1-1 Emergency Dispatch – for the EMS system.

(k). *Emergency Response Support.* Emergency Response Support shall be provided to Eligible Users and other individuals at the Fort Bend County's premises, whether or not they are Eligible Users, and shall be coordinated with Fort Bend County's security, first responder and local emergency response teams. Emergency care and/or triage shall be provided whether the etiology is primary care in nature or not. This includes, but is not limited to, responding to site emergencies and training activities. Patients presenting with symptoms of shortness of breath, chest pain, syncope or major trauma will be assessed, and EMS notified as appropriate. Supportive care may include provision of oxygen, AED with rhythm strip, epinephrine, etc.

(l). *Occupational Health Services/Treatment of work related Injuries.* Concentra shall provide the delivery of minor onsite health care services related to occupational injuries or illnesses. The clinical scope shall be defined and agreed upon by Concentra and Fort Bend County in the first clinic operating year with subsequent implementation at the Facility clinics.

(m). *Maternity Management.* Maternity Management services shall be provided to Eligible Users to educate and promote awareness around pregnancy and maternity topics intended to prevent or minimize the complications of pregnancy or maternity. Typical health education regarding use of folic acid supplementation for women of childbearing age, and counseling regarding risk of substance use and pregnancy will be offered. Otherwise, no prenatal or maternity care is provided apart from pre-conception education, contraceptive services, pregnancy testing and referral to maternity/prenatal care resources. Training and clarification of resources and programs will be provided by Fort Bend County staff. No prenatal/OB care will be offered at the Employee Health Clinic; patients will be referred to their obstetrician or maternity care provider.

VI. Administration of Clinic:

- Health information will be collected and stored in a secure and professional manner. Concentra will use an electronic medical record system to document and manage health data.
- Appointment scheduling will be managed by the Facility medical assistants/receptionists from the main Facility phone number; online scheduling may also be utilized for self-scheduled appointments.
- Promotion/Marketing of services will be coordinated with Fort Bend County Risk Management representatives and other vendor partners as appropriate.
- Ordering of supplies will be managed by Concentra operations and Fort Bend County will be invoiced on a monthly basis

- Security and routine maintenance will be monitored by Concentra operations; Fort Bend County will be billed for new or unusual expenses exceeding \$1000/month.
- Concentra shall provide statistical summary information to Fort Bend County to be utilized in the development of a wellness program and to determine future Services to be provided at the Employee Health Clinic.

VII. Employee Health Clinic's Administration of Pharmaceuticals

- A set of medication including oral, topical and injectable formulations will be administered to patients as appropriate in the course of providing clinical care; the patient will not be charged for medications administered at the Employee Health Clinic.
- As Concentra is not able to dispense pharmaceuticals from the Employee Health Clinic in accordance with Texas law, clinical staff will preferentially prescribe medications from a selected cost effective formulary primarily populated with generic medications or order from cost effective pharmacies.
- The cost for pharmaceuticals prescribed by the Fort Bend County Employee Health Clinic shall be administered through the Fort Bend County Group Health Plan. This includes refills for medications taken for chronic conditions or those procured from the pharmacy benefit management vendor or local pharmacies.

Exhibit B  
Health & Wellness Center Program – Costs

**Schedule II**

**I. Services: Compensation**

**Fixed Fee Compensation: Fort Bend County**

	<b><u>Total</u></b>	<b><u>Monthly</u></b>
Physician Supervision (.20 FTE 20 hours week)	\$151,703	\$12,641.92
Nurse Practitioner (1 FTE 40 hours week)	\$156,729	\$13,060.75
Medical Assistant (2 FTE 40 hours week each)	\$101,544	\$8,462.00
Registered Nurse/Health Specialist (1 FTE 40 hours week)	<b><u>\$108,377</u></b>	<b><u>\$9,031.42</u></b>
<b>Total</b>	<b>\$518,353</b>	<b>\$43,196.09</b>

**Start Up Costs/Fees Estimates:**

Start up costs- \$25,200 Information Systems software implementation.  
Start up costs-\$5,750 Information System equipment.  
Start up costs-\$10,000 Implementation, recruitment, medical & IT training.  
Start up costs- \$31,017 Medical equipment.  
Start up costs-\$10,433 Supplies

**Other Services/Variable Costs:**

Health Risk Assessments-\$15.00 Hard Copy HRA each employee per year

Wellness Portal-\$20.00 each employee per year

Re-occurring consumable supplies/medical disposables-estimated \$18,000 per year

12 Month Wellness Collateral Production Kits-\$200 per year

Additional Staffing Wellness/Bio-metric Screening Events \$50.00 per hour per staff member

Production/distribution of requested new materials development-\$90 per hour

Data Management/Integration-\$6,000 annual fee IT licenses and \$1,000 fee for software and hardware management

**Other Terms and Conditions:**

Provider(s) Worksite hours will be mutually agreed by both parties. Initially the clinic hours will be as follows:

Tuesday, Wednesday, Thursday: 10 AM-6 PM  
Monday, Friday 7 AM-3 PM

Holiday coverage not included in pricing. Concentra observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day and Floating.

Overtime hours, per the state labor statutes, will be billed at 1.5 times the fixed hourly rate.

Costs for re-occurring items purchased through Concentra's vendor relationships necessary to support the operation of the Worksite medical programs, including but not limited to medical supplies, office supplies, medical equipment, medications, vaccinations, laboratory testing, and equipment maintenance, will be passed through without administrative fee. Designated personnel will have the opportunity to review and approve these items prior to purchase or order.

Mutually approved travel and mileage (at the County's existing rate) expenses incurred in the performance of required services will be billed back at actual cost without additional markup or management fee.

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, (annual 2007 average of 5.7%). The contract renewal increase will be a minimum of 3% not to exceed 6% of the previous year's fees for any contract year. All other pricing and discounts will remain the same.

**Exhibit C  
Performance Guarantee's**

RFP 10-076



**Key Performance Indicators/Objectives**

Product Line	Metric	Service Level	Mechanism of Measurement	Weight as % of Total
On-Site Clinics	Operational PPT	Implementation of all services made available to include all of required staffing and equipment.	Self-Inspection/Random Checks	10%
	Quality of Care	100% of all services provided to meet or exceed the required quality of care.	Self-Inspection/Random Checks	10%
	Staffing	Staffing levels for all services shall meet or exceed the required staffing levels.	Self-Inspection/Random Checks	10%
	Compliance	Compliance with all applicable regulatory requirements.	Self-Inspection/Random Checks	10%
	Customer Satisfaction	Concentra will provide ongoing quality management to ensure efficient operations of the clinic. Customer satisfaction is a goal.	Self-Inspection/Random Checks	10%
	Medical Records	Concentra will adhere to all applicable regulatory requirements and ensure that all medical records are maintained in accordance with applicable regulatory requirements. Concentra will ensure that all medical records are maintained in accordance with applicable regulatory requirements. The medical records will be maintained in accordance with applicable regulatory requirements.	Self-Inspection/Random Checks	10%
	Medical Quality	Concentra will adhere to all applicable regulatory requirements and ensure that all medical records are maintained in accordance with applicable regulatory requirements. Concentra will ensure that all medical records are maintained in accordance with applicable regulatory requirements. The medical records will be maintained in accordance with applicable regulatory requirements.	Self-Inspection/Random Checks	10%
	Employee Engagement	The primary objective of Concentra is to provide excellent service to our customers. Concentra will ensure that all employees are engaged and motivated to provide excellent service to our customers.	Self-Inspection/Random Checks	10%

Exhibit D  
County's Travel Policy

## Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009  
Effective November 4, 2009  
Revised September 7, 2010

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

### CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

### OUT OF STATE TRAVEL:

**Authorization:** The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement ensure that the travel duration is accurately defined when submitting the agenda request.

**Documentation:** The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.co.fort-bend.tx.us/ce/SitePage.asp?sitePage=7269>) with the travel reimbursement form.

### LODGING:

#### Hotel:

Texas: Hotel reimbursements are limited to contract hotel rates near the event site. Participating contract hotels are listed at [http://portal.cpa.state.tx.us/hotel/hotel\\_directory\\_index.cfm](http://portal.cpa.state.tx.us/hotel/hotel_directory_index.cfm). When making a reservation the traveler must ask for the State of Texas Contract rate and be prepared to provide the County's agency #: C0790. Contract hotels must be used unless a non-contract hotel provides a lower total cost or no contract hotel is available. If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty. The traveler will be responsible for the excess charge over the contract hotel rates near the event site if they choose not to stay at a contract hotel or a conference

sponsored discounted hotel. The traveler may choose any hotel that is less than the contract hotel rates near the event site to save additional county funds. If no contract hotels are listed for the destination city, the traveler is required to choose lodging services near the event site that meet their needs at an economical rate.

**Out-of-State:** The traveler is required to choose lodging services near the event site that meet their needs at an economical rate.

**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.

**Additional fees:** Fees for additional services (internet, telephone, valet, parking...) require justification to be allowable.

**Gratuities:** Gratuities are not reimbursable for any lodging services.

**Overpayments by County:** Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

**Procurement Card:** The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** The original itemized hotel statement must be submitted with the travel reimbursement claim showing a zero balance. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda documentation or a letter from the traveler describing the event meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

#### **MEALS:**

**Texas:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. If a traveler departs after 2:00PM or returns by 12:00PM the reimbursement rate will be \$18/day for that day.

**Out-of-state:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. If a traveler departs after 2:00PM or returns by 12:00PM the reimbursement rate will be \$24/day for that day.

**Day trips:** Meals will not be reimbursed for trips that do not require an overnight stay.

**Procurement Card:** No meal purchases are allowed on any County procurement card.

**Documentation:** No meal receipts are required for reimbursement. Event agenda documentation or a letter from the traveler describing the event meeting is required.

#### **TRANSPORTATION:**

**Personal Vehicle:** 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. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

**County Vehicle:** Fuel purchases when using a County vehicle must be made with the County fuel card. Original receipts must be provided with reimbursement request.

**Airfare:** Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat. The payment confirmation and itinerary must be presented with the travel reimbursement form. Trip insurance is not an allowable expense.

**Rental Car:** Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/AVIS>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise>. You will need to make your reservations at least 14 days in advance and provide the County's agency #: C0790. The instructions for reserving with each agency are explained at the individual web sites above. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler may use a non-contract vendor at a rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. Optional rental car fees are not reimbursable such as GPS, prepaid fuel, premium radio, child safety seats and additional insurance.

**Other Transportation:** Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

**Additional fees:** Fees for additional services (tolls, parking...) require justification to be allowable. Optional rental car fees are not reimbursable (GPS, prepaid fuel, premium radio, additional insurance, child safety seats...). Original receipts or documentation are required for allowable fees.

**Gratuities:** Gratuities are not reimbursable for any transportation services.

**Procurement Card:** The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each

category above. Event agenda documentation or a letter from the traveler describing the event meeting is required.

**REGISTRATION:**

**Registration fees:** Registration fees are reimbursable for events that serve a Fort Bend County purpose.

**Procurement Card:** The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda documentation or a letter from the traveler describing the event meeting is required.

**GRANTS:**

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

**PACKAGE AND GROUP TRAVEL RATES:**

The traveler may obtain a package travel rate for airfare, hotel, and/or rental car services for a combined rate of less than the individual rates pursuant to the category requirements above without penalty. The traveler may also participate in group lodging or rental car services for a combined rate of less than the individual per person rates pursuant to the category requirements without penalty.

**TRAVEL REIMBURSEMENT FORM:**

The traveler must use the current travel reimbursement form ([http://www.co.fort-bend.tx.us/departments/auditor/auditor\\_forms.htm](http://www.co.fort-bend.tx.us/departments/auditor/auditor_forms.htm)) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official.