STATE OF TEXAS §

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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.
- 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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{Execution Page Follows}

IN WITNESS WHEREOF, the Parties hereto signed to multiple counterparts to be effective o	o have signed or have caused their respective names to be names to be 24 day of <u>June</u> , 2025.
FORT BEND COUNTY:	CONCENTRA HEALTH SERVICES, INC.:
By: KPC100792	By: Michael Phine
Name: KP George	Name: Michael Rhine
Title: County Judge	Title: EVP, Chief Operating Officer – Onsite Health & Telemed
Date: June 25, 2025	Date: 6/10/2025
ATTEST:	
Laura Richard, County Clerk	CONCENTRA HEALTH SERVICES, INC., DBA CONCENTRA MEDICAL COMPLIANCE ADMINISTRATION:
	By: Rad d. Yaldo
REVIEWED:	Name: Raad A. Yaldo, DO, FACOEM
Risk Management Department	Title: Sr. Vice President of Medical Operations Date: $\frac{6/10/2025}{}$
AUDITO	DR'S CERTIFICATE
I hereby certify that funds are available in the obligation of Fort Bend County under this cor	the amount of \$1,920,000.00 to accomplish and pay
12/18/2024-12/31/2025	
Service Period	hof & Sturber I
Robe	ert Ed Sturdivant, County Auditor
June 25, 2025	
Date Certified	

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$			
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 \$accomplish and pay the obligation of Fort Bend County under this contract.			
Service Period			
Service Period	a .		
	Robert Ed Sturdivant, County Auditor		
	,,,		
Date Certified			

 $i:\agreements\2025\ agreements\purchasing\risk\ management\concentra\ inc\ (25-risk-100222-a1)\label{lines} amendment\ to\ 2024\ agmt\ for\ employee\ health\ and\ wellness\ (kcj-4.10.2025)\ v2\ 4.23.2025\ v3\ 5.22.2025$

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		\$93,973	\$1,127,671
Estimated Ongoing Fixed Fees		Monthly	Annual
Hardware Use Fee		\$708.33	\$8,500
Software Fee		\$2,083.33	\$25,000
Management Fee		\$24,432.50	\$293,190
TOTAL ONGOING FIXED FEES		\$27,224	\$326,690
Estimated Pass-Through Costs		Monthly	Annual
Internet Network Connectivity		As Incurred	As Incurred
Medical Supplies		\$3,550.00	\$42,600
Laboratory		\$4,678.32	\$56,140
Phone/Office Supplies/Admin/Travel/Other		\$1,598.15	\$19,178
TOTAL PASS-THROUGH COSTS		\$9,826.47	\$117,918
TOTAL ESTIMATED YEAR 1 COSTS			\$1,572,278

Updated Proposed Fort Bend: Staffing Model

Estimated Labor Fees (Staffing)	Hourly	Monthly	Annual	Difference
Physician - 1 FTE	\$170.32	\$29,522.53	\$354,270	\$0
Advanced Practice Clinician (NP/PA) - 2 FTE	\$123.10	\$42,675.23	\$512,103	\$256,051
Medical Assistant - 1 FTE	\$40.58	\$7,033.95	\$84,407	\$0
Medical Assistant/Radiological Technician - 3 FTE	\$64.74	\$33,662.97	\$403,956	\$134,652
TOTAL LABOR FEES		\$112,895	\$1,354,736	\$227,066
Estimated Ongoing Fixed Fees		Monthly	Annual	Annual
Hardware Use Fee		\$708.33	\$8,500	\$0
Software Fee		\$2,083.33	\$25,000	\$0
Management Fee		\$25,654.13	\$307,850	\$14,660
TOTAL ONGOING FIXED FEES		\$28,446	\$341,350	\$14,660
Estimated Pass-Through Costs		Monthly	Annual	Annual
Internet Network Connectivity		As Incurred	As Incurred	As Incurred
Medical Supplies		\$3,550.00	\$42,600.00	\$0.00
Laboratory		\$4,678.32	\$56,139.80	\$0.00
Phone/Office Supplies/Admin/Travel/Other		\$1,718.79	\$20,625.47	\$1,447.66
TOTAL PASS-THROUGH COSTS		\$9,947.11	\$119,365	\$1,448
TOTAL ESTIMATED YEAR 1 COSTS			\$1,815,451	\$243,173

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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	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.					
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number: 2025-1324795		
	Concentra Health Services, Inc.					
	Addison, TX United States			Date Filed:		
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	06/1	06/16/2025		
	being filed.		Date	Date Acknowledged:		
				06/24/2025		
_	Provide the identification number used by the governmental entit	ity or state agency to track or ident			ride a	
3	description of the services, goods, or other property to be provide		lly uic c	Williact, and pro-	iue a	
	RFP 25-002 Health and Wellness Clinical Services					
	Health and Weilness Cillical Services					
4	-			Nature of	interest	
4	Name of Interested Party	City, State, Country (place of bus	iness)	(check ap		
<u> </u>				Controlling	Intermediary	
L						
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	, and my date	of birth is	s		
	My address is		,	·	·	
	(street)	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct	ot.				
	Executed inCounty	y, State of, on th	.e		, 20	
				(month)	(year)	
		ontractin	ng business entity			