

City of Bryan/BISD Employee Health Center Utilization

Year 1

Mar-Apr 2011	May 2011	Jun 2011	Jul 2011	Aug 2011	Sept 2011	Oct 2011	Nov 2011	Dec 2011	Jan 2012	Feb 2012	Mar 2012	Total Yr. 1
231	163	171	183	243	325	327	350	289	222	231	256	2,991

Year 2

Apr 2012	May 2012	Jun 2012	Jul 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2012	Mar 2012	Total Yr. 2
255	228	196	270	281	325	353	389	419	341	289	313	3,659

Year 3

Apr 2013	May 2013	Jun 2013	Jul 2013	Aug 2013	Sept 2013	Oct 2013	Nov 2013	Dec 2013	Jan 2014	Feb 2014	Mar 2014	Total Yr. 3
345	339	289	276	347	412	525	449	455	392	366	359	4,554

Year 4

Apr 2014	May 2014	Jun 2014	Jul 2014	Aug 2014	Sept 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar 2015	Total Yr. 4
345	328	310	332	324	452	620	433	418	344	340	380	4,626

Year 5 to Date

Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Sept 2016	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	Total Yr. 5 to date
355	303	341	310	376	458	576	473	341	*491	NA	NA	NA	4,024

*BISD Joined. Patient flow typically increases Sept-Nov due to the City's annual wellness exams.

Note: These are termed "encounters" and include actual patient visits, nurse visits, lab draws completed at the Center and Workers' Compensation visits (City of Bryan only).

**SECOND AMENDMENT TO
PROFESSIONAL HEALTH SERVICES AGREEMENT
CITY OF BRYAN EMPLOYEE HEALTH CENTER**

This Second Amendment (“Second Amendment”) to the Professional Health Services Agreement is entered into between St. Joseph Regional Health Center, a 501(c) (3) not-for-profit corporation, (“SJRHC, or Provider”) and the City of Bryan, a Texas home-rule municipal corporation, (“City”), collectively the “Parties”. Unless otherwise indicated in this Amendment, capitalized terms used in this Amendment have the definition ascribed to those terms in the Agreement (as hereinafter defined).

RECITALS:

WHEREAS, on or about February 26, 2015, Provider and City entered into the Professional Health Services Agreement (“the Agreement”) whereby Provider agreed to provide to City a site, competent clinic personnel, certain professional medical services, and prescribed reporting for an employee health clinic; and

WHEREAS, on July 28, 2015, the Parties amended the Agreement (“First Amendment”) to make certain modifications with respect to the total annual, not-to-exceed amount of the Agreement, the term, and to allow the extension of clinic services to the Bryan Independent School District (“BISD”) employees and their dependents, covered by BISD’s self-insurance group benefit risk pool effective as of January 1, 2016, through an Interlocal Agreement between City and BISD; and

WHEREAS, the Parties hereto desire to amend the Original Agreement, as amended, to increase staffing and the total annual, not-to-exceed amount of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties promise and agree as follows:

1. Section 2 of this Agreement shall be amended to read as follows:

A. “During the portion of the Agreement commencing on April 1, 2015 and ending on December 31, 2015, the total cost of professional health services shall not exceed the budgeted amount of \$293,400 plus set-up costs in an amount not to exceed \$14,000 associated with facilitating the addition of BISD. Set-up costs shall be incurred in the period prior to January 1, 2016. It is acknowledged and agreed the set up expense shall be billed and paid as incurred. Commencing on January 1, 2016, and continuing through December 31, 2016, the total cost of all professional health services provided may not exceed an annual budgeted amount of \$678,182. In the final year of the initial term commencing on January 1, 2017 and ending on December 31, 2017, the annual cost of professional health services may not exceed an annual budgeted amount of \$678,182. In addition to the professional health services described in Exhibit A of the original agreement, Annual Health Assessments will be provided through the Center, but invoiced and paid by the City of Bryan separately and are not included in the annual budgets of the Agreement.”

B. "SJRHC will submit the monthly invoice to the City for all professional health services provided during the preceding month by the fifteenth (15th) of the following calendar month. Such invoice shall include all costs incurred by Provider for providing the services, including, but not limited to, all costs for purchasing equipment, supplies, or third party services as well as salary and benefits for personnel in relation to the provision of services plus an overhead amount equal to five percent (5%) of total invoiced cost. The City will in turn invoice BISD for their portion of the proper invoice to be paid to the City within thirty (30) days."

C. "SJRHC shall provide and manage the medical and administrative personnel at the Clinic. The Parties agree the Clinic shall be staffed with a combination of full-time and part-time employees of Provider. At a minimum, SJRHC shall provide the professional staff set forth on Exhibit "D", as the "Minimum Staff". During the term of this Agreement, SJRHC may increase the staff at the Clinic charged to the City, up to the Maximum Staff as set forth in Exhibit "D", at such time as it is agreed in writing by the Parties to be necessary based upon demand to accomplish the Clinic's purpose and the scope of work to be completed. All Clinic personnel providing professional health services shall at all times, throughout the term of this Agreement, maintain appropriate state licenses and certifications necessary to the proper administration and delivery of the services enumerated and described in Exhibit "A" of the original agreement."

D. All equipment and supplies purchased under this Agreement shall become property of the City. The Provider shall give the City at least ninety (90) days' notice for any increase in salaries. All Center personnel must be appropriately qualified, licensed and credentialed to provide medical services in the State of Texas. The City of Bryan will reimburse costs associated with the medical provider maintaining appropriate credentials, including travel expenses up to \$ 1,000.00 annually, if the City deems that the training or education will specifically benefit the Center. Any such expense to be paid by the City should be pre-approved by the City Manager, or designee, in writing.

E. Prior to expiration of the first term of this Agreement, the City and the Provider shall work together to prepare and approve a budget for the costs to be incurred in the renewal term, if any. Any subsequent agreement to renew this Agreement for an additional two (2) year term, as outlined below, shall include an annual budget for the additional term.

2. This Agreement shall be further amended by the addition of Exhibit "D" "Staffing", a true and correct copy of which is attached hereto.
3. **Successors and Assigns.** This Second Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.
4. **Modification and Waiver.** No supplement, modification, waiver, or termination of this Second Amendment or any provision hereof shall be binding unless executed in writing by each of Partnership and the City. No waiver of any provisions of this Second Amendment shall constitute a continuing waiver unless otherwise expressly provided.
5. **Conflict of Terms.** As amended by the First Amendment, and this Second Amendment, the Original Agreement shall remain in full force and effect. If there is a conflict between this Second Amendment and the Original Agreement or any earlier Amendments, the terms of the Second Amendment will prevail.

6. **Effective Date.** This Amendment shall be effective upon the date this amendment is signed by both parties.

SIGNATURE PAGE TO FOLLOW

St. Joseph Regional Health Center

City of Bryan:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Jason P. Bienski
Title: Mayor
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

ATTEST:

Mary Lynne Stratta, City Secretary
Date: _____

EXHIBIT “D”
STAFFING

MINIMUM STAFF: At a minimum, Clinic personnel shall include a Medical Director, one full-time Advanced Practice Clinician, and one Half-Time Advanced Practice Clinician, two Licensed Vocational Nurses, two office assistants.

MAXIMUM STAFF: The MINIMUM STAFF may be increased by adding an additional one-half (1/2) Advanced Practice Clinician and one additional Full-Time Equivalent (either an Office Manager or Medical Office Assistant), to be agreed upon by both Parties. The estimated compensation for the additional one-half Advanced Practice Clinician is \$70,000 and for the additional Full-Time Equivalent is \$49,000. Maximum staffing consists of:

- Medical Director
- Two (2) Advanced Practice Clinicians
- Two (2) Licensed Vocational Nurses
- One (1) Office Manager or Medical Office Assistant
- Two (2) Office Assistants

**AMENDMENT TO
PROFESSIONAL HEALTH SERVICES AGREEMENT
CITY OF BRYAN EMPLOYEE HEALTH CENTER**

This Amendment to Professional Health Services Agreement is entered into between St. Joseph Regional Health Center, a 501(c) (3) not-for-profit corporation, (“SJRH, or Provider”) and the City of Bryan, a Texas home-rule municipal corporation, (“City”), collectively the “Parties”.

RECITALS:

WHEREAS, on or about February 26, 2015, SJRH and City entered into the Professional Health Services Agreement (“the Agreement”) whereby SJRH agreed to provide to City a site, competent clinic personnel, certain professional medical services, and prescribed reporting for an employee health clinic; and

WHEREAS, the Parties would like to amend the Agreement in order to make certain modifications with respect to the annual budgeted amount, term, and to allow for the extension of clinic services to the Bryan Independent School District (“BISD”) employees and their dependents, covered by BISD’s self-insurance group benefit risk pool effective as of January 1, 2016, through an Interlocal Agreement between City and BISD in order to save costs and expenses.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

1. **Section 1, Scope of Services.** The first sentence is amended to read as follows:

“In consideration of the compensation, the Provider agrees to provide the City and effective on January 1, 2016, BISD, through and Interlocal Agreement between City and BISD, with the professional health services, as described in **Exhibit A** (“Scope of Services”), which is incorporated herein by reference for all purposes.

2. **Section 2, Payment, Paragraph A.** The last two sentences are deleted in their entirety and the following sentences substituted in place thereof as follows:

“During the portion of the Agreement commencing on April 1, 2015 and ending on December 31, 2015, the total cost of professional health services shall not exceed the budgeted amount of \$293,400 plus set-up costs in an amount not to exceed \$14,000 associated with facilitating the addition of BISD. Set-up costs shall be incurred in the period prior to January 1, 2016. It is acknowledged and agreed the set up expense shall be billed and paid as incurred. Commencing on January 1, 2016, and continuing through December 31, 2016, the total cost of all professional health services provided may not exceed an annual budgeted amount of \$559,182. In the final year of the initial term commencing on January 1, 2017 and ending on December 31, 2017, the annual cost of professional health services may not exceed an annual budgeted amount of \$559,182. In addition to the professional health services described in Exhibit A, Annual Health Assessments will be provided through the Center, but invoiced and paid by the City of Bryan separately and are not included in the annual budgets of the Agreement.”

3. **Section 2, Payment, Paragraph B.** The section is amended to read as follows:

“SJRHC will submit the monthly invoice to the City for all professional health services provided during the preceding month by the fifteenth (15th) of the following calendar month. Such invoice shall include all costs incurred by Provider for providing the services, including, but not limited to, all costs for purchasing equipment, supplies, or third party services as well as salary and benefits for personnel in relation to the provision of services plus and overhead amount equal to five percent (5%) of total invoiced cost. The City will in turn invoice BISD for their portion of the proper invoice to be paid to the City within thirty (30) days.”

4. **Section 3, City Health Plan** shall be amended to read “**Section 3, Health Benefit Plans.**

The first sentence is amended to read as follows:

“The Provider will cooperate with the City to work within the City’s health benefit structure and with BISD’s self-insured benefit risk pool to assure proper services and referrals within the provider network and available benefits.

5. **Section 3, City Health Plan.** The third sentence is amended to read as follows:

“The Provider will verify enrollment in the City’s health plan or BISD’s self-insured benefit risk pool prior to treatment at the Center.”

6. **Section 5, Term and Termination, Paragraph A, Term.** The first sentence is amended to read as follows:

“This Agreement shall commence April 1, 2015 and end December 31, 2017, subject to the rights of either party to sooner terminate as provided herein and to appropriation process for the City of Bryan, Texas.

7. **Section 5, Term and Termination, Paragraph C, Termination by Provider.** The first sentence is amended to read as follows:

“This Agreement shall terminate upon cessation of all clinical services of Provider; provided Provider gives at least one-hundred eighty (180) days’ prior written notice. It is however, specifically understood and agreed, notice requirement notwithstanding, Provider shall have the absolute right to terminate, and shall not be required to continue to provide professional health services hereunder at any time the City fails to appropriate funds necessary to continue operations, and Provider shall have no obligation to continue to provide professional health services on cessation of funding.”

8. **Section 7, Paragraph B, Access to Books and Records.** The paragraph is amended to read as follows:

“The Provider will provide the City and BISD with monthly reports regarding the Center’s census data, cost analysis, referral data and any other operating data as a result of this Agreement. These reports are outlined in **Exhibit B** and should be provided to the City by the fifteenth (15th) of each calendar month. In addition to monthly reports required and listed in the original Agreement, the Provider will submit an annual report analyzing utilization, average wait time in the employee health center (to be used for projecting productivity savings), health cost savings/(loss) analysis based on a primary care provider fee schedule, cost avoidance and other evaluation measures as agreed to by the parties. All reports will be supplied in aggregate form

and by individual entity. The City and BISD shall not have access to individual patient primary care records as all records are owned and maintained by the Provider.”

9. **Conflict of Terms.** Except as set forth in this Amendment, the Agreement is unaffected and shall continue in force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement or any earlier Amendments, the terms of the Amendment will prevail.
10. **Effective Date.** This Amendment shall be effective as of January 1, 2016.

St. Joseph Regional Health Center

By: [Signature]
Name: J. Schaefer
Title: CEO
Date: 8/16/15

City of Bryant
By: [Signature]
Name: Art Hughes
Title: Mayor Pro Tem
Date: 8-17-15

By: [Signature]
Name: Daniel Cooglin
Title: CEO
Date: 8/16/15

APPROVED AS TO FORM:

[Signature]
Janis K. Hampton, City Attorney

ATTEST:

[Signature]
Mary Lynne Stratta, City Secretary
Date: 8-17-15

Professional Health Services Agreement
City of Bryan Employee Health Center

This Agreement, dated February 26, 2015, is between the **City of Bryan**, a Texas home-rule municipal corporation, (“City”) and **St. Joseph Regional Health Center** a 501(c)(3) not-for profit corporation (“Provider”), whereby the Provider agrees to provide the City with certain professional health services as described herein and the City agrees to pay the Provider for those services.

1. Scope of Services

In consideration of the compensation, the Provider agrees to provide the City with the professional health services as described in **Exhibit A** (“Scope of Services”), which is incorporated herein by reference for all purposes. The Provider shall work with the City Manager or Designee to perform any and all related tasks required by the City in order to fulfill the purpose of this Agreement.

2. Payment

- A. In consideration of the Provider’s provision of the professional services in compliance with all terms and conditions of this Agreement, the City shall pay the Provider according to the terms set forth herein, except in the event of a duly authorized change order, approved by the City in writing. The total cost of all Primary Care and Occupational Health Services provided during the first term of this Agreement may not exceed an annual budget of \$391,200.00. Annual Health Assessments and Influenza Vaccines will be provided through the Center, but billed separately and are not included in the annual budget of \$391,200.00.
- B. In addition to medical services provided, the annual amount includes fixed and variable operating costs. The monthly invoice should be submitted to the City by the fifteenth (15th) of each calendar month. The City will reimburse the Provider for its costs incurred purchasing equipment, supplies, or third party services as well as salary and benefits of the clinic personnel in relation to the provision of professional services plus an Overhead Amount equal to five percent (5%) of the total of invoiced costs.
- C. All equipment and supplies purchased under this Agreement shall become property of the City. The Provider shall give the City at least ninety (90) days’ notice for any increase in salaries. All Center personnel must be appropriately qualified, licensed and credentialed to provide medical services in the State of Texas. The City of Bryan will reimburse costs associated with the medical provider maintaining appropriate credentials, including travel expenses up to \$1,000.00 (annually), if the City deems that the training or education will specifically benefit the Center. Any such expense to be paid by the City should be pre-approved by the City Manager, or designee, in writing.
- D. Prior to expiration of the first term of this Agreement, City and the Provider shall work together to prepare and approve a budget for the costs to be incurred in the renewal term, if any. Any subsequent agreement to renew this Agreement for an additional two (2) year term, as outlined below, shall include an annual budget for the additional term.

3. City Health Plan

The Provider will cooperate with the City to work within the City's health benefit structure and assure proper services and referrals within the provider network and available benefits. This provision shall not restrict a healthcare provider from discussing all health care options with a patient. The Provider will verify enrollment in the City's health plan prior to treating employees, dependents or retirees for primary care services at the Center. Enrollment verification shall be done prior to each appointment. The parties will cooperate to promote the use of the Center to Plan Members. All marketing, communication or professional publication referencing the Center must be reviewed and approved in writing by the City prior to distribution.

4. Clinic Hours and Location

- A. The Provider shall provide services at the Center during normal business hours of Monday through Friday, 8:00 a.m. to Noon and 1:00 p.m. to 5:00 p.m. Variations of these hours may be considered as agreed upon by the Provider and the City. Hours may be extended based on demand, demonstrated success in meeting the City's expectations, and quality of care. Any costs associated with additional hours, which exceed the budgeted amount specified within this Agreement, must be approved in writing by the City. The Provider and its staff will use its best effort to see all patients with scheduled appointments within twenty (20) minutes of their arrival time to the Center. The Provider shall notify the City immediately should the Center be closed for any reason in order for the information to be properly communicated to City employees. In the event of clinician absence at the Center, the Provider will attempt to provide coverage by utilizing their provider pool. If Provider is unable to provide coverage within the City of Bryan Employee Health Center, pre-booked appointments for routine follow-up care may be rescheduled while acute care will be provided at the St. Joseph Express Care-Bryan. Provider agrees to waive the patient's copayment and be responsible for professional fees as well as lab fees associated with Point of Care Testing at this designated facility.
- B. The City of Bryan Employee Health Center shall be located at 2010 E. Villa Maria, Suite B, Bryan, Texas ("Current Location") unless otherwise agreed upon by the Provider and the City. The Provider currently leases the Current Location from Asha K. Haji, M.D. and Karim J. Haji, M.D. (the Lessor). The City does not accept assignment of said lease, but acknowledges that in accordance with the terms of the lease, the Lessor is not required to make any improvement or repairs of any kind or character on the premises during the lease term except such repairs as may be required to exterior walls, corridors, windows, roof, HVAC systems, plumbing systems, electrical systems and other structural elements and equipment of the building complex and common area and such additional maintenance as may be necessary because of damages by persons other than the Provider, its agents, employees, licensees, invitees or visitors. Provider agrees to enforce the terms of such lease and require Lessor to make improvements or repairs as required therein. Any other charges for repair or improvement of the Current Location, specifically those benefitting Suite B, shall be a reimbursable cost of providing services under this Agreement. However, any charges in excess of five-hundred dollars (\$500.00) for which the City is responsible must be approved in advance and in writing by the City. The City shall also share in a proportion of the cost to maintain the landscaping, which is determined by the ratio of the City's square foot total out of the total square footage of the entire building. The Provider is responsible for ensuring that the Current Location is a adequate for the services rendered pursuant to this Agreement.
- C. If the Provider owns an alternative location that it proposes for the Center, the parties shall document their agreement by executing a lease for such space, under terms agreeable to both

parties, but which shall provide that no more than a nominal amount of rent shall be owed by the City while this Agreement is in effect. Additionally, once the City vacates the Current Location and moves into the new space, the following changes to this Agreement shall be put into effect: 1) the budget for services to be provided under this agreement shall be reduced by the amount attributable to rental payments for the Current Location; and 2) the Overhead Amount charged on the monthly invoices to the City shall be raised from five percent (5%) to ten percent (10%).

5. Term and Termination

- A. *Term.* This Agreement shall commence April 1, 2015 and have a term of two (2) years ending March 31, 2017. The Agreement may be renewed for an additional two (2) year term, provided that the parties reach a mutual, written agreement which is duly executed by both parties at least ninety (90) days prior to the end of the initial term and approved by the City Council. The City of Bryan operates and is funded on a fiscal year basis; accordingly, the City of Bryan reserves the right to terminate, without liability, any contract for which funding is not appropriated. Renewal of a contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.
- B. *Termination by City.* The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement with or without cause upon ninety (90) days' written notice from the City Manager to Provider of the City's election to do so. Upon delivery of any notice of termination required herein, Provider shall discontinue all services in connection with the performance of the Agreement. Within ninety (90) days after receipt of the notice of termination, Provider shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. If this Agreement is terminated for cause, Provider shall be liable for any damage to the City resulting there from. This liability includes any actual, direct and reasonable damages incurred by the City in completing Provider's work and subject to the City's right to mitigate its damages. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- C. *Termination by Provider.* This Agreement shall terminate upon cessation of all clinical services of Provider; provided Provider gives at least ninety (90) days' prior written notice. Within ten (10) days after the termination of this Agreement pursuant to this section, Provider shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services.

6. Independent Contractor

The Provider is and shall at all times be deemed to be an independent contractor and not an agent or employee of the City. The Provider shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent between the City and Provider, or Provider's employees. The Provider assumes exclusively the responsibility for its acts and the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The Provider, its agents and employees shall not be entitled to any rights or privileges of the City's employees and shall not be considered in any manner to be the City's employee(s), nor shall the city have any obligation to direct, control, supervise, manage, discharge, or compensate Provider's employees or subcontractors. Except for materials furnished by the City, the Provider shall supply all materials, equipment, and labor required for the professional services to be provided under this Agreement.

7. Compliance

- A. *Compliance with Applicable Laws.* The parties agree that they shall comply with all applicable federal, state, and local laws, regulations, and governmental orders in performing their respective obligations under this Agreement including, but not limited to, the statutes and regulations of the Texas Department of State Health Services and the United States Department of Health and Human Services, the standards of the Joint Commission, all requirements of the Medicare and Medicaid programs, all state or national professional ethical guidelines, the federal and state anti-kickback laws, the Stark law, and the federal False Claims Act. In addition, nothing herein shall cause Provider to violate the Ethical and Religious Directives for Catholic Health Care Services as promulgated by the National Conference of Catholic Bishops (2001) (as the same may be hereinafter amended, supplemented, replaced or otherwise modified and hereinafter referred to as the "Directives"). A copy of the Directives will be made available to the City by Provider upon request. Provider must obtain all necessary permits and licenses required to complete the work and provide the services outlined in this Agreement.
- B. *Access to Books and Records.* The Provider will provide the City with monthly aggregate reports regarding Center census data, cost analysis, referral data and any other operating data as a result of this Agreement. These reports are outlined in **Exhibit B** and should be provided to the City by the fifteenth (15th) of each calendar month. The City shall not have access to individual patient primary care records as all records are owned and maintained by the Provider.
- C. *Representation of Non-Exclusion.* Both parties represent and warrant that it is not on an excluded party list as outlined by State or Federal Program. Each party also represents that if it or an employee who provides Services under this Agreement becomes excluded from a State or Federal Program Provider will promptly notify the other party.
- D. *Confidentiality.* To facilitate the performance of this Agreement, each party may deem it necessary to disclose to the other certain proprietary and/or confidential information. Such information may include, without limitation, personnel information, financial information, market information, pricing information, and service delivery information. Patient information, particularly Protected Health Information, will not be disclosed without each patient providing prior written consent by the patient or designee. Each party agrees to keep such information of the other party confidential and not to disclose or use such confidential information except in accordance with this Agreement or as may be otherwise required by law.
- E. *Health Insurance Portability and Accountability Act of 1996 (HIPAA).* If at any time during this Agreement the parties determine that they need to amend this Agreement or enter into any ancillary agreements in order to comply with HIPAA, they will work together in good faith to make such amendments or execute such agreements in a timely manner. In addition, the parties agree to comply with all applicable federal and state laws (including, but not limited to HIPAA and HITECH) regarding patient privacy.

8. Warranty, Indemnification, & Release

- A. As an experienced and qualified health professional, the Provider warrants that the information provided by the Provider reflects high professional and industry standards, procedures, and performances. The Provider warrants the selection of supplies and equipment, the selection and supervision of personnel, and the performance of other services under this Agreement, is pursuant to a high standard of performance in the profession. The Provider warrants that the Provider will

exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Agreement. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Provider, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their information or any other documents, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Provider, its employees, associates, or agents.

- B. The Provider shall promptly correct any defective document furnished by the Provider at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the services hereunder shall in no way alter the Provider's obligations or the City's rights hereunder.
- C. The Provider must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, licensees, and other persons, as well as their personal property, while performing health services for the City. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Provider, its officers, employees, agents, invitees, licensees, and other persons.
- D. Indemnity. To the fullest extent permitted by law, Provider fully indemnifies and holds harmless the City, and its members, officers, agents and employees from any and all liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Provider in the performance of the Agreement. The City reserves the right, at its option, to participate in the defense of any suit, without relieving the Provider of any of its obligations hereunder. The obligations of this clause will survive the termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. If this clause is found to conflict in any way with Texas law, the clause will be considered modified by such laws, to the extent necessary to remedy the conflict.
- E. Release. The Provider releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Provider or its employees and any loss of or damage to any property of the Provider or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Provider's negligent performance of the work. Both the City and the Provider expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.
- F. The Provider and its employees shall not be financially interested directly or indirectly in any equipment or supply contract resulting from the professional services provided herein.

9. Insurance

Throughout the term of this Agreement, Provider at its own expense shall purchase, maintain and keep in force and effect insurance, as specified in **Exhibit C**, against claims for injuries to or death of persons or damages to property which may arise out of or result from Providers operations and/or performance of the Services under this Agreement whether such operations and/or performance be by Provider, its agents, representatives, volunteers, employees or subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

10. Miscellaneous Terms

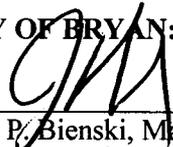
- A. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas. Venue for any lawsuit or cause of action arising out of, or relating to, this Agreement shall be proper in any court having jurisdiction in Brazos County, Texas.
- B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:
- | | |
|---------------------------------------------|--------------------|
| St. Joseph Regional Health Center | City of Bryan |
| 2800 Texas Avenue, Suite 102 | P.O. Box 1000 |
| Bryan, Texas 77802 | Bryan, Texas 77805 |
| Attn: Vice President of Practice Operations | Attn: City Manager |
- C. No waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- D. This Agreement represents the entire and integrated agreement between the City and the Provider and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.
- E. This Agreement and all rights and obligations contained herein may not be assigned by the Provider without the prior written approval of the City.
- F. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Agreement. The parties acknowledge that both were represented by counsel, and both had an opportunity to review the terms of this Agreement, therefore ambiguities will not be resolved in favor of either party.
- G. If any provision of the Agreement shall be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of the Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

[SIGNATURE PAGE FOLLOWS]

APPROVED AS TO FORM:


Janis K. Hampton, City Attorney
Date: 2-25-15

CITY OF BRYAN:


Jason P. Bienski, Mayor
Date: 2-26-15

ATTEST:


Mary Lynne Stratta,
Title: City Secretary
Date: 2-26-15

FIRM:

(FIRM's - Corporate Seal)

ST. JOSEPH REGIONAL HEALTH CENTER

By: 
Printed Name: Schuster
Title: CEO
Date: 2/5/15

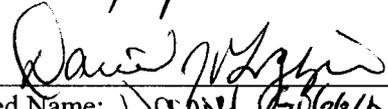
By: 
Printed Name: David W. Zipp
Title: CEO
Date: 2/5/14

EXHIBIT A
SERVICES

The Provider will:

- Employee licensed and competent clinic personnel, who shall:
 - be subject to employment guidelines specified by the Provider;
 - shall at all times be deemed an employee of the Provider, not the City;
 - perform services as authorized by this Agreement and in accordance with the applicable State licensure rules, regulations and laws;
 - practice under the supervision of the assigned Medical Provider if necessary

- at all times under this Agreement provide within the City of Bryan a site of sufficient size for the practitioner and staff to perform medical services to the Patients as required herein;

- maintain such site in good order and in compliance with all applicable codes and ordinances of the City of Bryan as well as all state and federal rules, regulations and laws;

- provide the following:
 - chronic illness evaluation, treatment and management (i.e., diabetes, high cholesterol, hypertension, asthma, obesity);
 - treatment of acute conditions (i.e., sore throats, ear aches, head ache, cough, sinus, strains, sprains, musculoskeletal problems, acute urinary complaints);
 - preventative health maintenance;
 - vaccine administration; (costly vaccines should be ordered in limited quantity and based on demand, influenza vaccine will be billed separately)
 - health risk assessments/biometric screenings; (billed separately)
 - occupational health services as agreed to by the City and the Provider and provide a Medical Review Officer that is a qualified physician
 - Minor work-related injuries and illnesses (triage for workers' compensation including required reporting) as agreed to by the City and Provider
 - off-site wellness events as requested by the City;
 - prescriptions for outpatient medications if practitioner holds appropriate licensure;
 - examination rooms within the City of Bryan; including office area;
 - appropriate medical and general office supplies;
 - reports and records in aggregate form pertaining to the services rendered except otherwise prohibited by HIPAA; all reporting should be handled through eClinical Works monthly statements of the services rendered along with supporting documentation as may be required by the City;
 - support services for the practitioner including nursing care, registering patients, scheduling appointments, and reporting requirements of the City; and

- provide medical services specifically for patients at the Provider's location in Bryan full-time with days and hours agreed to in writing by the City and the Provider.

- perform all services with care and skill ordinarily used by members of Provider's profession practicing under the same or similar circumstances, time and locality.

EXHIBIT B

MONTHLY CLINIC REPORTS

- Unique patient count
- Total number of visits (employee vs. dependent vs. retiree)
- Total number: new patient visits, established patient visits, follow-up visits, lab only visits, nurse visits, walk-in visits, wellness visits, urgent care visits, procedure visits, workers' compensation visits
- Total after hours calls
- Total flu vaccine
- Total immunizations (non-flu)
- Total new chronic diseases
- Total no-show
- Total referrals (broken down by specialty)
- Average visits per day
- Total number of billed services (need to capture each dx code)
- Major diagnosis and associated codes
- Costs for occupational health services (i.e., Hep B/PPD testing for high risk departments)

Other:

- Any other applicable reports as agreed to by the City and Provider

EXHIBIT C

INSURANCE REQUIREMENTS

Required insurance listed below shall be placed with admitted carriers having a current A.M. Best rating of not less than AVI and/or otherwise acceptable to the City. Alternatively, Provider may self-insure or place coverage with any non-rated insurers for any of the risks referred to below only if the Long-Term Issue Credit Rating of their respective parent entity is BBB or higher ("Investment Grade") by the current Rating Definitions and Terminology of Standard & Poor's.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Provider, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Provider under this Agreement.

- A. Workers' Compensation for statutory limits & Employer's Liability Insurance with minimum limits of \$500,000 each accident/\$500,000 by disease: Provider waives all rights against the City of Bryan for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or umbrella insurance obtained by the Provider. Provider shall provide evidence of this by Waiver of Subrogation in favor of the City of Bryan and its agents, officers, officials, and employees. In the event any work is sublet, the Provider shall require the subcontractor to provide the same or equitable coverage, as permitted by state law and shall himself acquire evidence of such coverage on behalf of the subcontractor.
- B. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000.: CGL shall be written on a standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operation, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City. The City of Bryan and its agents, officers, officials, and employees shall be listed as an additional insured.
- C. Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident: Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Provider waives all rights against the City of Bryan for recovery of damages to the extent these damages are covered by the business auto policy or umbrella liability insurance obtained by Provider or under any auto physical damage coverage. Provider shall provide evidence of this by Waiver of Subrogation in favor of the City of Bryan and its agents, officers, officials and employees.
- D. Professional Liability (Errors & Omissions) Insurance with individual limits of \$1,000,000 per occurrence: Provider agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the Provider or any person employed or acting on the Provider's behalf (including but not limited to subcontractors). If written on a "Claims-Made" form, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this agreement and continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period of not less than two years after the completion of this agreement. The Provider is solely responsible for any additional premium for the supplemental extended reporting period and furnishing certification of coverage for two years following contract completion.

Umbrella or Excess Liability: Provider may satisfy the minimum liability limits required under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Provider agrees to endorse the City and its agents, officers, officials and employees as an additional insured, unless the Certificate states the umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

Provider's Insurance to be Primary: Any insurance or self-insurance maintained by the City, its officials, agents and employees shall be considered in excess of Provider's insurance and shall not contribute to it.

Deductibles, Coinsurance Penalties, & Self-Insured Retention: Any deductibles or self-insured retention must be declared. The Provider shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

Subcontractor's Insurance: Provider shall agree to cause each subcontractor employed by Provider to purchase and maintain insurance of the type specified, provided the Provider's insurance does not afford coverage on behalf of the subcontractor.

Evidence of Insurance: The Provider shall furnish the City with a certificate (s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal.

Failure of the City to demand such certificate(s) or other evidences of full compliance with these requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

Provider must provide for at least thirty (30) days written notice to the City of Bryan prior to cancellation, non-renewal, or a material change to policy, or ten (10) days prior written notice for cancellation due to non-payment of premiums.

In the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Provider shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right to withhold payment to Provider until coverage is reinstated. If the Provider fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at the Provider's expense. Certificates of Insurance should be sent to the City at the following address:

City of Bryan
Attn: Risk Management
P.O. Box 1000
Bryan, Texas 77805

Upon request, the Provider shall furnish the City of Bryan with certified copies of all insurance policies with 10 days of the City's written request.

Right to Review and Adjust: The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BRYAN, TEXAS AND BRYAN INDEPENDENT
SCHOOL DISTRICT FOR USE OF AN EMPLOYEE HEALTH CENTER**

THIS INTERLOCAL AGREEMENT is entered into by and between the City of Bryan ("City"), a Texas home-rule municipal corporation and the Bryan Independent School District ("BISD").

RECITALS

WHEREAS, the City currently contracts with a third party vendor ("Service Provider") to provide an employee health clinic ("Health Center") for the benefit of its employees, their dependents and its retirees covered by the City's group health insurance plan, and to reduce costs associated with employee health care; and

WHEREAS, BISD desires to join with the City in such Health Center and to extend services to BISD employees and their dependents covered by BISD's self-insured group benefit risk pool; and

WHEREAS, the City and BISD (collectively the "Parties"), have determined that it would be in the best interest of the Parties to share the Health Clinic services and expenses; and

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the State to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the City and BISD are each authorized, individually, to perform the governmental functions and services herein contemplated; and

WHEREAS, the Parties are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791, to enter into an agreement to allow BISD to join in the Employee Health Center ("Health Center"); and

WHEREAS, the Parties agree this interlocal agreement will be beneficial to the Parties and taxpayers through the efficiencies and potential savings to be realized; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES PROMISE AND AGREE HERETO AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to set forth the agreed upon terms and conditions by which the City shall provide to BISD use of the Health Center services in consideration of BISD paying expenses associated with such use. The scope of services of the Health Center to be provided to BISD under this Agreement are subject to the terms of the City's contract with the Service Provider ("City's Contract for Services), and are contained in Exhibit "A" of the City's Contract for Services, hereinafter referred to as the "Scope of Services". The Scope of Services as is attached hereto as Exhibit "1".
2. Effective Date and Term. This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full effect for a period of one (1)

year, unless sooner terminated. Health Center services shall be available to BISD effective January 1, 2016. This Agreement shall automatically renew annually for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals.

The Parties acknowledge the City and BISD operate and are funded on a fiscal year basis; accordingly, each Party reserves the right to terminate the Agreement, without liability, for any fiscal year for which funding required for the performance of the party's obligations under this Agreement is not fully appropriated. The non-appropriating party shall promptly give notice to the other party of the non-appropriation of funds. Renewal of the Agreement will be in accordance with Local Government Code 271. 903 concerning non-appropriation of funds for multi-year contracts.

3. Modification. The terms and conditions of this Agreement may be modified upon the mutual consent of all Parties. Mutual consent will be demonstrated approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both Parties.
4. Termination. Either party may terminate this Agreement upon written notice to the other party if such other party has failed to make a required payment or otherwise materially breached any term or provision of this Agreement and such failure or other breach has remained uncured for a period of ten (10) business days following written notice from the non-breaching party in accordance with the notice provisions of Paragraph 14.

Following the initial term of this Agreement, either party may terminate this Agreement at any time with or without cause by giving the other party one hundred twenty (120) days written notice in accordance with Paragraph 14 herein. In the event that a party does not give the other party notice of termination as herein provided, this Agreement shall automatically renew annually for successive one (1) year periods. The City and BISD agree this Agreement may be terminated at any time by the mutual agreement of the parties, and shall terminate upon the cessation of all clinical services by the Service Provider. Upon receipt by the City of a notice of termination of the City's Contract for Services from the Service Provider, the City shall deliver a copy of the termination notice to BISD within ten (10) calendar days, in accordance with Paragraph 14 herein. All representations and warranties of the Parties and all payment obligations that accrued prior to the effective date of termination shall survive termination of this Agreement.

5. Hold Harmless. The City and BISD agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the services or functions performed under this Agreement.
6. Invalidity. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
7. Cost Sharing. All operating costs associated with the operation of the center shall be paid equally by the City and BISD for the first year of joint operations. In preparation for the second year of

operations, the City and BISD will agree upon a cost sharing model determined on a pro rata basis based upon utilization of the Health Center by both parties. City shall invoice BISD for its share of the operating costs and set up costs, which may include personnel costs, within ten (10) calendar days of its receipt of its monthly invoice from the Service Provider. All payments required to be made by either party shall be made from current revenue funds, lawfully available to the paying party, and shall be paid within thirty (30) days of receipt of a proper invoice in accordance with the Prompt Pay Act. The City and BISD agree that the payments herein contemplated fairly compensate the Service Provider for the services or functions performed under this Agreement.

8. Status of Employees. All personnel of the Health Center shall be employed by the Service Provider and shall only be entitled to the benefits of the contracted Service Provider. Employees of the Health Center shall not be employees of either the City or BISD. The Service Provider shall retain supervision and control of its employees at all times under this Agreement.
9. Equipment and Supplies. All equipment and supplies purchased for the Health Center under the terms of the City's Contract for Services shall become the property of the City.
10. Reports. Health Center utilization reports shall be provided to BISD under the terms of the City's Contract for Services.
11. Qualified Employees and Dependents. The City and BISD each agree to allow the Service Provider access to a health information network in order to verify eligibility and to ensure only individuals enrolled in the City's group health insurance plan or BISD's self-insured group benefit risk pool are utilizing the center.
12. Governance. Daily operations of the Health Center shall be under the control of the Service Provider under the terms of the City's Contract for Service. The hours of operation and location of the Health Center are terms of the City's Contract for Service and may be modified by agreement between City and the Service Provider. City and BISD shall create a joint advisory committee to be comprised of three (3) representatives each from the City and BISD for the purpose of evaluating and making recommendations regarding Health Center operations, proposals concerning changes in hours of operation and location, and a name change for the Health Center.
13. Execution. If the governing body of a party is required to approve this Agreement, it shall not become effective until approved by the governing body of that party. In that event, this Agreement shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party.
14. Written Notice. Unless otherwise specified, written notice shall be deemed to have duly served if delivered in person or sent by certified mail to the last business address listed herein.

City of Bryan:

Risk Management
City of Bryan
Attn: Cynthia Kirk, Risk Manager
300 S. Texas Avenue
Bryan, Texas 77803

Bryan Independent School District:

Risk Management
Bryan ISD
Attn: Ronnie O'Neal, Risk & Benefit Manager
101 N. Texas Avenue
Bryan, Texas 77803

15. No Joint Enterprise. This Agreement is not intended to create a joint enterprise. By entering into this Agreement, the parties are undertaking a governmental function or service the purchase of which is to further the public good. The parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement. The parties do not have an equal or mutual right of control.
16. Compliance with Applicable Law. The Parties agree to comply with all applicable federal and state laws (including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) regarding patient privacy).
17. Entire Agreement. It is understood this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
18. Amendment. This Agreement may only be amended by the mutual agreement of the parties hereto in a writing signed by a duly authorized representative of each party and attached to and incorporated into this Agreement. All amendments to the Agreement shall be submitted to the governing bodies of the City and BISD for their consideration and approval.
19. Texas Law. This Agreement has been made under and shall be governed by the laws of the State of Texas.
20. Place of Performance. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
21. Authority to Enter Contract. Each party has the full power and authority to enter into and perform this Agreement and the person signing the Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
22. Waiver. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

23. Agreement Read. The parties acknowledge that they read, understand and intend to be bound by the terms and conditions of this Agreement.

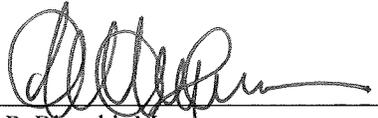
24. Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.

Executed this 30 day of July, 2015

ATTEST:

CITY OF BRYAN:

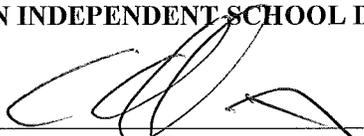

Mary Lynn Stratta, City Secretary


FOR Jason P. Bienski, Mayor

APPROVED AS TO FORM:


Janis Hampton, City Attorney

BRYAN INDEPENDENT SCHOOL DISTRICT:


David Stasny, Board President


Felicia Benford, Board Secretary

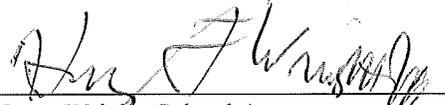

Harry Wright, School Attorney

EXHIBIT 1
SERVICES

The Service Provider will:

- Employee licensed and competent clinic personnel, who shall:
 - be subject to employment guidelines specified by the Provider;
 - shall at all times be deemed an employee of the Provider, not the City;
 - perform services as authorized by this Agreement and in accordance with the applicable State licensure rules, regulations and laws;
 - practice under the supervision of the assigned Medical Provider if necessary

- at all times under this Agreement provide within the City of Bryan a site of sufficient size for the practitioner and staff to perform medical services to the Patients as required herein;

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