

Christian County Commission 100 West Church St, Room 100 Ozark, MO 65721

SCHEDULED

Meeting: 11/15/22 08:30 AM Department: County Clerk Category: Meeting Items Prepared By: Paula Brumfield Initiator: Paula Brumfield Sponsors: DOC ID: 5370

MEETING ATTACHMENTS (ID # 5370)

Meeting Attachments

ATTACHMENTS:

- 111522 CERTIFIED COURT ORDER NO. 11-08-2022-01 (PDF)
- 111522 Suddenlink Business Agreement (PDF)
- 111522 Emergency Purchase Locks Changed (COUNTY CLERK) (PDF)
- 111522 AWARD LETTER CareATC Onsite Employee Medical Clinic (PDF)
- 111522 CareATC Health Center Service Agreement (PDF)
- 111522 STGi Proposal Onsite Employee Medical Clinic (PDF)
- 111522 S & H Farm Supply UTV Discussion and Decision of Missouri State Bid (PDF)
- 111522 County Chamber Membership and Benefits Review (PDF)

The Treasurer is hereby ordered to pay the following entities:

2022 #310 Sales Tax R#: 6078 November 7, 2022 Road & Bridge Sales Tax

October 2022 Term

Sales Tax #310 Received 419,157.65 CKS Common Road I 30.98% 129,855.04 231-49290 Common Road II 30.39% 127,382.01 232-49290 Common Road I 17,708.33 231-49290 **Common Road II** 17,250.00 232-49290 **Budget Apportionment Common I Total** 147,563.37 221-800-59501 Common II Total 144,632.01 221-800-59502 Amount To Remain in Popl 126,962.27

15 100 22 ssioner Ralph Philips Presiding Commi 11 / f C 2)-Wester fer, Hosea, Bilyeu Ommissioner 11/15/22 Eastern Commissioner Lynn Morris

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 8th day of November,

2022. DATUMI

Kay Brown, Clerk of the County Commission



KB 9:50 a.m.

COMMENTS OF FRANK

	PROPERTY	ACCESS	AGREEMENT
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SUDDENLINK LEGAL ENTITY: Cequel Communications, LLC dba Suddenlink Communications ("Suddenlink")

OWNER INFORM	<u>AATION ("Owner")</u>
Legal Name:	ristian County Commission
-	100 W. Church Street
Phone Number:	417-582-4300
For Service At (A	ddress): See attached address on Excel Spreadsheet

Owner grants permission to Suddenlink, and or any of its affiliated entities, to attach, install, maintain, operate, upgrade and remove cable and other broadband related equipment and devices ("Equipment") to the building(s) listed at the above address ("Premises"), at no cost to Owner, in order to provide broadband communication services, by cable or wireless, to tenants at the Premises and to buildings in the area. In addition, Owner grants Suddenlink a right of reasonable access within the Premises to connect, disconnect,

perform maintenance, and change service to units during normal business hours, or as otherwise agreed upon between Suddenlink and the tenant at the Premises.

Suddenlink agrees to indemnify and hold harmless Owner for any damage caused by Suddenlink in the installation, operation, or removal of its Equipment. Suddenlink further agrees to promptly repair any damage that directly results from the installation, maintenance, or removal of its Equipment.

All Equipment shall remain the property of Suddenlink. Upon termination of service to Premises, Suddenlink shall have the option to remove its Equipment, render it inoperable or leave any or all of it in place. Such Equipment may not be utilized by any third party without the express prior written consent of Suddenlink.

Suddenlink's rights hereunder shall remain in effect for a period of five (5) years commencing upon execution of this Agreement by Suddenlink. Thereafter, this Agreement shall automatically renew for additional one (1) year periods unless terminated by either party upon thirty (30) days written notice prior to the date on which this Agreement would have otherwise renewed.

This Agreement and all the provisions hereof shall be binding upon the parties hereto and their respective successors and assigns. Owner may assign this Agreement upon transfer of the Premises upon prior written notice to Suddenlink.

The signatories hereto represent that they have the legal right, power, and authority to enter into this Agreement on behalf of the parties and to bind such parties to perform their respective obligations hereunder.

Cequel Communications, LLC dba Suddenlink Communications	Owner Legal Entity
Signature:	Signature:
Name:	See Commission Signature Page Attached
Titte:	Title:
Date:	Date:



BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF CHRISTIAN	CONTRACTOR
By: Ralph Phillips, Presiding Commissioner	Company Name:
By: U Nu 11/15/22	Ву:
Lynn Morris, Eastern Commissioner	Title:
By: <u>Hosea Bilyeu</u> , Westein Commissioner	Ву:
	Title:
ATTEST BY: Kay Brown, Christian County Clerk	
Approved as to form:	
By: John W. Housley, Christian County Counselor	

Note: There is no costs associated with this contract for Christian County Commission.

Customer Legal Business Name:	Christian County Commission
Service address (spreadsheet for multiple):	1106 W. Jackson Street, Ozark, MO 65721
Specific Demarc Info: (Floor, Suite, Room)	Resource Management Building (P&Z and Highway Department)
Billing address:	100 W. Church Street, RM 100, Ozark, MO 65721
Customer's Federal Tax ID:	44-6000473

The following 7 contact Roles are required for our PM and for us to successfully launch the fiber order.

Decision Maker/Agreement Signer	
Name & Title	Ralph Phillips, Presiding Commissioner
Phone Number	417-582-4300
Email Address	countycommission@christiancountymo.gov
E-Level Contact	
Name & Title	Amber Bryant, HR Director
Phone Number	417-582-4307
Email Address	abryant@christiancountymo.gov
Primary Order Contact	
Name & Title	Bill Rawlings, IT Manager
Phone Number	417-582-5131
*Secondary Phone Number	
Email Address	brawlings@christiancountymo.gov

Email Address *if two numbers aren't provided, we will need a secondary order contact.

Secondary Order Contact*	
Name & Title	Jon Jackson, IT Technician
Phone Number	417-839-2087
Email Address	jjackson@christiancountymo.gov

*Only needed if we do not have two phone numbers for the primary order contact.

Primary Billing Contact		
Name & Title	Christian County Commission	
Phone Number	417-582-4369	
Email Address	invoices@christiancountymo.gov	
Install/Local Contact		
Name & Title	Bill Rawlings, IT Manager	
Phone Number	417-582-5131	
Email Address	brawlings@christiancountymo.gov	
Maintenance Contact		
Name & Title	Richard Teagues, Maintenance Manager	
Phone Number	417-839-3186	
Email Address	maintenance@christiancountymo.gov	

Requested Contract term length:	
Requested due date:	
Provider/Product/Bandwidth requested:	

Emergency Purchase - County Clerk's Office - Locks Changed

This will be discussed in the November 15th meeting so that it may be reflected in the minutes. <u>We will</u> present this under the Financials.

This does not need a vote by the Commission. <u>A record of the emergency purchase shall be stated in</u> the Commission's next regularly scheduled minutes.

BACKGROUND FOR COMMISSIONERS:

A County Clerk employee leave the county abruptly. Due to this separation of employment, locks to the department doors needed to be changed immediately. With the election at hand, it was a security issue.

As Purchasing Agent and under the 50.780.2 RSMo., I am declaring this an emergency purchase under the guidelines of "where there exists a threat to public health, welfare, or safety ...".

Per the Christian County Procurement Manual – Emergency Procurements – 50.780.2 RSMo Emergency Procurements – 50.780.2 **RSMo Notwithstanding any other provisions of this policy, and by direction of the Christian County Commission, the Purchasing Agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety**; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. In the case of a major disaster affecting County operations caused by weather, terrorism, war, accidents, explosions, Acts of God, etc. the Presiding Commissioner could enact the emergency purchasing policy to cover whatever goods and/or services may be necessary to stabilize the County's operations. A written documentation of the basis for the emergency and for the selection of a particular contractor shall be documented on the Emergency Procurement Form and submitted to the Purchasing Department by the requesting department. As soon as practicable, a record of such emergency procurement shall be made and maintained in the Purchasing Department contract file and shall set forth the contractor's name, the amount and type of contract, a listing of the item(s) procured under the contract, and the identification of the contract file.

AMOUNT: \$264.59 – Jay Key Service

A requisition for the purchase was put in the system after the fact.

Note: The Auditor approved the funds.



Christian County Commission

100 W. Church Street Room 100 Ozark, Missouri 65721 (417)582-4300 Ralph Phillips Presiding Commissioner

Lynn Morris Eastern Commissioner

Hosea Bilyeu Western Commissioner

November 15, 2022

CareATC, Inc. 4500 S. 129th E. Avenue Tulsa, Oklahoma 74134 Mara Sikorski, MPH, CPH Vice President Business Development 386-383-8072 marasikorski@careatc.com

Re: Award of Onsite Employee Medical Clinic

The Christian County Commission voted in session today to award the Onsite Employee Medical Clinic to CareATC, Incorporated. The contract is for 36 months with options to renew.

Your point of contact will be Amber Bryant. Ms. Bryant can be reached at 417-582-4307 or abryant@christiancountymo.gov.

We look forward to working with you.

Hosea Bilyeu () Western Commissioner

Ralph Phillips

Eastern Commissioner

ener Presiding Commissioner Eas



CO-FOUNDER THEODORE L. JOHNSON, III

MEMBERS

CRAIG F. LOWTHER MICHAEL K. CULLY * JOHN W. HOUSLEY DAVID A. FIELDER GLENN P. GREEN THOMAS M. BENSON RANDY J. REICHARD LEE J. VIOREL RUSSELL W. COOK 1.2 MATHEW L. PLACZEK AARON M. KLUSMEYER KYLE HARMON GREGGORY D. GROVES N. AUSTIN FAX ADLAI GROVES MEGAN N. CRESON

ASSOCIATES

AIMEE L. MORRISON KENNETH A. BECK KEVIN A. SCHARF B. JACOB HASKINS

* ALSO ADMITTED IN ARKANSAS ? ALSO ADMITTED IN KANSAS

DIRECT EMAIL MOUSLEY@CONTHERJOHASON COM

901 ST. LOUIS STREET 20⁻⁻⁻ FLOOR SPRINGFIELD, MISSOURI 65806-2592 TELEPHONE : (417) 866-7777 Ex1 FACSIMILE : (417) 866-1752

<u>WEB</u> www.lowtherjohnson.com October 26, 2022

Via email: <u>khopkins@christiancountymo.gov</u>; <u>rphillips@christiancountymo.gov</u>; <u>hbilyeu@christiancountymo.gov</u>; and <u>Imorris@christiancountymo.gov</u>

Kim Hopkins-Will 202 W Elm Street Ozark, MO 65721

Christian County Commissioners 100 W Church St. #304 Ozark, MO 65721

RE: CareATC Agreement Matter ID 23385-000

Dear Kim and Commissioners:

Per your request I have reviewed the Health Center Service Agreement CareATC, Inc., as proffered to memorialize the agreement between the County and CareATC to provide covered medical services to County employees under our employer-sponsored group health plan. After reviewing the Agreement, I have made certain revisions.

First, I have amended paragraph 4(d) to add a new subparagraph (e) and a new non-appropriation paragraph, designated as paragraph 14 in the Agreement, since the initial term of the Agreement is specified to be 3 years. The non-appropriation paragraph has been added so that the current County Commission is not contractually obligated to pay CareATC the fee set forth in Exhibit B beyond the current physical year so as not to bind future County Commissions or result in a debt which the County cannot pay in the future.

The County Auditor can only certify there is an unencumbered balance available to pay this Agreement for the current physical year in which it will commence.

Further, I have modified paragraph 15 entitled Indemnification to add a new paragraph after the initial paragraph to clarify that the County's indemnification obligation will not be considered as a waiver of our defenses of sovereign immunity, official immunity, or public duty doctrine. This follows up on the initial sentence of paragraph 15 which references that each party's indemnity obligation is only "to the extent permitted by law". These provisions were added to prevent indemnity claims being asserted against the County in an unlimited amount beyond our sovereign immunity under the County's sovereign immunity

October 27, 2022 Page 2

under Section 537.600, RSMo, 537.610, RSMo. and Article 6, Sections 23 and 25 of the Missouri Constitution, Pennell v. Greene County, 992 S.W.2d 258 (Mo. App. S.D 1999) and Missouri Attorney General Opinion No. 138-87 (December 18, 1987) which provides that a governmental entity cannot enter into a contract agreeing to indemnify and hold harmless a vendor because it would have the effect of waiving the entity's sovereign immunity. The Attorney General has declared such contracts are "void".

Other than the foregoing revisions to the Agreement, the balance thereof is approved as to form. I have signed the revised Agreement, which is attached hereto.

If you or the Commission have any questions, please call me.

Very truly yours,

LOWTHER JOHNSON Attorneys at Law, LLC

Tousley

JWH:kls



CareATC, Inc. 4500 S 129th E Ave., Tulsa, Oklahoma 74134 United States

HEALTH CENTER SERVICE AGREEMENT

THIS HEALTH CENTER SERVICE AGREEMENT ("Agreement") is entered into as of the last signature date below ("Effective Date") by and between **CareATC**, **Inc.**, an Oklahoma corporation, ("CareATC") and County of Christian, a/n a political subdivision of the State of Missouri ("Client") in its capacity as Plan Administrator of Client's Plan. Together CareATC and Client may be referred to as the "Parties."

WHEREAS, CareATC typically provides Covered Services, as that term is defined in EXHIBIT A, through private medical health centers to employers for the benefit of employees and other eligible participants; and

WHEREAS, Client has an employer-sponsored group health plan and would like to offer certain Plan participants eligible for Covered Services ("Eligible Participants") access to private medical health centers to obtain certain Covered Services; and

WHEREAS, CareATC and Client acknowledge that the success and effectiveness of the Covered Services offered by CareATC is greatly dependent upon the communication between the Parties regarding changes in staffing, formularies, and the health centers as well as the support and collaboration between the Parties regarding education and participation of Client's workforce, allowing sufficient health center hours of operations, and providing suitable premises for a health center; and

WHEREAS, "Plan Administrator" is the Employee Benefit Plans Committee of the Client ("Plan Sponsor") that has administrative and fiduciary oversight of the Plans. Under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the Health Insurance Portability and Accountability Act of 1996, as amended (with the security provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the prohibitions on use and disclosure of genetic information under the Genetic Information Nondiscrimination Act ("GINA") and the regulations implementing HIPAA, HITECH, and GINA found at 45 CFR Parts 160 and 164, collectively, "HIPAA"), the Client is a separate entity, distinct from the Plan Sponsor. Plan Administrator determines plan design and interpretation for Client.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, Client and CareATC hereby agree as follows:

1. Scope of Work

(a) Performing Covered Services - At On-Site

CareATC shall perform the services designated on EXHIBIT A to this Agreement (the "Covered Services") at the on-site health center(s) at locations as identified in EXHIBIT A (the "Onsite Health Center" or "Health Center"), which shall be dedicated to providing Covered Services for Client's Eligible Participants. The Health Center may be staffed with any or all of the following: physicians, physician assistants, nurse practitioners, nurses, registered nurses, licensed practical nurses, medical assistants or other medical support staff (collectively, "Health Professionals"); provided, however, CareATC shall staff the Onsite Health Center with Health Professionals as identified in EXHIBIT B to this Agreement. It shall be CareATC's responsibility in its sole professional discretion to identify, qualify, select, manage, contract with, or otherwise engage, Health Professionals for the provision of Covered Services in accordance with the terms of this Agreement, and in compliance with applicable federal, state, and local law. However, CareATC will consider any objections by the Client regarding any Health Professional and take appropriate action, including replacement of a Health Professional upon the reasonable request of Client.

- (b) The Health Center(s) will be available to those Eligible Participants that are designated as eligible to have access to the Health Center(s) by Plan Administrator and/or Client and who are communicated to CarcATC as being eligible by Plan Administrator and/or Client. Eligible Participants will not be required to use the Health Center(s), or any service provided by CareATC.
- (c) CareATC may furnish a temporary Health Professional to perform Covered Services when a permanent Health Professional is unavailable. When operationally feasible, CareATC may provide coverage through a virtual visit with a CareATC provider. Temporary coverage shall be considered a period not to exceed ninety (90) days. CareATC may replace an existing Health Professional on a permanent basis to perform Covered Services following written notification to Client.
- (d) CareATC is a Covered Entity, and the Health Professionals are part of CareATC's workforce for purposes of HIPAA.
- (e) The Parties may not expand the scope of Covered Services as reflected on EXHIBIT A unless both Parties have agreed to the change in writing.

2. Fees

Client agrees to pay CareATC in accordance with the fee schedule described in EXHIBIT B to this Agreement.

3. Rate Guarantee

The Fees set forth in EXHIBIT B, save and except Personal Health Assessments and COVID-19 Vaccinations, shall remain in effect for the Initial Term of this Agreement, as defined in Section 4 below. In subsequent renewal terms, the fees in EXHIBIT B will increase the greater of (i) three percent (3%) or, (ii) the increase in the Consumer Price Index ("CPI") issued by the U.S. Department of Labor, Bureau of Labor Statistics, for Medical Care (Physicians') Services.

4. Term and Termination

- (a) The term of this Agreement is three (3) years from the Effective Date ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year terms beginning after the expiration of the Initial Term (each a "Renewal Term"). The Initial Term and the Renewal Term may be referred to collectively herein as the "Term."
- (b) Either Party may terminate the agreement at the end of a Term by providing the other Party with 90-days written notice
- (c) Neither Party may terminate this Agreement without cause.
- (d) Notwithstanding the above, either party may terminate this Agreement, effective immediately, upon written notice to the other Party, if any of the following events occur:
 - (i) the other files a voluntary petition in bankruptcy;
 - (ii) the other is adjudged bankrupt;
 - (iii) a court assumes jurisdiction of the assets of the other under a federal reorganization act;
 - (iv) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other;
 - (v) the other becomes insolvent or suspends its business; or
 - (vi) the other makes an assignment of its assets for the benefit of its creditors.

In the event of any termination of this Agreement by CareATC pursuant to this Section 4.(d), Client shall be liable for the total amount that would have been payable to CareATC under this Agreement had the Agreement continued in force for the entire Initial Term (or any then current Renewal Term) and this obligation shall survive termination of this Agreement. Any such amounts owed by Client shall be immediately due and payable upon any such termination of this Agreement.

- (e) Client may terminate this Agreement under the Non-Appropriation provisions of Paragraph 14 hereof without Client incurring any termination obligation or fees, including but not limited to penalties, termination charges or suture payment obligations.
- (f) Not in limitation of any record maintenance or other obligations CareATC may have under applicable law, in the event this Agreement is terminated, CareATC agrees to coordinate with Client to arrange for (subject to applicable federal and state law, including but not limited to HIPAA) the secure transfer of a copy of the electronic medical records for each Eligible

Participant in a format specified by Client to a successor healthcare provider who will provide services at such locations as are designated by Client, with such secure transfer to be undertaken at Client's sole cost.

5. Breach and Remedies

If a Party commits a material breach of this Agreement, the non-breaching Party shall provide written notice of the breach to the breaching Party. Upon receipt of such notice, breaching Party shall have an opportunity to cure such breach within thirty (30) days. If the breaching Party fails to fully cure its breach within such thirty (30) day period, the non-breaching Party may terminate this Agreement for cause.

6. CareATC Responsibilities

In addition to the responsibilities within the scope of work set forth in Section 1 above, CareATC shall have the responsibilities identified below during the Term of this Agreement.

- (a) CareATC will provide Client the standard technical and facility specifications listed in EXHIBIT C CareATC reserves the right to make changes to those specifications to the extent that the Accreditation Association for Ambulatory Health Care ("AAAHC") standards are changed; provided, however, that CareATC will communicate any such changes to Client prior to the effective date of change. CareATC will also be responsible for notifying Client if the Onsite Health Center does not meet the requirements in EXHIBIT C or if updates are needed to ensure compliance with all legal and regulatory standards for the provision of Covered Services.
- (b) CareATC shall render all services under this Agreement diligently and in good faith, in accordance with industry standards and in compliance with the state and federal law and/or regulations that apply to either Party or such services, including, but not limited to, HIPAA and ERISA ("Applicable Law"), to the extent applicable. CareATC will discharge its obligations under this Agreement with that level of care, skill, prudence and diligence under the circumstances then prevailing, that a prudent administrator acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. CareATC represents, warrants, and covenants that all services and obligations identified under this Agreement will be performed and/or provided:
 - (i) in a professional manner by personnel with licensure, training and experience appropriate to the responsibilities they are to perform;
 - (ii) in accordance with the terms of this Agreement, including all attachments;
 - (iii) in accordance with the standard of care exercised by other diligent and prudent professionals performing similar services; and
 - (iv) in compliance with Applicable Law.
- (c) CarcATC shall have all licenses, permits, and other authorizations necessary to operate the Health Center and provide the Covered Services under this Agreement. CareATC shall obtain

all such licenses, permits, and other authorizations necessary to operate the Onsite Health Center prior to the date Covered Services are provided at the Onsite Health Center (the "Onsite Health Center Opening Date").

- (d) CareATC shall purchase supplies and equipment that are commonly needed for the operation of the Health Center and to provide the Covered Services. These supplies include the standard formulary and non-dispensing drugs, disposable and non-disposable medical supplies, and standard laboratory services. CareATC will ensure that a regular inventory of all supplies is maintained. CareATC will maintain lists of the standard formulary, laboratory services and other supplies. These standard lists may be periodically reviewed and modified.
- (c) CareATC will arrange for lab services, including courier pick-up.
- (f) CareATC will arrange for the pickup and disposal of medical waste in full compliance with applicable law, codes, regulations, and requirements.
- (g) CareATC will provide Eligible Participants who participate in the Personal Health Assessment ("PHA") program with an individual PHA report and access to electronic individual reports via the CareATC mobile app and secure Internet Client Portal. These individual PHA reports will not be available to Client and/or Plan Administrator unless the Eligible Participant completes and signs a HIPAA authorization authorizing CareATC to release the report(s) to Client and/or Plan Administrator. However, aggregated de-identified data that is HIPAA-compliant shall be provided to Client upon request.
- (h) CareATC will contract with "Health Professional(s)" to provide services to Client at the Health Centers and will indemnify, hold harmless and defend Client, Plan Administrator, their officers, directors, affiliates, employees, contractors and agents for the acts and/or omissions of such Health Professionals. Additionally, CareATC shall require that all Health Professionals will:
 - (i) Have the right to determine his/her own means and methods of providing Covered Services with oversight and quality control functions performed by CareATC's Medical Director, Physician Leadership Group and Medical Executive Committee;
 - (ii) In accordance with the terms and conditions of the Plan, give due consideration to making referrals for additional medical care to health providers identified by Client as "in network or preferred" for purposes of the Plans;
 - (iii) Not bill or otherwise solicit payment from Eligible Participants, their dependents, Client, or Client insurers or benefit plans, for the Covered Services provided in the Health Center; except those who have a Health Savings Account;
 - (iv) Be required to comply with applicable laws and regulations with respect to the Covered Services; and

- (v) Be required to provide Covered Services in a professional manner consistent with medical services provided in the community.
- (i) CareATC will require all Health Professionals performing services at any Health Center to maintain the following:
 - (i) A license to practice medicine in the State in which the Health Center is located without limitation, restriction, or suspension;
 - (ii) The absence of any involuntary restriction placed on his/her federal Drug Enforcement Agency registration;
 - (iii) Good standing with his/her profession and state professional association;
 - (iv) The absence of any conviction of a felony; and
 - (v) Not be excluded or debarred from any federal health care program.
- (j) CareATC will appoint a Regional Vice President of Operations ("RVP") and a Director of Operations to be responsible for managing CareATC's relationship with Client and overseeing operations of the Health Center. The RVP and their staff will be available to Client to review and discuss any issues with operations of the Health Center or with this Agreement.
- (k) CareATC will not offer for sale or attempt to sell any good or service, other than Covered Services provided under or pursuant to this Agreement, to any Client employee or Eligible Participant.
- (1) CarcATC shall be exclusively responsible for the operation of the Health Centers, including, but not limited to, ensuring that the Covered Services are provided, and the Health Centers (including, all employee, agents, and representatives) operate, in compliance with all applicable laws. Client shall have no responsibility for the operations of the Health Centers or the provision of the Covered Services.

7. Client Responsibilities

(a) Client shall, at its sole cost and expense, provide the Onsite Health Center a space that is compliant with the standard technical and facility specifications listed in EXHIBIT C CareATC reserves the right to make reasonable changes to those specifications, subject to approval from Client. CareATC reserves the right to make changes to those specifications as required by applicable laws, regulations, and standards; provided that the parties shall discuss and agree upon any such changes in good faith and Client shall have a reasonable period to implement any modifications to the Premises required by such changes. CareATC will communicate any changes to the standards prior to the effective date of change.

Other than medical waste that is the responsibility of CareATC and the arranged Health

Professionals, Client is responsible for routine cleaning of the Onsite Health Center, including vacuuming, trash removal and bathroom cleaning, if applicable, on a daily basis.

- (b) Client shall direct designated employees of Plan Sponsor to create a list of employees and dependents who are Eligible Participants and provide such list to CareATC from time to time (but at least once per calendar month, no later than the 20th day of each month). Such list shall include a unique identifier for each person as agreed upon between CareATC and Client. Plan Sponsor may delegate this task to a third-party vendor as permitted by applicable law. The eligibility file will contain Eligible Participants' contract information including first name, last name, date of birth, email, phone, and mailing address, where feasible, for the purposes of patient outreach and activation.
- (c) The Plan Administrator shall communicate the existence of the Health Center, the hours, and locations to all Eligible Participants. Client shall permit Eligible Participants to access the Health Center during the workday.
- (d) The Plan Administrator shall determine how the Health Center and the provision of Covered Services are to be integrated with Client. The Plan Administrator is responsible for amending or drafting any plan terms or summaries, as necessary, to establish the Health Center as a component benefit under Client (or such other structure as may be determined by Plan Administrator) for Eligible Participants. In doing so, Client and/or Plan Administrator are responsible for following all ERISA (if ERISA is applicable) and other applicable laws.
- (e) The Plan Administrator shall communicate any changes to, and/or the creation of, any benefit plans to Eligible Participants that result from the execution of this Agreement. The Plan Administrator will also communicate to CareATC any changes to and/or the creation of any benefit plans impacting the Covered Services.
- (f) Client acknowledges that CareATC has developed a set of standard health center operational policies in order to maintain AAAHC accreditation of the Health Center and Client agrees to support and adhere to those standard policies including maintaining weapon free and non-smoking Health Center.
- (g) Client and/or Plan Administrator will not discriminate with regards to Health Center Eligible Participant status on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation or prohibits discrimination.
- (h) Client does not engage in the practice of medicine with CareATC and will not have any direct or indirect control over CareATC, the Health Center, or any employed or contracted personnel of CareATC and/or Health Professionals.
- (i) Client will reasonably assist CareATC to obtain patient consent for engagement strategies and digital outreach. Client and CareATC will jointly develop marketing communication and engagement strategies.

8. Insurance and Liability

(a) CareATC Insurance.

CareATC will obtain and maintain the following coverages at all times during the Term of this Agreement:

(i) Commercial General Liability

\$1,000,000 per occurrence and \$3,000,000.00 in aggregate of Comprehensive General Liability including independent contractors, contractual liability, and broad-form property damage endorsements, naming Client as additional insured.

(ii) Professional Liability

\$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate with an insurance company on behalf of CareATC, all Health Centers, and all Health Professionals employed or engaged to provide services.

(iii) Worker Compensation

As required by applicable statutes. Employers' Liability requirements of \$1,000,000 each accident, \$1,000,000 disease aggregate, \$1,000,000 disease each employee.

(iv) Cyber Liability

\$5,000,000 policy aggregate limit for all damages, claims expenses, penalties and PCI fines, expenses, and costs.

(v) Automobile, Non-Owned Automobile and Hired Auto Liability

\$1,000,000.00.

(vi) Commercial Property

Replacement value of property owned by CareATC maintained at Health Center.

(vii) Umbrella

\$10,000,000 to provide excess limits when the limits of the underlying policies (Section 8.(a)(i), Section 8.(a)(iii) & Section 8.(a)(v)) are exhausted by payment of claims.

(viii) Employee Dishonesty/Crime Coverage

\$500,000; \$500,000 Employee Theft.

Upon request, CareATC shall provide to Client Certificates of insurance required herein, within thirty (30) days of such request. All insurance coverage shall be written with Insurance Companies authorized to do business in the State of Oklahoma, and rated no less than A-, VII in the latest A.M. Best rating guide.

CareATC will provide Client with at least thirty (30) days written notice before the change, cancellation or non-renewal of any insurance coverage contemplated by this Agreement.

(b) Client Insurance

Client will obtain and maintain the following coverage at all times during the Term of this Agreement:

(i) Comprehensive General Liability - \$1,000,000.00 per occurrence / \$3,000,000.00 in aggregate of Comprehensive General Liability insurance including premises, independent contractors, contractual liability, and broad form property damage endorsements, naming CareATC as Additional Insured.

Client will provide CareATC with at least thirty (30) days written notice before the change, cancellation or non-renewal of any insurance coverage contemplated by this Agreement.

Upon request, Client shall provide to CareATC proof of insurance coverage, within thirty (30) calendar days of such request.

Upon request, Client shall provide to CareATC Certificates of insurance required herein, within thirty (30) days of such request. All insurance coverage shall be written with Insurance Companies authorized to do business in the state of Missouri and rated no less than A-, VII in the latest A.M. Best rating guide.

9. HIPAA

- (a) Both Parties agree to comply with all applicable federal and state laws governing the confidentiality, privacy, and security of health information, including but not limited to HIPAA.
- (b) In the event of a breach of PHI held by CareATC with respect to a Health Center Eligible Participant, CareATC shall immediately notify Client and mitigate, to the extent practicable and at CareATC's expense, the effects of the breach. Further, CareATC shall fulfill all reporting and notification obligations required under state and federal law, in consultation and cooperation with Client, at CareATC's expense.
- (c) Notwithstanding this Section 9, the provisions of that certain Business Associate Agreement executed or to be executed between the Parties shall prevail with respect to any PHI that Client provides to CareATC in CareATC's capacity as Client's business associate.
- (d) CareATC, on behalf of itself and its affiliates (collectively, the "CareATC Entities") represents and warrants that the CareATC Entities will comply with all applicable laws that govern the privacy, security, confidentiality or processing of personal information, health information, dental or medical records, health care claim adjudication records, or other records generated in the course of providing or paying for health care services, including but not limited to HIPAA (collectively, "Privacy Laws"). CareATC, on behalf of the CareATC Entities further represents and warrants that the CareATC Entities have taken or will take by the Effective Date all reasonable steps to protect the confidentiality, integrity, availability and security of its systems and data in all material respects and that it will implement and maintain a reasonable and appropriate privacy and data security program with plans, policies, procedures, and other security measures for privacy, physical and cybersecurity, backup, disaster recovery, business

continuity and incident response, including reasonable and appropriate administrative, technical and physical safeguards and workforce training to protect PHI, personal information and the CareATC Entities' systems from any unauthorized access, destruction or other processing. CareATC, on behalf of the CareATC Entities, represents and warrants that it has or will have by the Effective Date, implemented and maintain written privacy and security policies and procedures, conducted a comprehensive security risk assessment and maintain all other documentation as required by the Privacy Laws.

10. Medical and PHI Records; Privacy

- (a) CareATC and Client agree that all PHI and medical information and records applicable to this Agreement will be subject to HIPAA and other privacy rules.
- (b) Medical records shall be maintained with respect to all the Eligible Participants who are patients in a professional manner. Health Professionals will maintain such medical records consistent with the accepted medical standards of practice in the medical community in which the Health Professionals provide Covered Services, and consistent with HIPAA.
- (c) All medical records for services provided to Eligible Participants by CareATC under this Agreement will belong to CareATC; however, CareATC agrees to coordinate with Client with respect to the transfer of such records upon termination of the Agreement in accordance with Section 4 and applicable law.
- (d) CareATC will provide Eligible Participants with its Notice of Privacy Practices and make a copy of the Notice available on its website.
- (c) Notwithstanding the above terms, Client will have access to records pertaining to work-related injuries reimbursable by Client, to the limited extent permitted by law.
- (f) All obligations to maintain confidentiality of health information will survive termination of this Agreement indefinitely.
- (g) CareATC will maintain complete and accurate records of all services performed, all employee and contractor records, all receipts and disbursements, and all other records, related to this Agreement for seven years or such greater period as may be required by law from the date of service or cost accrual ("Retention Period").

11. Use of Name, Logos, etc.

(a) Except as expressly set forth herein, CareATC will, at all times, exclusively retain all right, title and interest in and to the following materials (collectively, "Licensed Materials"): (i) any marketing collateral supplied by CareATC hereunder; and (ii) logos, trademarks, trade names and service marks of CareATC, Inc. To the extent CareATC does not own the Licensed Materials, it has a license to use them for the purposes of providing services under this Agreement.

- (b) Except as expressly set forth herein, Client will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "Client Materials"): (i) any marketing collateral supplied by Client hereunder; and (ii) logos, trademarks, trade names and service marks of Client. Neither CareATC nor any of its affiliates shall use Client Materials or otherwise identify the Client (or any Client affiliate) in any press release, advertising, marketing, or promotion without Client's prior written consent, which consent may be given or withheld in Client's sole discretion.
- (c) During the term of this Agreement, CareATC hereby grants to Client a non-exclusive, nontransferable, royalty-free, revocable right and license (or sublicense, as applicable) to use, market, promote and display the Licensed Materials in connection with the services performed by CareATC hereunder. Except for those rights expressly granted herein, Client shall not grant, nor claim any right, title or interest in the Licensed Materials not mutually developed by the Parties. Similarly, except as expressly set forth herein, Client shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by Client hereunder, and Client logos, trademarks, trade names and service marks.
- (d) Upon termination of this Agreement, as more fully described below, each Party shall immediately cease using the name and logo of the other Party for any purpose. Neither Party shall adopt any trademark, service mark, insignia or logo ("Marks") in combination with or similar to the other Party's Marks without prior written approval. Neither Party will challenge the validity or do anything to impair the value of the other Party's Marks. Any failure of a Party to comply with this Section 11 shall constitute a material breach of this Agreement.

12. Proprietary and Confidential Information

- (a) "Proprietary Information" includes, among other information, all information relating to a party or that party's affiliates' (as applicable) business, employees, contractors, professionals, finances, contracts, strategies, marketing, legal claims, billing and collection practices, insurance, patient lists, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding health centers, staffing models, and delivery systems that the party or the party's affiliates attempts or intends to keep confidential, but is disclosed to the other party in the course of performance of this Agreement.
- (b) Each Party acknowledges that, during the Term of this Agreement, it (the "Receiving Party") may receive or be exposed to Proprietary Information of the other Party (the "Disclosing Party"). Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the term of this Agreement and for a period of five (5) years thereafter, use directly or indirectly, for its own account or for the account of any other person, or disclose to any other person any such Proprietary Information of the other Party or any affiliate of the other Party. Each Party shall take such precautions with respect to the Proprietary Information of the other Party as it normally takes with respect to its own Proprietary Information, but in no event will it exercise less than ordinary care with respect to such information. In the event of a conflict between the terms of this Agreement and terms of any

separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Agreement shall control.

- (c) Notwithstanding anything to the contrary contained in this Section 12, in the event the Receiving Party is required to disclose any Proprietary Information of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this Section.
- (d) Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's Proprietary Information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of such written Proprietary Information.
- (e) Client agrees that CareATC is and will be the author and owner of intellectual property (such as patentable ideas, copyrightable materials, trade secrets, or other ideas) conceived, developed or prepared by CareATC, alone or with others, within the scope CareATC's service provided hereunder. Except as set forth below, Client will not receive any licensing or royalty rights or rights to use copy or adapt any such intellectual property. CareATC may register and hold in its own name all such intellectual property rights. No document or information, authored by CareATC or its affiliates, will ever be deemed a "Work for Hire" for Client. To the extent CareATC prepares any document or information for delivery to Client in CareATC's capacity as a business associate of Client (a "Business Associate Deliverable"), CareATC grants to Client a worldwide, irrevocable, perpetual, royalty-free license to use and copy such Business Associate Deliverable. To the extent that any Business Associate Deliverable contains PHH or other information owned by Client, CareATC makes no claim of ownership to such information.

13. Warranties

- (a) This Agreement is solely for the provision of Covered Services and its existence does not establish any wellness program, corporate policy, program, or policy offered or required by Client. Covered Services are strictly limited to the services designated on EXHIBIT A and this Agreement does not create any obligations of CarcATC or Health Professionals to administer any services not contemplated by this Agreement.
- (b) CareATC is not the "named fiduciary" or "Administrator", as such terms are defined in ERISA (or as used in similar laws governing plans) of the Health Center. In addition, CareATC is not responsible for Client's or Plan Administrator's compliance of any such plan with laws (including ERISA, HIPAA, COBRA, PPACA, Federal or other taxes, and similar requirements)

that govern plan operation and administration except as may be specifically provided in this Agreement.

- (c) CareATC is not responsible for determining whether an individual is an Eligible Participant. CareATC shall rely on the eligibility information provided by Plan Sponsor or its designee pursuant to Section 7.(c) above in allowing access to the Health Center and shall confirm the status of Eligible Participants by reviewing their insurance cards or other evidence of coverage. CareATC will not accept any appeals or claims for eligibility determinations. CareATC will not be liable for any errors or omissions in eligibility information provided to it by Client or Plan Sponsor.
- (d) CareATC is not a law or consulting firm and does not purport to give Client any sort of legal, tax, ERISA or fiduciary advice or guidance with respect to: Client and/or the Plan Administrator's responsibilities under this Agreement; amending any health, medical, or benefits plan offered by Client; formation of a wellness program or separate medical plan; obligations of Client and/or the Plan Administrator under local, state and federal law.
- (c) CareATC, on behalf of the CareATC Entities, represents and warrants to Client and its affiliates that CareATC's performance of this Agreement and its products, software and service deliverables will not infringe upon or violate the intellectual property rights of any other rights of any third party or violate any federal, state and municipal laws.

14. Non-Appropriation

The client currently intends, subject to the non-appropriation provision hereof, to utilize CareATC services through the original 3 year term and to pay CareATC the monthly payments specified in the fee schedule described in Exhibit B attached to the Agreement. Client reasonably has legally available funds in an amount sufficient to make all installment payments during the 2022 budget year. The County Commission will do all things lawful within its power to obtain and maintain funds in its budget from which the installment payments may be made, including making provisions for payments to CareATC to the extent necessary in each proposed annual budget approved by the Christian County Commission in accordance with applicable procedures and state law. Notwithstanding the foregoing, the decision of whether or not to budget or appropriate funds in any budget year during the term of this Agreement is solely within the discretion of the then current Christian County Commission.

Client is obligated to only pay such monthly installment payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Client's then current fiscal year. In the event sufficient funds are not appropriated or are not otherwise legally available to pay the installment payments required to be paid to CareATC in the next occurring fiscal year, as set forth in the payment schedule, this Agreement will be deemed to be terminated at the end of the then-current fiscal period ("Termination Date") without client incurring any termination liability. Client will not be obligated for payments for any fiscal period after the Termination Date. Client agrees to deliver notice to CareATC of such termination at least ninety (90) days prior to the end of the then current original annual term, but failure to give such notice will not extend the term of the Agreement beyond such original term. If this Agreement is terminated in accordance with this Section, Client agrees to peaceably surrender and deliver any equipment to CareATC that is owned by CareATC.

The obligation of Client to pay any fees to CareATC under this Agreement will constitute a current expense of Client and from year to year do not constitute a mandatory payment obligation of Client in any fiscal year beyond the current fiscal year of Client. Client's obligation hereunder will not in any way be construed to be an indebtedness of Client in contravention of any applicable constitutional or statutory limitation or a requirement concerning the creation of indebtedness by Client, nor will anything contained herein constitute a pledge of the general credit, tax revenue, funds or monies of Client or Christian County, Missouri.

15. Indemnification

Each Party (the "Indemnifying Party") agrees, to the extent permitted by law, to indemnify, defend and hold the other Party (the "Indemnitee"), its staff, directors, trustees, officers, agents, affiliates, contractors, employees, successors and assigns, harmless from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to all losses arising out of (i) the breach of any term or condition of this Agreement; (ii) allegations of negligent and/or willful acts or omissions of the Indemnifying Party or any of its affiliates (including, but not limited, to any medical malpractice claims against CareATC and/or any Health Professional); (iii) the violation of any law or any representations or warranties herein by the Indemnifying Party or any of its affiliates; and/or (iv) a Party's use of, access to, or involvement with the other Party's services, systems, computer hardware or software, whether in combination with other products or services (including without limitation any and all claims that a Party's use or access or involvement infringes or impermissibly incorporates any of the intellectual property rights of a third party).

Nothing contained in this Agreement shall be construed or considered a waiver of Client's defense of sovereign immunity, official immunity, or the public duty doctrine.

Additionally, CareATC, on behalf of itself and the CareATC Entities, shall indemnify, defend and hold harmless Client, Plan Sponsor and Plan Administrator, their staff, directors, trustees, officers, agents, affiliates, contractors, employees, successors and assigns from and against (i) any unauthorized use, disclosure or breach of PHI by CareATC, the CareATC Entities or subcontractors; (ii) failure to notify any and all parties required to receive notification of any breach of unsecured PHI; and (iii) any negligence or wrongful acts or omissions by a CareATC Entity or its agents or subcontractors, including without limitation, failure to perform its business associate's obligations under the Business Associate Agreement or HIPAA. Notwithstanding the foregoing, nothing in this Section 14 shall limit any rights of Client to additional remedies under the Business Associate Agreement or under applicable law for acts or omissions of a CareATC Entity or its agents or subcontractors.

In the event CareATC or a CareATC Entity fails to fully perform its breach notification obligations as a result of a breach or suspected breach of PHI, CareATC shall reimburse Client for any and all fees and costs Client incurs to: (i) investigate any suspected or actual breach; and (ii) fulfill notification and reporting obligations under HIPAA (collectively, "Breach Costs"). The Breach Costs shall include but not be limited to any fees and costs related to legal services, forensic investigations, consulting services, credit monitoring services, and call center services.

The Indemnitee shall provide Indemnifying Party with prompt written notice of any claims for which it seeks indemnification. No delay in notice shall excuse the Indemnifying Party's obligations, except to the extent that the Indemnifying Party has been materially prejudiced by such delay. To the extent provided by law, the Indemnifying Party shall defend the Indemnitee at Indemnifying Party's sole expense with legal counsel reasonably acceptable to the Indemnitee. If the Indemnifying Party fails to provide a timely defense, then the Indemnitee may defend with counsel of its own choosing at the expense of the Indemnifying Party. Neither the Indemnifying Party nor the Indemnitee shall enter into any settlement without the prior written consent of the other, which shall not be unreasonably withheld or delayed.

The provisions of this Section 14 shall survive the termination of this Agreement.

16. Notices

All notices, consents, demands, and waivers described in this Agreement must be in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section.) Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid, deemed accepted upon confirmation of email (deemed accepted with.confirmation of transmission), or certified or registered mail (in each case, deemed accepted upon delivery of return receipt requested, or postage prepaid).

(a) If to CareATC:

4500 S 129th E Ave, Ste 191, Tulsa, OK 74134 Attn: Chief Financial Officer

(b) If to Client:

Attention: ______, _____,

17. Independent Contractors

It is expressly understood and agreed that CareATC and Client shall at all times during the Term of this Agreement act as independent contractors on a non-exclusive basis, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of, nor joint venture partner with, the other Party; except as otherwise specifically contemplated herein, neither Party shall function as a principal or agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

Further, nothing contained herein shall be construed to create a partnership, association or other affiliation between CareATC and Client. In no event shall either Party be liable for the debts or obligations of the other except as specifically provided for in this Agreement.

Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. A Party will have the exclusive authority to hire, fire, compensate, assign duties to, and direct its employees. Each Party will be solely responsible to pay any applicable compensation or severance to its employees. Each Party will have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally required or authorized withholdings or payments, to or with respect to its employees. Each Party will be solely responsible for the actions or inactions of its employees.

18. Non-Solicitation

During the Term of this Agreement and for one year thereafter, neither Client nor any Client affiliate will directly or indirectly hire or retain, as a full-time or part-time employee, or on an independent contractor or consultant basis, any Health Professional that performs Covered Services at any of the Health Centers, or otherwise directly or indirectly solicit or encourage any such Health Professional to discontinue performing services for CareATC (whether as an employee or independent contractor or consultant). This clause shall not apply to the response by an employee to a standard advertisement placed by Client or Client affiliate for employment for a certain position. The foregoing obligations will also not apply, if CareATC consents otherwise in writing.

Client acknowledges and agrees that the breach of the restrictive covenants under this Section 17 would cause irreparable harm to CareATC. Each Party agrees that monetary damages alone would not be a sufficient remedy for any such breach, and that, in addition to any other remedy available under this Agreement or in accordance with applicable law, CareATC shall be entitled to specific performance and injunctive and other equitable relief for any such breach hereunder, without the necessity of posting a bond.

19. Federal Contractor

Client and/or its affiliates is an equal opportunity employer and federal contractor or subcontractor. Consequently, the Parties agree that, to the extent applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

20. Miscellaneous

(a) Amendment.

This Agreement may only be amended by CareATC and Client by a writing duly executed by an appropriate officer of CareATC and Client. This requirement is not intended to preclude the Parties from making decisions regarding day-to-day operations.

(b) Assignment.

Neither Party shall have the right to assign or transfer this Agreement or its rights or obligations under this Agreement, voluntarily or by operation of law, without first obtaining the written consent of the other Party, and any attempted assignment or transfer in the absence of such consent shall be void and of no effect. Notwithstanding the foregoing, either party may assign this Agreement to a successor of all or substantially all of the assets or business of such party to which this Agreement relates, whether by merger, sale of stock, sale of assets, or other similar transaction.

(c) Captions.

All Section captions are for reference only and will not be considered in interpreting this Agreement.

(d) Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Dispute Resolution.

- (i) If a disagreement, claim, cause of action, breach, question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement ("Dispute"), such Dispute shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such Dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation the Dispute shall be submitted to a professional mediator in an attempt to resolve the Dispute and, if not resolved in mediation, the Party seeking relief may pursue any remedy available at law or in equity, subject to the terms of this Agreement. Notwithstanding this Section 19.(e)(i), either Party may terminate this Agreement according to its terms and/or seek injunctive relief. The procedure for mediation is set forth below.
- (ii) Mediation. A Party seeking resolution of a Dispute shall provide the other Party with written notice describing the Dispute and requesting mediation. Within thirty (30) calendar days after the delivery date of such notice, the respective Parties shall jointly select a duly qualified mediator to assist the Parties in resolving the Dispute on a mutually acceptable basis. Within a reasonable period of time thereafter, not to exceed forty-five (45) calendar days after selection of such mediator, the Parties shall meet with the mediator in an effort to resolve the Dispute. Mediation of the Dispute shall take place in Tulsa, Oklahoma or at a place mutually agreed to by the Parties. Any resolution reached by the Parties at mediation shall be reduced to writing and shall be executed by the Parties. Each Party shall pay one-half of the fee associated with such mediation.

(f) Entire Agreement.

This document, and all Exhibits, including the Business Associate Agreement (EXHIBIT D, is intended by the Parties as the final and binding expression of their agreement applicable to this subject matter and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

(g) Force Majeure.

The Parties will not have any obligations to provide, or liability for failure to provide, any good or service under this Agreement for any cause beyond the Parties' reasonable control including, without limitation, any Act of God, fire, flood, hurricane, environmental contamination, disruption in utilities, act or order of the other Party or governmental entity, act of terrorism, war, vandalism or other public disruption, destruction of records, disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond the Parties' reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable. This provision shall not relieve either Party of any obligation hereunder in the event of a pandemic or other public health emergency, unless a Party is prohibited, by a binding governmental order, from performing an obligation hereunder (e.g., for example, if health care is deemed to be an essential service in connection with a pandemic, both parties shall be required to perform hereunder).

(h) Further Actions.

Each of the Parties agrees to execute and deliver such further instruments, and to do such further acts and things, as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement.

(i) Good Standing and Authority to Sign.

Each of the Parties has full power to enter into, execute and deliver, and to perform any and all of the obligations under this Agreement. Additionally, the Parties hereto represent and warrant that the undersigned individuals have authority to execute this Agreement on behalf of the Party for which he or she is signing.

(j) Governing Law.

This Agreement and the rights of the Parties hereunder shall be construed and governed by the laws of the State of Oklahoma, to the extent not preempted by federal law, without consideration of or giving effect to any choice of law provision or rule thereof. Any dispute regarding the Agreement shall be filed in the City of Tulsa, Tulsa County, State of Oklahoma.

(k) Headings.

The division of this Agreement into separate articles, sections, subsections and exhibits, and the insertion of headings or captions, are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

(l) Limitation of Liability.

Notwithstanding any provision herein to the contrary, neither Party shall be responsible hereunder for any special, indirect, consequential, punitive, exemplary or incidental damages (and, for the avoidance of doubt, Losses, as defined herein, shall not include any such damages). In addition, notwithstanding any provision herein to the contrary, CareATC, its managers, directors, officers, employees and agents, collectively, shall not be liable to Client or any of Client's respective directors, officers, managers, employees or agents for Losses, which, in the aggregate, are greater than an amount equal to the aggregate 12-month services fees paid to CareATC during the Initial Term or any Renewal Term.

(m) Local, State, and Federal Laws.

Neither Party shall take any action in furtherance of this Agreement, which is illegal under any federal, state, county, or local rules, including without limitation, all statutes, laws, ordinances, regulations or codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws.

(n) No Third-Party Beneficiaries.

No Eligible Participant, and no other person or entity, is an intended third-party beneficiary of this Agreement.

(o) Reporting.

Each Party will notify the other Party within 24 hours of receipt of any administrative, regulatory, legal or other claim or inquiry arising with respect to such Party that may impact, or otherwise relate to, this Agreement.

(p) Severability.

If any provision of this Agreement should be invalid or unenforceable, the remainder of the Agreement will continue in full force and effect as if the invalid or unenforceable portion had never been written, and the remainder of this Agreement will continue to be effective, valid, and enforceable.

(q) Succession.

Subject to the other terms of this Agreement, this Agreement will inure to the benefit of, and be binding on, each Party's permitted successors and assigns.

(r) Waiver.

Either Party may waive any of the terms or conditions of this Agreement at any time provided such waiver is in writing and signed by the Party granting the waiver. No such waiver will affect or impair the waiving Party's right to require the performance either of that term or condition as it applies on a subsequent occasion, or any other term or condition of this Agreement. A Party's failure to object, delay in requiring performance, or other action or inaction, will not be deemed a waiver of any term or condition of this Agreement or consent to a breach.

(s) Exhibits.

The following attachments are incorporated into this Agreement:

EXHIBIT A - Health Center Locations, Schedule, And Covered Services

EXHIBIT B - Fees

EXHIBIT C - Minimum Criteria for Facilities

EXHIBIT D - Business Associate Agreement

EXHIBIT F - Facility Use

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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the last signature date written below.

COUNTY OF CHRISTIAN By: Ralph Phillips, Presiding Commissioner By: Lynn Morris, **Hastern Commissioner** By: Hosea Bilyeu, Western mmissioner

CAREATC

Company	Name:	
Ву:		i
Title:		
Ву:		
Title [.]		

ATTEST BY: Kay Brown, County of Christian Clerk

John W. Housiey, County of Christian Counselor

Approved as to form

By

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Amy Dent, County of Christian Auditor

11/15/22

Confidential and Proprietary

EXHIBIT A CLINIC LOCATIONS, SCHEDULE, AND COVERED SERVICES

On-Site Health Center: TBD

Address:TBDHours:20 hours per weekDays & Time:TBD 3 Days per Week

Health Center Observed Holidays:

New Year's Day Labor Day Martin Luther King, Jr. Day Thanksgiving Day Day after Thanksgiving Memorial Day Independence Day Christmas Day

Covered Services

Services listed below as Optional will be provided for the duration of the Agreement unless Client provides written notice by 6 months prior to recruitment is required to provide the services (the "Deadline").

A. Personal Health Assessments:

Personal Health Assessments ("PHA") is available once per year for each Eligible Participant over the age of eighteen (18). The PHA will be comprised of (a) blood draws and data collection for each Participant conducted by qualified and licensed personnel either at an agreed upon location or at the Health Centers; (b) standard laboratory work, and (c) de-identified aggregate reports of findings to Plan Administrator.

B. PHA Follow Up:

Follow up for specified categories based upon risk factors indicated by lab values.

C. Primary Care Services:

Primary care to include, but not limited to:

1. Evaluation, testing, and available treatment for minor illnesses such as coughs, seasonal allergies, eye/ear infections, sore throat/strep, flu, fevers, headaches, upper respiratory/sinus infections, gastrointestinal issues, urinary tract infections, skin rashes, migraines, migraines, glucose testing, and blood pressure consultations either at the Health Center or via telehealth.

- 2. Treatment for minor injuries that are not work-related, including sprains/strains, apply splints, suture minor wounds and lacerations, remove sutures, cleanse and dress wounds, animal/insect bites.
- 3. Annual physical and/or regular check-up.
- 4. Chronic illness evaluation, which includes evaluating, diagnosing, treating and managing typical chronic illnesses that are handled at the Health Center, or via telchealth, such as blood sugar, blood pressure, cholesterol, BMI and tobacco cessation.
- 5. Minor medical procedures that are within the Health Professionals' scope of licensure and abilities (which may vary depending on the staffing of the particular Health Center) and that can be performed at the Health Centers, with available equipment, and during operating hours. Such procedures include nail removal; foreign body removal; ordering and administering local anesthesia, injections, and immunizations; incision & drainage, debridements; skin biopsy; punch excision; joint aspirations and injections; and similar procedures.

D. Virtual Care:

Eligible Participants will have access to providers that will provide 24 hours per day, 7 days per week care over the telephone, Internet or any other telecommunication device or network, whether now in existence or development during the term of this Agreement.

E. Pharmaceuticals:

- 1. Infections
- 2. Hypertension
- 3. Hyperlipidemia
- 4. Diabetes
- 5. Infectious Disease (including antibiotics)
- 6. Gastro esophageal/reflux disease
- 7. Asthma
- 8. Chronic lung disease
- 9. Allergies (oral for non-life threatening)

F. Lab Work:

Necessary standard laboratory work to provide the Covered Services listed above, including, but not limited to, blood draws.

G. COVID-19 Testing and Vaccinations:

CareATC will provide for provision of COVID-19 testing and vaccinations as a standard of care between the Parties.

Special vaccine administration events scheduled outside the clinic and using incremental resources will be quoted on a case-by-case basis.

H. Standard Reports:

CareATC will provide Client and/or Plan Administrator with its standard reports. Any reports containing Health Center Eligible Participant information will be de-identified in accordance with HIPAA before being provided.

I. Data Feeds:

In its role as a business associate to Client, CareATC may receive medical claims, pharmacy claims, plan eligibility, and other relevant data sources as determined by mutual agreement of Client and CareATC in order for CareATC to perform the business associate activities described in this Agreement. In furtherance of their roles and responsibilities under this Agreement and in accordance with HIPAA and other applicable privacy and security laws, the Parties may establish data feeds. CareATC will provide up to four (4) inbound and four (4) outbound data feeds at no cost to Client.

J. Occupational Health Services, to include:

- 1. Department of Transportation (DOT) physicals
- 2. Pre-employment, random, post-accident, and reasonable suspicion drug and alcohol testing (DOT and Non-DOT)
- **3.** Work-related injury treatment and triage
- 4. BAT Testing

K. Optional: Physical Therapy

1. In-Person Physical Therapy and Musculoskeletal Care

CareATC will provide Eligible Participants access to licensed physical therapists and/or kinesiologists to deliver integrated chronic disease management and activity prescription to address the physiological impact of musculoskeletal conditions. This includes the integration of wearable sensor technology for enhanced analytics to track and trend biomechanical and functional gains. Services will be delivered at the Health Center.

EXHIBIT B FEES

Payment

Client will pay all fees described in this EXHIBIT B within thirty (30) calendar days after the date of CareATC's invoice. If Client disagrees with any CareATC invoice, Client shall pay all undisputed invoiced amounts and notify CareATC of the disputed amount and the reasons for which it is disputed. CareATC will segregate such disputed amounts from undisputed amounts until the matter is resolved. Client has thirty (30) calendar days from the date of receipt of the invoice to dispute the charges listed on the invoice. CareATC shall be deemed to have waived all charges, fees, and approved expenses that are not invoiced to Client within sixty (60) days after the month in which such amounts were incurred.

Any undisputed fees that are not paid when due will bear interest at the lower of (a) twelve percent (12%), or (b) the highest interest rate permitted by applicable law.

Onsite Implementation Costs.

Staff Recruitment (Talent Acquisition)	Included in General & Administrative
Facilities Travel Costs	Included in General & Administrative
Evidence-Based Clinical Design Space Plan	Included in General & Administrative
Marketing and Communication Materials	Included in General & Administrative
Training Period Salaries	\$3,783 58
Implementation Training Travel	\$8,000.00
Office Supplies and Furniture	\$6,427 25
Medical Furniture and Equipment	\$15,688.05
Medical Supplies (initial stock)	\$6,832 12
Pre-Packaged Generic Medications and Injectables (initial stock)	\$2,305.27
Provider EMR License	\$5,000.00
Systems & Technology Equipment, Software, Installation, and Configuration	\$10,000.00
Project Management	\$5,000.00

*Client will own all furniture, equipment, and supplies acquired by CareATC for the On-Site Clinic unless otherwise specifically stated herein or otherwise agreed by the Parties in writing.

Optional services will accrue additional implementation fees based on build out costs, equipment, and technology, unless Client opts out by the Deadline³.

Health Center Fees

The annual onsite fixed fee will be divided by 12 months to be billed as a fixed-fee amount monthly.

The below pricing outlines:

- a. Dedicated On-Site Health Center TBD
 20 hours per week
 - Staffing:
 - 0.5 FTE Nurse Practitioner
 - 0.05 FTE Collaborating Physician
 - 0.5 FTE Medical Assistant / Health Center Manager
 - Optional:
 - 0 0.5 FTE Physical Therapist

b. Virtual Care - 24/7 access to primary care for members

MAUNGAT ADMINISTRATIVA IS STOR			
Nurse Practitioner (0.5 FTE) ¹	\$89,953.35	\$92,651.95	\$95,431.51
Collaborating Physician (0.05 FTE) ¹	\$14,909.87	\$15,357.16	\$15,817.88
Medical Assistant Health Center Manager (0.5 FTE) ¹	\$28,420.08	\$29,272.68	\$30,150.86
Staff Benefits	\$33,236.00	\$34,233.08	\$35,260.08
Electronic Medical Record, Enterprise Data Warehouse, Analytics and Reporting	\$13,050.26	\$13,441.77	\$13,845.02
Professional coverage for providers (Backfill providers on PTO)	\$10,315.83	\$10,625.31	\$10,944.07
Professional Liability	\$3,467.86	\$3,571.90	\$3,679.06
Continuing Medical Education Health Professional	\$6,242.15	\$6,429.42	\$6,622.30
Licenses & Dues	\$2,774.29	\$2,857.52	\$2,943.24
Biohazard Waste Removal	\$2,913.00	\$3,000.39	\$3,090.41
Management Fee	\$29,400.00	\$30,282.00	\$31,190.46
OPERATING EXPENSES	\$234,682.70	\$241,723.18	\$248,974.88
Personal Health Assessments		\$16.25 per screening	
Drug Screen	di. Tanan sebelah s	\$20 per screening	er Den verskerser for er
ADDITIONAL STAFF MEMBERS & SERVICES	일일 등 10. 20 원 원 원 일 일 등 10. 20 원 원 원		강승진은 것 않으는
Medical Assistant (0.5 FTE) ²	\$28,420.08	\$29,272.68	\$30,150.86
Optional 0.5 FTE Physical Therapist ³	\$64,059.15	\$66,173.10	\$68,489.16
Staff salaries shown are an estimate and may change per market flue	tuation. Salaries inv	oiced to Client will	be

¹ Staff salaries shown are an estimate and may change per market fluctuation. Salaries invoiced to Client will be based on actual hire rates.

² Additional Medical Assistant will be added to the health center staff once center utilization ≥ 8 patients per day

³ CareATC will move forward with recruitment and staffing of Physical Therapy services unless Christian County provides written confirmation of intention to opt out of these services by the Deadline.

Variable Costs

Items Paid on a Pass-Through Basis:

Client will pay CareATC for the below list of variable cost items used during Eligible Participants Health Center encounters on a pass-through basis. CareATC will invoice Client for CareATC's actual cost to purchase these items by the specific Eligible Participants of Client and will include a detailed schedule of the charges being passed through on a de-identified basis. The title to any equipment and supplies will transfer to Client upon receipt of payment for such equipment and supplies by CareATC.

- Laboratory Services
- On-site dispensed medications
- Mail order medications
- Injections and OTC medications
- Medical/Office supplies and postage

Personal Health Assessments:

Client will pay CareATC for each Personal Health Assessment ("PHA") performed in the Health Center at a cost of \$16.25.

Employer agrees to reimburse CareATC for the LabCorp PHA administration cost for any employee that uses any LabCorp office to have a PHA conducted.

A medical review and data management fee will apply for any Eligible Participant who submits outside lab work to be included in PHA aggregate data. Such Eligible Participant will use a Physician attestation form.

Client will pay CareATC monthly for those participants listed as "PHA Only" participants.

COVID-19 Testing and Vaccinations:

Client will pay CareATC's actual lab cost plus an administrative charge for costs related to Health Department compliance reporting and other post-test processing for each COVID-19 vaccination and test administered.

EXHIBIT C MINIMUM CRITERIA FOR FACILITIES

The Health Center operated by CareATC will meet the Accreditation Association for Ambulatory Health Care (AAAHC) standards. These standards include at a minimum the following physical specifications for a Health Center operated by CareATC.

- 1. Location on the ground floor or accessible by an elevator.
- 2. Non-smoking.
- 3. Weapon free except in the case the patient is required to carry a weapon as part of their job in which case weapons will be stored in a locked storage in the exam room during the full-time patient is being treated.
- 4. Occupational Safety and Health Administration (OSHA) and Medical Facilities Standards: Comply with federal regulations and state standards.
- 5. Americans with Disabilities Act (ADA) compliant.
- 6. Soundproofed walls, floors, ceilings.
- 7. Solid doors.
- 8. Privacy windows (or no windows).
- **9.** Floor coverings: non-porous flooring that can be disinfected and cleaned on a daily basis for all exam, lab, and working portions of the Health Center. Vinyl Composition Tile (VCT) tiling is recommended.
- **10.** Walls: Full height, opaque, with semi-gloss paint or similar covering that may be readily wiped down without removing color.
- 11. Ventilation: The ventilation system will be separate from any smoking or industrial ventilation.
- 12. Access: Such that the Health Center may be locked securely and separately from the main facility.
- **13.** Signage: Upon obtaining any necessary permits from governmental authorities, CareATC will erect or affix and install CareATC's standard sign by the entry. Exterior Signage shall be placed by Client for the Onsite Health Center.
- 14. The following preferred size and design minimum criteria:
 - (a) Overall Size: Approximately 1,200 square feet.

- (b) Examination/Treatment Rooms: Each room will have two (2) electrical outlets, nearby hot and cold running water, Internet and phone cabling, and a secure locked storage cabinet reasonably approved by CareATC.
- (c) Health Professional Office: one (1), minimum seventy-five (75) square feet.
- (d) Reception: eighty (80) square feet.
- (e) Storage: forty (40) square feet of general storage and supply storage, with shelves.
- (f) Rest Rooms: one (1) unisex, internal in the Health Center space.
- (g) Marked and Reserved Parking for Health Professionals and Patients: two (2) spots that satisfy ADA criteria and that are located within the appropriate distance of the front door.
- (h) Laboratory: Will have two (2) electrical outlets, hot and cold running water, and secure locked cabinetry, reasonably approved by CareATC.

EXHIBIT D Business Associate Agreement

In accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104 191 ("HIPAA") and the Health Information Technology For Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), CareATC shall, to the extent it acts in its capacity as a Business Associate to the Client, adhere to the applicable requirements established in the HIPAA Rules (as defined below) for Business Associates as set forth below.

1. Definitions

- Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Attachment, shall mean CareATC.
- **B.** "HIPAA Rules" shall mean the requirements of the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, implementing HIPAA and the HITECH Act, in each case only as of the applicable compliance date for such requirements.
- **C.** "Incident Response Team" shall mean the unit designated by CareATC that is responsible for investigating and responding to information privacy and security incidents and complaints.
- **D.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- E. "Protected Health Information" ("PHI") and "Electronic Protected Health Information" ("EPHI"). PHI and EPHI shall have the same meaning as such terms as defined in 45 CFR 160.103, but limited to such information created or received by CareATC in its capacity as a Business Associate (and not a pharmacy or other health care provider) of Client.
- F. "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR parts 160 and 164, subpart C.

2. Obligations and Activities of Business Associate

- **A.** Business Associate agrees not to use or disclose PHI other than as permitted or required by the Commitment Agreement or this EXHIBIT D, or as permitted or Required By Law.
- **B.** Business Associate agrees to use appropriate safeguards to protect against any use or disclosure of PHI not provided for herein and to comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to EPHI. Without limiting the foregoing, Business Associate agrees to implement appropriate administrative, physical, and technical safeguards designed to, to prevent the unauthorized use and disclosure of Protected Health Information, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, including maintaining an Incident Response Team to investigate and respond to unauthorized uses and

disclosures of PHI upon learning thereof, as required by 45 CFR § 164.308, 164.310, 164.312, and 164.316, as may be amended from time to time.

- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this EXHIBIT D
- **D.** In addition to the reporting required by Section 2.L, Business Associate agrees to report to Client, within ten (10) business days of discovery by the Incident Response Team any unauthorized disclosure of the PHI arising from a Security Incident, and otherwise not provided for by the Commitment Agreement or permitted under the HIPAA Rules.
- E. In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308(b)(2) Business Associate agrees to require that any Subcontractor to, to whom it delegates any function or activity it has undertaken to perform on behalf of Client, and whom it provides PHI received from or created on behalf of Client, agrees to substantially the same restrictions and conditions on the use or disclosure of PHI as apply through this EXHIBIT D to Business Associate through a Business Associate Agreement between such Subcontractor and Business Associate.
- **F.** Upon the Client's written request, and in a reasonable time and manner, Business Associate agrees to provide to Client such PHI maintained by Business Associate in a Designated Record Set as required for Client to respond to a request for access under 45 CFR 164.524.
- **G.** Upon the Client's written request, and in a reasonable time and manner, Business Associate agrees to make available PHI maintained by it in a Designated Record Set, and to make amendments to such PHI, in order for Client to respond to a request for amendment under 45 CFR 164.526.
- H. Business Associate agrees to make its internal practices, policies, procedures, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Client, available for inspection and copying by the Secretary upon the Secretary's written request for same for purposes of the Secretary determining the Client's compliance with the HIPAA Rules.
- I. Business Associate agrees to document such disclosures of PHI made by it, and information related to such disclosures, as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI under 45 CFR 164.528.
- **J.** Upon written request by Client, and in a reasonable time and manner, Business Associate agrees to provide to Client information collected in accordance with Section 2.I for Client to provide an accounting under 45 CFR 164.528.
- **K.** To the extent Client specifically delegates to Business Associate one or more of Client's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Client in the performance of such obligation(s).

Following the discovery by Business Associate of any Breach of Unsecured PHI by Business L. Associate or its Subcontractors, Business Associate agrees to notify Client of such Breach without unreasonable delay, but no later than within five (5) business days after the Incident Response Team is notified of the Breach. Such notification shall include, to the extent available, the identity of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach. At the time of notification or promptly thereafter as such information becomes available, Business Associate shall also provide Client with such other available information as is required for Client to notify an Individual of the Breach as required by 45 CFR 164.404(c). Business Associate agrees that to the extent the Breach is solely as a result of Business Associate's negligent acts or omissions, Business Associate shall provide the notifications required under 45 CFR 164.404, 45 CFR 164.406 and 164.408(b). Notwithstanding the above, if a law enforcement official provides Business Associate with a statement that the notification required under this paragraph would impede a criminal investigation or cause damage to national security, Business Associate may delay the notification for the period of time set forth in the statement as permitted under 45 CFR 164.412.

3. Permitted Uses and Disclosures by Business Associate

- A. Business Associate may use or disclose PHI to perform functions, activities and services for or on behalf of, Client as provided in the Commitment Agreement. Such uses and disclosures shall be limited to those that would not violate the Privacy Rule if done by Client except that Business Associate may use and disclose PHI:
 - (i) for the proper management and administration of the Business Associate or to carry out its legal responsibilities; provided that, in the case of any disclosures for either of these purposes, the disclosure is Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed, that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) to provide Data Aggregation services to Client relating to the health care operations of CareATC as permitted by 45 CFR 164.504(e)(2)(i)(B);
- **B.** Business Associate may also use and disclose PHI: (i) to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR 164.508 or from a covered entity or health care provider in accordance with 45 CFR 164.506(c); (ii) to de-identify the information or create a limited data set in accordance with 45 CFR §164.514, which de-identified information or limited data set may be used and disclosed by Business Associate as permitted by law, including HIPAA; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1); and (iv) as authorized in writing by Client.

C. Business Associate agrees to request, use and disclose PHI in compliance with the Minimum Necessary standard of the HIPAA Rule.

4. Obligations of Client

- **A.** Client shall provide PHI to Business Associate in compliance with the Minimum Necessary standard of the Privacy Rule. Client shall not ask or require Business Associate to use or disclose Protected Health Information in a manner in which Client could not do as a Covered Entity except as permitted by 45 CFR 164.504(e) to perform Data Aggregation services.
- **B.** Client represents and warrants that its Notice of Privacy Practices complies with 45 C.F.R. 164.520 and permits Client to use and disclose Protected Health Information in the manner that Business Associate is authorized to use and disclose Protected Health Information under this Attachment.
- **C.** To the extent that the Client honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. 164.522(a), Client agrees not to provide such PHI to Business Associate unless Client inotifies Business Associate of the restriction and Business Associate advises Client that it is able to accommodate the restriction. Client agrees to reimburse Business Associate for any increase in costs required to accommodate such restriction.
- **D.** Client shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate in accordance with the standards and requirements of the HIPAA Rules, until such PHI is received by Business Associate.
- **E.** Client shall obtain any consent or authorization that may be required by applicable federal or state laws in order for Business Associate to provide its services under the Commitment Agreement.
- F. Client shall provide to Business Associate a written list of the names of those individuals in its Workforce that are authorized to receive or access PHI on its behalf, and to provide reasonable prior written notice to Business Associate of any changes to such list. In the absence of Client providing such list, Business Associate may assume that those individuals that are member of the Workforce of Client or, if applicable, Client Sponsor, who request or receive PHI from Business Associate are performing plan administration activities for Client and are authorized to receive or access PHI on its behalf.

5. Miscellaneous

A. Regulatory References.

A reference in this EXHIBIT D to a section in the HIPAA Rules means the section as in effect or as amended, and as of its applicable compliance date.

B. Changes to this Attachment.

The Parties agree to negotiate in good faith to amend this EXHIBIT D or the Commitment Agreement as necessary to comply with any changes in the HIPAA Rules. If, within sixty (60) business days after Business Associate receives a proposed amendment for this purpose from Client, the Parties are unable in good faith to reach agreement on its terms, either Party may terminate the Commitment Agreement and this EXHIBIT D by written notice to the other.

C. Interpretation.

Any ambiguity in this EXHIBIT D shall be resolved to permit the Parties to comply with the HIPAA Rules.

EXHIBIT F FACILITY USE

1. Use of Property

- **a.** CareATC shall have the right to utilize the Onsite Health Center (the "Facility"), including the parking lot and other property immediately surrounding the Facility (the "Property"), for purposes of providing the Covered Services as contemplated by this Agreement.
- **b.** CareATC will not create or permit a nuisance to exist or be carried on within the Facility. Without the prior written consent of Client, CareATC may not use the Facility in any manner except as a medical center in accordance with this Agreement.
- **c.** Upon expiration or termination of this Agreement, CareATC shall vacate the Property, including the Facility which shall be broom clean and in good condition and repair, reasonable wear and tear excepted.

2. Liens and Claims

During the Term of this Agreement, CareATC shall not suffer or permit any mechanic's liens or any other claims or demands arising from any work performed by or on behalf of CareATC for the repair, alteration or restoration of the Facility to be enforced against the Property or any part thereof, and CareATC agrees to hold Client and the Property free and harmless from all liability for any such liens, claims or demands, together with all costs and expenses in connection therewith; provided, however, if CareATC shall in good faith contest the validity of any lien, claim or demand, then CareATC shall, at CareATC's expense, defend Client and the Property against the same and shall pay and satisfy any final adverse judgment that may be rendered before the enforcement thereof against Client or the Property and CareATC shall name Client as additional obligee under any surety bond furnished in any such proceedings.

3. Client Obligations for Facility and the Property

- **a.** Client shall be responsible for capital expenditures reasonably required to maintain and keep the Facility in as good of order and repair as it existed as of the date CareATC accepted it, reasonable wear and tear excepted, including but not limited to the HVAC, plumbing systems, electrical system, the roof, and the structural portions of the building.
- **b.** Client shall arrange for and pay all costs for regular lawn care at the Property, as well as snow and ice removal on an as-needed basis.
- c. Client shall provide regular HVAC maintenance service and pest control service for the Facility.
- **d.** Client shall be responsible for payment of all ad valorem taxes due during the Term of the Agreement.
- **c.** Client shall arrange for and pay all costs for utilities used at the Facility, including, without limitation, electricity, natural gas, water and sewer charges, regular trash service, telephone

service, internet service, cable television and any other charges such as deposits, user fees, connection charges and the like.

f. Client shall arrange for and pay costs for regular janitorial services for the Facility; provided, however, if the Parties collectively determine that CareATC can obtain better pricing for janitorial services for the Facility that better meet the clinic's janitorial needs or provides better pricing, the Parties agree that CareATC will arrange and pay for such janitorial services and pass through those charges to Client.

4. CareATC Obligations for Facility and the Property

- a. CareATC shall keep the Facility and the Property in a neat and clean condition, free from danger or damage by fire, shall refrain from permitting any nuisance or fire hazard thereon, shall permit no unlawful or immoral practice to be conducted within the Facility or on the Property, and shall at all times comply with all applicable laws and regulations relating to CareATC's occupancy and use of the Facility and the Property.
- **b.** CareATC shall be solely responsible for shredding of any documents for the Facility, in accordance with HIPAA requirements and hold Client harmless therefrom.
- **c.** CareATC shall arrange and pay for proper medical waste removal from the Facility and hold Client harmless therefrom and pass through those charges to Client.
- **d.** CareATC shall not store, use, or permit any hazardous or toxic material (as such terms are defined by local, state or federal law or ordinance) to be located in the Facility or on or under the Property and shall hold Client harmless therefrom.

5. Access by Client

- **a.** Client, and the authorized representatives of Client, shall have the right to enter the Facility at all reasonable times to examine the condition thereof or make any modifications or improvements thereto; provided, however, Client will provide at least 48 hours' notice to CareATC prior to accessing the Facility except in cases of emergency.
- **b.** Client will provide exterior surveillance and include the parking lot/exterior of the Facility in regular security patrol for the site.

6. Client Non-Liability

a. CareATC and all those claiming by, through or under CareATC, including but not limited to Health Providers, shall store their property in and shall occupy and use the Property and the Facility, including all improvements and appurtenances thereto, solely at their own risk and hereby releases Client to the full extent permitted by law, from all claims of every kind, including loss of life, personal, or bodily injury, damage to merchandise, equipment, fixtures, or other property, or damage to business or for business interruption, arising, directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair thereof.

b. The provisions of this Article 6 shall survive the expiration or termination of this Agreement with respect to any claims, obligations or liabilities occurring prior to such expiration or termination.

Christian County Commission

Onsite Employee Medical Clinic

Solicitation: 2022-11





Due: July 13, 2022, at 10:00AM CST

Submitted To: Christian County Employee Services Purchasing Department 202 W. Elm Street Ozark, MO 65721 Attn: Purchasing Agent, Kim Hopkins

STGi Proposal- Original

Submitted By:

Michelle Lee President and CEO STG International, Inc. 2900 South Quincy Street, Suite 888 Arlington, VA 22206 mlee@stginternational.com



Christian County Employee Services Purchasing Department 202 W. Elm Street Ozark, MO 65721 Attn: Purchasing Agent, Kim Hopkins

Re: Solicitation No. 2022-11, Onsite Employee Medical Clinic for Christian County

Kim Hopkins:

Headquartered in Arlington, VA and founded in 1997, STGi is a minority and woman-owned firm specializing in providing healthcare delivery, clinical operations, athletic training, wellness/fitness, and occupational health services. Our comprehensive experience across our nationwide programs includes recruiting and retaining medical personnel, comprehensive management approaches, efficient patient care, operational strategies, and delivery of mental and physical health services. *We currently provide over 470 health care professionals serving over 71,000 patients in brand-new, STGi constructed, facilities.*

With over 16 years of clinical practice management in welcoming and modern environments, we are uniquely prepared to offer the following features to provide the best value and lowest risk support for Christian County Employee Medical Clinic Operations:

- Experienced Clinical Health Provider. STGi successfully leverages our nearly two decades of experience providing a full spectrum of healthcare services to include primary care, nursing, mental health, pharmacy, radiology, medical records management, and credentialing and licensing services to health clinics across the country.
- Significant Expertise and Recruiting Resources to Ensure we are Fully Staffed. STGi possesses a proven track record of recruiting and retaining qualified healthcare personnel for healthcare facilities in remote areas. Our ability to attract and retain personnel can be attributed to our staff of 15 full-time recruiters, ability to offer realistic rates, and fair benefits package including professional development subsidies.
- The Joint Commission (TJC) Accreditation/Certification. STGi is TJC Ambulatory Health Care Accredited and Primary Care Home Model Certified, operating by TJC standards on our clinical healthcare contracts.

For your reference, we note here our DUNS# 179570403, Federal Tax ID # 52-1767714, and CAGE CODE # 1GEJ7. STGi agrees to all terms, conditions, and provisions of the solicitation and agree to hold the prices in our offer firm for 180 calendar days.

If you have any questions concerning this submission, please contact me at 703-578-6030, ext. 207 or via email at mlee@stginternational.com, or Mr. Jeff Bell, Chief Operating Officer, at 703-578-6030 ext. 203 or via email at jbell@stginternational.com. Our address is STG International, Inc., 2900 South Quincy Street, Suite 888, Arlington, VA 22206. Both of us have the authority to legally bind STGi and make representations relative to our proposal and any resultant contract for our organization.

Sincerely,

Mililla Lee

Michelle S. Lee President and CEO

Cover Letter



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1 Cost

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BUDGET CATEGORY	Y	EAR 1	TOTAL BUDGET
Staff Salaries and Benefits	Hours	Rate	
Medical Director	96	\$238.00	\$22,848.00
Advanced Practice Registered Nurse (APRN)	1456	\$108.80	\$158,412.80
Physical Therapist	832	\$102.00	\$84,864.00
Medical Assistant	1040	\$34.00	\$35,360.00
TOTAL SALARY AND BENEFIT COSTS			\$301,484.80
1991년 - 1992년 1991년 1991년 1992년 1991년 1992년 1991년 1992년 1992년 1992년 - 1992년 1991년 1992년 1 1992년 1992년 199	540 240		
OVERHEAD COSTS		15.0%	\$45,222.72
OPERATING EXPENSES		COST	TOTAL BUDGET
Initial Set-up Expenses		\$8,300.00	\$8,300.00
Equipment		\$81,150.00	\$81,150.00
Furniture	Ì	\$25,000.00	\$25,000.00
Initial Supplies		\$15,000.00	\$15,000.00
Ongoing Monthly Expenses		\$22,800.00	\$22,800.00
Ongoing Supplies		\$20,000.00	\$20,000.00
Any Additional Expenses		\$20,000.00	\$20,000.00
Prescriptions - Work-related Vaccines and OTC		\$15,200.00	\$15,200.00
TOTAL EXPENSES			\$207,450.00
ADMINISTRATIVE COSTS AND PROFIT		20.0%	\$110,831.50
TOTALS			\$664,989.02

Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation will be the 12-Month Consumer Price Index (CPI) for medical care services or five percent (5.0%), whichever is higher. The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics.

1

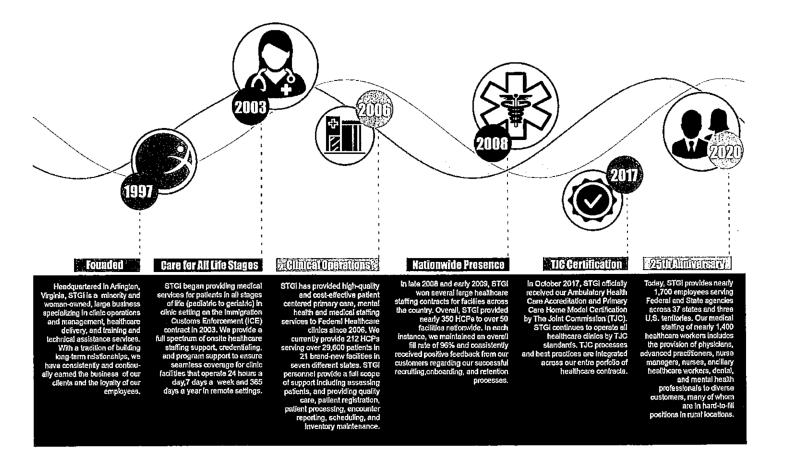


2 Bidder Qualifications

2.1 Brief Company History

Headquartered in Arlington, Virginia, STGi is a minority and woman-owned, large business specializing in clinic operations and management, healthcare delivery, and training and technical assistance services. Since 2006, STGi has been designing, managing, staffing and building outpatient healthcare clinics that deliver primary care, mental/behavioral health, women's health, and wellness education among other services, in a welcoming and modern environment. Our approach is designed to ensure access to care through effectively understanding the needs of the community and employees.

Exhibit 1: STGi's Health and Wellness Company History



STGi has a proven record of recruiting qualified professionals that complement the overall mission of providing comprehensive care at our clinics. We excel in transitioning all aspects of clinic operations upon contract award. We also bring in a team of healthcare managers, both clinical and business, to review all processes and procedures to ensure the quality in the delivery of care. Health and Wellness changes the most frequent of any healthcare market, which is why we engage daily to stay current on conditions and concerns individuals' face. Furthermore, we perform extensive reviews of care and practice feedback from management and our patients to attend to their changing needs.

Proposal Response



Exhibit 2: Overview of STGi's Proven Experience Recruiting and Placing Full Complement of Healthcare Professionals

Areas of Expertise

- Primary Care
- Physician
- · Physician Assistant
- Nurse Practitioner
- Registered Nurse
- Licensed Practical/Vocational Nurse
- Pharmacist

Behavioral/Mental Health

- Psychiatrist
- Psychologist
- Social Worker
- Behavioral Health Specialist

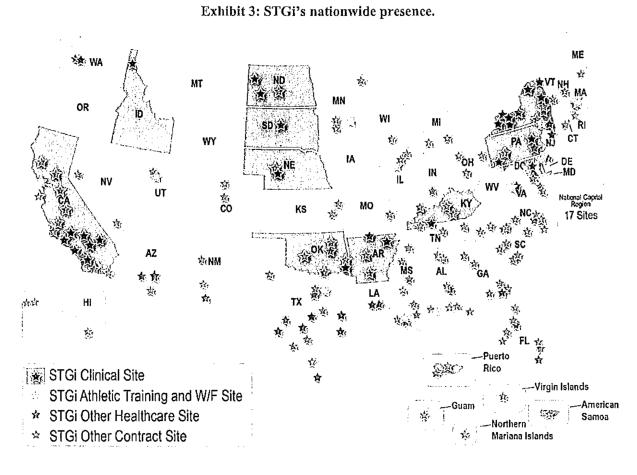
- Dentistry Dentist
- Dental Hygienist
- Dental Assistant
- Occupational Health/Wellness
- Occupational Health Consultant
- Industrial Hygienist (IH)/Tech
- Dietician/Nutritionist
- Physical Therapy Assistant
- Health Promotions Specialist
- Wellness Fitness Specialist
- Athletic Trainer
- Group Exercise Instructor
- Lab Technician Medical Records Technician
 - Pharmacy Technician

Ancillary

- Radiology and MRI Technicians
- Tele-Health Technician

National Reach with a Comprehensive Oversight Structure

Today, STGi provides nearly 1,700 employees serving Federal and State agencies across 37 states and three US territories (Exhibit 3). Our medical staffing of nearly 1,200 healthcare workers includes the provision of physicians, advanced practitioners, RNs, medical assistants, and physical trainers.



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Proposal Response

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2.2 Company Structure

STGi is privately owned.

2.3 Identify all owners and subsidiaries that own more than 5% of the company

STGi is owned by Michelle S. Lee; Ms. Lee is an exceptionally qualified, visionary leader with over 25 years of experience in public consulting and contracting. She is a highly accomplished entrepreneur with proven experience spanning operations, financial management, business development, strategic positioning and market identification, human capital management, public relations, and compliance with Federal and State regulatory procedures. Her achievements have demonstrated her capacity to produce results, rapidly increase the efficiency of government agencies, operate from a global perspective, and integrate divergent concepts to arrive at innovative solutions. Ms. Lee is passionate about philanthropy and giving back to the community. She serves on the board of multiple organizations and is a frequent speaker at events supporting women in business, people with disabilities, the local arts, social entrepreneurship, and healthcare research and solutions.

2.4 Experience Managing Clinics

STGi has proven, directly relevant expertise for the Christian County Onsite Clinic (CCOC) as demonstrated by the success of our services for providing clinical operations across the country and in remote locations. For each clinic STGi operates, we have successfully built out the clinic space; furnished medical, office, and IT supplies and equipment; passed Bio-Med and safety inspections; fully staffed the clinic with Health Care Professionals (HCPs) who are credentialed; and smoothly transitioned to full clinic operations.

STGi provides the full scope of primary care clinic services, including same-day walk-in availability/triage, assessing patients and providing quality care, patient registration, patient processing and encounter reporting, appointment scheduling, patient portal access and inventory maintenance and ordering.

Such experience has led us to develop expertise across all program capabilities including nationwide (and rural) recruiting and retention of medical personnel, comprehensive management approaches, strong primary care presence based on a community- centered approach, ability to care for individuals with diverse needs, being sensitive to population, ethnicity and belief differences, successful/efficient patient care and operational strategies and well- designed, accessible facilities that support the delivery of primary care in a welcoming and modern environment.

Exhibit 4 outlines our direct relevant healthcare contracts and our ability to provide the full range of services to successfully run a contract of this size, scope, and complexity.

			Ithcare Programming		
Program	FTEs	Dollar Value (\$M)	Program	FTEs	Dollar Value (\$M)
Jonesboro, AR Clinic	20	\$15.45	Cayuga, NY Clinic	11.5	\$7.9
Mountain Home, AR Clinic	20	\$12.2	Dunkirk, NY Clinic	12	\$18.2
Lancaster, CA Clinic	21	\$13.1	Jefferson, NY Clinic	24	\$39.5
Loma Linda, CA Clinics (5)	143.2	\$127.6	Plattsburgh, NY Clinic	15	\$26.7
Oxnard, CA Clinic	36.5	\$27.0	Erie, NY Clinics (2)	20	\$20.0
Bonner, ID Clinic	11	\$21.3	Schuylkill County, PA	15	\$11.7

Exhibit 4: STGi Relevant Corporate Experience

Proposal Response

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Hopkinsville, KY Clinic	36	\$38	Pierre, SD	9	\$6.1
Dickinson, ND Clinic	9	\$6.9	DHS IHSC	800+	\$ 450
Williston, ND Clinic	8.5	\$7.0	FOH Clinical and W/F	528	\$44.9
Schenectady, NY Clinic	11	\$10.1	Navy NE MATO	151	\$42.6
McCurtain County, NY	12	\$8.9	Navy NW MATO	48	\$16.0
Fayette County, PA	22.5	\$35.8	NASA AFRC	6	\$3.2

2.5 Approach to Employee Health and Wellness

While individuals can adopt practical strategies to prioritize their own health and wellness, employers can enhance employee wellness by fostering a healthy environment for employees. STGi's health and wellness programming improves employment environments by providing health and wellness education and promoting physical wellness through health-promoting activities and access to healthcare services. STGi is able to provide a patient portal website that an individual can access on their own to identify potential resources and education regarding health and wellness. Various options of webinars, seminars, handouts and the website are an avenue available as varied resource options. Listening to the employer management team, assessing utilization patterns and input from a patient council helps to establish topics of interest and stay current with ongoing trends seen by Christian County management and employees.

2.6 Staff Credentials

In preparation for this opportunity, STGi has sourced individuals with the capabilities to fill all contract positions.

Exhibit 5: Names, titles and qualifications of all staff intended to be utilized in the performance of this contract

Staff Person Name	Degree	Licensed/Certified	Yrs. of Exp.	Hrs./Wk	Contractor Role
Seth Garvin	MHA, Health Administration, BS, Health and Exercise Science,	Advanced Emergency Medical Technician	4 Clinical	N/A	Program Manager/Project Leader
Sin Kiat Wong Master in Leadership and Management, BSN, ASN		RN (Missouri), BLS	14 Clinical	28	Clinic Manager/RN
James Honeywell	Doctor of Osteopathic Medicine, AA	American Osteopathic Board of Family Physicians, Missouri State Board – Osteopathy Physician and Surgeon, Missouri Controlled Substances Registration, DEA, BLS	40 Clinical	1	Physician/ Medical Director
Jakob Penka	AS	N/A	3	20	Medical Administrator

5



Staff Person Name	Degree	Licensed/Certified	Yrs. of Exp.	Hrs./Wk	Contractor Role
Abigail Schulte	MSN, BSN, AASN	FNP-BC (Missouri), RN (Missouri), BLS, ACLS, PALS	11	20	APRN
Bailey Zahn	DPT. BA	Physical Therapy License	4	16	Physical Trainer

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Proposal Response



2.7 References

Mountain Home, AR Ou	itpatient Clinic
Contract Number	VA256-16-D-0024
Contract Value	\$11,325,709
Period of Performance	08/01/2016 - 07/31/2021
Name of Agency/ Company	Department of Veterans Affairs, Network Contracting Office (NCO) 16 Central Arkansas Veterans Healthcare System
Current Point of Contact	
Name	Troy Davis
Title/Position	Contract Specialist
Phone Number	713-770-2659
Email Address	troy.davis@va.gov
Brief Description of Cont	ract

Overview

STGi provides primary care services and space/administrative support for mental health/tele-mental health services in the form of a Community Based Outpatient Clinic (CBOC) for over 3,600 enrolled veterans living in the catchment area of Mountain Home, AR. STGi provides the full scope of CBOC services utilizing a PACT model with 20 HCPs, including assessing patients and providing quality care, patient registration, patient processing and encounter reporting, appointment scheduling, and inventory maintenance and ordering.

Relevance to the Performance Work Statement

Quality: STGi successfully acquired its Ambulatory Health Care Accreditation and Primary Care Home Model Certification from The Joint Commission (TJC) in October 2017. STGi operates the Mountain Home CBOC using operational and quality management performance improvement processes and procedures meeting TJC regulations outlined in the TJC Comprehensive Accreditation Manual for Ambulatory Care (CAMAC) Standards and

Occupational Safety and Health Administration (OSHA) laws and regulations. Utilizing these guidelines and standards, the Mountain Home CBOC has participated in TJC surveys and inspections with outstanding results and no identified deficiencies.

STGi's knowledge, understanding, and continuous alignment of the VA and TJC Standards of Operational Practices have resulted in increased patient enrollment, consistent, high-quality clinical staffing in rural CBOC locations, and high achievement against the VA's Primary Care Benchmark Assessment.

Management and Staffing: STGi is delivering veteran-centered care through the PACT model with four (4) fully qualified and trained PACT Teamlets and support staff. Our staff received all VA-required training, which included PACT Model team member responsibilities training and systems redesign principles for same day access scheduling. STGi also provided funding for our PACT Teamlets to participate in the VA-sponsored Transformational Learning Center of Excellence soon after award.

STGi's nationwide presence and strong Talent Acquisition Strategy enable us to tailor our recruitment approaches to overcome challenges associated with regional shortages by identifying the most qualified

Proposal Response

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Position Physician/Medical Director Physician 1 Nurse Practitioner 2 Clinic Manager/RN 4 RN LVN 4 Administrative 4 Assistant Radiology 1 Technician Phlebotomist 1 Tele-Health/Mental 1 Health Technician Total 20

7



candidates in the country and not just the local area. STGi implements comprehensive recruiting techniques to staff hard-to-fill positions and sign candidates despite labor scarcity, a remote location and competition from other healthcare service providers in private or public sector hospitals or clinics.

Transition/Start-Up: STGi was successful in capturing *100% of the incumbent personnel* for the Mountain Home CBOC. Throughout the transition, a key success factor lay in the weekly conference calls STGi conducted with all stakeholders: VA CO and COR, pharmacy and lab personnel, VA public affairs and CBOC coordinators, and VA credentialing personnel. During our transition, STGi implemented numerous modifications and reconfigurations to the facility and floor plan to accommodate the changing needs of the VA during the planning phase. Input from the VA Project Transition Team was used to configure the final floor plan and design to meet the current and future needs of not only the primary care services but also those of Tele-Health and Mental Health services. STGi created a Mountain Home specific SOP, position competencies and environment of care according to the contract and the PACT model to enhance the patient experience. During the transition period, STGi overtook operations and continued serving patients in the old facility while building our new clinic at a different location.

Facility and Geographic Location: STGi's 10,800 square-foot clinic provides a full range of onsite and tele-health services to include primary care, radiology, mental and behavior health, and women's health services. Our facility design is PACT-based, with examination rooms and Teamlet staff grouped together to facilitate efficient and effective CBOC staff access to patients. The layout of our clinic allows easy flow of patients to and from examination rooms, offices, and other facilities.

Our clinic location is convenient for veterans because of the close proximity to emergency facilities, public transportation options, popular destinations, and major highways. Our clinic's parking meets and exceeds the requirements by offering:

- On-site patient parking of 150 spaces and 6 dedicated handicapped parking spaces, all at no cost to the patient.
- Patients also have access to 20 shared handicapped spaces and 150 parking spaces making the total amount of available spaces 300 and up to 26 handicapped.

STGi's Floor Plan is fully ADA compliant and eliminates any barriers to entry for veterans with limited physical mobility. Our waiting area has comfortable and spacious seating arrangements, MyHealtheVet workstations, TV, magazines, natural light and beverages. We included a specially designed women's health suite that is away from heavy foot traffic hallways and features an attached restroom for privacy. Our facility features an onsite AGFA DX-D400 x-ray machine for radiology services. It offers multiple digital configurations and has a versatile floor-mounted radiology system comprised of a radiographic table with an integral floor guide rail and a wall stand.



Position FTE

1.6

1

2.5

2.5

3

1

2

0.5

2

1

18.1

Physician / Medical

Nurse Practitioner

RN Clinic Manager

Medical Clerk

Social Worker

Licensed Clinical

Phlebotomist/Lab

Telehealth Technician

Psychiatrist

Dietician

Tech

Total

Director

RN

LPN

Jonesboro, AR Outpatie	ent Clinic
Contract Number	36C24921D0018
Contract Value	\$15,450,180
Period of Performance	07/2021 - 06/2026
Name of Agency/ Company	Department of Veterans Affairs, Network Contracting Office (NCO) 16 Central Arkansas Veterans Healthcare System
Current Point of Contact	
Name	Troy Davis
Title/Position	Contract Specialist
Phone Number	713-770-2659
Email Address	troy.davis@va.gov

Brief Description of Contract

Overview

STGi provides primary care services and space/administrative support for mental health/tele-mental health services in the form of a CBOC for over 2,800 enrolled veterans living in the catchment area of Jonesboro, AR. STGi provides the full scope of CBOC services utilizing a PACT model with 18.1 HCPs, including assessing patients and providing quality care, patient registration, patient processing and encounter reporting, appointment scheduling, and inventory maintenance and ordering.

Relevance to the Performance Work Statement

Quality: STGi successfully acquired its Ambulatory Health Care Accreditation and Primary Care Home Model Certification from The Joint Commission (TJC) in October 2017. STGi operates the Fayette County CBOC using operational and quality management performance improvement processes and procedures meeting TJC

regulations outlined in the TJC Comprehensive Accreditation Manual for Ambulatory Care (CAMAC) Standards and Occupational Safety and Health Administration (OSHA) laws and regulations. Utilizing these guidelines and standards, the Jonesboro CBOC has participated in TJC surveys and inspections with outstanding results and no identified deficiencies.

STGi's knowledge, understanding, and continuous alignment of the VA and TJC Standards of Operational Practices have resulted in increased patient enrollment, consistent, high-quality clinical staffing in rural CBOC locations, and high achievement against the VA's Primary Care Benchmark Assessment.

Management and Staffing: STGi is delivering veteran-centered care through the PACT model with two and a half (2.5) fully qualified and trained PACT teamlets and support staff. Our staff received all VA-required training, which included PACT Model team member responsibilities training and systems redesign principles for same day access scheduling. STGi also provided funding for our PACT Teamlets to participate in the VA-sponsored Transformational Learning Center of Excellence soon after award.

STGi's nationwide presence and strong Talent Acquisition Strategy enable us to tailor our recruitment approaches to overcome challenges associated with regional shortages by identifying the most qualified candidates in the country and not just the local area. STGi implements comprehensive recruiting

Proposal Response

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techniques to staff hard-to-fill positions and sign candidates despite labor scarcity, a remote location and competition from other healthcare service providers in private or public sector hospitals or clinics. **Transition/Start-Up:** STGi was successful in capturing 100% of the desired incumbent personnel for the Jonesboro CBOC. Throughout the 120-day transition/facility build-out, a key success factor lay in the weekly conference calls STGi conducted with all stakeholders: VA CO and COR, pharmacy and lab personnel, VA public affairs and CBOC coordinators, and VA credentialing personnel. During our transition, STGi implemented numerous modifications and reconfigurations to the facility and floor plan to accommodate the changing needs of the VA during the planning phase. Input from the VA Project Transition Team was used to configure the final floor plan and design to meet the current and future needs of not only the primary care services but also those of Tele-Health, Mental Health, and other ancillary services.



Position RUE

2.4

1

3

4

3

1

1

0.7

0.5

2

22.6

Physician / Medical

Nurse Practitioner

Medical Clerk

RN Clinic Manager

Medical Clerk - Call

Telehealth Technician

Radiology Technician

Licensed Clinical

Social Worker

Phlebotomist

Director

RN

LVN

Center

Podiatrist

Dietician

CPS

Total

Contract Number	VA244-18-D-9001
Contract Value	\$35,607,628.80
Period of Performance	12/1/2018 - 11/30/2028
Name of Agency/ Company	Department of Veterans Affairs (VA), Network Contracting Office 4 (NCO 4), VA Pittsburgh HS (VAPHS)
Current Point of Contact	
Name	Brandi Shellhammer
Title/Position	Contracting Officer (CO)
Phone Number	412-822-3797
Email Address	brandi.shellhammer@va.gov
Brief Description of Cont	ract

Overview

STGi provides local veterans with better access to a wide range of services, including primary and preventive care, mental and behavioral health, women's health, laboratory, radiology, audiology, dermatology, dietary, podiatry, and telehealth services at the Fayette County (Uniontown), PA CBOC. STGi's staff of 22.6 HCPs provide services to nearly 3,000 enrolled Veterans at the operated 16,200 square-foot clinic. STGi personnel provide a full scope of support including assessing patients and providing quality care, patient registration, patient processing and encounter reporting, appointment scheduling, and inventory maintenance and ordering.

Relevance to the Performance Work Statement

Quality: STGi successfully acquired its Ambulatory Health Care Accreditation and Primary Care Home Model Certification from The Joint Commission (TJC) in October 2017. STGi operates the Fayette County CBOC using operational and quality management performance improvement processes and procedures meeting TJC

regulations outlined in the TJC Comprehensive Accreditation Manual for Ambulatory Care (CAMAC) Standards and Occupational Safety and Health Administration (OSHA) laws and regulations. Utilizing these guidelines and standards, the Fayette County CBOC has participated in TJC surveys and inspections with outstanding results and no identified deficiencies.

STGi's knowledge, understanding, and continuous alignment of the VA and TJC Standards of Operational Practices have resulted in increased patient enrollment, consistent, high-quality clinical staffing in rural CBOC locations, and high achievement against the VA's Primary Care Benchmark Assessment.

Management and Staffing: STGi is delivering veteran-centered care through the PACT model with three (3) fully qualified and trained PACT teamlets and support staff. Our staff received all VA-required training, which included PACT Model team member responsibilities training and systems redesign principles for same day access scheduling. STGi also provided funding for our PACT Teamlets to participate in the VA-sponsored Transformational Learning Center of Excellence soon after award.



STGi's nationwide presence and strong Talent Acquisition Strategy enable us to tailor our recruitment approaches to overcome challenges associated with regional shortages by identifying the most qualified candidates in the country and not just the local area. STGi implements comprehensive recruiting techniques to staff hard-to-fill positions and sign candidates despite labor scarcity, a remote location and competition from other healthcare service providers in private or public sector hospitals or clinics. **Transition/Start-Up:** STGi was successful in capturing 100% of the desired incumbent personnel for the Fayette County CBOC. Throughout the 120-day transition/facility build-out, a key success factor lay in the weekly conference calls STGi conducted with all stakeholders: VA CO and COR, pharmacy and lab personnel, VA public affairs and CBOC coordinators, and VA credentialing personnel. During our transition, STGi implemented numerous modifications and reconfigurations to the facility and floor

plan to accommodate the changing needs of the VA during the planning phase. Input from the VA Project Transition Team was used to configure the final floor plan and design to meet the current and future needs of not only the primary care services but also those of Tele-Health, Mental Health, and other ancillary services. STGi created a Fayette County specific SOP, position competencies and environment of care according to the contract and the PACT model to enhance the patient experience.

2.8 List of onsite or other specialty clinics, wellness programs, onsite or specialty pharmacies currently being administered by the proposer.

STGi possesses demonstrated experience providing full scale clinic operations across our 24 clinics, the majority of which are located in remote areas across the nation. Our staff perform all clinic services from the inception and build-out of the facility through staffing and the delivery of a range of healthcare services to patients. Service range from general medical services, including primary care or servicing one-time patients and specialty and emergent care referrals as feature in **Exhibit 6**.

			Re	levant T	ašks				
STGi Clinic Location	Medical Services/ Primary Care	Coordination with Local Emergency Services	Collaboration with Local, State, and Federal Entities	Performing Health Physicals	Pharmacy Services	Laboratory, Ultrasound, and X-Ray Services	Clinic Operations	Staffing	FTEs
an an an Anna an Anna an Anna an Anna Ann		alan ing sang sang sang sang sang sang sang sa	Clin	lcs	1.1.3**	1.2310.01	<u>1</u>		
Jonesboro, AR	 ✓ 	 ✓ 	1	1	√	✓	✓	√	20
Mountain Home, AR	1	1	✓	I	1	1	 ✓ 	1	20
Lancaster, CA	 ✓ 	√	-	✓	1	1	√	1	21
Loma Linda, CA (5)	1	√	✓	1	1	✓	√	1	143.2
Oxnard, CA	√	√	1	1	1	1	√	1	36.5
Bonner, ID	 ✓ 	 ✓ 	1	1	1	1	1	1	11
Hopkinsville, KY	1	\checkmark	✓	1	1	1	1	1	36
Dickinson, ND	✓	✓		✓	1	✓	\checkmark	\checkmark	9

Exhibit 6: STGi Clinical Operations Locations and Services

Proposal Response



Onsite Employee Medical Clinic
Christian County Commission
Solicitation 2022-11 Due: July 13, 2022, at 10:00AM CST

Williston, ND	1	1	~	↓ ✓	1	\checkmark	1		8.5
Cayuga County, NY	1	1	✓	1		~	1	1	11,5
Dunkirk, NY	1	1	1	✓	1	~	1	\checkmark	12
Jefferson, NY	✓	1	1	1		✓	1	\checkmark	24
Plattsburgh, NY	1	1	✓	1	1	1	1	\checkmark	15
Erie County, NY (2)	1	1	✓	\checkmark		∕	1	$\overline{\mathbf{A}}$	20
Schenectady, NY	 ✓ 	√	1	 ✓ 	\checkmark	<	1	\checkmark	11
McCurtain County, NY	1	1	✓	1	\checkmark	~	1	1	12
Fayette County, PA	1	1	1	1	1	1	√	\checkmark	22.5
Schuylkill County, PA	1	√	1	I	\checkmark	~	1	1	15
Pierre, SD	✓	1	1	✓	1	1	I	\checkmark	9



2.9 Project Manager

Contract Manager/Project Lead – Seth Garvin

Mr. Garvin will act as the Program Manager, Contract Representative, and primary contact for this program. He will assist with our program's success, including meeting all scheduled milestones, deliverable management, recruiting, credentialing, quality control, billing and invoicing. Mr. Garvin has over 10 years of healthcare management and direct clinical health and wellness experience. Mr. Garvin will work in lockstep with our Program Director to ensure all essential program management functions are addressed and completed in a timely manner. Mr. Garvin will collaborate closely with the Program Director to perform clinical performance assessment, budget and schedule adherence, delegation of employee communications, resourcing, reporting, and managing the overall satisfaction of Christian County Management. Mr. Garvin will also perform regular site visits and report to our Program Director. He holds a Master's degree in healthcare administration and is a practicing Athletic Trainer (Rehab Professional).

Contact information:

Email: SGarvin@stginternational.com Phone Number: 703-578-6030 ext. 346

POSITIONS HELD

STG International, Arlington, VA

Healthcare Delivery Project Manager/Program Manager

Manage operations of clinical sites: Establish new clinic serving refugees

- · Oversee 3 departments within FOH handling all HR activities, development and process improvement
- · Coordinate and direct initiatives for programs, Physicians and primary liaison to government client
- Manage budget, negotiate limitations and ensure compliance for contractual agreements
- Lead projects and timeline deliverables for customers as well as business development for new initiatives

University of Utah Health Plans, Murray, UT

10/2017 - 08/2019

05/2017 - 03/2021

11/2016-09/2017

12/2019-Present

- Program Manager
- Managed workflow and program integration with employees and partnering organizations
- Led project initiatives and assisted with procedures for the organization's regional wellness program
- Led, designed, and coordinated program training
- · Relationship management for customer success and companies providing services

AT Home Rehab & Fitness

Founder and Owner

- Managed business finances, resource distribution, staff, and program implementation
- Provided health education and rehabilitation exercise consultation for injuries, accidents, and personal fitness
- Oversaw personalized wellness education to enhance customers overall health
- Led product marketing and services to local and national health facilities and providers

Utah Valley Sports Medicine

Athletic Trainer

- Documented reports, treatments, discharges, ICD 9/10 coding for billing, and other business operations
- Assisted and educated patients with rehabilitation exercises, treatment protocols, and recovery
- Collaborated with providers in surgical interventions and patient management

Westminster College & University of Utah, 01/2014-05/2016

Proposal Response

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Athletic Training Assistant

- Oversaw, coached and supervised work study students and incoming athletes
- Collaborated with care providers, insurers, and medical professional associates to determine plans of care
- Managed offices, incoming work orders and ensure quality improvement

EDUCATION

- Master Health Administration, University of Utah
 Bachelor of Science, Health and Exercise Science, University of Utah
- Associates Degree, General Studies, Salt Lake Community College

CERTIFICATIONS

Advanced Emergency Medical Technician



3 Arbitration/Litigation

No STGi projects undertaken within the last 3 years have experienced arbitration or litigation.



4 Pending Agreements

STGi has no pending agreement to merge or sell the company.

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Operations/Services

5.1 Hours of Operation

Based on STGi's analysis of ER utilization rates in Christian County and in our effort to ensure the clinic is operated as efficiently as possible, STGi proposes the initia clinic schedule featured in Exhibit 7. The proposed clinic hours wi be subject to change

Exhibit 7: Initial On-Site Staffing for the Christian	
County Onsite Medical Clinic	

Services	Monday-Friday	Saturday	Hours/Wee
Clinic	3PM-7PM	N/A	20
On-Call RN Availability	7PM-8PM	10AM-2PM	8
Physical Therapy	10AM-7PM	N/A	16

based on Christian County's preferences and clinic utilization.

5.2 Staff Positions and Staffing Plan

Executive Team

Our approach to managing clinics begins with the hands-on involvement of our Executive Team. With the resources of a large corporation, STGi can readily support the staffing and operational needs of the clinic, but it is our senior leadership's personal and professional involvement that demonstrates our commitment to success and growth of the clinic. Our Executive Team is led by STGi President and CEO, Michelle Lee. Ms. Lee's commitment, energy, and vision for the Clinical Health Program is overseen by our Chief Operating Officer, Jeff Bell. Ms. Lee and Mr. Bell work closely with Ms. Ramirez to ensure the necessary and appropriate resources are available and utilized with the ultimate goal of patient and client customer service and satisfaction in mind. Ms. Lee and Mr. Bell review Clinic Performance Measure Reports, including Patient Satisfaction, and audits of STGi Performance Improvement Activities.

Program Management Office (PMO)

The Christian County Onsite Employee Medical Clinic contract will be managed by our program management team, comprised of our Program Director (PD), Program Manager (PM), and Facilities Manager. In order to provide both depth of expertise and maximum responsiveness, our Program Management Team will utilize STGi Headquarters-based and geographically dispersed PMO resources.



Program Management Team. Our PD, Elle Ramirez, will coordinate and engage these resources as needed and to their maximum benefit. Ms. Ramirez will be the primary point of contact and will have full authority to make routine decisions resulting in better responsiveness and ultimately the best care for patient. She will provide oversight of the key functional areas of clinical

operations, facility management, quality control, recruiting, credentialing, and security. Our PM, Seth Garvin, will work in lockstep with our PD to ensure all essential program management

functions are addressed and completed in a timely manner. Mr. Garvin will collaborate closely with the PD to perform clinical performance assessment, budget and schedule adherence, delegation of employee communications, resourcing, reporting, and managing the overall satisfaction of Christian County and its employees. Mr. Garvin will also perform regular site visits and report to our PD.

Our Facilities Team led by Steven Sokoly, focuses on the clinic design, finalizes floor plans and can assist in overseeing the build-out phase in collaboration with our General Contractor and vendors during the transition and establishes vendors to provide ongoing support for clinical operations to include medical relates services throughout the life of the contract.

Proposal Response



TJC Quality Improvement Team. Our Quality Control Plan (QCP) will be executed on a daily basis by our Clinic Manager with the support of our Physician/Medical Director and TJC QI Team, comprised of our QI Manager, Mary-Ellen Piche, CBOC Corporate Medical Advisor, Dr. Geoff McCarthy, Corporate Clinical Advisor, Gina Luna, and Mental Health Advisor, Dr. Bruce Nelson, who will all provide oversight, expertise, and guidance utilizing STGi's comprehensive QI Program. Our TJC QI Team designs and implements quality management and safety program components; monitors monthly Performance Measures and Data Warehouse reports, and identifies strengths and opportunities for improvement and sets priorities for process improvement



Recruiting/Credentialing Teams. Initial and any ongoing staffing initiatives will be fully supported by our Recruiting Lead, Alanna Davis, and an 15-person recruiting team. As a TJCaccredited provider, candidates will be vetted through a process of background investigation and internal credentialing. Viable candidates will be submitted to Christian County for credentialing by our Credentialing Lead, Erica Tyler, and her eight-person credentialing team.



Onboarding and Retention Team. All onboarding, retention and human resources (HR) aspects of the contract will be managed by our Onboarding and Retention Lead, Marcia Euwema, and her eight-person corporate team

Additional PMO Resources. The contract will be further supported by our Contracts Department who are responsible for executing all contracts and subcontracts and monitoring them for compliance. Finance will manage all aspects of financial reporting for this contract

 \bigcirc and conduct the billing and invoicing associated with all customers. Our IT team will ensure the performance of all technology associated with the contract, including HIPAA compliance and system security.



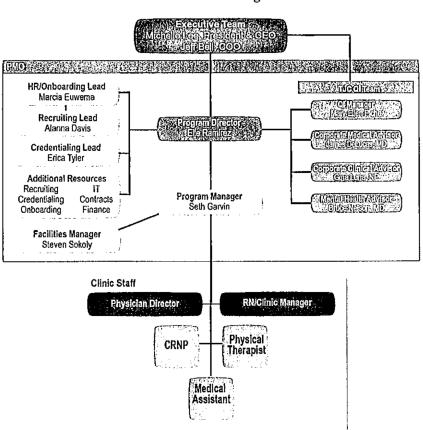


Exhibit 8: STGi Clinic Organization Chart

Dedicated Transition Team Members

Led by our PD/Transition Lead, Elle Ramirez, our Transition Team will carefully plan all pre- and postaward activities to ensure timely startup and delivery of the Contract. Program Manager, Facilities Manager, Recruiting Lead and Credentialing Lead are a part of our PMO with Ms. Ramirez shifting into her role as the Program Director after the transition period has ended. Below, we provide a profile of our Transition Team member who is fully dedicated during the transition period and will directly support contract startup.

Roles and Responsibilities. Our Transition Team members (**Exhibit 9**) have extensive experience onboarding large numbers of incumbent personnel in a short period of time, and supporting contracts similar in size and scope, which will help streamline the transition process.

Exhibit 9: STGi's Transition Team Leads have extensive experience supporting contracts similar in size and scope, which will help streamline the transition process

Level of Management	Roles/Responsibilities
Team Lead Elle Ramircz	 Takes the lead in organizing and managing overall contract transition; all members of transition team will report to her. In lockstep with the Program Manager, reviews contract award documents, PWS, etc.
	with STGi's senior leadership to ensure understanding of the contract requirements and deliverables



	• Schedules the kick-off meeting and planning sessions with Christian County, and reviews the schedule and deliverables.						
	 Meets weekly with the Christian County leadership during transition to report facility/staffing status and open issues. 						
	• Ensure facility build-out, patient transition, implementation plan, and staffing levels are all completed on-time and within budget						
	• Serves as our alternate POC to the CCOC during the transition						
Program Manager Seth Garvin	 Assists in the reviewing of contract award documents, scope of services, etc. with Transition Team Lead to ensure understanding of the contract requirements and deliverables. 						
Sell Qalvin	• Works with our TJC QI Team to ensure STGi SOPs, quality programs and procedures are integrated into our clinic operations at each location						
Facilities Manager	 Works in conjunction with General Contractor to capture all desired design aspects and clinical needs in the facility floor plan 						
Steven Sokoly	• Establishes vendors to provide ongoing support for clinical operations to include medical relates services						
Clinical Staff	 Coordinates transition activates including training, scheduling, teams designations and establish operational activities 						
Transition Lead	 Trains, supervises and mentors new staff and develops contract staff job performance plans during transition 						
Karen Bondura	 Establishes and maintains transition policies to include all CCOC, STGi and TJC criteria such as instating employee charts, safety drills and all quality reporting methods 						
Recruiting Lead	• Manages Dedicated Recruiter and team of 15 medical recruiters in support of regional hiring needs						
Alanna Davis	 Leads recruiting planning efforts for pre-and post-award activities to ensure that we are ready to hire and fill all post-award vacancies 						
	• Ensure all personnel have all necessary medical licenses and certifications						
Credentialing	Obtains and verifies employee credentials						
Lead	• Performs background checks.						
Erica Tyler	 Assembles credentials packets, verifies completeness and accuracy, and submits to the Program Director 						
	• Leads all HR aspects and manages the onboarding process for incumbents and new staff						
Onboarding/ HR Lead Marcia Euwema	 Recommends salary levels; ensures all incumbents and new employees receive correct compensation and benefits package. 						
	• Ensures STGi is in contract compliance from an HR perspective.						

Proposed Staffing Plan

As a current provider of clinic staffing and operations, STGi adheres to the requirements for finding the most qualified healthcare providers and verifying their credentials. STGi has developed a formalized hiring and credentialing process with a recruiting team supported by a cadre of management and HR specialists including a dedicated Credentialing Lead. Our Credentialing Lead assigns staff to meet peak requirements, and monitors compliance with contract requirements as well as with STGi's standard practice mandates. STGi confirms the proper licensing of all staff in accordance with all state regulations.



Based on the current staffing levels described in the RFP and our workload projections, STGi will employ and provide a team of fully credentialed, experienced, and capable health care professionals and support staff to operate the clinics and provide the services necessary to meet the healthcare needs of the Christian County employees and dependents. As we do in our other clinics, we will ensure all of our staff members provide efficient and courteous service to all patients, foster diversity at all times, and possess good communication skills. Exhibit 10 features our initial

1 1 (Initia) On Sita Staffing f		o Chy	intian (
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Onsite Employee Medical Clinic

Exhibit 10: Initial On-Site Staffing for the Christian County Onsite Medical Clinic

Position	Schedule	Hours/Week (FTE)			
Physician/Medical Director	2 days per month	1 (.05 FTE)			
RN Clinic Manager	M-F, 4PM-7PM M-F, 7PM-9PM (on call)	28 (.7 FTE)			
APRN	M-F, 4PM-7PM	20 (.5 FTE)			
Medical Assistant	М-F, 4РМ-7РМ	20 (.5 FTE)			
Physical Therapist	T, Th, 10AM-7PM	16 (.4)			
Total of 5 Staffed Personnel					

STGi has a dedicated corporate

program within our healthcare division which focuses on our clinical services. Led by the Program Director, Elle Ramirez, the department has a roster of dedicated resources to support clinical operations.

We will identify individuals who can perform in dual roles and be cross-trained and utilized in a supplemental and backup capacity to maximize flexibility in scheduling, maintain strong teamwork, and enhance the clinic's efficiency.

Plan to Provide Back-Up Team

proposed staffing plan.

Access to timely care is critical to outpatient satisfaction and STGi is committed to exceeding Christian County's expectations. Minimizing clinic cancellations is essential to achieve high patient satisfaction, maintain a collaborative relationship with patients and reduce unscheduled walk-ins. To ensure continuity of care and exceed the requirements for patient access our back-up staffing plan prevents an unknown absence by requiring advance notice for planned annual leave. If the provider's schedule needs to be blocked for one day or more, the provider submits a leave request to the RN Clinic Manager for preliminary approval. If approved, the RN Clinic Manager forwards to STGi's Program Director. Once that is approved, our administrator can then block the provider's schedule for the planned leave. STGi has the ability to ramp up staff on short notice throughout the life of the contract as members increase or as short-term surge requirements occur as indicated below:

Scheduled leave: Upon notification of scheduled leave, we review our known qualified, available resources that may be used as replacement staff. STGi has extensive experience in recruiting both short-term and long-term personnel, which includes using established and responsive locum tenens firms. STGi will ensure short and long-term personnel are credentialed prior to providing care.

Unscheduled leave: If an unscheduled absence occurs, the team will attempt to notify the patient and offer the option of being seen by a different provider or rescheduling the appointment. We will use onsite staff as appropriate for immediate backup; staff members have some degree of flexibility to allow them to shift to fill in for absent staff. For emergency backup, we will use our Clinic Manager or Advanced Practitioner, as appropriate, as schedules permit, and if acceptable to the patient. If the patient is unwilling to be seen by a different provider or we are unable to provide back-up, the RN/Clinic Manger will triage the patient and manage his care within his/her scope accordingly to mitigate any urgent healthcare needs and for immediate medication refills will be determined by backup provider or a new appointment negotiated within 14 days based on the patient's needs. If the unscheduled leave is beyond 14 days, STGi will initiate our reach out process to one of our preliminarily credentialed back-ups to provide services.

Proposal Response



Strategy to Provide Timely Substitute Personnel: To prevent multiple-day clinic cancellations, we require advance notice for planned annual leave. Upon notification of annual leave or resignations in a short timeframe, we will review our known qualified, available resources that may be used as replacement staff. Should there be a known longer term absence that can't be covered with existing staff, STGi will call upon our "floater/traveler" providers, which include locums, trained employees or per diem staff to support operational demand as needed. These providers are credentialed prior to providing care at the clinic, and can be onsite providing care, usually within 24 hours. To address potential long-term absences, STGi will also activate our recruiting process found in *Section 5.4*. We recruit HCPs throughout the life of the contract. We have extensive experience in recruiting both short-term and long-term personnel, which includes using established and responsive locum tenens firms.

5.3 Billing Procedures

STGi will be utilizing AdvancedMD software and services platform for generating claims and reimbursement submission to the client's insurer (if applicable). This program is able to submit electronically to the third-party payer for reimbursement of services. The Revenue Cycle Management (RCM) tracks submission to payment. A report is generated if there are issues with the claim submission. A team reviews the information and follow up is coordinated with the Clinic Manager as needed.

AdvancedMD will leverage the AdvancedMD reports to bill the county on a monthly basis using the claim billing system, workers compensation billing, based on services provided to the employees and dependents.

5.4 Services planned to be provided

Clinic Operations

STGi will operate the CCOC per our clinic operations best practices and standard operating procedures. The CCOC will be open a minimum of 20 hours per week (*see Section 5.1*) and staff with the appropriate health care professionals to meet patient demands (*see Section 5.2*).

STGi will leverage AdvancedMD to support appointment scheduling, EMR management, and medication prescription coordination. STGi has a strategic partnership with AdvancedMD, a Medical Office Platform Software that provides ease of flexible scheduling, simple charting, billing and accurate reporting while assuring ease of access and security without compromise.

With AdvancedMD, the providers are able to work remotely, see patients and stay connected with a comprehensive cloud suite of office and remote care technologies including the following:

- Practice Management including front office and scheduling software all within the medical billing software. eEligibility offers the flexible options to check patient insurance eligibility before a visit and with referral of care, lab work, prescription management.
- Electronic Health Record software with smart clinical applications for quick access to patient information from any browser. Smart EHR dashboard with provides schedule snapshots and task overviews that show completed and critical tasks that need to be completed.
- Patient Engagement for healthcare experience online, while capturing feedback in real time.
- Patient Portal allows us to engage our patient with a wide variety of self-help tools and time-saving features.
- Managed Billing for revenue cycle management services with analytics for an easy, simple way to get paid for services provided.
- Reporting and Analytics provide real-time information on the financial health and uncover outstanding opportunities to engage or improve services.
- Appointment Reminders increase patient show-up rates, save money, and simplify workload with automated reminders.
- Integration with most leading laboratory information management systems.

Proposal Response



- Referral management of receiving and forwarding HIPAA compliant patient information to assure continuity of care is efficient and appropriately managed.
- Patient Surveys allow us to build a positive online reputation as a result of the survey results.
- ePrescribing allow for medications prescriptions being managed and tracked with patient activities through the EHR.
- Personal telemedicine, virtual visits expand the care coverage and reduce costs and travel hassles for patients while increasing patient satisfaction.

Clinic Services

STGi supports a strong collaborative model of care. It will be important to assure alignment of efforts to support the community. This will require that STGi works with county leadership, employee interest groups, and other stakeholders to make sure that priorities are established and ongoing dialogue is managed for the overall success.

Exhibit 11: Draft Schedule

Component	Subtasks	Schedule
	• Provision of Primary Healthcare	
	• Laboratory Services	
	 Specialty, Urgent, and Emergent Care 	
	• X-ray and Imaging Services	
Provision of Care	• Chronic Pain Management	
Treatment and	Prescribing Medication	Daily (during clinic hours)
Services	• Women's Healthcare needs including Low-risk pregnancy	nours)
	Pediatric Health, Growth and Development	
	 Vaccine administration including COVID-19 	
	• Referral management for Specialty Care	
	• Telehealth for primary care and urgent care needs	
Physical Exams	• Wellness examinations	Daily (during clinic
r nysicai Exams	• DOT examinations	hours)
	• Physical evaluations	
Physical Therapy	 Creation of treatment plan 	Tuesday and Thursday (per PT schedule)
	• Treatment plan implementation and progress assessments	
Workers Compensation./ Injury Treatments	 Provide Injury treatment to employees eligible for workers compensation 	As Needed
Non-Medical Patient Support	• Patient Enrollment and Disenrollment	
	• Patient Education	Ongoing As Needed
	Coordination of Care	
Employment	• Pre-employment physicals and screening	
Related Health	• Toxicology screening	As Needed
Care	• Post-Accident screening	



Exhibit 11: Draft Schedule

Component	Subtasks	Schedule
	 Respirator protection fit-test physicals Workers compensation related screening 	
Pharmacy Services	Medication AdministrationMedication Storage	Daily (during clinic hours)
Laboratory and Diagnostic Services	 Perform tests ordered by a credentialed provider and use the contract specified Primary Care Current Procedural Terminology (CPT) Codes for processing. 	Daily (during clinic hours)
Appointment Scheduling/ Walk-in Management	 Manage new and returning patient appointments and coordinate with staff schedules Maintain triage system for walk-in patients. 	As Needed
Patient Payments	 Ensure clinic and/or healthcare providers are credentialed for insurance billing Bill patient insurance through EMR system Coordinate Single Case Agreement (SCA) when possible. 	Daily (during clinic hours)
Information Management	 Data Tracking and Management EMR system management 	Ongoing
Infection Prevention and Control	 Form an Infection Control (IC) team Coordinate all activities and complying with all policies and procedures related to the Infection Prevention and Control Program. 	Ongoing
Environment of Care Management	 Equipment Management Hazardous Materials Management 	Ongoing
Performance Improvement	• Ensure implementation of QI activities plan and adherence to QASP	Ongoing
Human Resources Management	 Onboard and orient staff Ensure staff credentials are up to date Coordinate ongoing training with clinic manager 	Ongoing

Staff

Our Talent Acquisition and Retention Strategy features our 15-member recruiting team, automated recruiting systems, the ability to attract and source top talent utilizing cutting edge strategies, and knowledge of healthcare labor markets in the Christian County vicinity. To compete for specialized healthcare professionals in any marketplace today requires innovation, creativity, flexibility, and fairness. These values are what make staffing companies successful, and these are the values we put to work to foster loyalty and enhance retention.

Our plan to hire experienced, trained and qualified staff by the contract start date will be based on our extensive experience in implementing similar contracts in size, scope and complexity, including our current clinics. Our effective processes and procedures of our Talent Acquisition and Retention Strategy ensure qualified HCPs are recruited and retained throughout the life of a resultant contract in order to

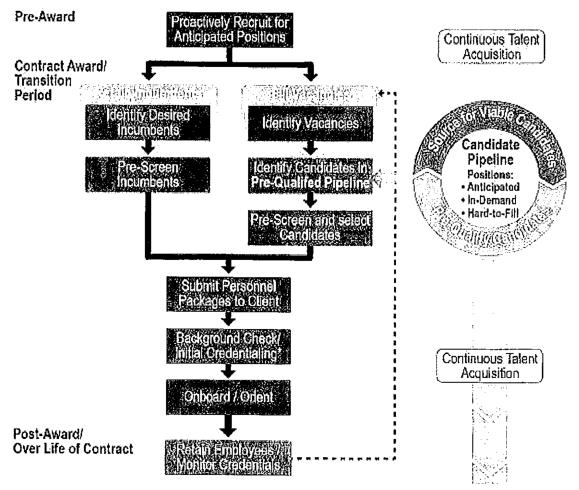


deliver uninterrupted medical services and provide quality patient care. We are constantly sourcing a pipeline of pre-screened personnel that can be submitted for consideration to fill positions as they are requested. STGi's approach to identifying qualified candidates is multi-faceted and includes identifying individuals with the right customer service foundation and required technical skill sets.

We are fully prepared to acquire talent, engage and retain qualified incumbents, while providing other qualified personnel from our current database of HCPs. With hands-on knowledge of trends and market intelligence in the industry regarding best practices related to recruitment services, our strategy is designed to anticipate needs and continuously recruit to fill vacancies more efficiently. Our internal recruiting team's extensive experience allows us to meet business requirements timely and efficiently, while offering experience and expertise to handle specialized needs.

We will implement successful recruiting, engagement and retention plans to staff difficult-to-fill positions and on-board candidates despite labor scarcity, rural locations and competition from other private or public healthcare entities.

Exhibit 12: Our Talent Acquisition and Retention Strategies are Client-Focused to Meet Contract Requirements



Our processes ensure total compensation and benefit packages are competitive within the marketplace. We place an emphasis on managing and developing talent, engaging employees, and fostering a supportive work environment to enhance overall employee welfare and job satisfaction.



Central to both strategies is effective, ongoing and consistent communication. STGi's PM, Seth Garvin, will proactively discuss staffing progress, issues, and future needs with the Contracting Officer and/or the COR in formal weekly meetings to anticipate and avoid staffing problems. We will work collaboratively through any recruiting challenges and hurdles to ensure business objectives and goals continue to be met. Once a vacancy has been filled, we will seek feedback from key stakeholders, as appropriate, to understand the level of customer satisfaction achieved. We will apply process improvements based on lessons learned from the customer's perspective to improve future placements.

STGi has proven methods and skills for recruitment and retention. We have developed, refined, and applied our approach on our 24 clinics. With hands-on knowledge of trends and market intelligence in the industry regarding best practices related to recruitment services, our strategy is designed to anticipate needs and continuously recruit to fill vacancies more efficiently. Our internal recruiting team's extensive experience allows us to meet business requirements timely and efficiently, while offering experience and expertise to handle specialized needs.

Wellness Program Operations

STGi will work with Christian County and county employees to best understand the needs of the population and create a wellness plan that speaks directly to the needs and interests to the CCOC patients. We recognize that health education is one of the most important components seen in employee wellness programs. From sending around a monthly newsletter with health tips, to conference on healthy eating and fitness demonstrations, health education can be valuable and cost-effective. Our programming will focus on encouraging skill development and lifestyle behavior change. The goals of a health education program are more easily met when you tailor the education to the employees' interests and needs.

Our wellness program will include:

- Meeting with participants individually to better understand their health risks, explain benefit of improving their health and the actions they can take to improve their health.
- Offering ongoing group wellness programs in the following areas: physical activity & exercise, weight, management tobacco cessation, nutrition, and chronic disease management.
- Conducting health education sessions to participants in various County locations on health-related topics.
- Maintaining website and utilizing other multimedia (primarily social media) to provide information on wellness programs and events, as well as general health related information.
- Developing and tracking wellness service objectives and advance wellness initiatives.
- Supporting CCOC staff to administer and promote an annual health risk assessment (available online if needed) for participants.
- Creating and distributing monthly wellness information.
- Tips for individuals with chronic health conditions, special needs, developmental challenges or mental health conditions, such as anxiety, and/or depression.
- Analyzing and aggregating clinic and health plan data for top conditions treated, recommend, and develop programs to address identified conditions.
- Facilitating Wellness Task Forces meeting and implement approved actions.

Billing

STGi's Program Manager, with support from the STGi Headquarters finance and contractual teams will invoice Christian County on a monthly basis for clinic and wellness services. Invoices will be itemized to include clinic and wellness program related expenses and separate reporting for workers' compensation services.

Reporting



STGi will collaborate with Christian County to ensure the County has as much information as possible to support employee health and wellness. STGi will ensure CCOC staff are available to support employees when health and wellness information is requested by the County.

STGi staff will ensure that any patient health information data is passed within the parameters set by the CCOC within the guidelines set by IIIPAA standards. Relevant data in our reporting will include items such as:

- Return on Investment calculations (ROI) for the CCOC, other financial data as needed
- Total patient visits
- Patient visits per condition and/or type
- Provider productivity
- Clinic Utilization and Capacity
- Workers' compensation claims and treatment
- Health Risk Assessment (HRA) outcomes
- Develop a strategic plan for the CCOC, including objectives for each plan year
- Quarterly updates on strategic plan initiatives and performance
- Send claims reports to the County's Third-Party Claims Administrator to use in health utilization and claims review
- Trends (increases or decreases) in healthcare services provided
- Patient survey results
- Financial data
- Other information as deemed necessary by County leadership and STGi

Our goal is to provide the best standard of care and engagement to keep county employees and their dependents healthy. STGi will conduct semi-annual meetings with employee organizations to discuss both the health issues identified in the data we've gathered as well as any issues of concern brought by stakeholders.

Marketing and Assessment

STGi will develop marketing materials to promote the CCOC and Wellness program to employees and dependents. Details of our marketing plan can be found in *Section 7*, but the plan will include:

- Distributing educational materials
- Advertising clinic services and wellness programing
- Annual communications calendar for health education, awareness, and outreach
- Health, wellness, and prevention events, activities, and programming
- Developing clinic and wellness program utilization incentives.
- Periodic surveys of employees regarding CCOC operation and overall satisfaction

Facilities

Upon contract award, STGi's Project Manager will arrange a meeting with Christian County and the STGi facility team to discuss potential paths for clinic construction. STGi has successfully constructed, initiated operations, and continued to manage 24 distinct outpatient facilities. We will leverage our clinic construction lessons learned and best practices to advise Christian County in the construction of their clinic. STGi has leveraged our experience a design for CCOC which includes:

- 2 patient exam rooms with direct access to private bathrooms
- Comfortable waiting room where patient can wait comfortably to seek care
- Office spaces for staff
- Large physical therapy and physical fitness area

Proposal Response



STGi goes to great lengths to ensure a consistent approach and level of quality in all of our clinic facilities. STGi understands that an accessible, safe, and comfortable facility is critical to creating an environment conducive to the healing process and overall wellness of patients and staff. STGi proposes the floorplan featured in Exhibit 13 for the CCOC.

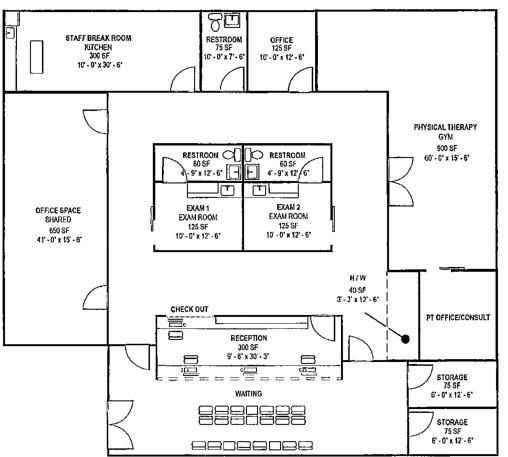


Exhibit 13: STGi Proposed Clinic Floor Plan

Pharmacy Operations and Services

Based on the size of the estimated patient population as well as the utilization numbers, STGi will not offer a full retail pharmacy within the CCOC. STGi providers staff will have the capability to prescribe medications that will be filled at a local pharmacy or through the current mail-orders service leveraged by the county.

Non-Prescription Medications. We will maintain and dispense common over-the-counter medications (OTC), which will be offered to patients at a reasonable fee.

Insurance

STGi will maintain the required professional liability insurance coverage per specifications in the RFP.

Federal and State Law

STGi clinic operations will adhere to all federal, state, and local laws and regulations.

Proposal Response

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5.5 Examples Demonstrating STGi's Proactive Approach to Enhancing Services and Saving Cost

STGi will leverage lessons learned from our experience at our 24 outpatient clinics to improve operations at the CCOC. Based on our clinical operations experiences, STGi has been proactive about finding best practices that both improve the quality of care and provide cost savings to the customer (Exhibit 14)

Benefits for Cost Savings Activity Description Service Benefit The STGi management teams created Decreases staff individualized improvement projects turnover and Improves staff tailored to specific clinic and Employee Improvement resulting overhead skills and creates employee developmental needs. STGi Projects costs, has led to better service for works with staff to ensure they have greater operating the patients the required resources to complete efficiency. their projects. RN Managers provide effective RN Managers are Provides two key leadership through their clinical able to coordinate clinic roles and experience and skill by evaluating the nursing efforts to perspectives in a performance of staff, providing ensure that single employee. Combining RN and Clinic feedback and mentoring, developing effective patient Manager education programs, staff professional care is being development, and maintaining provided and that inventory of medicines, equipment and quality standards supplies are met The continuous Continuously STGi's QCI team provides quality review leads to oversight of all clinic operations as works to leverage efficiency in Quality Control well as the defined processes and best practices to clinic operations Improvement Team procedures to implement best practices improve clinic and the costs as part of our continual quality operations and associated with improvement. care to customers those operations.

Exhibit 14: Draft Schedule

5.6 Cost Reducing and Outcome-Improving Management Services

Cost Reducing Clinic Management Services:

Efficient Operating Hours: STGi has researched the utilization records for emergency rooms in Christian County and has proposed clinic operating hours that correspond with the time Christian County employees and dependent are most likely to seek care. STGi will continue to track clinic traffic and utilization and adjust hours to ensure we are meeting the needs of our target population.

Vaccine Clinics: STGi will operate seasonal flu and COVID-19 vaccine clinics to provide vaccines to county employees at no personal cost. The accessibility of the clinic will ensure that employees will miss a minimal amount of time obtaining the vaccine while the added protection they receive from the vaccine itself will ensure minimal sick days during flu season.

5.7 Describe how you handle member issues and complaints.

STGi places a strong emphasis on customer service and patient satisfaction. Our team creates a partnership with the patient to promote communication while empowering the patient through participation and offering them different options. For instance, through the AdvancedMD secure messaging system, patients are able to communicate with the primary care team, request prescription



refills and view their test results. This provides the patients with the opportunity and the tools to make informed decisions and manage their healthcare while significantly decreasing the need to physically visit the clinic. Our team's collaborative approach ensures the patients' concerns are addressed before and after the appointment. On occasion, the patient care team is able to appropriately answer the patient's questions, eliminating the need for an unnecessary office visit.

We have also implemented an innovative approach to immediately address any patient complaints onsite. Our RN/Clinic Manager will act as a patient ambassador who is welcoming and attentive to the needs of the patient while demonstrating compassion and respect. They demonstrate an ability to handle challenging customers in a professional manner and handle customer service inquiries as needed. The Clinic Manager works to research and resolve problems if the patient is not satisfied with the services provided and works collaboratively with the Advanced Practitioner to deescalate patient concerns as corrective action is pursued and expedited. All patient concerns are recorded in a Report and shared with the Contract Manager to identify repetitive issues for program corrections and to ensure best practices are shared at the clinic leadership level.

STGi is partnered with a cloud-based medical software system AdvancedMD to help simplify tasks and make information more accessible. This platform offers surveys that can be sent directly to clients in obtaining feedback on how they feel they were treated by their provider. Analysis and review are conducted by the Clinic Manager and for any needed opportunities there are quality improvement programs put in place to help the clinic be the best they can be. The survey also helps improve our performance and communication with the patients. Our surveys cover access to care, quality of care, coordination of care, confidence in the providers and appointment experience. Most importantly, our surveys reflect ongoing efforts to improve patient satisfaction as we strive to achieve a score of 90-100% customer satisfaction



6 Reporting

STGi will collaborate with Christian County to ensure the county has as much information as possible to support the patient population. STGi will ensure CCOC staff are available to support patients when health and wellness information is requested.

STGi staff will ensure that any patient health information data is passed within the parameters set by the university within the guidelines set by HIPAA and PHI standards. Relevant data in our reporting will include items such as:

- Clinic utilization data
- Types of clinic visits
- Trends (increases or decreases) in healthcare services provided
- Patient survey results
- Financial data
- Other information as deemed necessary by University leadership and STGi

STGi will pursue opportunities to increase CCOC interaction with CCOC employees and their dependents. Our goal is to provide the best standard of care and engagement to keep the beneficiary population healthy. STGi will conduct regular meetings with community organizations, and county wellness resources to discuss both the health issues identified in the data we've gathered as well as any issues of concern brought by the patient, organizations, and county leadership.



6.1 Example Performance Summary Report



STG International (STGi) is honored and proud to manage the Jonesboro CBOC and provide input to the CPARS for Option Year 1. For your convenience, we have provided a list of examples where STGi has gone above and beyond what is required in the contract and our performance excellence approach to providing the best care possible to our Veterans in collaboration with the VAMC and clinic staff.

Quality

STGi has and continues to pursue the high standards required by this contract. However, we never lose focus that our objective is to work with the VA to provide the highest quality medical care to our Veterans, when and where they need it. We have summarized some of our most significant improvements in the paragraphs below focusing on patient safety and patient satisfaction.

PATIENT SAFETY

Working to Decrease Hospital Readmissions

Nearly one out of every five patients discharged from the hospital is readmitted within thirty days. Contacting patients within two days of their discharge is critical to ensuring patients successfully transition from hospitalization to outpatient care. Data from VA research studies show that 15% of patients who receive a telephone follow-up call were readmitted to the hospital compared to 25% who did not receive a telephone follow-up call. This timely effort helps to identify any complications, manage symptoms, and ultimately reduce the likelihood of costly hospital readmissions. The Jonesboro CBOC excels at making these essential follow-up calls 64.29% of the time, meeting the contract goal of 60% and well above the national average.

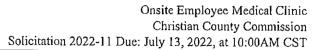
Improving Vital Cancer Screening Efforts

Cervical cancer was once the number one cause of death from cancer among women. Thanks to advancements in preventative screening methods, this rate has decreased dramatically but the VA has recognized that improvements are still needed as female Veterans are less likely to utilize VA healthcare for their pap smear screening. To break down any potential barriers, VHA Directive 1330 addresses the need for women's health providers to ensure all eligible Veterans have access to medically necessary services related to cancer screening. STGi has taken this a step further and created a Women's Health Committee with efforts aimed at targeting outlier patients who are overdue for their pap smears. Over the last nine months, Jonesboro has increased the **pap smear completion rate to 70%** and is well on its way to reaching the national goal of 86% and ensuring our female Veterans receive this vital cancer screening.

Decreasing Risk of Opioid Overdose

The national opioid crisis has affected all demographics. Our Veteran population has been disproportionately affected as they are twice as likely to die from an opioid overdose than the general population. Veterans are more likely to suffer from physical pain, this is further compounded by mental health issues, such as PTSD and depression, which increases their risk for opioid abuse. In 2013 the VA established the Opioid Safety Initiative to combat the growing epidemic of opioid misuse among Veterans. To partner in the VAs efforts, STGi has established an Opioid Safety Committee. Our team utilizes the OTRR (Opioid Therapy Risk Report) to identify high-risk patients. Since the inception of this committee, our goal has been to ensure every qualifying patient is educated on signs and symptoms of

Proposal Response





overclose and is given Naloxone, a life-saving medication. Jonesboro has successfully ensured 84% of high-risk patients on opioid have Naloxone. This is well above the VA memorandum aiming for 25%.

Timely Reporting of Patient Results

STGi implemented improvements aimed at patient safety by focusing on VHA Directive 1088 which states all patients must have test results communicated in a timely manner. The VA has identified that timely follow-up is essential for high-quality patient-centered care. When timely follow-up is not done, this leads to poor patient outcomes. To align ourselves with this patient safety initiative, STGi partnered with the VA to conduct audits to ensure our providers were meeting this mandate. Audits revealed our providers communicate test results to patients within the mandated timeframe, consistently meeting the VA goal of 90%. This impacts patient safety, especially during COVID-19, as it ensures the follow-up of all patient results that need to be addressed.

Screening for Suicide Risk

Suicide is a public health challenge that greatly affects our Veterans. Given that suicide is preventable, it has become the VAs highest priority which led to the National Strategy for Preventing Veteran Suicide. One of the strategic directions in this initiative is to increase the use of risk assessment tools to identify high-risk patients and provide timely interventions and supportive services. The annual suicide risk assessment screen allows us to capture these patients. The Jonesboro mental health team has made this a top priority. Through chart audits and staff education, Jonesboro increased its suicide screening rate from 74% in FY21Q3 to 100% in FY22 Q1. This ensures we identify any Veterans who are at risk for suicide and provide them with vital services to align with the VAs efforts to decrease Veteran suicide.

The Gold Standard for Continuous Readiness

The Jonesboro CBOC aims to carry out the Joint Commission's mission daily. A constant state of readiness means we are providing safe and effective care of the highest quality and value at every moment. An example of this is the attention we place on the environment of care (EOC). Delivering healthcare in a safe, quality controlled, and clean environment is a must. This includes everything from proper cleaning and disinfecting medical equipment to ensuring we have quality control logs. On March 22nd, the Jonesboro team participated in the Memphis Joint Commission survey. After a successful visit, the Joint Commission surveyor, Mr. Lenox, stated the Jonesboro clinic should be the standard for all VA community clinics.

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Exceptional patient survey scores are the ultimate indicator of high-quality healthcare and patient satisfaction. Patients are looking for good experiences with their healthcare team. At the Jonesboro clinic, our Survey of Healthcare Experiences of Patients (SHEP) scores reflect our high patient satisfaction rates. In the category of **Overall Satisfaction**, Jonesboro received an outstanding 91.2% for FY22Q1.

STRIVING FOR STAFFIEXCELLIENCE

Our Staff Go Above and Beyond





The staff at the Jonesboro Clinic repeatedly receive positive feedback form the Veterans. Dr. Akin frequently receives kudos for his professionalism and caring nature.

Our TCT staff is often recognized by the VA for providing exemplary telehealth care and often leading the VISN in visits completed.

Many of our staff who are Veterans are active in CIVIC organizations in the local community. Some serving on the "We are the 22" response team. This group of Veterans responds to fellow Veterans in distress.

Management

STGi recognizes that strong management is vital to help identify situations that demand immediate focus and adjustment to those areas requiring attention.

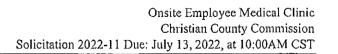
As an example of superior management, we are focused on retaining our established patients and expanding our patient panel. Our team is comprised of a CBOC manager, elinicians, scheduling assistants and local Veteran organizations. We continually monitor our patient panel and seek to ensure our return to elinic orders are up to date, we work with VA representatives to try and recepture Veterans who have fallen off our panel and seek to provide appointments to ensure optimal patient care. We diligently work with our local VSO officer and aid any Veteran who currently does not receive services.

STGi offers a comprehensive training plan with a 90-day orientation where employees are closely monitored for optimal performance, good attendance, appropriate behaviors, and specialized competencies. This process fortifies the program assuring that we have selected the right fit in each position. During an employee's tenure with STGi, we constantly provide customer service training, health and well-being check-in's, education assistance, opportunities for growth and participation in various program focus groups, as well as annual employee engagement surveys. We are in a constant state of searching for areas to improve with our Performance Excellence Team. This in turn provides each Veteran an optimal healthcare experience.

STGi successfully partnered with VA Contracting and the Memphis VA Care System to hire and credential all 20 staff who are employed in the clinic. These individuals are locals who share in the vision of providing optimal care for Jonesboro and surrounding counties Veteraus.

Regulatory Compliance

STGi operates our existing CBOC contracts using operational and quality management performance improvement processes and procedures to meet The Joint Commission (TJC) regulations outlined in the TJC Comprehensive Accreditation Manual for Ambulatory Care (CAMAC) Standards and Occupational Safety and Health Administration (OSHA) laws and regulations. Utilizing these guidelines and standards, our CBOCs have participated in TJC surveys and inspections with outstanding results and no identified deficiencies. Our knowledge, understanding, and continuous alignment of the VA and TJC Standards of Operational Practices have resulted in consistent patient enrollment, high-quality clinical staffing in rural CBOC locations, and high achievement against the VA's Primary Care Benchmark Assessment. Our





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Program Management team works closely with the COR to follow the Quality Assurance Surveillance Plan (QASP) and Performance Measurement Process guidelines. STGi's rigorous adherence to the Performance Improvement Process and Performance Measurement Process, focused on the delivery of care, has resulted in meeting, and exceeding the VA's Performance Measures

Small Business Subcontracting Plan

STGi's goal is to assist the Government in achieving its small business contracting goals. STGi used the SBA target percentages as the basis in development of our company-wide subcontracting plan. In order to meet and exceed our goals, STGi made the following good faith efforts to assist small business, Veteranowned small business, service-disabled Veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as follows: (1) by arranging fair and equitable solicitation with preference given to small businesses (all other things being equal); (2) giving small businesses ample time for the preparation of bids; and (3) providing small businesses with accurate information on quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns.

STGi's goals are generally above the VA goals, we are happy to provide details upon request. For the 2021 fiscal year, we exceeded our company wide SB goals and have received Exceptional ratings on other projects for that component.

Closing

STGi has provided superior service and excellent medical care to the Jonesboro CBOC Veterans, as evidenced by the many high scores mentioned above. STGi is proud to have delivered first-class healthcare at the Jonesboro CBOC during the last year and we look forward to continuing to provide the same level of service in the next period of performance.



7 Marketing and Assessment

STGi will work collaboratively with Christian County to encourage county employees and dependents to leverage the CCOC. Our Program Manager will oversee the coordination of all outreach activities within the county to ensure our outreach program is fully implemented. We plan to apply our multifaceted approach for clinic outreach efforts, applying the successes and lessons learned from our 24 outpatient clinics. Exhibit 15 provides a high-level view of the CCOC Outreach Plan.

Exhibit 15: Goals and Objectives for CCOC Outreach

Outreach Goal 1: Collaborate with Christian County to implement a comprehensive outreach program to increase community awareness of available health care services

Goal 1 Objectives

- Coordinate all outreach activities with the Christian County
- Coordinate annual events

Outreach Goal 2: Increase the number of community members aware of the clinic's health capabilities Goal 2 Objectives

- Conduct community survey to identify areas of interests and/or needs
- Develop speaking opportunities to local business or community groups to reach those not currently leveraging clinic services.
- Provide secure web site where eligible patients may review the facility and learn about the providers before coming in
- Disseminate literature describing clinic services, hours, phone numbers, etc.
- Conduct quarterly public Q&A sessions
- Establish connections with local the Chamber(s) of Commerce

Goal 2 Activities and Outputs

- When possible, accept public or media speaking engagements with Christian County approval
- Make presentations to related organizations
- Introduce staff members

- Participate in local and community activities
- Schedule group education opportunities corresponding with national and worldwide health promotion campaigns (e.g., 10/7-Depression Screening Day, 10/20-World Osteoporosis Day, 9/29 Make certain outreach literature (approved by the NPS) is available at community efforts, as well as in the clinic at all times National Women's Health and Fitness Day)
- Participate in community-wide organized events via information booths (e.g., country fairs and public servant affiliated events)

Goal 3 Activities and Outputs

- Provide important health information
- Provide preventative health "goodie bags" (e.g., health literature, a healthy snack, stress ball with tips on healthy ways to handle stress, and diagrams for proper breast exam techniques)
- Evaluate efficacy of clinic signage (street, interstate, clinic signs)
- Use applicable tools (to evaluate each outreach project)

Proposal Response



7.1 An annual promotional calendar with details

In addition to holding a minimum of semi-annual meetings with community members and local employers, STGi will collaborate with the county to provide flu shots and COVID-19 vaccines, as applicable. Pending county and community needs, STGi can also provide additional remote meetings and open house with community members to increase community awareness of clinic services and STGi's understanding of community health needs.

STGi will conduct promotional events on a regular basis as featured in Exhibit 16.

Exhibit 16: STGi Promotional Calendar for CCOC

Activity	Description	Frequency
Newsletter	 Monthly digital newsletter discussing any clinic promotional activities, clinic hours, services, and other key information. 	Quarterly
Clinic Open house	 Open hours in which county employees and their dependents can visit and tour the facility. 	Annually
Education Events	 In-person and remote educational. Topics will be based on community and county needs. 	Semi-Annually
Health Challenge	 Clinic sponsored health challenge where participants are eligible for a raffled prize. Challenges include step challenges or clean-eating commitments. 	Semi-Annually

7.2 Approach, Methodology and Activities to Encourage Employee Clinic Utilization

STGi will pursue opportunities to increase clinic interaction with the community and conduct activities to increase community communication and participation.

Quarterly Newsletter: STGi will release a digital monthly newsletter to inform eligible patients of any clinic news including available services, outreach activities, and clinic hours.

Participating in employee meetings/townhalls: CCOC representatives will attend employee meetings or town halls and use the opportunity to introduce potential patients to clinic services.

Health Workshop Series: CCOC personnel will conduct health education sessions based on community and county interests and needs. These workshops may be in person or via webinar and can include topics such as "Eating Healthy on a Budget", "How to React in a Health Emergency", and "Starting Healthy Exercise Habits".

Social Media Campaigns: CCOC Staff will run social media campaigns related to health education and other clinic programs.

7.3 A schedule for offering periodic programs for employees relating to health, wellness and prevention.

Below find an example schedule of clinic activities and promotional events our staff would hold for Christian County staff.



Exhibit 17: Example Program Schedule

Timing	Activity
January	Dry January Challenge: commit to go alcohol free for the month to raise awareness of the effects of alcohol
February	Time to Talk Day: social media campaign to encourage people to be more open about mental health issues
March	World Sleep Day: week of sleep tips and methods to improve sleeping habits and recognizing sleep disorders on social media
April	Stress Awareness Month: post tips on stress management on social media accounts and host a stress management education session
Мау	Learning at Work Week: spotlight the benefits of learning and development at work
June	Connecting Movement to Motivation: education session to provide strategies for patients to incorporate more exercise into their lives
August	Back to School Check-ups: offer physical screenings clinic for kids who are returning to school
September	Know your numbers Week: offer free blood pressure screenings and education at the CCOC
October	Flu vaccine clinics where patients can walk in without appointment to receive the flu shot
November	Movember Mustache Challenge: encourage employee to participate in a Movember challenge to raise money for prostate cancer research

7.4 Educating the CCOC Staff on Employee Working Conditions and Environmental Considerations

Our team will lead efforts to onboard and train new personnel as well as ensure ongoing coverage through continual recruiting, credentialing, training, and retention initiatives. As part of each clinic staff member's onboarding process, they will be educated on employee working conditions and management of the healthcare environment.

All staff will participate in the management of the environment of care, to include the following:

- HIPAA training and security protocols
- EHR training and onboarding
- Review policy and procedures for clinical services
- Review best practice standards of care
- Worker's Compensation processes and procedures
- Laboratory and X-ray services
- Reduce and control environmental hazards and risks
- Prevent accidents and injuries
- Maintain safe conditions for patients, staff, and others
- Maintain an environment that is sensitive to patient needs for comfort, social interaction, and positive distraction

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- Maintain an environment that minimizes unnecessary environmental stresses for patients, staff, and others
- Describe and report identified risks and safety concerns
- Use identified risks to select and implement procedures and controls to achieve the lowest potential for adverse impact on the safety and health of patients, staff and others
- 7.5 Plan for Christian County employee incentives promoting use of the clinic, participation in health risk assessments, and other health, wellness and prevention activities.

STGi will coordinate with Christian County to motivate and incentivize employees and their dependents to take advantage of the CCOC and health and wellness activities. Based on the interest of the participants, STGi will offer various incentives for participation in our wellness initiates and campaigns including:

- Participation raffles with prizes such as gift cards
- Free food for activity participants
- Formal employee recognition for challenge winners
- Collaborate with Christian County Human Resources staff to identify options to encourage employee engagement and incentives.

7.6 An example of a promotional campaign conducted for another client including the quantitative and qualitative impact of that effort

STGi has successfully increased enrollment in the Community Based Outpatient Clinic (CBOC) we built and operate in Mountain Home Arkansas. This clinic is operated for the Department of Veteran's Affairs and provides healthcare for our nation's veterans.

Specific components in our outreach plan included initial contact with the county Veterans Service Organizations (VSOs), including Disabled American Veterans (DAV) representatives, Veterans of Foreign Wars (VFW), American Legion, and local community college Veterans' offices to notify them of primary care services availability five days a week. We provided clinic brochures describing services, hours, and telephone numbers. We also utilized public service announcements on local radio and TV stations prior to open houses. STGi invited all enrolled Veterans, local and state dignitaries, and other interested parties to the open house. It was a huge success resulting in the clinic enrollment expanding faster than our initial projections.

STGi's staff and providers periodically volunteer their time and resources in the area to support the VA's efforts in providing services to homeless Veterans with Stand Downs. Stand Downs are one to three day events providing services to homeless Veterans, such as food, shelter, clothing, health screenings, VA/Social Security benefits counseling, and referrals to a variety of other necessary services, such as health care, housing, employment, and substance use treatment.



Every Veteran's Day, STGi invites area Veterans and their families to attend an open house reception to honor the service of a loved one and take a tour of the clinic. Food and beverages are provided and attendees are encouraged to bring a tree ornament with the Veteran's name, branch of service, years of service, and other details as room permits to hang on the Veterans Honor Tree. We believe that our welcoming facility and environment, flexible hours, and same-day access scheduling.

During the initial five years of the Mountain Home Clinic, we increased enrollment by 400 patients for a total for 4,000 patients. Exhibit 18: STGi's Schuylkill County, PA Veterans' Day Outreach event. STGi invites Veterans and their families to attend an open house honoring their service each year.





8 Quality

All components of quality and performance excellence will be managed through STGi's Continuous Quality Improvement (CQI) Program and will be executed according to our Continuous Quality Improvement (CQI) Plan and fulfilling the metrics found in the Quality Assurance Surveillance Plan (QASP) in the RFP. Our comprehensive CQI Program integrates each aspect of quality assurance (QA), quality control (QC), and performance excellence, and is based on nationally accepted clinical standards. STGi's proven track record of implementing QA and QC processes that leverage our healthcare knowledge and lessons learned supporting clinical facilities demonstrates our commitment to our patients.

Our CQI plan is designed so we can monitor our contract-level performance to leverage metrics, lessons learned, and improve efficiencies. It has been refined through our more than 17 years of experience providing over 1,200 healthcare personnel on over 50 medical staffing contracts.

STGi understands and fully supports the Facility's responsibility to document and report any observed deficiency or procedure deemed improper. Our CQI plan features:

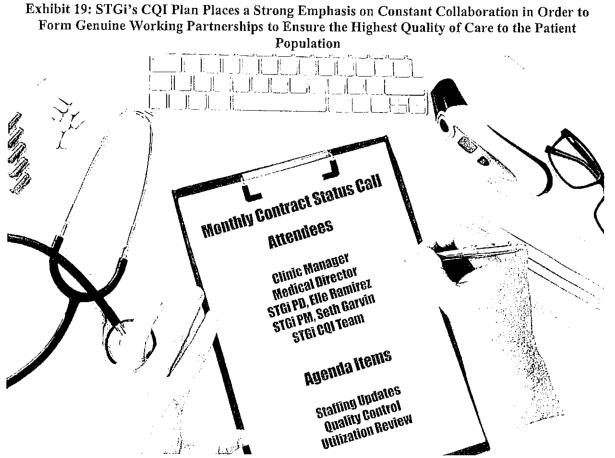
- CQI Team: Our CQI Team is comprised of our CQI Manager, Corporate Clinical Advisor and Corporate Mental Health Advisor and provides quality-related guidance to the onsite staff and monitors staff performance at the facility. The CQI Manager as designated Chair of the CQI Team will establish a program for assuring that quality health care services are provided to patients.
- CQI Plan. Documented Quality Control procedures designed for self-monitoring and tailored to the RFP and in compliance with accreditation

✓ Did YouiKnow? STGi has created a new Infection Control (IC) Program in 2020 as a response to COVID-19. We have implemented the following at all our healthcare facilities:

- Updated IC standard operating procedure (SOP)
- IC team members
- Infectious disease surveillance report
- COVID-19 tracker
- Weekly IC team meeting to review surveillance reports and COVID-19 tracker
- Created patient COVID-19 guidelines
- Weekly COVID-19 manager meetings to report IC team recommendations
- Created patient quarantine guidelines
- Implemented weekly IC team newsletter to update all staff on guidelines, recommendations and trends
- Created the HCID (high consequence infectious disease) SOP to establish a process for outbreaks of high mortality pathogens such as COVID
- Continued Readiness: Mock reviews and inspections are used as a basis for ongoing preparation and readiness to ensure we are operating at the highest standards set forth in the TJC Standards.
- Patient Complaints: Patient issues and concerns are addressed real-time, documented and analyzed for process improvement.

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CQI / Accreditation Team

Our CQI / Accreditation Team is responsible for developing, recommending, and implementing all policies and procedures necessary for the operation of the CCOC. The objective of the Team is to assure that quality health care services are available to all patients.

Our CQI Plan will be executed on a daily basis by our Program Manager, with the support of our CQI Team. The team will be comprised of our CQI Manager, Mary-Ellen Piche, and two clinical health subject matter experts (SMEs), who will all provide oversight, expertise, and guidance. Our CQI Manager will work to ensure all accreditation standards are achieved and maintained, design and implement quality management and safety program components; monitor monthly Performance Measures and reports, identify strengths and opportunities for improvement, and set priorities for process improvements.

Quality Performance Improvement Process

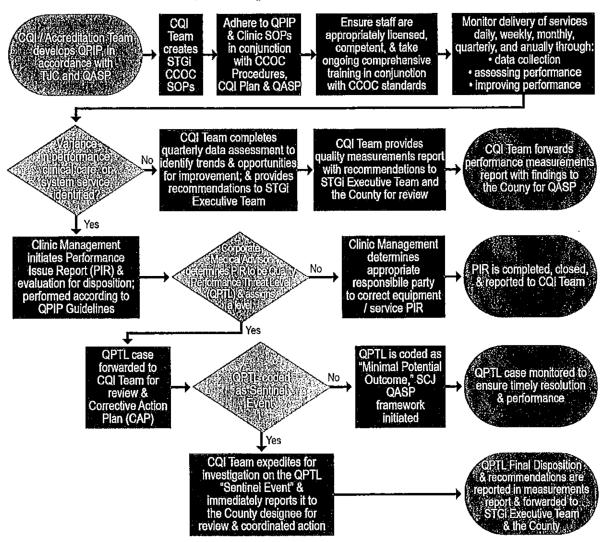
Our approach reflects a depth of understanding of patient population demographics, access to care, geographic location, clinical and administrative processes, professional staff credentialing, annual review of administrative staff competencies by the Program Director and Program Manager (reviewed quarterly by CQI Manager), and computer equipment and connectivity requirements.

STGi's Quality Performance Improvement Process (QPIP) is a comprehensive, systematic approach to improve patient's health outcomes and services in the CCOC. STGi's rigorous QPIP is shown in the Exhibit below. Our Program Manager measures performance through data collection, assessing current performance, and implementing rapid cycle initiatives to improve performance. Once the data is collected, the Program Manager and Program Director work closely with the Clinic Manager to analyze and discuss results and ensure the processes and procedures are continuously improving. During our



quarterly quality review, the data and results are presented to our CQI Team. Our CQI Team will utilize the QPIP model and will provide training and ongoing support to our clinical and administrative teams. Our approach adheres to applicable accreditation and policy requirements and takes measures to improve performance if there are adverse events.

Exhibit 20: STGi's QPIP to Improve Patient's Health Outcomes and Services



STGi applies detailed procedures to ensure high quality care. The Exhibit below identifies the activities that provide the foundation of our QPIP to satisfy TJC and CCOC requirements. This plan will provide the basis of our clinic operations for the CCOC.

Exhibit 21: CCOC Clinic Quality Performance Improvement Activities

Component	Description	Frequency	Responsibility '
Credentialing, Privileging and Licensure	Process involves collecting, verifying, and assessing information regarding (1) current licensure, (2) relevant training, (3) current competence, (4) ability to perform requested clinical privileges.	Upon hire, every 2 years for providers, prior to licensure expiration date	CCOC and STGi Contract Rep; Clinic Manager maintains personnel files

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Component	Description	Frequency	Responsibility
Staff Competencies	Determination of person's skills, knowledge, and capabilities to meet defined expectations.	Upon hire with minimum of annual update	Contract Rep and Clinic Manager
Staff Orientation, Education, and Training	Process to ensure job specific proficiency and compliance by providing ongoing in- services, including all mandatory training to maintain and enhance staff competence. Content areas include HIPAA, privacy and confidentiality.	Upon hire with minimum of annual update	CCOC; STGi credential coordinators, recruiters; Contract Rep and Clinic Manager
Peer Review	Provider review conducted by peers for medical appropriateness and quality of care.	Quarterly	Contract Rep., Medical Director, Clinic Manager
Staff Satisfaction	Surveys are conducted to identify opportunities to enhance employee engagement.	Annually	Contract Rep. and Clinic Manager
Performance Measures	Clinical Performance which include management, non-traditional care, access, continuity and coordination of care, and clinical reminders, are used as a basis for monitoring and evaluating the care and service provided.	Monthly, Quarterly, and Annually	CCOC, Contract Rep., and Clinic Manager
Patient Safety	Reports of adverse events and close calls Patient Incident Reports are generated according to federal regulations and aggregated to identify opportunities for improvement.	Monthly, Quarterly and Annually	Contract Rep and Clinic Manager
Environment of Care	Routine, standard-based inspections ensure that the clinic environment is safe for both patients/staff.	Quarterly	CCOC and Clinic Manager
Emergency Preparedness	Exercise to evaluate the plan of action for providing continuous patient care in the event of an emergency.	Annually	Clinic Manager
Fire Safety	Drills are conducted to evaluate the Clinic's fire plan.	Semi-annually	Clinic Manager
Patient Experience of Care and	Satisfaction surveys are conducted and analyzed for strengths/opportunities for improvement.	Quarterly	Clinic Manager
Satisfaction/ Complaints	Patient issues and concerns are addressed, documented and analyzed for process improvement.	Daily, Monthly, and Quarterly	Contract Rep, Clinic Manager,
Quality Control and Preventative Maintenance	All utilities and equipment used for patient care, including but not limited to: laboratory, radiology, oxygen and refrigerators are inspected, cleaned, maintained and calibrated.	Based on manufacturer specifications and regulatory requirements	Clinic Manager
Opioid Safety Initiative	To identify patients at risk of overdose and provide them with education and opioid reversal agent. Monitor safe prescribing practices.	Monthly, as needed	Medical Director, Designated clinic RN

Proposal Response



Cömponent	Description	Frequency	Responsibility
Infection Control	To identify and reduce the risks of acquiring and transmitting infections, through appropriate hand washing and other infection control practices, among and between patients, staff, physicians and others within the clinic through formal surveillance procedures. We have an anti- microbial stewardship program in process, and we have identified a pharmacist leader.	Ongoing surveillance and quarterly formal surveys	Clinic Manager

Monitoring of Health Service Outcomes

STGi follows a specific five-step program management CQI methodology - a continuous feedback cycle that we will adapt to the requirements of each program we support. The five steps are: 1) Plan the work; 2) Do the work; 3) Track the work; 4) Analyze the work; and 5) Adjust the work. This approach serves as a means to identify, assess, and manage program risks. Risk methodologies and conventions found in the International Organization for Standardization (ISO) 9001, Project Management Institute (PMI), Capability Maturity Model Integration (CMMI) Level 3, and Six Sigma practices are incorporated into the STGi CQI Plan.

STGi will implement a series of quality control site visits for observing and evaluating all components of the CCOC program. Our Medical Director and Clinic Director will work with our Program Manager to perform continuous quality improvement processes and validate compliance and proficiency for program

STGi will monitor Health Service Outcomes through:

- Chart reviews by the responsible physician or his/her designee, including investigation of complaints and quality health records.
- Review of prescribing practices and administration of medication practices.
- Systematic investigation of complaints and grievances.
- Monitoring of corrective action plans.
- Developing and implementing corrective action plans to address and resolve identified problems and concerns.
- Reevaluating problems or concerns to determine whether the corrective measures have achieved and sustained the desired results.
- Incorporating findings of internal review activities into the organization's educational and training activities.
- Maintaining appropriate records of internal review activities.
- Issuing a quarterly report to CCOC of the findings of internal review activities.
- Ensuring records of internal review activities comply with legal requirements on confidentiality of records.

components. STGi will provide monthly feedback on the efficiency and effectiveness of the program to the SHC and propose recommendations for improvement based on findings.

Before healthcare professionals (HCPs) begin work, we establish clear and concise quality expectations. After HCPs begin work, our Program Manager will work with the HSA to monitor their day-to-day performance. Our systems and processes compile data on recruiting, credentialing, scheduling, and retention to track contract performance.

STGi's policy for safeguarding sensitive personally identifiable information (PII) is consistent with the accreditation standards for Safeguarding Sensitive PII. This includes training on how to identify PII and Sensitive PII, how to protect Sensitive PII, and what to do in the event of a suspected breach of Sensitive PII. In addition, STGi's employees are trained to notify the corporate Privacy Lead of a suspected compromise. STGi's Privacy Lead will report suspected the loss or compromise of Sensitive PII by employees or sub-contractors. This report would contain a description of the events surrounding the suspected loss/compromise, the date, time and location of the incident, and the type of information lost or compromised.

Proposal Response



STGi staff leverage health statistics and project management data to monitor health service outcomes. We also ensure all staff members and patients are kept up-to-date on all safety protocols and procedures, including our recent COVID-19 posters that were strategically placed throughout our clinical facilities.



9 STGi Signed Addenda

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Christian County Commission

100 W. Church Street Room 100 Ozark, Missouri 65721 (417)582-4300 Ralph Phillips Presiding Commissioner

Lynn Morris Eastern Commissioner

Hosea Bilyeu Western Commissioner

ADDENDUM NUMBER 01

REQUEST FOR PROPOSAL #2022-11 ONSITE EMPLOYEE MEDICAL CLINIC

CONTACT:	Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB
	Purchasing Agent
ADDRESS:	Christian County Government
	100 W. Church St., Room 100
	Ozark, MO 65721
	Attn: Purchasing Department
PHONE:	(417) 582-4309
EMAIL:	<u>khopkins@christiancountymo.gov</u>

TO PROSPECTIVE BIDDERS: The original Invitation to Bid documents remain in full force and effect except as revised by the following changes which take precedence over anything to the contrary in the Bidding Event document.

Federal funds from the American Rescue Plan Act are being used for this project. It will be necessary for the awarded vendor to follow all the applicable rules of this federal funding. All prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

Vendor <u>must be registered with System for Award Management (SAM) at Sam.gov.</u> No contract shall be awarded to a contractor included on the federally debarred bidder's list.

A Non-Disclosure Agreement will be signed by the awarded vendor before the contract begins.

SEE EXHIBITS:

EXHIBIT A - Federal Administration Contract Clauses EXHIBIT B - Anti-Discrimination Against Israel Act Affidavit - TURN IN UPON AWARD OF CONTRACT EXHIBIT C - E-Verify Affidavit of Compliance - TURN IN UPON AWARD OF CONTRACT EXHIBIT D - Buy America Certificate – ***<u>MUST TURN IN WITH YOUR BID</u>*** EXHIBIT E - Anti-Lobbying Certificate – ***<u>MUST TURN IN WITH YOUR BID</u>*** EXHIBIT F - Bidders List Questionnaire –TURN IN UPON AWARD OF CONTRACT **NOTE:** EXHIBIT A-F ARE LOCATED IN ONE PDF EXHBIT G – EMPLOYEE HEALTH PLAN INFORMATION

A nonmandatory preproposal was held on June 13, 2022, at 10:00 a.m. The following prospective vendors were in attendance, they are: Mara Sikorski, Lisa Ness, Naomia Antoine of CAREATC; Laura Beth Bynum. One to

- Q8: Is the building plan requested meant to be a flat fixed price?
- A8: We anticipate the proposer will provide a drawing that the county would review and make changes if applicable. The county will build out the approved office space, etc.
- Q9: If the clinic and pharmacy will not be billing insurance, is the intent to have a fixed rate for the listed services?
- A9: Our intent is to have no cost (no copays) to employees and dependents for this Clinic. It would be one flat fee per month to the county. Pharmacy protocol is unknown at this time.
- Q10: Or is the intent to have employees and beneficiaries pay a "co-pay" and the remainder of the cost of services billed in the invoice?
- A10: See answer #9 above.
- Q11: Please provide the health plan coverage and prescription drug program coverage.
- A11: Coxhealth plan for health plan coverage and Elixir is the prescription drug program coverage.
- Q12: Will branding of marketing material be CCOC specific or dependent on vendors logo, marketing and materials? Is it more of a co-branding?
- A12: See RFP page #6 item #7 Marketing and Assessment.
- Q13: Please clarify expected schedule of the clinic, pharmacy and wellness program hours and expectations.
- A13: See RFP page 4, Section D1 Summary Scope of Work. Clinic Operations. We anticipate the proposer to provide a schedule(s) to the county that would be provide the best coverage with overall cost in mind. See A4.
- Q14: This appears to be a new option for Christian County Employees, if so, where were the employees obtaining care in the past and presently?
- A14: Yes, this would be a new option. Employees obtain care from current physician offices, walk-in Clinics and emergency room. Note: This clinic is not meant to replace employees' current physicians. It is meant to be an efficient and cost-effective alternative which lowers the County's overall premium expense by reducing overall policy claims through better access for minor issues, management of chronic conditions and overall increased wellness.
- Q15: What network and/or hospital organization do they use for tertiary, emergent and specialized care?
- A15: CoxHealth for Health Insurance and Mercy for Worker's Compensation.
- Q16: What pharmacy network is currently being utilized or providing services?
- A16: Elixir is our pharmaceutical program.
- Q17: Is the employee plan a self-insured plan?
- A17: No.
- Q18: The RFP mentions cost containment reporting for wellness programs etc., do you have examples of what that reporting may entail?
- A18: The County would expect to receive adequate reporting to monitor the success, or lack thereof of the program. At a minimum, this would include:
 - Monthly tracking of visit trends, referrals, pharmacy dispensing data, patient feedback and summaries of outreach efforts and resulting outcomes
 - Quarterly reporting regarding chronic disease management and HEDIS compliance.

Q33: Is Pediatrics included in your requested services? A33: Yes
Q34: What are your utilization dates for occupational injuries on an annual basis? A34: Unknown at this time, can provide later.
Q35: What are your current copays for urgent care and er care? A35: Urgent care is \$150.00 and emergency room is \$300.00
Q36: Will you bill back your insurance? And you also mentioned workers compensation. A36: We anticipate no service to be billed back to our insurance.
Q37: Will we be able to receive claims information in order to perform an analysis and ROI? A37: Not at this time.
Q38: How many employees? Spouses? Dependent children? A38: See A4 above.
Q39: Will all employees be allowed to use the clinic or only those covered under the health plan? A39: Open to suggestion.
Q40: Are you open to more hours than 20? A40: Yes
Q41: Do you have a budget as the RFP states 70% of your selection will be applied to costs A41: No budget at this time
Q42: Who is your health plan Administrator? A41: See A15.
Q43: Can we get a copy of your employee benefits plan? A43: Yes, see attached in Exhibit G.
All else remains the same.

ACKNOWLEDGMENT: Acknowledge this Addendum 01 by signing below and returning it with your bid.

Company Name: STG International, Inc.

c/o: Jeff Bell

(Name of Agent or Sales Rep)

Title: Chief Operating Officer

Bill Signature: _ Date: June 22, 2022 いし

END OF DOCUMENT



Christian County Commission

100 W. Church Street Room 100 Ozark, Missouri 65721 (417)582-4300 Ralph Phillips Presiding Commissioner

Lynn Morris Eastern Commissioner

Hosea Bilyeu Western Commissioner

ADDENDUM NUMBER 02

REQUEST FOR PROPOSAL #2022-11 ONSITE EMPLOYEE MEDICAL CLINIC

Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB
Purchasing Agent
Christian County Government
100 W. Church St., Room 100
Ozark, MO 65721
Attn: Purchasing Department
(417) 582-4309
khopkins@christiancountymo.gov

TO PROSPECTIVE BIDDERS: The original Invitation to Bid documents remain in full force and effect except as revised by the following changes which take precedence over anything to the contrary in the Bidding Event document.

Federal funds from the American Rescue Plan Act are being used for this project. It will be necessary for the awarded vendor to follow all the applicable rules of this federal funding. All prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

The following are questions submitted by prospective bidders and the official response from Christian County.

- Q1: Can Christian County provide an inventory list which includes all equipment, furniture, and supplies that would be available to vendors?
- A1: See RFP, page 19, IV. BID FORM CRITERIA under COST. This would be a startup and we have no supplies or equipment at the present for this office.

Q2: Is a performance bond required for this opportunity? If so, what does the value need to be?

- A2: A performance bond is not required for this project.
- Q3: Can you verify these funds have been secured by the county for the use of the onsite employee clinic you have requested in the RFP requirements?
- A3: A portion of the overall ARPA funding received by the County has been allocated for this purpose. The County Commission's final approval to move forward will be based largely on the results of this RFP process.



10 STGi Signed Exhibits

EXHIBIT D

BUY AMERICA CERTIFICATION

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it WILL MEET the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part-661 and any agendments thereto.

Signature Alt Bell

Company Name STG International, Inc.

Title_Chief Operating Officer

Date 06/22/22

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it CANNOT COMPLY with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name

Tille_____

Date _____

Special Note: Make sure you have signed only one of the above statements -- either Compliance OR Non-Compliance (not both).

STGi

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11 STGi Signed Declaration Page



Christian County Commission

100 W. Church Street Room 100 Ozark, Missouri 65721 (417)582-4300 Ralph Phillips Presiding Commissioner

Lynn Morris Eastern Commissioner

Hosea Bilyeu Western Commissioner

COMPETITIVE REQUEST FOR PROPOSAL #2022-11

ONSITE EMPLOYEE MEDICAL CLINIC

June 2022

I. REQUEST FOR PROPOSAL

A. INTRODUCTION

Christian County Commission of Ozark, Missouri (CCOC) is seeking proposals for an **Onsite Employee Medical Clinic** firm to submit a proposal for the work described herein.

Questions should be directed to:

Kim Hopkins-Will, CPPO, CPPB, NIGP-CPP – Purchasing Agent Christian County Government Employee Services Building 202 W. Elm Street Ozark, MO 65721 (417) 582-4309 <u>khopkins@christiancountymo.gov</u>

The email address listed above is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

B. <u>RFP REGISTRATION</u>

Christian County requests that firms interested in participating in this RFP contact the Purchasing Agent and register as a bidder. Christian County will notify those that have registered when addenda are issued. Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

C. SUPPLEMENTAL PROCUREMENT DOCUMENTS

Procurement Documents for RFP #2022-11, complete with detailed specifications, drawings and bid form, can be viewed and downloaded by navigating to the following website:

ChristianCountybiddingproposal

Or go to

www.christiancountymo.gov and follow these links:

- Commission (top of page)
- Bidding/Proposals Opportunities

You will have access to open, print, and/or save pdf file(s).

The successful proposer, as an express condition of its contract with Christian County, may not enter into a non-compete or other restrictive agreement with any staff assigned to work at the Christian County site, such that the staff person will not otherwise be precluded from working for any other employer associated with services/work at the Christian County site.

4. Wellness Program Operations

The Christian County Onsite Clinic (CCOC) Wellness Program shall provide services that best meet the needs of County health plan participants. It is recommended that the selected vendor provide, at a minimum, the following services for both adults and children:

- Meet with participants individually to better understand their health risks, explain benefit of improving their health and the actions they can take to improve their health.
- Offer ongoing group wellness programs in the following areas: physical activity & exercise, weight, management tobacco cessation, nutrition, and chronic disease management.
- Conduct health education sessions to participants in various County locations on healthrelated topics.
- Maintain website and utilize other multimedia to provide information on wellness programs and events, as well as general health related information.
- Develop and track wellness service objectives and advance wellness initiatives.
- Support the CCOC clinic providers in administering and promoting an annual health risk assessment for participants.
- Create and provide for distribution and promotion of monthly wellness information.
- Analyze aggregate clinic and health plan data for top conditions treated, recommend, and develop programs to address identified conditions.
- Facilitate Wellness Task Forces meeting and implement approved actions.

<u>5.</u> Billing

On a monthly basis, the selected vendor will provide Christian County Human Resources Department with an itemized invoice for all CCOC Clinic and Wellness Program related expenses. The selected proposer will also provide an itemized budget for CCOC Clinic operations and Wellness Program operations to the county for evaluation prior to each plan year. The selected proposer will be required to send separate invoice for Workers' Compensation visits.

6. Reporting

The selected vendor shall be responsible for providing Christian County with monthly reports for the CCOC that include, at a minimum, the following information:

- Return on Investment calculations (ROI) for the CCOC
- Total patient visits
- Patient visits per condition and/or type
- Provider productivity
- Clinic Utilization and Capacity
- Workers' compensation claims and treatment
- Health Risk Assessment (HRA) outcomes and return on investment (ROI)
- Develop a strategic plan for the CCOC, including objectives for each plan year
- Quarterly updates on strategic plan initiatives and performance
- Send claims reports to the County's Third-Party Claims Administrator to use in health utilization and claims review

• Education and counseling of patients regarding medication use, medication effects, treatment options, drug interactions.

Development and administration of cost containment efforts and quality improvement programs, including but not limited to:

- Coupon and Variable Co-pay program.
- Medication Sync and Adherence.
- Generic Medication Dispensing.
- High-Cost Chronic Condition Management Programs.
- Distributing of literature and other educational materials.
- Timely telephone, and text confirmation of prescription fulfillment.
- Timely review of Pharmacy metrics, reporting, and budget.

11. Insurance

The selected vendor will be required to maintain professional liability insurance coverage for the clinic and its staff of not less than \$2 million per occurrence and an aggregate of \$3 million per year.

The vendor shall name the County, it's elected officials and employees as additional insureds on the liability policies maintained by vendor as required in this agreement and shall furnish the County with certificates of insurance which named the County as an additional insured. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws. Vendor acknowledgement of insurance coverage must be included in proposal. The selected vendor will be required to provide proof of coverage before finalization of a contract for service and maintain that insurance for the life of the contract.

12. Federal and State Law

In addition to the provisions of this RFP, and the selected proposal, which may in whole or in part be incorporated by reference in the service contract, any additional clauses or provisions required by federal or state law or regulation in effect at the time the contract is executed with be included.

E. PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held at:

10:00 a.m. (CST) on Thursday, June 13, 2022, at:

Christian County Employee Services Purchasing Department 202 W. Elm Street Ozark, Missouri 65721

Although the pre-proposal conference is not mandatory it is *highly encouraged*. Please register with the Purchasing Agent for this meeting. If you wish to participate by conference call, please register with the

Sealed Bids:

Sealed bids must be received at the Christian County Purchasing Department by the return date and time.

Fax and email responses are not accepted.

All bids shall be submitted during regular business hours of the County Commission Monday through Friday from 8:00 AM to 4:30 PM, and that bids submitted during non-regular hours will not be considered as an attempted delivery.

RFP's must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. If the Purchasing office receives a container which is not identifiable as a bid/proposal, the container will be opened in order to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed, and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud at the time and date specified at the Purchasing Office. Bids which are not received in the Purchasing Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

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Late Bids:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services were delayed due to labor strikes or unforeseen "Acts of God". In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the County. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

Communication with County Employees:

Vendors shall not communicate with any County employee regarding this Request for Proposal with the exception of the County contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the County, any employee, officer, director, or principal of vendor or the county and any other party. The County reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The County also reserves the right to decide

H. <u>SCHEDULE OF EVENTS</u>

EVENTS	DATE/TIME
RFP Distribution	06/04/22
Preproposal Meeting	06/13/22 @ 10:00 a.m.
Proposal Due Date	07/13/22 @ 10:00 a.m.
Anticipated Interviews	7/25/22 7/29/22
Anticipated decision and recommendation to Commission	TBD
Anticipated commencement date of work	TBD

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EVALUATION CRITERIA

In evaluating the proposals, Christian County will use the following evaluation factors to determine the lowest and best proposal. Deviation from the requirements will be evaluated, but may, in the discretion of the Purchasing Agent, result in rejection of a proposal.

- 70% Total Cost
- 30% Adherence to RFP requirements, including responses to questions beginning on page 20, but not limited to.

Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.

Based on the evaluation process described, the Evaluation Committee comprised of Christian County employees, will review the proposals and deem what is in the overall lowest and best proposal. With all considerations the award will be what is in the best interest of the county.

- Licenses and permits (e.g., city/county license, sales permits)
 Insurance (e.g., worker's compensation/unemployment compensation)
 Professional Liability Insurance as deemed by the State of Missouri for this project.

For Christian County Bidding Requirements & Terms and Conditions link: <u>Christian-County-Bidder-Responsibilities-</u> Terms-and-Conditions.pdf (christiancountymo.gov)

BIDDERS NAME: _____

VENDOR REFERENCE INFORMATION

List three (3) business references with similar scope and size of this project:

1 st					
Company Name:	Representative Name:				
Address	City State	Zip			
Business Phone	Business Fax	Cellular Phone			
email address if available					
2nd					
Company Name:	Representa	tive Name:			
Address	City State	Zip			
Business Phone	Business Fax	Cellular Phone			
email address if available					
3rd					
Company Name:	Representa	tive Name:			
Address	City State	Zip			
Business Phone	Business Fax	Cellular Phone			

email address if available

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IV. BID FORM CRITERIA

The bidder proposes to furnish at his sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation, bonds, insurance, and other means necessary to perform the work as set out in this RFP in strict accordance therewith, for the prices reflected below.

COST

1. Each proposal must include a <u>complete cost breakdown</u> and include (but not limited to) pricing for the following items:

- Initial Set-up Expenses
- Equipment
- Furniture
- Initial Supplies
- Other Initial Set-up Expenses
- Ongoing Monthly Expenses
- Oversight or Administrative Fee
- Staff Salaries itemized by position
- Ongoing Supplies estimate of monthly supply use
- Other Ongoing Monthly Expensed
- Any Additional Expenses
- Pricing for Any Optional Services listed here
- Prescriptions Pricing for County's most utilized medications
- Prescriptions -- Include an executable pharmacy contract for the County to review

All pricing submitted in response to this RFP will constitute a binding offer. Signature by the authorized representative on the cover letter also certifies that the proposer has read, fully understands, and agrees with all pricing specifications, terms, and conditions. Comprehension of the pricing requirements shall be the responsibility of the proposer. Claims regarding a failure to comprehend pricing requirements will not be considered.

Proposals that do not include a Pricing Page and do not provide a fully detailed alternative pricing structure as requested above will be disqualified from consideration.

Multi-year administrative fee guarantees will be viewed favorably by the County.

Please include any other pricing as you deem necessary and be specific on what items are required and what is optional.

- All staff positions (both on and off-site) necessary for the development, transition and operation of this clinic and/or pharmacy, including, but not limited to, account management, training, information technology, communications, medical expertise
- Provide a proposed staffing plan and include staff positions and working hours per week. The staffing plan should address key contacts, any potential workload issues, and a plan to provide back-up to the team, during vacations, illness and or other absence.
- Billing procedures: County monthly billing, patient billing, workers compensation billing, immunizations, prescription drug billing, over the counter medication billing, etc.
- Services planned to be provided.
- Give three examples that demonstrate your company being proactive in finding opportunities to enhance benefits and services.
- Give three examples that demonstrate your company being proactive in finding opportunities cost savings for the client.
- Describe clinical and/or pharmaceutical management services you have available which are designed to reduce costs and improve outcomes.
- Describe how you handle member issues and complaints.

D. Reporting

A report is to be provided to the County on a monthly, quarterly and an annual basis. Include sample report your company has completed for projects similar in scope. All confidential information should be redacted to comply with HIPPA standards.

E. Marketing and Assessment

Each proposal must include the following marketing details:

- An annual promotional calendar with details
- A narrative detailing the approach, methodology and activities that will be taken to encourage employee utilization of the clinic.
- A schedule for offering periodic programs for employees relating to health, wellness and prevention.
- Strategy for educating the CCOC Clinic and Pharmacy staff on employee working conditions and environmental considerations for employees.
- Plan for Christian County employee incentives promoting use of the clinic, participation in health risk assessments, and other health, wellness and prevention activities.
- An example of a promotional campaign conducted for another client including the quantitative and qualitative impact of that effort.
- F. Quality

Each proposal must explain in detail how the proposer will monitor and measure the quality of service provided at the DOC Clinic and Pharmacy. This should include quality of service measures currently being used with existing clients.

FINAL MANDATORY COMPLIANCE CHECKLIST

Please use the below table to ensure your bid is fully compliant before you seal it for submission. If you have any questions regarding any of these items, please call:

Kim Hopkins-Will – Purchasing Agent

(417) 582-4309

khopkins@christiancountymo.gov

FINAL COMPLIANCE CHECKLIST	(√)
I am submitting my bid prior to the specified deadline. (Page 8)	
I understand that no faxed or electronically transmitted bids will be accepted. (Page 9)	
I have filled out, signed, and dated the declaration page, and I understand that failure to do so will result in rejection of my bid. (Page 16)	
E-Verify Affidavit (requested upon award)	
E-Verify MOU Signature Page (requested upon award)	
Anti-Discrimination Against Israel Act Affidavit (requested upon award)	
I am including one (1) unbound original and six (6) copies of my bid for a total of seven (7) documents.	
I have provided pricing based on the BID FORM instructions on (Page 19)	
I am enclosing my bid in a sealed envelope, and I am marking the envelope "RFP #2022-11 ONSITE EMPLOYEE MEDICAL CLINIC – BID DOCUMENTS - DO NOT OPEN". (Page 8)	

END OF DOCUMENT



Bridgett Young

Outside Equipment Sales 417.838.8475 bridgett.young@shfarmsupply.com

Christian County 1106 W Jackson Ozark, Mo 65721 Richard Teague maintenance@christiancountymo.gov

October 25, 2022

Dear Richard,

Thank you for taking the time to consider S&H Farm Supply, Inc. as a supplier of equipment for your operation. We appreciate the opportunity to provide the following budget number.

2023 Polaris Ranger XP Northstar Premium

Color: Graphite

ETA: January 2023

List Price: \$28,399.00 Quote: \$25,999.00

2023 Polaris Ranger XP Crew Northstar Premium

Color: Bronson Rock Smoke

ETA: December 2022

List Price: \$31,299.00 Quote: \$28,499.00

Please reach out if you need any additional information. We appreciate your time and consideration!

Sincerely, Bridgett Young



1937-2020 83 YEARS OF SERVICE

BUS ANDREWS TRUCK EQUIPMENT, INC 2828 E. KEARNEY, SPRINGFIELD, MO 65803 PH# 417-869-1541 FAX # 417-869-1656

Quotation	Е	3459	
Date		11	
Date Open		10/20/2022	
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1	PARTS: \$5,605 LABOR: \$480.00											
E. Salaria	TOTAL: \$6,085.00											
	AVAILABLE IN 3-4 WEEKS											
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This invoice is due no later than the 10th day of the following month of purchases, a 1-1/2% charge will be added to past due accounts.



1937-2020 83 YEARS OF SERVICE

BUS ANDREWS TRUCK EQUIPMENT, INC 2828 E. KEARNEY, SPRINGFIELD, MO 65803 PH# 417-869-1541 FAX # 417-869-1656

Quotation	E	345	59	
Date		11		
Date Open		10/2	20/2022	
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This invoice is due no later than the 10th day of the following month of purchases, a 1-1/2% charge will be added to past due accounts.

CHRISTIAN COUNTY CHAMBER INFORMATION/COMPARISON Year 2022 Year 2023

Sparta: 2022 - \$300.00/	County purchased 4 lunch passes @ \$120= \$480.00
	Total: \$780.00
2023 – Recommend -	\$300.00 Membership/No lunch purchases
	Saving: \$480.00

Clever: 2022 - \$150.00/	_County purchased \$75.00 artwork for Directory Ad
2023 - Recommend -	Same amount = \$225.00

Ozark: 2022 - \$2750.00	County purchased Impact Membership Level
	Connect sponsorship up to 100 employees - \$550.00
	Total: \$3,300.00
2023 - Recommend -	\$1250.00 Membership Level
	Other events – a la carte (Expo, etc) – Same price?
	Connect sponsorship up to 100 employees - \$600.00
	Total: \$1850.00
	Saving: \$1450.00

Nixa: 2022 - \$3,000.00/	_County purchased Premier Membership (highest level)
	Class 5 sponsorship up to 100 employees - \$585.00
	Purchased 2 Nixpo booths @ \$285.00 = \$570.00
	Total: \$4,155.00
2023 – Recommend -	\$950 Marketing Level
	Class 5 sponsorship up to 100 employees - \$660.00
	Other events – a la carte (Nixpo, etc)\$570.00
	Total: \$2,180.00
	Saving: \$1975.00

Projected Total Savings: \$3,905.00