

# Contract Abstract

## Contract Information

Contract & Solicitation Title: Onsite Occupational Medical Center Services  
 Contract Summary: Contractor agrees to provide onsite occupational medical center services as needed.  
 Contract Number: 6557424 Solicitation Number: 355276 Requisition Number: 4083829  
 Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): 442865 exp. 3/5/2024  
 Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** Yes  
**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No  
**Sexual Harassment Training Required** (per BL2018-1281): Yes  
 Estimated Start Date: 3/22/2024 Estimated Expiration Date: 3/21/2029 Contract Term: 60 Months  
 Estimated Contract Life Value: \$7,531,432.38 Fund:\* 52200 BU:\* 12505400  
 (\*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)  
 Payment Terms: Net 15 Selection Method: RFP  
 Procurement Staff: Christina Alexander BAO Staff: Sierra Washington  
 Procuring Department: Dept. of Human Resources Department(s) Served: Metro Wide

## Prime Contractor Information

Prime Contracting Firm: Concentra Health Services Inc. ISN#: 11570  
 Address: 5080 Spectrum Dr., 1200W City: Addison State: TX Zip: 75001  
 Prime Contractor is a Uncertified/Unapproved: SBE  SDV  MBE  WBE  LGBTBE  (select/check if applicable)  
 Prime Company Contact: Brandy Mitchell Email Address: brandy\_mitchell@concentra.com Phone #: 502 612 2780  
 Prime Contractor Signatory: Mike Rhine Email Address: michael.rhine@concentra.com

## Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:* N/A  
 Amount: 0 Percent, if applicable: 0  
*Equal Business Opportunity (EBO) Program:* Program Not Applicable  
 MBE Amount: 0 MBE Percent, if applicable: 0  
 WBE Amount: 0 WBE Percent, if applicable: 0  
*Federal Disadvantaged Business Enterprise:* No  
 Amount: 0 Percent, if applicable: 0  
 Note: Amounts and/or percentages are not exclusive.  
 B2GNow (Contract Compliance Monitoring): No

## Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score (RFP Only)	Evaluated Cost	Result
	(check as applicable)							
<u>Music CM Inc</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>34</u>	<u>10000.00</u>	<u>Evaluated but not selected</u>
<u>Concentra</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>64.04</u>	<u>7531432.38</u>	<u>Awarded</u>
<u></u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<u></u>	<u>Select from the Following:</u>
<u></u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<u></u>	<u>Select from the Following:</u>



## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Concentra Health Services, Inc.** (CONTRACTOR) located at **5080 Spectrum Drive, Ste. 1200W, Addison, TX 75001**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Pricing*
  - *Exhibit A-1 - Scope of Work (SOW)*
  - *Exhibit B - ISA Terms and Conditions*
- *The solicitation documentation for RFQ# 355276 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide medical services for the treatment and ongoing care coordination for occupational injuries and illnesses for Metro employees at Metro's Injury on Duty (IOD) Clinic. CONTRACTOR agrees to work closely with Metro's IOD - Claims Administrative Services provider, which is currently Davies Group, to coordinate care of an IOD injury or illness. A Davies representative is staffed onsite at Metro's IOD Clinic.

CONTRACTOR agrees to staff and operate Metro's IOD Clinic 40 hours per week with the typical hours of operation 7:00 am to 4:00 pm Central Time Monday through Friday. Clinic utilization shall be monitored monthly by both awardee and Metro Nashville Government to determine the necessary staffing and operating hours. Hours of operations may be modified by the Metro Nashville Government with reasonable notice to the vendor. The Clinic will not close for lunch. The Physician and Center Manager must stagger their lunch times so that a clinician is always on-site during hours of operation.

CONTRACTOR agrees to coordinate with the Metro Nashville Public Health Department (MPHD) to perform pre-hire and annual physicals for a variety of Metro Nashville Departments. This will range from trade and labor positions to first responders. Criteria for physicals are set and communicated to the vendor by the MPHD. Physician oversight of these physicals will be the Metro Civil Service Medical Examiner, positioned within the MPHD, as required by Metro Charter (Sec. 10.110.)

CONTRACTOR agrees to staff Metro's IOD Clinic each day during operating hours with the following Minimum

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Staffing Levels:

Staffing for IOD: 4 full-time equivalents – 1 Physician, 1 Clinic Manager (medically licensed preferred), 1 Medical Assistant, and 1 Radiological Technician.

Staffing for Physicals: 3 full-time equivalents - 1 Advanced Practice Clinician (NP/PA), 1 Medical Assistant, and 1 Radiological Technician.

CONTRACTOR agrees to provide Metro with the description of health department services performed by Physicals staff, and the opportunity to meet the finalist clinician and support staff candidates prior to their staffing for Metro's IOD clinic.

CONTRACTOR agrees to provide the following Services for the Metro Public Health Department at the Metro Injury on Duty Clinic:

Coordinate physicals scheduling managed by the Metro Public Health Department

Conduct pre-hire and annual occupational physicals

Physical criteria vary by position

Some physicals require:

Chest x-ray

Electrocardiograms

Pulmonary function tests

**2.2. Delivery and/or Installation.**

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

**3. CONTRACT TERM**

**3.1. Contract Term**

The Contract Term will begin on the date (the "Effective date") this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end (60) months from the Effective Date.

In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.

**4. COMPENSATION**

**4.1. Contract Value**

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This Contract has an estimated value of \$7,531,432.38. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

**4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

**4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

**4.4. Escalation/De-escalation**

This Contract is not eligible for annual escalation/de-escalation adjustments.

**4.5. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

**4.6. Invoicing Requirements**

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

**4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such

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payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

## **5. TERMINATION**

### **5.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

### **5.2. Lack of Funding**

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

### **5.3. Notice**

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

### **5.4 CONTRACTOR'S Rights**

In the event of an alleged breach of this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days' written notice to the other party. If the alleged breach remains uncured following such written notice identifying the alleged breach, then the Agreement shall be terminated. In the event this Agreement is terminated due to a party's breach, the other party shall have no continuing obligations or liabilities under this Agreement except as expressly provided under this Agreement.

## **6. NONDISCRIMINATION**

### **6.1. METRO's Nondiscrimination Policy**

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

### **6.2. Nondiscrimination Requirement**

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No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement. Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

**6.3. Equal Business Opportunity (EBO) Program Requirement**

The provision of the Equal Business Opportunity (EBO) Program is not applicable to this solicitation/contract.

**6.4. Covenant of Nondiscrimination**

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

**6.5. Americans with Disabilities Act (ADA)**

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

## **7. INSURANCE**

### **7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

### **7.2. Professional Medical Malpractice Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.3. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.4. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.5. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

### **7.6. Cyber Liability Insurance**

In the amount of four million (\$4,000,000.00) dollars.

**7.7. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds, except for the Worker's Compensation and Professional Medical Malpractice policies, with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

**7.8. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**PROCUREMENTCOI@NASHVILLE.GOV**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or



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renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract. Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

## **8. GENERAL TERMS AND CONDITONS**

### **8.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

### **8.2. Warranty**

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

### **8.3. Confidentiality**

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government

property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in an agreed upon format. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

#### **8.4. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

#### **8.5. Information Security Breach Notification**

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach, which impacts METRO's data, within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should, if known, describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

### **8.6. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

### **8.7. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved

by CONTRACTOR;

- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

### **8.8. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

### **8.9. Monitoring**

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours, with reasonable advance notice, and at a frequency of no greater than once per calendar year, to evaluate and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

### **8.10. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout

documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

#### **8.11. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

#### **8.12. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

#### **8.13. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

#### **8.14. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is

in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

#### **8.15. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

#### **8.16. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

#### **8.17. Boycott of Israel**

The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

#### **8.18. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

#### **8.19. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from

being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48

#### **8.20. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

#### **8.21. Attorney Fees**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

#### **8.22. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

**8.23. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

**8.24. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**8.25. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

**8.26. Venue**

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

**8.27. Severability**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]



Contract Number: **6557424**

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: **Concentra Health Services , Inc.**

Attention: **Brandy Mitchell**

Address: **5080 Spectrum Drive, 1200W, Addison, TX 75001**

Telephone: **502 612 2780**

Fax:

E-mail: **brandy\_mitchell@concentra.com**

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: **C T Corporation System**

Attention:

Address: **300 Montvue RD, Knoxville, TN, 37919-5546**

Email:

**[SPACE INTENTIONALLY LEFT BLANK]**

**Notices & Designations**  
**Department & Project Manager**

<b>Contract Number</b>	6557424
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

<b>DEPARTMENT</b>	Dept. of Human Resources
<b>Attention</b>	Stephen Cain
<b>Address</b>	Howard Office Building 700 President Ronald Reagan Way Suite 201, Nashville, TN. 37210
<b>Telephone</b>	615 862 6640
<b>Email</b>	stephen.cain@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

<b>Project Manager</b>	Stephen Cain
<b>Title</b>	Human Resources Manager
<b>Address</b>	Howard Office Building 700 President Ronald Reagan Way Suite 201, Nashville, TN. 37210
<b>Telephone</b>	615-862-6464
<b>Email</b>	stephen.cain@nashville.gov

## **Appendix Z – Contract Administration**

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

### **Vendor Performance Management Plan**

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to [PRG@nashville.gov](mailto:PRG@nashville.gov).

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Amendment**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Escalation**

For contracts that include an escalation/de-escalation clause, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

### **Contract Close Out – Purchasing**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

### **Contract Close Out – BAO**

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

### **Best Practices**

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6557424

**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**APPROVED AS TO PROJECT SCOPE:**

Shannon Hall JW  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:**

Dennis Rowland DR  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Crumbolt EC  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Macy Amos BL  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

\_\_\_\_\_  
Metropolitan Clerk Date

**CONTRACTOR:**

Concentra Health Services, Inc. MR  
Company Name

Mike Rhine  
Signature of Company's Contracting Officer

Mike Rhine  
Officer's Name

EVP, Chief Operating Officer - Onsite Health  
Officer's Title

**EXHIBIT A - Pricing for Contract 6557424****Company Name:****Concentra**

	<b>Year 1</b> <b>03/06/2024 -</b> <b>03/05/2025</b>	<b>Year 2</b> <b>03/06/2025 -</b> <b>03/05/2026</b>	<b>Year 3</b> <b>03/06/2026 -</b> <b>03/05/2027</b>	<b>Year 4</b> <b>03/06/2027 -</b> <b>03/05/2028</b>	<b>Year 5</b> <b>03/06/2028</b> <b>-</b> <b>03/05/2029</b>
<b>Start-up Cost/ Fees</b> <b>(if Any)</b>	\$0.00				
<b>Injury Staffing and Fees:</b>					
Occupational Physician	\$454,696.00	\$468,289.00	\$482,289.00	\$496,710.00	\$511,563.00
Registered Nurse	\$172,960.00	\$178,101.00	\$183,395.00	\$188,849.00	\$194,466.00
Medical Assistant	\$76,054.00	\$78,287.00	\$80,588.00	\$82,957.00	\$85,398.00
Radiological Technician	\$165,952.00	\$170,882.00	\$175,961.00	\$181,191.00	\$186,579.00
Medical Waste Fee	\$805.56	\$829.73	\$854.62	\$880.26	\$906.66
Information Technology Support:					
Equipment (computers, servers, printers, etc.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Software required for EMR, etc.	\$34,778.22	\$35,821.57	\$36,896.22	\$38,003.10	\$39,143.20
Phone, Cable TV, and Internet Service	\$19,240.98	\$19,818.21	\$20,412.76	\$21,025.14	\$21,655.89
<b>Physicals Staffing and Fees</b>					
Advanced Practice Clinician	\$255,976.00	\$263,607.00	\$271,467.00	\$279,563.00	\$287,901.00
Medical Assistant	\$73,898.00	\$76,067.00	\$78,301.00	\$80,601.00	\$82,971.00
Radiology Tech	\$161,166.00	\$165,953.00	\$170,883.00	\$175,961.00	\$181,192.00
Medical Waste Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## Information

## Technology Support:

Equipment (computers, servers, printers, etc.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Software required for EMR, etc.	\$3,708.00	\$3,819.24	\$3,933.82	\$4,051.83	\$4,173.39
Phone, Cable TV, and Internet Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL FEES</b>	<b>\$1,419,234.76</b>	<b>\$1,461,474.74</b>	<b>\$1,504,981.41</b>	<b>\$1,549,792.33</b>	<b>\$1,595,949.14</b>

**\$7,531,432.38**

**\* Note: Metro will not reimburse for any mileage, hotel or other travel related expenses.**

**Specific to the Medical Waste Fee, this is a pass-through cost with no mark-up to Nashville Metro. Although we have forecasted an annual increase, the cost may be lower (or higher) year-over-year, per the vendor (Stericycle). The cost is per facility, thus no fee is noted for the Physicals Staffing and Fees section.**

**Concentra does not anticipate the need for additional computers/printers for either site.**

1. The table above is based on current estimates of scope and volume
  - (a) Any scope or volume changes may require additional Fees by amendment to this Agreement
2. Start Up Fees
  - (a) The actual one-time Fee for supply and equipment will be dependent upon the facility size and configuration
    - i. Items purchased will be passed through as incurred
  - (b) Implementation Fee to be billed upon executed Letter of Intent or execution of this Agreement, whichever comes first
  - (c) Staffing will begin up to thirty (30) days prior to the Onsite Center opening and will be billed as incurred until Onsite Center opening day.
  - (d) Implementation is anticipated to be finalized within ninety (90) days of the implementation commencing. The parties agree that implementation is considered complete on the date the Onsite Center is open for business
  - (e) Please note the amounts applied for recruiting are estimated, actual cost may vary, and estimate does not include placement cost from a recruiting agency
    - i. If deemed necessary, will be passed through to Client at cost
3. Concentra will bill ongoing labor, technology, and management fees to the Client as a flat monthly fee at 1/12 of the annual rate
  - (a) Concentra's standard payment terms are net thirty (30) days

- (b) If additional hours are deemed temporarily necessary for existing staff members and/or staff roles that are not overtime hours, they will be billed as incurred at the hourly rates listed above in addition to the Monthly Fixed Fees
  - (c) If the checkbox for Back-fill above is checked "Yes":
    - i. The hourly charge for Back-fill for that position is included in the Monthly Fee above
  - (d) If the checkbox for Back-fill above is checked "No":
    - i. If Back-fill is provided anyway upon mutual agreement of the parties, then the hourly rate shown above shall be billed as incurred in addition to the Monthly Fee for that position
    - ii. Client shall be responsible for paying the fixed monthly fees while Concentra employees are out of the office on PTO, FMLA, or bereavement
  - (e) The fixed Monthly Fees shall be paid even if the clinic location is inaccessible due to temporary shutdowns and Client recognized holidays
  - (f) Does not include overtime, supplemental pay, holiday pay, on call pay, or bonuses for Concentra employees, whether requested by Client or deemed medically or operationally necessary for patient care
    - i. If incurred, will be billed at current standard applicable rates (Overtime billed at 1.5X the applicable rate above; Holidays worked billed at 2.0X the applicable rate above, etc.)
  - (g) The monthly retainer for physician oversight shall include up to XXXX (#) hours of the assigned physician's time per month
    - i. Required oversight may be telephonic, in-person, and/or case review via the EMR (as applicable)
    - ii. Any additional hours worked beyond this amount shall be billed on an hourly basis as incurred at a rate of \$250 per hour
4. Technology Fees include:
- (a) Software fees (subject to change based on changes to staffing model)
  - (b) EMR Hardware Fee (all hardware purchases, maintenance of hardware, and replacement of hardware items necessary to provide the EMR solution, but excluding consumables)
  - (c) Patient survey
  - (d) Standard quarterly stewardship reporting
    - i. If customized reporting is requested by Client and is mutually agreed upon, then that customized reporting would be created by Concentra and billed on a time and materials basis at a rate of \$75 per hour of Concentra developer time spent in its creation and ongoing delivery.
  - (d) XXX (#) standard data feed(s) has been included in the above Fees for eligibility files. If Client requires additional feeds, then additional Fees shall apply:
    - i. If the desired data feed matches our standard layout, each additional feed would be \$2,500.00.
    - ii. If customized feeds are requested by Client (i.e. insurance carriers, etc.), then that customized feed would be created by Concentra and billed on a time and materials basis at a rate of \$75 per hour of Concentra developer time spent in its creation.
5. All other costs will be passed through as incurred
- (a) Travel and mileage (at the current applicable IRS rate) expenses incurred in the performance of required services (including but not limited to clinical and physician travel, travel between Client locations, onsite staff travel for training, monthly meetings, mutually agreed agency expenses that may be incurred during any Term, quarterly stewardship meetings, audits, any Back-fill and colleague performance management) will be billed back at actual cost without additional markup or management fee
  - (b) All consumable items necessary for day to day clinic operation, whether requested by client or deemed medically or operationally necessary by clinic staff, will be passed through to client as incurred without markup
    - i. Passed through items include, but are not limited to: medical supplies, office supplies, laboratory fees and supplies, shipping of specimens, break room supplies, printing, postage, parking fees, uniforms, laundry, equipment calibration and maintenance, biohazard disposal, cell phones and data plans, third party services such as MROs or X-ray over reads if necessary, etc.
  - (c) Any change in scope to the Agreement that require certifications to be in compliance (CAOHC, BAT, UDS, DOT, etc.), and any travel related to this training will be passed through to Client as incurred

**EXHIBIT A1 - Scope of Work for Contract 6557424**

**1. Location.** Services provided at the following location:

Onsite Center address	City, State, Zip	Onsite Contact
337 21 <sup>st</sup> Avenue N	Nashville, TN 37203	Stephen Cain

**2. Statement of Work**

Please note that services listed are examples and may not reflect the full capabilities of the role; staff will perform clinical services as agreed upon by the client and governed by their licensure/certification and State Practice Act.

<input checked="" type="checkbox"/> <b>Occupational Health – Provider-based</b> <ul style="list-style-type: none"> <li>• Work-related injury/illness treatment - provider</li> <li>• Medical Examinations                             <ul style="list-style-type: none"> <li>○ Dept. of Transportation exams</li> <li>○ General Physicals (i.e., preplacement, return to work, fitness for duty)</li> <li>○ Surveillance – (i.e., OSHA, NFPA)</li> </ul> </li> </ul> <input type="checkbox"/> <b>Occupational Health – Medical Support (RN/MA)</b> <ul style="list-style-type: none"> <li>• Work-related injury/illness triage/assessment - RN</li> <li>• Clinical testing                             <ul style="list-style-type: none"> <li>○ Audiograms</li> <li>○ Pulmonary function</li> <li>○ Respirator fit</li> <li>○ Vision/Titmus</li> </ul> </li> <li>• Drug and alcohol testing/collections</li> <li>• Laboratory collections</li> <li>• Vaccine Administration/Injections</li> <li>• Assessments                             <ul style="list-style-type: none"> <li>○ Injury prevention training</li> <li>○ Ergonomic assessments</li> <li>○ Functional job analysis/functional testing</li> </ul> </li> </ul>	<input type="checkbox"/> <b>Acute Episodic (Urgent) Care</b> <ul style="list-style-type: none"> <li>• Upper respiratory infections</li> <li>• Headache</li> <li>• Sore throat</li> <li>• Non-work-related sprains/strains</li> <li>• Lacerations</li> <li>• Gastrointestinal issues/urinary tract infections</li> <li>• Skin irritation/rash</li> </ul> <input type="checkbox"/> <b>Primary Care</b> <ul style="list-style-type: none"> <li>• Chronic disease management</li> <li>• Preventive care</li> <li>• Lifestyle medicine</li> <li>• Routine gender/age-specific exams and screenings</li> <li>• Laboratory collections</li> <li>• Immunizations</li> <li>• Medication management</li> <li>• Care coordination</li> </ul>
<input type="checkbox"/> <b>Travel Medicine</b> <ul style="list-style-type: none"> <li>• Vaccination/medication administration in accordance with WHO and CDC recommendations</li> <li>• Physical examination services – country-specific</li> </ul>	<input type="checkbox"/> <b>Pharmacy</b> <ul style="list-style-type: none"> <li>• Depending on state law, provide may prescribe or dispense</li> </ul>
<input type="checkbox"/> <b>Emergency Response Services – EMT-P</b> <ul style="list-style-type: none"> <li>• First aid treatment per standing orders</li> <li>• Work-related injury/illness assessment</li> <li>• Emergency patient transport facilitation</li> <li>• Clinical testing (as trained/certified)</li> <li>• Administrative clinic duties</li> </ul>	<input type="checkbox"/> <b>Health Improvement/Wellness Services</b> <ul style="list-style-type: none"> <li>• Biometric screens</li> <li>• Health risk assessments</li> <li>• Health fairs</li> <li>• Health education (monthly)</li> </ul>
<input type="checkbox"/> <b>Physical Therapy</b> <u>Injury Assessment &amp; Rehabilitation:</u> <ul style="list-style-type: none"> <li>• Electrical modalities</li> <li>• Therapeutic exercise</li> <li>• Flexible taping</li> <li>• Manual therapy/joint manipulation</li> </ul> <ul style="list-style-type: none"> <li>• Dry needling</li> <li>• Work conditioning</li> </ul> <u>MSD First Aid Services:</u> <ul style="list-style-type: none"> <li>• Early reporting MSD assessment/1<sup>st</sup> Aid</li> </ul>	<input type="checkbox"/> <b>Athletic Trainer</b> <u>Injury Assessment &amp; Rehabilitation:</u> <ul style="list-style-type: none"> <li>• Electrical modalities</li> <li>• Exercise/Massage</li> <li>• Flexible taping</li> <li>• Work conditioning</li> </ul> <u>MSD First Aid Services:</u> <ul style="list-style-type: none"> <li>• Early reporting MSD assessment/1<sup>st</sup> Aid</li> </ul> <u>Non-MSD First Aid:</u> Page 15 of <ul style="list-style-type: none"> <li>• Non-Musculoskeletal First Aid/Emergency mgmt</li> </ul> <input type="checkbox"/> <b>Athletic Trainer (cont.)</b>



Exhibit A1 - Scope of Work for Contract 6557424

<input type="checkbox"/> <b>Physical Therapy (cont.)</b> <u>Non-Injury Services</u> <ul style="list-style-type: none"> <li>Office &amp; industrial ergonomic assessment</li> <li>Functional job analyses</li> <li>Wellness &amp; preventive services</li> <li>Return to work &amp; fit-for-duty management</li> <li>Injury prevention training</li> <li>Preventative musculoskeletal screening</li> <li>Post-offer, pre-placement functional testing</li> <li>Preventive stretching and exercise programs</li> </ul>	<u>Non-Injury Services:</u> <ul style="list-style-type: none"> <li>Office &amp; industrial ergonomic assessment</li> <li>Functional job analyses</li> <li>Wellness &amp; preventive services</li> <li>Return to work &amp; fit-for-duty management</li> <li>Injury prevention training</li> <li>Preventative musculoskeletal screening</li> <li>Post-offer, pre-placement functional testing</li> <li>Preventive stretching and exercise programs</li> </ul>
<input type="checkbox"/> <b>Ancillary Services</b> <ul style="list-style-type: none"> <li>Massage therapy</li> <li>Chiropractic</li> <li>Acupuncture</li> <li>Behavioral health services</li> </ul>	

**3. Staffing:**

Concentra agrees to provide the following staff:

Clinician Staff				
	FTE Count	Hours Per Week	Backfill/Coverage	
Physician Oversight (PO)		Provided	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Clinical Support, Therapy, and Operational Staff				
	FTE Count	Hours Per Week	Backfill/Coverage	
Center Medical Director	1.0	40	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
COD	1.0	40	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Nurse Practitioner	1.0	40	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Medical Assistant	2.0	80	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Radiologic Technologist	2.0	80	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**4. Hours of Operation:**

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
N/A	N/A	7am-4pm	7am-4pm	7am-4pm	7am-4pm	7am-4pm

\*The hours of operation set forth in this Exhibit A are the general hours the Onsite Center will be open. Specific services may be offered at various times within the hours of operation as agreed to by the parties in writing and as adjusted from time to time.

EXHIBIT A1 - Scope of Work for Contract 6557424

5. **Holidays:**

- |                             |                                  |   |
|-----------------------------|----------------------------------|---|
| New Year's Day              | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Memorial Day                | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Independence Day            | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Labor Day                   | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Thanksgiving Day            | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Christmas Day               | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| <b>Additional Holidays:</b> |                                  |   |
| Martin Luther King Day      | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Presidents Day              | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Veterans Day                | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Day after Thanksgiving      | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Christmas Eve               | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Juneteenth Day              | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |

6. **Eligible Participants (Check all that Apply):**

- Employees
- Spouses
- Dependents - children
  - Age 2 and older
  - Age 5 and older
- Retirees
- Independent Contractors

7. **Fees to Patients for Services at Onsite**

- Co-Pay:** Concentra will collect in advance the co-pay/insurance of \$\_(if none, insert N/A) due for the Services provided. *Clinic*
- Visit Fee:** Concentra will collect the client-determined clinic visit fee of \$\_(if none, insert N/A) due for the Services provided.
- Processing Fees:** All collected monies will be credited to the Client, less the \$8.00 per patient processing fees.

8. **Electronic Medical Record/IS Platform**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Concentra Electronic Health Record (EHR) | <input type="checkbox"/> Client-Owned Electronic Medical Record |
| <input type="checkbox"/> None (Paper Records)                                | <input type="checkbox"/> AT/RN/EMT Clinic Platform              |

## Exhibit B - ISA Terms and Conditions for Contract 6557424

**SECTION A-1****General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 Subcontracting/Outsourcing.**
  - 5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
  - 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
  - 5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations without prior written consent, and, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement.

## Exhibit B - ISA Terms and Conditions for Contract 6557424

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

- 6 **Additional Cyber Liability Insurance.** Contractor will carry, at minimum, four million (\$4,000,000) dollars of Cyber Liability insurance if they collect, store, and/or process any Metro Government Information that has not been specifically classified as public information by Metro.

## Exhibit B - ISA Terms and Conditions for Contract 6557424

### SECTION A-2

#### Definitions

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. "Information Breach" means any actual unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. "Effective Date" means the date first set forth on page 1 of the Agreement.
6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. "Term" means the period during which this Agreement is in effect.

Exhibit B - ISA Terms and Conditions for Contract 6557424

SECTION AST  
Agent Security and Training

- 1 **Background Check.** Contractor shall require a background check to be performed, which includes a criminal record check on all Agents, who may have access to Metro Government Information.
  
- 2 **Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
  
- 3 **Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
  - 3.1 Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
  - 3.2 Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
  - 3.3 Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and as soon as administratively possible cause for terminations.
  - 3.4 Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
  - 3.5 Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
  - 3.6 Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.
  
- 4 **Agent Training.**
  - 4.1 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
    - 4.1.1 Appropriate identification and handling of Sensitive Information

## Exhibit B - ISA Terms and Conditions for Contract 6557424

4.1.1.1 Awareness of confidentiality requirements similar to those contained in this Agreement;

4.1.1.2 Procedures for encrypting Sensitive Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

- 4.1.2** Education about the procedures for recognizing and reporting potential Information Security Incidents;
- 4.1.3** Education about password maintenance and security (including instructions not to share passwords);
- 4.1.4** Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);
- 4.1.5** Education about workstation and portable device protection; and
- 4.1.6** Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.
- 4.1.7** Periodic reminders to Agents about the training topics set forth in this section.

**4.2** Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

- 4.2.1** Instructions on how to identify Sensitive Information.
- 4.2.2** Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.
- 4.2.3** Instructions not to take media or documents containing Sensitive Information home unless specifically authorized to do so. In relation to this Agreement, the authorizing party is Metro Government.
- 4.2.4** Instructions not to publish, disclose, or send Sensitive Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.
- 4.2.5** Instructions not to store Sensitive Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized to do so as part of the Agent's job. In relation to this Agreement, the authorizing party is Metro Government.
- 4.2.6** Instructions on how to properly dispose of Sensitive Information, or media containing Sensitive Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

**5 Agent Sanctions.** Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

## Exhibit B - ISA Terms and Conditions for Contract 6557424

### SECTION BU

#### Information Backup, Contingency Planning and Risk Management

##### 1 General.

1.1 Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be in accordance with Contractor's internal policies and procedures and applicable law.

1.2 Contractor shall periodically, no less often than annually, test backup tapes or media.

1.3 Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in an agreed upon format.

1.4 Contractor shall backup business critical information related to this Agreement at a frequency agreed upon between the parties.

2 Storage of Backup Media. Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commensurate with the security around the information. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.

3 Disaster Recovery Plan. Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.

4 Emergency Mode Operation Plan. Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.

5 Testing and Revision Procedure. Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.

6 Risk Management Requirements. Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.



## Exhibit B - ISA Terms and Conditions for Contract 6557424

### SECTION DMH

#### **Device and Storage Media Handling**

**1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:

**1.1** Access to the device or media shall require a password or authentication;

**1.2** The device or media shall be encrypted using Strong Encryption;

**1.3** The device or media must be accounted for by a system process which tracks the movements of all devices or media which contain Metro Government Information.

**2 Media Disposal.**

**2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government, unless prohibited by applicable law.

**2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document [NIST SP800-88: Guidelines for Media Sanitization](#).

**2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.

**2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).

**3 Media Re-Use.**

**3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.

**3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

## Exhibit B - ISA Terms and Conditions for Contract 6557424

### SECTION ENC

#### **Encryption and Transmission of Information**

- 1** Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3** Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.
- 4** If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** All other forms of Encryption and secure hashing must be approved by Metro Government.

## Exhibit B - ISA Terms and Conditions for Contract 6557424

### SECTION IR

#### Incident Response

- 1 Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

**1.1** Contractor shall promptly report to Metro Government any successful Information Security Incident within 24 hours of becoming aware of the incident. At a minimum, if known, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (b) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (c) preliminary impact analysis; (d) description and the scope of the incident; and (e) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced an Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such Information Breach or Information Security Incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such Information Breach or Information Security Incident.

- 2 Incident Response.**

- 2.1** Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.
- 2.2** Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

## Exhibit B - ISA Terms and Conditions for Contract 6557424

### SECTION LOG

#### **Audit Logs**

- 1 Audit Log Information.** The Product or Service will provide user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.).
- 2 Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.
- 3 User Access Audit.** Upon Metro Government's reasonable request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.
- 4 Audit Log Availability.** Contractor shall ensure that the Product or Service produces Audit Logs sufficient to support investigative efforts in the event of an Information Breach and that such Audit Logs for the past 90 days are readily available. Upon reasonable request, Contractor shall make all relevant Audit Logs available to Metro Government in an agreed upon format.

## Exhibit B - ISA Terms and Conditions for Contract 6557424

### SECTION PES

#### **Physical and Environmental Security**

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; and video surveillance for information centers which store Sensitive Information.
- 4 Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility.
- 5 Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
  - 5.1** Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
  - 5.2** Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
  - 5.3** Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
  - 5.4** In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

## Exhibit B - ISA Terms and Conditions for Contract 6557424

### SECTION VMGT

#### Contractor Managed System Requirements

##### **1 Vulnerability and Patch Management.**

- 1.1** For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities through Security Patches. Security Patches shall be applied commensurate with the Vulnerability's risk and potential impact to the Services. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third-party products.
- 1.2** If the application of Security Patches or other technical mitigations could impact the operation of Contractor Managed System, Contractor will use reasonable efforts to install Security Patches only during non-business hours in order to reduce operational impact.
- 1.3** Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.
- 1.4** Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Contractor shall provide Metro Government administrative credentials upon request for the purpose of monitoring compliance of a given Product. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.
- 1.5** Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality.

##### **2 System Hardening.**

- 2.1** Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 2.2** In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system.
- 2.3** Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with an Metro Government corporate timeserver in their respective Regional Information Centers (RDC).
- 2.4** For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 2.5** For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

## Exhibit B - ISA Terms and Conditions for Contract 6557424

### 3 **Authentication.**

- 3.1 Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2 Contractor agrees to require authentication for access to Sensitive Information on Contractor Managed System.
- 3.3 Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4 Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.
- 3.5 Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

4 **Automatic Log off.** Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.

5 **User Accountability.** Contractor shall report to Metro Government, on request, all active user accounts, as applicable to the Services, and their respective access rights within the system within five (5) business days or less of the request.

6 **Information Segregation, Information Protection and Authorization.** Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

7 **Account Termination.** Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.

### 8 **System / Information Access.**

- 8.1 Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 8.2 Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

### 9 **System Maintenance.**

- 9.1 Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.
- 9.2 Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance.

## Exhibit B - ISA Terms and Conditions for Contract 6557424

### SECTION BAA

#### HIPAA Business Associate Agreement

This Agreement is initiated by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO)**, a metropolitan form government organized and existing under the laws and constitution of the State of Tennessee ("**Metro**" or "**Covered entity**") and the Contractor ("**Business Associate**").

#### SECTION 1 - DEFINITIONS

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "Business Associate" in 45 CFR § 160.103, and in reference to the party to this agreement, shall mean the Contractor.
- b. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean Metro, which must fall under one of the following categories:
  - (1) A health plan.
  - (2) A health care clearinghouse.
  - (3) A health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.
- c. **Disclosure.** "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- d. **Electronic Media.** "Electronic Media" shall have the same meaning as set forth in 45 CFR § 160.103.
- e. **Employer.** "Employer" is defined as it is in 26 U.S.C. § 3401(d).
- f. **Genetic Information.** "Genetic Information" shall have the same meaning as set forth in 45 CFR § 160.103.
- g. **HITECH Standards.** "HITECH Standards" means the privacy, security and security Breach notification provisions under the Health Information Technology for Economic and Clinical Health (HITECH) Act, Final Rule of 2013, and any regulations promulgated thereunder.
- h. **Individual.** "Individual" shall have the same meaning as set forth in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- i. **Person.** "Person" means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- j. **Privacy Rule.** "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.
- k. **Protected Health Information.** "Protected Health Information" or "PHI":
  - (1) Shall have the same meaning as set forth in 45 CFR § 160.103.
  - (2) Includes, as set forth in 45 CFR § 160.103, any information, now also including genetic information, whether oral or recorded in any form or medium, that:
    - (i) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
    - (ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.



## Exhibit B - ISA Terms and Conditions for Contract 6557424

- l. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- m. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- n. **Security Rule.** "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR part 160 and subparts A and C of part 164.
- o. **Subcontractor.** "Subcontractor" means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- p. **Transaction.** "Transaction" shall have the same meaning as set forth in 45 CFR § 160.103.
- q. **Catch-all definition.** Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Act of 2009, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), implementing regulations at 45 Code of Federal Regulations Parts 160-164 and any other current and future regulations promulgated under HIPAA or the HITECH Act.

### SECTION 2 - OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. **Permitted Uses of Protected Health Information.** Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Business Associate may: 1) use and disclose PHI to perform its obligations under its contract with Metro; (2) use PHI for the proper management and administration of Business Associate; and (3) disclose PHI for the proper management and administration of Business Associate, if such disclosure is required by law or if Business Associate obtains reasonable assurances from the recipient that the recipient will keep the PHI confidential, use or further disclose the PHI only as required by law or such disclosure is authorized by Metro.
- b. **Safeguards.** Business Associate shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate shall develop and implement policies and procedures that comply with the Privacy Rule, Security Rule, and the HITECH Act. The Business Associate must obtain satisfactory assurances that any subcontractor(s) will appropriately safeguard PHI.
- c. **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. **Notice of Use or Disclosure, Security Incident or Breach.** Business Associate shall notify Metro of any use or disclosure of PHI by Business Associate not permitted by this Agreement, any Security Incident (as defined in 45 C.F.R. section 164.304) involving Electronic PHI, and any Breach of Protected Health Information within five (5) business days.
  - (i) Business Associate shall provide the following information to Metro within ten (10) business days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Metro the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of a Breach:
    - (1) The date of the Breach;
    - (2) The date of the discovery of the Breach;
    - (3) A description of the types of PHI that were involved;
    - (4) identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and
    - (5) Any other details necessary to complete an assessment of the risk of harm to the Individual.

## Exhibit B - ISA Terms and Conditions for Contract 6557424

- (ii) Business Associate shall cooperate with Metro in investigating the security breach and in meeting Metro's notification obligations under the HITECH Act and any other security breach notification laws.
- (iii) Business Associate agrees to pay actual costs for notification after a determination by Metro that the Breach is significant enough to warrant such measures.
- (iv) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Metro in the time and manner reasonably requested by Metro.
- (v) Business Associate shall report to Metro any successful: (1) unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information; and (2) interference with Business Associate's information systems operations, of which Business Associate becomes aware.
- e. **Compliance of Agents.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Metro, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. **Access.** Business Associate agrees to provide access, at the request of Metro, and in the time and manner designated by Metro, to Protected Health Information in a Designated Record Set, to Metro or, as directed by Metro, to an Individual, so that Metro may meet its access obligations under 45 CFR § 164.524, HIPAA and the HITECH Act.
- g. **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Metro directs or agrees at the request of Metro or an Individual, and in the time and manner designated by Metro, so that Metro may meet its amendment obligations under 45 CFR § 164.526, HIPAA and the HITECH Act.
- h. **Disclosure of Practices, Books, and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Metro available to Metro, or at the request of Metro to the Secretary, in a time and manner designated by Metro or the Secretary, for purposes of determining Metro's compliance with the HIPAA Privacy Regulations.
- i. **Accounting.** Business Associate shall provide documentation regarding any disclosures by Business Associate that would have to be included in an accounting of disclosures to an Individual under 45 CFR § 164.528 (including without limitation a disclosure permitted under 45 CFR § 164.512) and under the HITECH Act. Business Associate shall make the disclosure Information available to Metro within thirty (30) days of Metro's request for such disclosure Information to comply with an individual's request for disclosure accounting. If Business Associate is contacted directly by an individual based on information provided to the individual by Metro and as required by HIPAA, the HITECH Act or any accompanying regulations, Business Associate shall make such disclosure Information available directly to the individual.
- j. **Security of Electronic Protected Health Information.** Business Associate agrees to: (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Metro; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to Metro any security incident of which it becomes aware.
- k. **Minimum Necessary.** Business Associate agrees to limit its uses and disclosures of, and requests for, PHI: (a) when practical, to the information making up a Limited Information Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
- l. **Compliance with HITECH Standards.** Business Associate shall comply with the HITECH Standards as specified by law.
- m. **Compliance with Electronic Transactions and Code Set Standards:** If Business Associate conducts any Standard Transaction for, or on behalf, of Metro, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulations. Business Associate shall not enter into, or permit its subcontractor or agents to enter into, any Agreement in connection with

## Exhibit B - ISA Terms and Conditions for Contract 6557424

the conduct of Standard Transactions for or on behalf of Metro that:

- (i) Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- (ii) Adds any Health Information elements or segments to the maximum defined Health Information Set;
- (iii) Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
- (iv) Changes the meaning or intent of the Standard's Implementations Specification(s).

n. **Indemnity.** Business Associate shall indemnify and hold harmless Metro, its officers, agents and employees from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees, arising out of or in connection with any non-permitted use or disclosure of Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent of the Business Associate.

### **SECTION 3 - OBLIGATIONS OF METRO**

a. Metro shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

b. Metro shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Metro has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

### **SECTION 4 – TERM, TERMINATION AND RETURN OF PHI**

a. **Term.** The Term of this Agreement shall be effective when file in the office of the Metropolitan Clerk and shall terminate when all of the Protected Health Information provided by Metro to Business Associate, or created or received by Business Associate on behalf of Metro, is destroyed or returned to Metro, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section. The maximum length as outlined in the Master Contract Agreement or Purchase Order.

b. **Termination for Cause.** Upon Metro's knowledge of a material breach by Business Associate, Metro shall provide an opportunity for Business Associate to cure the breach or end the violation. Metro may terminate this Agreement between Metro and Business Associate if Business Associate does not cure the breach or end the violation within fourteen (14) days. In addition, Metro may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not feasible.

c. **Obligations on Termination.**

(i) Except as provided in subsection (ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy as determined by Metro, all Protected Health Information received from Metro, or created or received by Business Associate on behalf of Metro. This provision shall apply to Protected Health Information that is in the possession of subcontractor or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information. Business Associate shall complete such return or destruction as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement. Within such sixty (60) day period, Business Associate shall certify on oath in writing to Metro that such return or destruction has been completed.

- (ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Metro notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return

## Exhibit B - ISA Terms and Conditions for Contract 6557424

or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If Metro does not agree that return or destruction of Protected Health Information is infeasible, subparagraph (i) shall apply. Business Associate shall complete these obligations as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement.

### SECTION 5 - MISCELLANEOUS

- a. **Regulatory References.** A reference in this Agreement to a section in HIPAA or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Metro to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations in regard to such laws.
- c. **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
- d. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Metro to comply with HIPAA or the HITECH Act or any applicable regulations in regard to such laws.
- e. **Governing Law.** The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Business Associate may provide.
- f. **Venue.** Any action between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.





## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Graham Company,	<b>NAMED INSURED</b> Concentra Health Services, Inc. c/o Select Medical Corporation 4716 Old Gettysburg Rd. Mechanicsburg PA 17055
<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE:</b>
<b>CARRIER</b>	
<b>NAIC CODE</b>	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244600-10; Effective 1/1/2024-1/1/2025 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-10; Effective 1/1/2024-1/1/2025 - \$100,000 Each Medical Incident/\$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244628-10; Effective 1/1/2024-1/1/2025 - \$500,000 Each Medical Incident/\$1,000,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-10; 1/1/2024-1/1/2025 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-10; 1/1/2024-1/1/2025 - \$1,000,000 Each Medical Incident/\$3,000,000 Aggregate Per Insured or Surgeon

PROPERTY COVERAGE: Risk of Physical Loss or Damage to Covered Property subject to policy terms and conditions.

WORKERS COMPENSATION - Occupational Health Centers of California, A Medical Corporation - Liberty Mutual Insurance Corp. - Policy #WA5-63D-510199-314; Effective: 4/1/2024-4/1/2025

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Insurance Corp. - Policy #WA7-63D-510199-404; Effective: 4/1/2024-4/1/2025

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Mutual Insurance Corp. - Policy #WC5-631-510199-254 (WI); Effective: 4/1/2024-4/1/2025

#### ADDITIONAL WORKERS COMPENSATION POLICIES:

OHC of Arkansas – Liberty Insurance Corp. - Policy #WC7-631-510199-284; Effective: 4/1/2024-4/1/2025

OHC of Southwest (AZ/UT) – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-244; Effective: 4/1/2024-4/1/2025

OHC of Delaware – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-334; Effective: 4/1/2024-4/1/2025

OHC of Georgia/Hawaii – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-384; Effective: 4/1/2024-4/1/2025

OHC of Illinois – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-414; Effective: 4/1/2024-4/1/2025

OHC of Louisiana – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-294; Effective: 4/1/2024-4/1/2025

OHC of Michigan – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-274; Effective: 4/1/2024-4/1/2025

OHC of Nebraska – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-374; Effective: 4/1/2024-4/1/2025

OHC of New Jersey – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-264; Effective: 4/1/2024-4/1/2025

OHC of North Carolina – Liberty Insurance Corp. - Policy #WC7-631-510199-344; Effective: 4/1/2024-4/1/2025

OHC of Southwest (KS) – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-424; Effective: 4/1/2024-4/1/2025

Therapy Centers of Southwest I, PA (OR) - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-394; Effective: 4/1/2024-4/1/2025

Therapy Centers of South Carolina, PA - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-304; Effective: 4/1/2024-4/1/2025

OHC of Minnesota - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-454; Effective: 4/1/2024-4/1/2025

OHC of Alaska - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-444; Effective: 4/1/2024-4/1/2025

CYBER LIABILITY - AIG Specialty Insurance Company - Policy #01-476-75-23; Effective: 9/25/2023-9/25/2024 - Limit: \$10,000,000

EXCESS CYBER LIABILITY - Endurance American Specialty Insurance Company - Policy #PEO-0201-0413; Effective: 9/25/2023-9/25/2024 - Limit: \$10,000,000 Excess of \$10,000,000

CRIME COVERAGE - National Union Fire Insurance Company of Pittsburgh, PA - Policy #01-988-32-61; Effective: 12/31/2023-12/31/2024 - Limit: \$10,000,000

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional services performed for or on behalf of the above Named Insured.

RE: RFQ/CONTRACT NUMBER 6562288

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are additional insureds on the General Liability (Endorsement # CG 20 26 04 13) and Automobile Liability (Endorsement # CA 20 48 10 13) Coverages if required by written contract per the attached endorsements.

POLICY NUMBER: AS2-631-510199-324

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### SCHEDULE

<p><b>Name Of Person(s) Or Organization(s):</b></p> <p>Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: HAZ 4032244581-8

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





**Notice of Intent to Award**

Solicitation Number	355276	Award Date	11/22/2023   3:45 PM CST
Solicitation Title	Onsite Occupational Medical Center Services		
Buyer Name	Christina Alexander	Buyer Email	christina.alexander@nashville.gov
BAO Rep	Sierra Washington	BAO Email	sierra.washington@nashville.gov

**Awarded Supplier(s)**

In reference to the above solicitation and contingent upon successful contract negotiation, it is the intent of the Metropolitan Government of Nashville and Davidson County to award to the following supplier(s):

Company Name	concentra Health Services Inc	Company Contact	Brandy Mitchell	
Street Address	5080 Spectrum Drive, Ste 1200 W.			
City	Addison	State	TX	Zipcode 75001

Company Name		Company Contact		
Street Address				
City		State		Zipcode

Company Name		Company Contact		
Street Address				
City		State		Zipcode

**Certificate of Insurance**

The awarded supplier(s) must submit a certificate of insurance (COI) indicating all applicable coverage required by the referenced solicitation. The COI should be emailed to the referenced buyer no more than 15 days after the referenced award date.

**Equal Business Opportunity Program**

Where applicable, the awarded supplier(s) must submit a signed copy of the letter of intent to perform for any and all minority-owned (MBE) or woman-owned (WBE) subcontractors included in the solicitation response. The letter(s) should be emailed to the referenced business assistance office (BAO) rep no more than two business days after the referenced award date.

Yes, the EBO Program is applicable.  No, the EBO Program is not applicable.

**Monthly Reporting**

Where applicable, the awarded supplier(s) will be required monthly to submit evidence of participation and payment to all small (SBE), minority-owned (MBE), women-owned (WBE), LGBT-owned (LGBTBE), and service disabled veteran owned (SDV) subcontractors. Sufficient evidence may include, but is not necessarily limited to copies of subcontracts, purchase orders, applications for payment, invoices, and cancelled checks.

Questions related to contract compliance may be directed to the referenced BAO rep.

Yes, monthly reporting is applicable.  No, monthly reporting is not applicable.

**Public Information and Records Retention**

Solicitation and award documentation are available upon request. Please email the referenced buyer to arrange.

A copy of this notice will be placed in the solicitation file and sent to all offerors.

**Right to Protest**

Per MCL 4.36.010 – any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

MLL Supervisor (Initial)

Michelle A. Hernandez Lane  
 Michelle A. Hernandez Lane  
 Purchasing Agent & Chief Procurement Officer

Enter Solicitation Title & Number Below		Lowest Bid	
Onsite Occupational Medical Center Services; RFQ 355276		\$7,531,432.38	30
Offeror's Name	Bids		RFP Cost Points
Concentra Medical Centers	\$7,531,432.38		30.00
<b>No BAO programming applicable to this solicitation - Diversity Plan</b>			

Music City Med Inc. was deemed non-responsive for failure to comply solicitation requirements.

## RFQ 355276 Onsite Occupational Medical Center Services Evaluation Committee Score Sheet

Offeror	Concentra Medical Centers
Contract Acceptance	Yes
Cost (30 points)	30.00
Staffing and Technical Expertise (15 points)	15.00
Company Experience and Capacity (20 points)	19.00
Business Plan (30 points)	30.00
Diversity Plan	0.00
<b>Total Evaluation Scores</b>	<b>94.00</b>

### Evaluation Comments

Concentra Medical Centers
<p><b>Strengths</b></p> <p>Proposal demonstrated firm's capacity to perform and accommodate Metro with staffing, to include a new hiring process. Proposal demonstrated proposed staff's ER background and experience. Proposal demonstrated firm's detailed approach, and Government experience. Proposal demonstrated firm's years of experience in the industry. Proposal provided a detailed company timeline. Firm proposed providing education and prevention information for injuries, as well as detailed clinician time between staff and patient, and plan for passing patient to administrative staff. Proposal addressed review with Davies charges, daily reports, utilization &amp; quarterly, ad hoc reports.</p>
<p><b>Weaknesses</b></p> <p>Reference projects provided were not all of similar size of scope of work for this RFQ. Firm's litigation response lacked detail.</p>

**Music City Med Inc. was deemed non-responsive for failure to comply solicitation requirements.**

metropolitan government of nashville & davidson county



# Vendor Evaluation

for diversity, equity, and inclusion practices

Solicitation Numbers 355276

Questions?

Project Title: Onsite Occupational Medical Center Services

Email [BAO@Nashville.gov](mailto:BAO@Nashville.gov)

Date: 9/20/2023

submit completed evaluation form to [BAO@Nashville.gov](mailto:BAO@Nashville.gov).

## Vendor Details

Vendor:

Concentra Onsite Health

Contact Person:

Email:

Phone:

Address:

Other:

## Programatic Review

Do you have a specific program to promote the use of black and brown owned, women-owned, LGBT-owned, service disabled veteran-owned, or small businesses?

YES

NO

If NO, proceed to page 3. If yes, upload documentation in the form of a policy manual or similar document.

Do you have measurable goals for the utilization of these types of businesses on non-government projects?

YES

NO

If YES, please provide both the goal and actual achievement for your most recently completed fiscal year -->

Firm Type	Goal	Actual
Minority Owned		
Woman Owned		
LGBT Owned		
Service Disabled Veteran Owned		
Small Business		

Do you have an employee dedicated, in whole or in part, to the administration of this program?

YES

NO

If YES, please provide -->

Program	Staff
Name	
% of time spent on program	
Email/Phone	

# Mentorship

Do you participate in any government - sponsored mentorship programs assisting black and brown owned, women owned, LGBT owned, service disabled veteran owned, or small businesses?

YES  NO

If YES, please list them:

Government Sponsor	Business Mentored

Do you provide industry specific training to black and brown owned, women owned, LGBT owned, service disabled veteran owned, or small businesses?

YES  NO

If YES, please complete:

Number Trained	Hours Provided

Briefly, is there anything else about your diversity, equity, and inclusion practices that we should know?

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BELOW TO BE COMPLETED BY METRO STAFF

Total Score:

0

Initial:

SW

QUESTION	Score	Comment
1		Firm did not complete the Metro DPE and provided limited information
2		regarding diversity, equity and inclusion practices as it relates to our evaluation.
3		
4		
5		



### Notice of Rejection

Solicitation Number	355276	Date	
Solicitation Title	Onsite Occupational Medical Center Services		
Buyer Name	Christina Alexander	Buyer Email	christina.alexander@nashville.gov
BAO Rep	Sierra Washington	BAO Email	sierra.washington@nashville.gov

The Metropolitan Government of Nashville and Davidson County has determined the offer submitted by the following supplier is not minimally responsive to the requirements of the referenced solicitation:

Company Name	Music City Med Inc	Company Contact	Alphonso Harvey	
Street Address	810 Dominican Dr			
City	Nashville	State	TN	Zipcode 37228
Reason	Offer does not meet the requirements of the solicitation and is unacceptable.			
Other/Notes	Offer deemed non-responsive to evaluation criteria section requirements.			

### Public Information and Records Retention

Solicitation and award documentation will be available upon request after the intent to award is issued. Please email the referenced buyer to arrange.

A copy of this notice will be placed in the solicitation file and sent to all offerors.

### Right to Protest

Per MCL 4.36.010 – any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

*Michelle A. Hernandez Lane*

**Certificate Of Completion**

Envelope Id: 342F6161E05541A3A2D4E0D18EF0B606	Status: Completed
Subject: Complete with DocuSign: Reject Individual - 4242023.pdf	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Christina Alexander
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	christina.alexander@nashville.gov
	IP Address: 170.190.198.185

**Record Tracking**

Status: Original 11/17/2023 3:17:02 PM	Holder: Christina Alexander christina.alexander@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

**Signer Events**

Michelle A. Hernandez Lane  
michelle.lane@nashville.gov  
Chief Procurement Officer/Purchasing Agent  
Metro  
Security Level: Email, Account Authentication (None)

**Signature**

*Michelle A. Hernandez Lane*  
Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.190

**Timestamp**

Sent: 11/17/2023 3:18:22 PM  
Viewed: 11/20/2023 4:34:18 PM  
Signed: 11/20/2023 4:36:51 PM  
Freeform Signing

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	11/17/2023 3:18:22 PM
Certified Delivered	Security Checked	11/20/2023 4:34:18 PM
Signing Complete	Security Checked	11/20/2023 4:36:51 PM
Completed	Security Checked	11/20/2023 4:36:51 PM

**Payment Events****Status****Timestamps**



**Certificate Of Completion**

Envelope Id: 0D66FF1B656646AF86E9F491F8B66C57	Status: Completed
Subject: Intent to Award - RFQ # 355276 for Onsite Occupational Medical Center Services	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Christina Alexander
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	christina.alexander@nashville.gov
	IP Address: 170.190.198.185

**Record Tracking**

Status: Original 11/22/2023 1:49:41 PM	Holder: Christina Alexander christina.alexander@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 172.58.144.219 Signed using mobile	Sent: 11/22/2023 1:52:11 PM Viewed: 11/22/2023 3:44:43 PM Signed: 11/22/2023 3:45:05 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 172.58.144.219 Signed using mobile	Sent: 11/22/2023 3:45:06 PM Viewed: 11/22/2023 3:45:15 PM Signed: 11/22/2023 3:45:22 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	11/22/2023 1:52:11 PM
Certified Delivered	Security Checked	11/22/2023 3:45:15 PM
Signing Complete	Security Checked	11/22/2023 3:45:22 PM
Completed	Security Checked	11/22/2023 3:45:22 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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## Contract Standards Deviations

## Contract Purchase Agreement 6557424,0: Contract Standards Deviations - 13-Dec-2023

Supplier	Occupational Health Center of the Southwest P.A. dba Concentra Medical Centers	Supplier Site	NASHVILLE
Buyer	Alexander, Christina M	Amount	7,531,432.38
Contract Template	Master Goods and Services Contract		

## Deviation Summary

## Clause Deviations

Category	Non-Standard clauses		
Deviation	Section	Clause Title	
Standard clause modified	1. GOODS AND SERVICES CONTRACT	<a href="#">1.1. 37:Heading</a>	
Standard clause modified	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	<a href="#">2.1. 35:Duties and Responsibilities</a>	
Standard clause modified	3. CONTRACT TERM	<a href="#">3.1. 36:Contract Term</a>	
Standard clause modified	4. COMPENSATION	<a href="#">4.1. 38:Contract Value</a>	
Standard clause modified	4. COMPENSATION	<a href="#">4.4. 27:Escalation/De-escalation</a>	
Standard clause modified	6. NONDISCRIMINATION	<a href="#">6.3. 230:Equal Business Opportunity (EBO) Program Requirement</a>	
Category	Standard clauses missing		
Deviation	Section	Clause Title	
Optional clause removed	7. INSURANCE	<a href="#">7.2. 50:Products Liability Insurance</a>	
Optional clause removed	7. INSURANCE	<a href="#">7.7. 253:Abuse and Molestation Insurance</a>	
Optional clause removed	7. INSURANCE	<a href="#">7.9. 252:Technological Errors and Omissions Insurance</a>	
Optional clause removed	8. GENERAL TERMS AND CONDITONS	<a href="#">8.3. 167:Software License</a>	

## Policy Deviations

Deviation	Description	Line	Item	Item Description
	The contract has no Policy Deviations			



## Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	1.1. 37:Heading
Section	1. GOODS AND SERVICES CONTRACT
Deviation	Standard clause modified

### Clause Text

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This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Occupational Health of Southawest PA dba Concentra Medical Centers (CONTRACTOR)** located at **5080 Spectrum Drive, Ste. 1200W, Addison, TX 75001**. This Contract consists of the following documents:

- **Any properly executed contract amendment (most recent with first priority),**
- **This document, including exhibits,**
  - **Exhibit A - Pricing**
  - **Exhibit B - ISA Terms and Conditions**
- **The solicitation documentation for RFQ# 355276 and affidavit(s) (all made a part of this contract by reference),**
- **Purchase Orders (and PO Changes),**
- **CONTRACTOR's response to the solicitation,**

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### Comparison to Standard

---

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County (METRO) and - ~~Enter Legal Name (CONTRACTOR)~~  
~~Occupational Health of Southawest PA dba Concentra Medical Centers (CONTRACTOR)~~ located at ~~Enter Address, City, ST ZIP.~~

5080 Spectrum Drive, Ste. 1200W, Addison, TX 75001. This Contract consists of the following documents:

- ~~• Any~~
- Any properly executed contract amendment (most recent with first priority),
- ~~•~~
- This document, including exhibits,
- ~~•~~
- Exhibit A - ~~{Enter Description (i.e. Hourly Rates)}~~  
Pricing
- ~~•~~
- Exhibit B ~~--{Enter Description (i.e. Task Details)}~~
- ~~• Exhibit C --{Enter Description (i.e. ISA - ISA Terms and Conditions)}~~  
Conditions

- ~~• The~~



## Contract Standards Deviations

- The solicitation documentation for RFQ# ~~{Enter Number}~~ 355276 and ~~affidavit(s) (all~~ affidavit(s) (all made a part of this contract by reference),
- ~~• Purchase~~
- Purchase Orders (and PO Changes),
- ~~• CONTRACTOR's~~
- CONTRACTOR's response to the solicitation, -
- ~~• Equal Business Opportunity (EBO) Program forms (incorporated by reference).~~

## Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	2.1. 35:Duties and Responsibilities
Section	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:
Deviation	Standard clause modified

**Clause Text**

CONTRACTOR agrees to provide medical services for the treatment and ongoing care coordination for occupational injuries and illnesses for Metro employees at Metro's Injury on Duty (IOD) Clinic. CONTRACTOR agrees to work closely with Metro's IOD - Claims Administrative Services provider, which is currently Davies Group, to coordinate care of an IOD injury or illness. A Davies representative is staffed onsite at Metro's IOD Clinic.

CONTRACTOR agrees to staff and operate Metro's IOD Clinic 40 hours per week with the typical hours of operation 7:00 am to 4:00 pm Central Time Monday through Friday. Clinic utilization shall be monitored monthly by both awardee and Metro Nashville Government to determine the necessary staffing and operating hours. Hours of operations may be modified by the Metro Nashville Government with reasonable notice to the vendor. The Clinic will not close for lunch. The Physician and Center Manager must stagger their lunch times so that a clinician is always on-site during hours of operation.

CONTRACTOR agrees to coordinate with the Metro Nashville Public Health Department (MPHD) to perform pre-hire and annual physicals for a variety of Metro Nashville Departments. This will range from trade and labor positions to first responders. Criteria for physicals are set and communicated to the vendor by the MPHD. Physician oversight of these physicals will be the Metro Civil Service Medical Examiner, positioned within the MPHD, as required by Metro Charter (Sec. 10.110.)

CONTRACTOR agrees to staff Metro's IOD Clinic each day during operating hours with the following Minimum Staffing Levels:

Staffing for IOD: 4 full-time equivalents – 1 Physician, 1 Clinic Manager (medically licensed preferred), 1 Medical Assistant, and 1 Radiological Technician.

Staffing for Physicals: 3 full-time equivalents - 1 Advanced Practice Clinician (NP/PA), 1 Medical Assistant, and 1 Radiological Technician.

CONTRACTOR agrees to provide Metro with the description of health department services performed by Physicals staff, and the opportunity to meet the finalist clinician and support staff candidates prior to their staffing for Metro's IOD clinic.

CONTRACTOR agrees to provide the following Services for the Metro Public Health Department at the Metro Injury on Duty Clinic:

Coordinate physicals scheduling managed by the Metro Public Health Department

Conduct pre-hire and annual occupational physicals

Physical criteria vary by position

Some physicals require:

Chest x-ray

Electrocardiograms

Pulmonary function tests

**Comparison to Standard**

CONTRACTOR agrees to provide ~~the goods and/or~~



## Contract Standards Deviations

medical services ~~as fully defined in~~  
for the ~~solicitation~~  
treatment and ongoing care coordination for occupational injuries and illnesses for Metro employees at Metro's Injury on Duty (IOD) Clinic. CONTRACTOR agrees to work closely with Metro's IOD - Claims Administrative Services provider, which is currently Davies Group, to coordinate care of an IOD injury or illness. A Davies representative is staffed onsite at Metro's IOD Clinic.

CONTRACTOR agrees to staff and operate Metro's IOD Clinic 40 hours per week with the typical hours of operation 7:00 am to 4:00 pm Central Time Monday through Friday. Clinic utilization shall be monitored monthly by both awardee and Metro Nashville Government to determine the necessary staffing and operating hours. Hours of operations may be modified by the Metro Nashville Government with reasonable notice to the vendor. The Clinic will not close for lunch. The Physician and Center Manager must stagger their lunch times so that a clinician is always on-site during hours of operation.

CONTRACTOR agrees to coordinate with the Metro Nashville Public Health Department (MPHD) to perform pre-hire and annual physicals for a variety of Metro Nashville Departments. This will range from trade and labor positions to first responders. Criteria for physicals are set and communicated to the vendor by the MPHD. Physician oversight of these physicals will be the Metro Civil Service Medical Examiner, positioned within the MPHD, as ~~outlined in Exhibit B~~ required by Metro Charter (Sec. 10.110.)

CONTRACTOR agrees to staff Metro's IOD Clinic each day during operating hours with the following Minimum Staffing Levels:

Staffing for IOD: 4 full-time equivalents – ~~Scope~~  
1 Physician, 1 Clinic Manager (medically licensed preferred), 1 Medical Assistant, and 1 Radiological Technician.

Staffing for Physicals: 3 full-time equivalents - 1 Advanced Practice Clinician (NP/PA), 1 Medical Assistant, and 1 Radiological Technician.

CONTRACTOR agrees to provide Metro with the description of ~~Services~~  
health department services performed by Physicals staff, and the opportunity to meet the finalist clinician and support staff candidates prior to their staffing for Metro's IOD clinic.

CONTRACTOR agrees to provide the following Services for the Metro Public Health Department at the Metro Injury on Duty Clinic:

Coordinate physicals scheduling managed by the Metro Public Health Department

Conduct pre-hire and annual occupational physicals

Physical criteria vary by position

Some physicals require:

Chest x-ray

Electrocardiograms

Pulmonary function tests



## Contract Standards Deviations

—





## Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	3.1. 36:Contract Term
Section	3. CONTRACT TERM
Deviation	Standard clause modified

### Clause Text

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The Contract Term will begin on the date (the "Effective Date") of January 18, 2024, or the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs. This Contract Term will end (60) months from the Effective Date.

In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.

### Comparison to Standard

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The Contract Term will begin on the date (the "Effective Date") of ~~-[insert date here];~~ January 18, 2024, or the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs. This Contract Term will end (60) months from the Effective Date.

~~-This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in~~

In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.



## Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.1. 38:Contract Value
Section	4. COMPENSATION
Deviation	Standard clause modified

### Clause Text

---

This Contract has an estimated value of \$7,531,432.38. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

### Comparison to Standard

---

This Contract has an estimated value of ~~-\${Agreement Amount}.~~  
\$7,531,432.38. The pricing ~~details are~~  
details are included ~~in Exhibit~~  
in Exhibit A and are made a part of this Contract by reference. ~~CONTRACTOR~~  
CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.



## Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.4. 27:Escalation/De-escalation
Section	4. COMPENSATION
Deviation	Standard clause modified

### Clause Text

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This Contract is not eligible for annual escalation/de-escalation adjustments.

### Comparison to Standard

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This Contract is not eligible for annual escalation/de-escalation ~~adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the Effective Date of this Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract.~~ adjustments.



## Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	6.3. 230:Equal Business Opportunity (EBO) Program Requirement
Section	6. NONDISCRIMINATION
Deviation	Standard clause modified

### Clause Text

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The provision of the Equal Business Opportunity (EBO) Program is not applicable to this solicitation/contract.

### Comparison to Standard

---

~~The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations.~~ The provision of the Equal Business Opportunity (EBO) Program ~~documents shall be part of each~~ is not applicable ~~solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the~~ Equal Business Opportunity (EBO) Program, if applicable, in the execution of this ~~Contract.~~ solicitation/contract.

—



## Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.2. 50:Products Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

### Clause Text

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In the amount of one million (\$1,000,000.00) dollars.



## Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.7. 253:Abuse and Molestation Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

### Clause Text

---

In the amount of one million (\$1,000,000.00) dollars.



## Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.9. 252:Technological Errors and Omissions Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

### Clause Text

---

In the amount of one million (\$1,000,000.00) dollars.



## Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.3. 167:Software License
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Optional clause removed

### Clause Text

---

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.




**Certificate Of Completion**

Envelope Id: 411641B5EE414FF48515BBD15B51DF46	Status: Sent
Subject: URGENT!!! Metro Contract 6557424 with Concentra Health Services Inc. (Human Resources)	
Source Envelope:	
Document Pages: 75	Signatures: 10
Certificate Pages: 18	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

**Record Tracking**

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
5/16/2024 8:09:04 AM	prg@nashville.gov	
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Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign


**Signer Events**

Signer Events	Signature	Timestamp
Michael Rhine		Sent: 5/31/2024 2:55:03 PM
Michael.Rhine@concentra.com		Viewed: 5/31/2024 2:59:31 PM
EVP, Chief Operating Officer - Onsite Health Concentra Health Services, Inc.		Signed: 5/31/2024 3:00:03 PM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 216.212.29.6 Signed using mobile


**Electronic Record and Signature Disclosure:**  
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ID: 1508c88c-6520-40b7-853a-9f50fe3d9f29

Gary Clay		Sent: 5/31/2024 3:00:09 PM
Gary.Clay@nashville.gov		Viewed: 5/31/2024 3:19:51 PM
Asst. Purchasing Agent		Signed: 5/31/2024 3:22:03 PM
Security Level: Email, Account Authentication (None)		Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jau'Nae Wilkins		Sent: 5/31/2024 3:22:08 PM
jaunae.wilkins@nashville.gov		Viewed: 5/31/2024 3:25:52 PM
Security Level: Email, Account Authentication (None)		Signed: 5/31/2024 3:26:12 PM
		Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185

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ID: 0d271d3c-1c4a-4e1c-aae1-614c5a638891

Elizabeth Jefferson		Sent: 5/31/2024 3:26:17 PM
elizabeth.jefferson@nashville.gov		Viewed: 5/31/2024 3:28:13 PM
Security Level: Email, Account Authentication (None)		Signed: 5/31/2024 3:30:23 PM
		Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:**

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<p>Mike Rhine Michael.Rhine@concentra.com EVP, Chief Operating Officer - Onsite Health Concentra Health Services, Inc. Security Level: Email, Account Authentication (None)</p>	<p><i>Mike Rhine</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 216.212.29.6 Signed using mobile</p>	<p>Sent: 5/31/2024 3:30:28 PM Viewed: 5/31/2024 3:32:50 PM Signed: 5/31/2024 3:33:16 PM</p>
<b>Electronic Record and Signature Disclosure:</b>		
<p>Accepted: 5/31/2024 3:32:50 PM ID: c0964e8b-0f6c-406f-a11a-4bb24c32dbb8</p>		
<p>Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent &amp; Chief Procurement Officer Security Level: Email, Account Authentication (None)</p>	<p><i>Dennis Rowland</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 5/31/2024 3:33:22 PM Viewed: 6/2/2024 8:01:36 AM Signed: 6/2/2024 8:03:06 AM</p>
<b>Electronic Record and Signature Disclosure:</b>		
Not Offered via DocuSign		
<p>Shannon Hall shannon.hall@nashville.gov HR Director Security Level: Email, Account Authentication (None)</p>	<p><i>Shannon Hall</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 6/2/2024 8:03:14 AM Viewed: 6/3/2024 10:27:03 AM Signed: 6/3/2024 10:27:14 AM</p>
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<p>Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Dep Dir of Finance Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Crumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 6/3/2024 10:27:19 AM Viewed: 6/3/2024 10:39:20 AM Signed: 6/3/2024 10:39:50 AM</p>
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<p>Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Crumbo/mjw</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 6/3/2024 10:39:56 AM Viewed: 6/3/2024 11:17:19 AM Signed: 6/3/2024 11:17:57 AM</p>
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Signer Events	Signature	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	<i>BL</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 6/3/2024 11:18:03 AM Viewed: 6/3/2024 11:19:02 AM Signed: 6/3/2024 11:19:15 AM

**Electronic Record and Signature Disclosure:**  
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ID: 69d7ce43-1ecc-4777-b135-3059a0e23f88

Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	<i>Macy Amos</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 6/3/2024 11:19:22 AM Viewed: 6/3/2024 12:37:29 PM Signed: 6/3/2024 12:37:59 PM
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**Electronic Record and Signature Disclosure:**  
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ID: 83fd7b10-740f-42b1-8870-fb50f6aff489

Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 6/3/2024 12:38:09 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Christina Alexander christina.alexander@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 5/22/2024 1:36:07 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Concentra Legal legalcontracts@concentra.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 5/31/2024 2:55:07 PM
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 6/3/2024 12:38:05 PM Viewed: 6/3/2024 12:41:32 PM

Carbon Copy Events	Status	Timestamp
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Macy Amos  
 macy.amos@nashville.gov  
 Security Level: Email, Account Authentication (None)

COPIED

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**Electronic Record and Signature Disclosure:**  
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Sierra Washington  
 sierra.Washington@nashville.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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 ID: 6b93db31-8e57-479c-8d29-48e3647a2081

Stephen Cain  
 stephen.cain@nashville.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/22/2023 11:17:51 AM  
 ID: e56fedd4-a9ef-4dd0-b286-e4986be47925

Amber Gardner  
 Amber.Gardner@nashville.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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Austin Kyle  
 publicrecords@nashville.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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 ID: 90166eb4-57bd-463b-bfe9-b55f266b0d0e

Terri Ray  
 terri.ray@nashville.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Zak Kelley  
 Zak.Kelley@Nashville.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Tracy Harvey  
 tracy.harvey@nashville.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
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Durgut Halimi  
durgut.halimi@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 3/26/2024 4:11:12 PM  
ID: a5315b1c-f548-4cde-87a1-d1ab49b0dc5d

Ginger Hall  
ginger.hall@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 6/14/2022 2:38:02 PM  
ID: 6bd51906-4918-425c-8f86-494113091066

Brandy Mitchell  
brandy\_mitchell@concentra.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/22/2024 1:36:08 PM
Envelope Updated	Security Checked	5/28/2024 7:49:50 AM
Envelope Updated	Security Checked	5/28/2024 7:49:50 AM
Envelope Updated	Security Checked	5/31/2024 12:49:44 PM
Envelope Updated	Security Checked	5/31/2024 12:49:44 PM
Envelope Updated	Security Checked	5/31/2024 12:49:44 PM
Envelope Updated	Security Checked	5/31/2024 12:49:44 PM
Envelope Updated	Security Checked	5/31/2024 12:49:44 PM
Envelope Updated	Security Checked	5/31/2024 12:49:44 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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