Contract Amendment Abstract

Contract Amendment Information

Contract Title: Onsite Occupational Medical Center Services for Metro's Injury on Duty Clinic

Amendment Summary: Amends Clause 4.1 Contract Value to add $475,639.00 for a total of $4,652,690.00. Removes and replaces Exhibit A – Schedule and Pricing Information that incorporates Schedule III and Schedule IV that expands the services to include pre-hire and annual aoccupational physicals as allowed in the original executed contract.

Contract Number: 442865 Amendment Number: 1 Request Number: A2023040

Type of Contract: Multi-Year Contract **Requires Council Legislation: Yes**

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 03/06/2019 Contract Expiration Date: 03/05/2024 Contract Term: 60 Months

Previous Estimated Contract Life Value: $4,177,051.00

Amendment Value: $475,639.00 Fund: 10101*

New Estimated Contract Life Value: $4,652,690.00 BU: 38151191*

(* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Terri Ray BAO Staff: Jeremy Frye

Procuring Department: **Health** Department(s) Served: **Human Resources and Health**

Prime Contractor Information

Prime Contracting Firm: Concentra Health Services, Inc. ISN#: 25091

Address: P.O. Box 9008 City: Broomfield State: CO Zip: 80021

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: Katelyn Hiller Email Address: katelyn_hiller@concentra.com Phone #: 202-306-6449

Prime Contractor Signatory: Mike Rhine **Email Address:** **Michael.Rhine@concentra.com**

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: SBE/SDV Participation

Amount: $12,500.00 Percent, if applicable: 0.30%

Procurement Non-Discrimination Program: Program Not Applicable

MBE Amount: N/A MBE Percent, if applicable: N/A

WBE Amount: N/A WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise: No

Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

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AMENDMENT NUMBER 1 TO CONTRACT NUMBER 442865
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND CONCENTRA HEALTH SERVICES, INC

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) a metropolitan government organized and existing under the laws and constitution of the State of Tennessee and CONCENTRA HEALTH SERVICES, INC., ("CONTRACTOR") a Nevada Corporation.

RECITALS

WHEREAS, CONTRACTOR and METRO previously entered into Contract #442865 dated effective March 6, 2019, approved by Ordinance BL2019-1493 (the "Agreement" or "Contract"); and

WHEREAS, the parties desire to modify the terms and conditions of their original contract, Contract #442865, to extend Services to the Metro Public Health Department; and,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined in this Amendment, shall have the same meanings as in the Agreement.

2. Amendments. The Agreement is amended as follows:

Amends Clause 4.1 Contract Value to add $475,639.00 for a total of $4,652,690.00. Clause shall read as follows:

"This Contract has an estimated value of $4,652,690.00. 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."

Removes and replaces Exhibit A – Schedule and Pricing Information that incorporates Schedule III and Schedule IV. The parties agree that the term of any and all Services performed by CONTRACTOR pursuant to Schedule III or Schedule IV shall commence once approved by all parties and filed in the Metro Clerk's Office for an initial twelve (12) month period. The term of the Services provided pursuant to Schedule III or Schedule IV may be extended by approval of the Purchasing Agent and CONTRACTOR. In no event shall the term of the Services performed by CONTRACTOR pursuant to Schedule III or Schedule IV extend beyond the term set forth in Section 3.1 of Contract #442865.

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The parties further agree that any and all Services performed by CONTRACTOR pursuant to Schedule III or Schedule IV shall be billed to Metro Public Health Department at the address set forth below:

Metro Public Health Department
Attn. Finance Officer
2500 Charlotte Ave.
Nashville, TN 37209

3. All terms set forth in the Contract shall remain in full force and effect, except to the extent such terms are superseded or modified by the provisions of this Amendment, in which case, this Amendment will prevail. This Amendment shall not be binding upon the parties until it is approved by the Metropolitan Council and filed in the Metro Clerk's Office.

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Contract Number 442865

Amendment Number 1

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Gill C Wright III, MD — JD
Dept. / Agency / Comm. Head or Board Chair. — Dept. Fin.

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

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane — MAL
Purchasing Agent — Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/JE — KH
Director of Finance — BA

APPROVED AS TO FORM AND LEGALITY:

Nicki Eke — BC
Metropolitan Attorney — Insurance

Metropolitan Mayor — COO

ATTESTED:

Metropolitan Clerk — Date

CONTRACTOR

Concentra Health Services, Inc.
Company Name

Mike Rhine
Signature of Company's Contracting Officer

Mike Rhine
Officer's Name

SVP Chief Operating Office, Onsites
Officer's Title

EXHIBIT A - SCHEDULE AND PRICING INFORMATION

SCHEDULE I – SCOPE OF SERVICES

I. Staffing and Location(s)

Concentra agrees to provide the following staffing members, duly licensed and qualified to practice medicine in the State of Tennessee:

Position	Full Time Equivalent	Hours Per Week
Physician	1.0	40
Licensed Practical Nurse Manager	1.0	40
Medical Assistant I	1.0	40
Radiological Technician I	1.0	40

Concentra will provide Metro Nashville the opportunity to meet candidates prior to permanently replacing any current staff.

These medical professionals will be staffed at the following locations:

Location Name	Address	Site contact
Metro Nashville IOD Clinic	337 21st Avenue Nashville, TN 37212	Steve Cain

II. Eligible Users of the Center

Current employees of Metro Nashville are eligible to use the worksite health center.

Persons presenting for care that are not employed by Metro Nashville Government will not be eligible to use the worksite clinic.

III. Costs to Patients for Services Rendered at the Center

Current employees are eligible to access the Metro Nashville IOD Clinic for a $0.00 co-pay.

IV. Operating Hours and Utilization

Concentra agrees to staff and operate the clinic 40 hours per week with the initial hours of operation to be between 7:00 AM to 4:00 PM Central Time Monday thru Friday (exact schedule to be mutually defined). Lunch breaks will be coordinated by IOD Clinic management to ensure the clinic remains open to patients between the hours of 7:00 a.m. to 4:00 p.m.

Concentra will follow the following schedule for each staff member:

Position	Hours Per Week	Schedule
Physician	40	7am-4pm
Licensed Practical Nurse Manager	40	7am-4pm
Medical Assistant I	40	7am-4pm
Radiological Technician I	40	7am-4pm

Clinic utilization shall be monitored monthly by both Concentra and Metro Nashville Government to determine the necessary staffing and operating hours. Hours of operations may be modified periodically based on patient needs with mutual approval by Concentra and Metro Nashville Government

This staffing model will support clinical services for an average daily census of 15-20 patient encounters per 8-hour clinic day. If exceeded additional clinical or medical support staff will be recommended to support patient demand, medical acuity or complexity.

V. Scope of Clinical Services

Concentra will provide the following Metro Nashville IOD Clinic.

- Treatment of occupational injuries and illnesses
- Care coordination for occupational injuries and illnesses
- Wellness programming in support of clinic promotion and employee awareness efforts

Please note that expanded services will require a review of operational / clinical capacity and will require an amendment to the base staffing model/contract. Concentra will fully staff all positions during clinic office hours.

Concentra's on-site clinician will have the final determination on the appropriateness of any care provided to patients. This clinician may provide less or more than the items mentioned above if deemed appropriate for patient care in an emergency situation.

VI. Technology & Reporting

Health information will be collected and stored in a secure and professional manner. Concentra will use an electronic medical record system to document and manage health data and support electronic prescribing.

Appointment scheduling will be managed by the worksite medical support staff from the main clinic phone number. Online scheduling may also be utilized for self-scheduled appointments pending determination of systems availability to program participants and adherence to Metro Nashville policy.

Quarterly stewardship reports will be delivered within 30 days of the calendar quarter, unless pre-approved by Metro Nashville Government.

VII. Communications / Promotion

Promotion/Marketing of services to enhance employee engagement will be coordinated with Metro Nashville Government's Human Resource representatives and other vendor partners as appropriate.

Concentra will provide pre-developed templates for marketing / communications at no additional cost beyond the fees described in Schedule II. If Metro Nashville Government requires Concentra to modify to these templates, Concentra may charge for these services at $95.00/hour plus production cost. Metro shall be invoiced for such services and production costs as a separate line item as a standard Service under this Agreement.

Metro Nashville Government will be responsible for printing and distribution of any marketing materials.

Upon approval by the Metro Nashville Government, Concentra may implement satisfaction surveys. Results of such surveys shall be shared with the Metro Nashville Government.

VIII. Supplies & Equipment

Supply inventory will be managed by Concentra; Metro Nashville Government will be invoiced monthly for costs.

IX. Quality Assurance / Audits

Concentra will provide quality management, auditing, and physician oversight to this worksite practice. Results of these quality assurance programs and audits will be shared with the client biannually.

- All clinicians working at this location will be subject to Concentra policy regarding appropriate oversight levels and quality reviews. Quality reviews will be scheduled and performed in accordance to Concentra policy.

- Concentra's Operations team will ensure the facility and operations are audited per Company policy.

X. Holiday Schedule

New Year's Day	☐ Staffed	☒ Not Staffed
Birthday of Martin Luther King Jr.	☐ Staffed	☒ Not Staffed
President's Day	☐ Staffed	☒ Not Staffed
Memorial Day	☐ Staffed	☒ Not Staffed
Independence Day	☐ Staffed	☒ Not Staffed
Labor Day	☐ Staffed	☒ Not Staffed
Veteran's Day	☐ Staffed	☒ Not Staffed
Thanksgiving Day	☐ Staffed	☒ Not Staffed
Day After Thanksgiving	☐ Staffed	☒ Not Staffed
Christmas Eve (December 24)	☐ Staffed	☒ Not Staffed
Christmas Day (December 25)	☐ Staffed	☒ Not Staffed

IN WITNESS WHEREOF, the parties have agreed to Schedule I as of the Effective Date

Concentra Health Services, Inc.	**Metropolitan Government of Nashville and Davidson County:**
Signature:	**Signature:**
Title:	**Title:**
Date:	**Date:**

EXHIBIT A -SCHEDULE AND PRICING INFORMATION

SCHEDULE II: COMPENSATION FOR ONSITE SERVICES

I. Staffing and Labor Compensation

The rates and full-time equivalents (FTEs) provided below are for each staff member position on a monthly basis. Services will be billed monthly:

- Salaries, wages, benefits, recruiting, credentialing, continuing education, and training
- Coverage for paid time off
- Insurance (medical malpractice, general liability, workers compensation)
- Professional licenses, fees, and organizational membership
- General and administrative fees
- Human resources, risk, quality improvement, regulatory compliance support

	Year 1	Year 2	Year 3	Year 4	Year 5
Start-up Cost/ Fees	$0.00				
Staffing:					
Occupational Physician	$390,837.00	$402,562.00	$414,639.00	$427,078.00	$439,890.00
Licensed Practical Nurse	$147,809.00	$152,243.00	$156,810.00	$161,514.00	$166,359.00
Medical Assistant	$64,217.00	$66,144.00	$68,128.00	$70,172.00	$72,277.00
Radiological Technician	$141,764.00	$146,017.00	$150,398.00	$154,910.00	$159,557.00
Medical Director Oversight	$0.00	$0.00	$0.00	$0.00	$0.00
Medical Waste Fee	$500.00	$515.00	$530.00	$546.00	$562.00
Information Technology Support:					
Equipment (computers, servers, printers, etc.)	$2,000.00	$2,060.00	$2,122.00	$2,186.00	$2,252.00
Software required for EMR, etc.	$28,000.00	$28,840.00	$29,705.00	$30,596.00	$31,514.00
Phone, Cable TV, and Internet Service	$11,640.00	$11,989.00	$12,349.00	$12,719.00	$13,101.00
FEES for years 1-5	**$786,767.00**	**$810,370.00**	**$834,681.00**	**$859,721.00**	**$885,512.00**
Estimated Total Bid Amount (For evaluation purposes only)	**$4,177,051.00**				

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

Mutually approved/accepted changes in salary will result in a corresponding percentage change to the total rates outlined above.

II. Estimated On-going Monthly Worksite Fees

- *Lab and Medical Supplies* – Includes costs for items purchased through Concentra's vendor relationships necessary to support the operation of the worksite medical programs, including but not limited to lab and medical supplies (medications, vaccinations, laboratory testing). Supplies are billed at a pass-through cost plus a nominal 5% administrative fee. Nothing in this agreement requires Client to purchase items through Concentra's vendor relationships.

- *Technology* – This fee includes the annual software licensing and IT database support for Concentra's EMR.

- *Postage/Office Supplies/Telecom* – Supplies are billed at a pass-through cost plus a nominal 5% administration fee. Client will have the opportunity to review and approve these items prior to purchase or order. Nothing in this Agreement requires Client to purchase items through Concentra's vendor relationships.

- *Facility/Equipment*– Includes ongoing facility fees and clinic equipment (including calibrations) fees. Fees billed at pass through cost plus a nominal 5% administration fee.

- *Third Party Relationships* – In keeping with state and federal guidelines, Concentra will provide clinical interpretation of all x-rays through a board-certified radiologist. The costs for these interpretations will be billed at a pass-through cost plus a nominal 5% administration fee.

- *CLIA Waiver* – Required for the performance of selected on-site lab testing at the clinic. This fee is in accordance with federal requirements and assessed every two years and will be passed though to the Client.

Client will be responsible for maintaining the physical plan including, but not limited to, building maintenance, janitorial service, security, utilities, landscaping, snow removal, and property maintenance.

IN WITNESS WHEREOF, the parties have agreed to Schedule II as of the Effective Date.

Concentra Health Services, Inc.	**Metropolitan Government of Nashville and Davidson County:**
Signature:	Signature:
Title:	Title:
Date:	Date:

SCHEDULE III – SCOPE OF SERVICES
METRO PUBLIC HEALTH DEPARTMENT

I. Staffing and Location(s)

Concentra agrees to provide the following staffing members:

Position	Full Time Equivalent	Hours Per Week
Advanced Practice Clinician (NP/PA)	1.0	40
Medical Assistant	1.0	40
Radiological Technician	1.0	40

These medical professionals will be staffed at the following locations:

Location Name	Address	Site contact
Metro Nashville IOD Clinic	337 21st Avenue, Nashville, Tennessee 37212	Stephen Cain – Primary Kenton Dodds - Physicals

II. Eligible Users of the Center

Current employees of Metro Nashville Government, or applicants, directed for physical evaluation by the Metro Public Health Department, Civil Service Medical Examiner's Office are eligible to use the worksite health center.

Persons presenting for physical evaluation that are not employed by Metro Nashville Government, or applicants, and directed for physical evaluation by the Metro Public Health Department, Civil Service Medical Examiner's Office will not be eligible to use the worksite clinic.

III. Costs to Patients for Services Rendered at the Center

Current employees are eligible to access the Metro Injury on Duty Clinic for a $0.00 co-pay.

IV. Operating Hours and Utilization

Concentra agrees to staff and operate the clinic 40 hours per week with the initial hours of operation to be between 7:00 AM to 4:00 PM Central Time Monday thru Friday (exact schedule to be mutually defined). Lunch breaks will be coordinated by IOD Clinic management to ensure the clinic remains open to patients between the hours of 7:00 a.m. to 4:00 p.m.

Concentra will follow the following schedule for each staff member:

Position	Hours Per Week	Schedule
Advanced Practice Clinician	40	7am-4pm
Medical Assistant	40	7am-4pm
Radiological Technician	40	7am-4pm

Clinic utilization shall be monitored monthly by both Concentra and Metro Public Health Department to determine the necessary staffing and operating hours. Hours of operations may be modified periodically based on patient needs with mutual approval by Concentra and Metro Nashville Government

This staffing model will support clinical services for per-hire and annual occupational physicals for an average daily census of 4-6 patient encounters per 8-hour clinic day. If exceeded additional clinical or medical support staff will be recommended to support patient demand, medical acuity, or complexity.

V. Scope of Clinical Services the Metro Public Health Department

Concentra will 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

Please note that expanded services will require a review of operational / clinical capacity and will require an amendment to the base staffing model/contract. Concentra will fully staff all positions during clinic office hours.

Concentra's on-site clinician will have the final determination on the appropriateness of any care provided to patients. This clinician may provide less or more than the items mentioned above if deemed appropriate for patient care in an emergency situation.

VI. Technology & Reporting

Health information will be collected and stored in a secure and professional manner. Concentra will use an electronic medical record system to document and manage health data and support electronic prescribing. Concentra will coordinate with the Metro Public Health Department for transferring per-hire and annual occupational physicals records between the clinic site and the Metro Public Health Department.

Appointment scheduling for per-hire and annual occupational physicals will be managed by the Metro Public Health Department and coordinated with Concentra staff performing the physicals.

Quarterly stewardship reports will be delivered within 30 days of the calendar quarter, unless pre-approved by Metro Nashville Government.

VII. Communications / Promotion

Concentra will provide pre-developed templates for communications at no additional cost beyond the fees described in Schedule II. If Metro Public Health Department requires Concentra to modify to these templates, Concentra may charge for these services at $95.00/hour plus production cost. Metro Public Health Department shall be invoiced for such services and production costs as a separate line item as a standard Service under this Agreement.

Metro Public Health Department will be responsible for printing and distribution of any program requirement materials associated with per-hire and annual occupational physicals.

Upon approval by the Metro Public Health Department, Concentra may implement satisfaction surveys. Results of such surveys shall be shared with the Metro Public Health Department.

VIII. Supplies & Equipment

Supply inventory will be managed by Concentra; Metro Public Health Department will be invoiced monthly for costs associated with per-hire and annual occupational physicals.

IX. Quality Assurance / Audits

Concentra will provide quality management, auditing, and physician oversight to this worksite practice. Results of these quality assurance programs and audits will be shared with the client biannually.

- All clinicians working at this location will be subject to Concentra policy regarding appropriate oversight levels and quality reviews. Quality reviews will be scheduled and performed in accordance to Concentra policy.
- Concentra's Operations team will ensure the facility and operations are audited per Company policy.

X. Holiday Schedule

New Year's Day	☐ Staffed	☒ Not Staffed
Martin Luther King Jr. Day	☐ Staffed	☒ Not Staffed
President's Day	☐ Staffed	☒ Not Staffed
Memorial Day	☐ Staffed	☒ Not Staffed
Juneteenth Day	☐ Staffed	☒ Not Staffed
Independence Day	☐ Staffed	☒ Not Staffed
Labor Day	☐ Staffed	☒ Not Staffed
Veteran's Day	☐ Staffed	☒ Not Staffed
Thanksgiving Day	☐ Staffed	☒ Not Staffed
Day After Thanksgiving	☐ Staffed	☒ Not Staffed
Christmas Day	☐ Staffed	☒ Not Staffed
Day After Christmas Day	☐ Staffed	☒ Not Staffed

EXHIBIT A - SCHEDULE AND PRICING INFORMATION

SCHEDULE IV: COMPENSATION FOR ONSITE SERVICES
METRO PUBLIC HEALTH DEPARTMENT

I. Staffing and Labor Compensation

The rates and full-time equivalents (FTEs) provided below are for each staff member position on a monthly basis. Services will be billed monthly:

- Salaries, wages, benefits, recruiting, credentialing, continuing education, and training
- Coverage for paid time off
- Insurance (medical malpractice, general liability, workers compensation)
- Professional licenses, fees, and organizational membership
- General and administrative fees
- Human resources, risk, quality improvement, regulatory compliance support

Estimated Labor Fees (Staffing)	Hourly	Monthly	Annual
Advanced Practice Clinician - 1.0 FTE	$118.73	$20,579.87	$246,958
Medical Assistant - 1.0 FTE	$33.74	$5,847.64	$70,172
Radiology Tech - 1.0 FTE	$74.48	$12,909.11	$154,909
TOTAL LABOR FEES		**$39,336.62**	**$472,039**
Estimated Ongoing Fixed Fees		**Monthly**	**Annual**
Software Fee		$300.00	$3,600
TOTAL ONGOING FIXED FEES		**$300.00**	**$3,600**
Estimated Pass-Through Costs		**Monthly**	**Annual**
Medical Supplies / Laboratory / Phone/Uniforms /Office Supplies/Admin/Travel/Other		As Incurred	As Incurred
TOTAL PASS-THROUGH COSTS		**As Incurred**	**As Incurred**
TOTAL ESTIMATED ANNUAL COSTS			**$475,639**

Mutually approved/accepted changes in salary will result in a corresponding percentage change to the total rates outlined above.

On the beginning of each twelve (12) month period after the Effective Date of this Amendment, all the Fees provided in the table above (excluding the pass-through items) shall automatically increase three percent (3%).

II. Estimated On-going Monthly Worksite Fees

- *Lab and Medical Supplies* – Includes costs for items purchased through Concentra's vendor relationships necessary to support the operation of the worksite medical programs, including but not limited to lab and medical supplies (medications, vaccinations, laboratory testing). Supplies are billed at a pass-through cost. Nothing in this agreement requires Client to purchase items through Concentra's vendor relationships.

- *Technology* – This fee includes the annual software licensing and IT database support for Concentra's EMR.

EXHIBIT A - SCHEDULE AND PRICING INFORMATION

- *Postage/Office Supplies/Telecom* – Supplies are billed at a pass-through cost. Client will have the opportunity to review and approve these items prior to purchase or order. Nothing in this Agreement requires Client to purchase items through Concentra's vendor relationships.

  Facility/Equipment/Hazardous Waste – Includes ongoing facility fees, clinic equipment (including calibrations), and biohazard disposal fees. Fees billed at pass through cost

- *Third Party Relationships* – In keeping with state and federal guidelines, Concentra will provide clinical interpretation of all x-rays through a board-certified radiologist. The costs for these interpretations will be billed at a pass-through cost

- *CLIA Waiver* – Required for the performance of selected on-site lab testing at the clinic. This fee is in accordance with federal requirements and assessed every two years and will be passed through to the Client.

Client will be responsible for maintaining the physical plan including, but not limited to, building maintenance, janitorial service, security, utilities, landscaping, snow removal, and property maintenance.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Graham Company
The Graham Building
1 Penn Square West
Philadelphia PA 19102-

CONTACT NAME: Concentra Unit
PHONE (A/C, No, Ext): 215-567-6300 FAX (A/C, No): 215-405-2694
E-MAIL ADDRESS: Concentra_Unit@grahamco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia Casualty Company	31127
INSURER B : Liberty Mutual Fire Ins. Co.	23035
INSURER C : Liberty Insurance Corporation	42404
INSURER D : Liberty Mutual Insurance Group	23043
INSURER E : American Guarantee & Liability Ins. Co.	26247
INSURER F : Allied World Assurance Company, AG	

INSURED CONCGRO-01
Concentra Health Services, Inc.
c/o Select Medical Corporation
4716 Old Gettysburg Rd.
Mechanicsburg PA 17055

COVERAGES **CERTIFICATE NUMBER:** 665092720 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	HAZ 4032244581-6	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Professional Lia						MED EXP (Any one person)	$
	X $1M Claim/$3M Ag						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	AS2-631-510199-322	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	HMC 4032235752	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 3,000,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WA7-63D-510199-352	4/1/2022	4/1/2023	X PER STATUTE OTH-ER	
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC5-631-510199-362	4/1/2022	4/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Property			ZMD0119116-06	1/1/2022	1/1/2023	SEE BELOW	
F	Excess Liability			C023701-007	1/1/2022	1/1/2023	$10M Each Occurrence	$10M Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis. Both Coverages are excess of a $3,000,000 Self-Insured Retention each Occurrence/Claim subject to a $18,000,000 Aggregate.

PROFESSIONAL LIABILITY COVERAGE includes Case Management Services including the rendering of case management or utilization review performed by insured for others.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-8; Effective 1/1/2022-1/1/2023 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon
See Attached...

CERTIFICATE HOLDER

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
Attn: TERRICA BURNS
2500 CHARLOTTE AVENUE
NASHVILLE TN 37209

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kenneth L Ewell

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AGENCY CUSTOMER ID: CONCGRO-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

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

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 4032244600-8; Effective 1/1/2022-1/1/2023 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-8; Effective 1/1/2022-1/1/2023 - $100,000 Each Medical Incident/$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244628-8; Effective 1/1/2022-1/1/2023 - $500,000 Each Medical Incident/$1,000,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-8; 1/1/2022-1/1/2023 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-8; 1/1/2022-1/1/2023 - $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-510199-312; Effective: 4/1/2022-4/1/2023

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Insurance Corp. - Policy #WA7-63D-510199-402; Effective: 4/1/2022-4/1/2023

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Mutual Insurance Corp. - Policy #WC5-631-510199-252 (WI); Effective: 4/1/2022-4/1/2023

ADDITIONAL WORKERS COMPENSATION POLICIES:

OHC of Arkansas – Liberty Insurance Corp. - Policy #WC7-631-510199-282; Effective: 4/1/2022-4/1/2023
OHC of Southwest (AZ/UT) – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-242; Effective: 4/1/2022-4/1/2023
OHC of Delaware – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-332; Effective: 4/1/2022-4/1/2023
OHC of Georgia/Hawaii – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-382; Effective: 4/1/2022-4/1/2023
OHC of Illinois – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-412; Effective: 4/1/2022-4/1/2023
OHC of Louisiana – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-292; Effective: 4/1/2022-4/1/2023
OHC of Michigan – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-272; Effective: 4/1/2022-4/1/2023
OHC of Nebraska – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-372; Effective: 4/1/2022-4/1/2023
OHC of New Jersey – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-262; Effective: 4/1/2022-4/1/2023
OHC of North Carolina – Liberty Insurance Corp. - Policy #WC7-631-510199-342; Effective: 4/1/2022-4/1/2023
OHC of Southwest (KS) – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-422; Effective: 4/1/2022-4/1/2023
Therapy Centers of Southwest I, PA (OR) - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-392; Effective: 4/1/2022-4/1/2023
Therapy Centers of South Carolina, PA - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-302; Effective: 4/1/2022-4/1/2023
OHC of Minnesota - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-452; Effective: 4/1/2022-4/1/2023
OHC of Alaska - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-442; Effective: 4/1/2022-4/1/2023

CYBER LIABILITY - AIG Specialty Insurance Company - Policy #01-581-98-19; Effective: 9/25/2022-9/25/2023 - Limit: $10,000,000

EXCESS CYBER LIABILITY - Endurance American Specialty Insurance Company - Policy #NVX30025438400; Effective: 9/25/2022-9/25/2023 - Limit: $10,000,000 Excess of $10,000,000

CRIME COVERAGE - National Union Fire Insurance Company of Pittsburgh, PA - Policy #02-406-10-33; Effective: 12/31/2021-12/31/2022 - 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: CHS/CMC HAS AN AGREEMENT UNDER # 442865 TO PROVIDE ONSITE MEDICAL SERVICES TO THE EMPLOYEES OF THE NAMED CLIENT.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES AN VOLUNTEERS are all included as additional insureds on the above General Liability, Auto Liability and Umbrella Liability Policies and coverage shall apply on a Primary and Non-Contributory basis if required by written contract.

Prior to loss, and if required by written contract, Waiver of Subrogation is provided on General Liability, Auto Liability, Umbrella Liability and Workers Compensation Policies for work performed under contract if permissible by state law.

Should any of the above described policies be cancelled before the expiration date thereof, The Graham Company will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon The Graham Company, its agents or representatives.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Alaska, Kentucky, New Hampshire and New Jersey

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Arkansas, Colorado, Delaware, Dist. Of Columbia, Georgia, Illinois, Indiana, Kansas, Maine, Michigan, Minnesota, Mississippi, Missouri, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Vermont and West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska and Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Hawaii, the premium charge is $250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of $250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium.

In the states of New York, Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of $250 per policy.

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In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of $250 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-63D-510199-352 Effective Date Premium $

Issued to Concentra Group Holding Parent, LLC

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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

Name Of Person(s) Or Organization(s):
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.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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.

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Policy Number: AS2-631-510199-322

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring. **Premium:** $ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Policy	Policy #	Deductible
General Liability	HAZ 4032244581-6	$1,000,000
Auto	AS2-631-510199-322	$1,000 for Each Auto - Comprehensive Collision
Umbrella	HMC 4032235752	$3,000,000 General/Professional Liability Self Insured Retention $5,000,000 Abuse or Molestation Self Insured Retention
WC - Concentra	WA7-63D-510199-352	$500,000 Deductible
WC - OHC CA	WA5-36D-510199-312	$250,000 Deductible
WC - OHC SWPA	WA7-63D-510199-402	$100,000 Deductible
Property	ZMD0119116-06	$50,000 Property Damage Per Occurrence Deductible EXCEPT: $150,000 Water or Liquid Damage QUAKE: $100,000 Property Damage and Time Element Combined - Per Occurrence EXCEPT: 5% Property Damage and 5% Time Element Combined At each premises, but not less than $250,000 Property Damage and Time Element combined at any and all premises within defined Earthquake Zone 1. 2% Property Damage and 2% Time Element Combined At each premises, but not less than$250,000 Property Damage and Time Element Combined at any and all premises within defined Earthquake Zone 2. FLOOD: $ 100,000 Property Damage and Time Element Combined at any and all premises (Per Occurrence) EXCEPT: $ 1,000,000 Property Damage and $1,000,000 Time Element at each Location within a Special Flood Hazard Area $ 250,000 Property Damage and Time Element Combined at each Location within a Moderate Flood Hazard Area
Excess Liability	C023701-007	$150,000 Self Insured Retention

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POLICY NUMBER: HAZ 4032244581-6

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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an add itional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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WAIVER OF RIGHTS OF RECOVERY
APPLICABLE TO GENERAL LIABILITY COVERAGE FORM

The changes set forth below are applicable only to the Commercial General Liability Coverage Form G-145566-A, G-145567-A).

The Healthcare Liability Policy Common Conditions (G-144102-A) are amended as set forth below:

Condition **XII.**, **Transfer of Rights of Recovery** is amended by the addition of the following:

- Solely within the scope of this endorsement as indicated above, we waive any right of recovery we may have against any person or organization that you have agreed with, in writing, prior to the date of loss, to waive your right to recover against because of payments we make under the Commercial General Liability Coverage Form for injury or damage arising out of your ongoing operations. This endorsement applies only to:

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: HAZ 4032244581-6
Endorsement No:
Effective Date: 1/1/2022

Insured Name: Concentra Group Holdings Parent, LLC

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM

CA #: A2023040

Date Received: Sept. 26, 2022

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Onsite Occupational Medical Center Services Contract Number: 442865 Amendment Number: 1

Requesting Department: Health Requesting Departmental Contact (Name & Number): Health - Jim Diamond 615-340-5629

Contractor's Business Name: Concentra Name of Contract Signatory: Michael Rhine

Contract Signatory Email Address: michael.rhine@concentra.com

Address: P.O. Box 9008 City: Broomfield ST: CO Zip: 80021

Revision Accomplishes: Check all that apply

____Term Extension	New End Date:_____	Include revised schedule if necessary
XContract Value Increase	Original Contract Amount 4,177,051 Previously Executed Amendment(s) Amount _____ Current Amendment Amount 475,639 Amendment % Increase 11.4 Proposed Revised Contract Amount $4,652,690	Include revised fee schedules, budget, and total contract value as appropriate
XScope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
_____Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
_____Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

BU Number: 38151191 Fund #: 10101 Any Other Accounting Info: _____

Procurement will route in DocuSign for Signature

Department Requester_____

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Requesting Department Director's Signature of Approval

9/26/22

Date

A2023040

Rec. Sept. 26, 2022

DocuSign Envelope ID: 8C761B64-4CE0-466D-814C-2D5EBF24F27F

CA #: A2023040

Date Received: Sept. 26, 2022

To be completed by the Procurement Division

☒ **Contract Amendment is Approved (Additional Comments:**_____**)**

☐ **Contract Amendment is Denied for** _____

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 10/17/2022 | 2:05 PM

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ORDINANCE NO. BL2019-1493

An ordinance approving a contract between The Metropolitan Government of Nashville and Davidson County and Concentra Health Services, Inc., for the provision of medical services to employees who have sustained occupational injuries.

WHEREAS, The Metropolitan Government of Nashville and Davidson County has established an injury-on-duty medical clinic for the treatment of employees who are injured by accident arising out of and in the course of employment; and,

WHEREAS, section 3.24.020(D) of the Metropolitan Code provides that the contract to provide medical services to employees at the injury-on-duty medical clinic shall be approved by the Metropolitan Council; and,

WHEREAS, the Purchasing Agent, after consultation with the Director of Human Resources, has awarded a contract to provide medical services at the injury-on-duty medical clinic to Concentra Health Services, Inc.; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this contract be approved.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the contract between The Metropolitan Government of Nashville and Davidson County and Concentra Health Services, Inc., to furnish medical services to employees at the injury-on-duty medical clinic established by the Metropolitan Government, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That any amendments to the contract shall be approved by resolution of the Metropolitan Council receiving at least twenty-one affirmative votes.

Section 3. That this ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Michelle Hernandez Lane
Purchasing Agent

INTRODUCED BY:

Sandra Vercher

Brett A. Withers

Member(s) of Council

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APPROVED AS TO AVAILABILITY
OF FUNDS:

Talia Lomax-O'dneal
Director of Finance

APPROVED AS TO FORM AND
LEGALITY:

Assistant Metropolitan Attorney

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Contract Abstract

Contract Information

Contract & Solicitation Title: Onsite Occupational Medical Center Services for Metro's Injury on Duty Clinic

Contract Summary: 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, along with scope of work more fully defined in the solicitation.

Contract Number: 442865 Solicitation Number: 1037671 Requisition Number: 133546

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): L-3264

Type of Contract/PO: Multi-Year Contract **Requires Council Legislation: Yes**

Estimated Start Date: 1/18/2019 Estimated Expiration Date: 1/17/2024 Contract Term: 60 months

Estimated Contract Life Value: $4,177,051.00 Fund: 10101 BU: 08126500

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Genario Pittman BAO Staff: Jerval Watson

Department(s) Served: **Human Resources**

Prime Contractor Information

Prime Contracting Firm: Concentra Health Services, Inc.

Address: Post Office Box 9008

City: Broomfield State: CO Zip: 80021

Prime Contractor is (Check Applicable): SBE ☐ SDV ☐ MBE ☐ WBE ☐

Prime Company Contact: Katelyn Hiller Email Address: katelyn_hiller@concentra.com

Phone #: (202) 306-6449 E1#: 365983

Prime Contractor Signatory: John DeLorimier **Email Address:** john_delorimier@concentra.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled

Veteran Business Program: SBE/SDV Participation Amount: $12,500

Percent, if applicable: .30

Procurement Nondiscrimination Program: Program Not Applicable Amount: 0

Percent: 0

Federal Disadvantaged Business Enterprise: No Amount: 0

* Amounts and/or percentages are not exclusive. Percent: 0

Summary of Offers

Summary of Offers	Score (RFQ Only)	Evaluated Cost	Result
Concentra Health Services, Inc.	93.16	$4,177,051.00	Awarded
Onsite Innovations	69.00	$3,604,655.12	Evaluated but not selected
			No Other Offers

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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 **Post Office Box 9008, Broomfield, CO 80021**. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
    - ***Exhibit A (Schedule and Pricing Information)***
    - ***Exhibit B (ISA Terms and Conditions)***
- ***The solicitation documentation for RFQ# 1037671 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, along with scope of work more fully defined in the solicitation.

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

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The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of $4,177,051.00. 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. Electronic Payment

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

4.5. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or 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.

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4.6. 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 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.

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

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission

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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. 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.

6.4. 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 Liability Insurance

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

7.3. General Liability Insurance

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

7.4. Automobile Liability Insurance

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In the amount of one million ($1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

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 (Not required for companies with fewer than five (5) employees).

7.6. Such 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 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.

7.7. 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:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

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 CONDITIONS

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. Software License

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.

8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain

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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 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.

8.5. 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.

8.6. 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 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 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

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efforts to mitigate the damage or harm of such breach.

8.7. 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

8.8. 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

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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.

8.9. 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.

8.10. 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 and with reasonable advance notice, to evaluate, test, 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.

8.11. 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

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METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

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 .

8.12. 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.

8.13. 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.

8.14. 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.

8.15. 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.

8.16. Compliance with Laws

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

8.17. 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.

8.18. 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

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

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.

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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:

METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300

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.

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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.

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Contract Number 442865

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
Attention:	John deLorimier
Address:	5080 Spectrum Drive, Addison, TX 75001
Telephone:	97-834-2934
Fax:	972-725-6989
E-mail:	john_delorimier@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: John deLorimier

Attention: John deLorimier

Address: 5080 Spectrum Drive Addison TX 75001

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DocuSign Envelope ID: DC0AA611-E3FA-43AD-986A-621FAAC5BDAB

Contract Number 442865

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, 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 — Dept. / Agency / Comm. Head or Board Chair.

Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane — Purchasing Agent

GP — Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax O'Neal — Director of Finance

AN — OMB

tG — BA

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

BL — Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk

BL2019-1493

3/6/19 — Date

CONTRACTOR

Concentra — Company Name

John DeLorimier — Signature of Company's Contracting Officer

John DeLorimier — Officer's Name

EVP — Officer's Title

DocuSign Envelope ID: 8C761B64-4CE0-466D-814C-2D5EBF24F27F

EXHIBIT A

SCHEDULE I – SCOPE OF SERVICES

I. Staffing and Location(s)

Concentra agrees to provide the following staffing members, duly licensed and qualified to practice medicine in the State of Tennessee:

Position	Full Time Equivalent	Hours Per Week
Physician	1.0	40
Licensed Practical Nurse Manager	1.0	40
Medical Assistant I	1.0	40
Radiological Technician I	1.0	40

Concentra will provide Metro Nashville the opportunity to meet candidates prior to permanently replacing any current staff.

These medical professionals will be staffed at the following locations:

Location Name	Address	Site contact
Metro Nashville IOD Clinic	337 21st Avenue Nashville, TN 37212	Steve Cain

II. Eligible Users of the Center

Current employees of Metro Nashville are eligible to use the worksite health center.

Persons presenting for care that are not employed by Metro Nashville Government will not be eligible to use the worksite clinic.

III. Costs to Patients for Services Rendered at the Center

Current employees are eligible to access the Metro Nashville IOD Clinic for a $0.00 co-pay.

IV. Operating Hours and Utilization

Concentra agrees to staff and operate the clinic 40 hours per week with the initial hours of operation to be between 7:00 AM to 4:00 PM Central Time Monday thru Friday (exact schedule to be mutually defined). Lunch breaks will be coordinated by IOD Clinic management to ensure the clinic remains open to patients between the hours of 7:00 a.m. to 4:00 p.m.

Concentra will follow the following schedule for each staff member:

Position	Hours Per Week	Schedule
Physician	40	7am-4pm
Licensed Practical Nurse Manager	40	7am-4pm
Medical Assistant I	40	7am-4pm
Radiological Technician I	40	7am-4pm

Clinic utilization shall be monitored monthly by both Concentra and Metro Nashville Government to determine the necessary staffing and operating hours. Hours of operations may be modified periodically based on patient needs with mutual approval by Concentra and Metro Nashville Government

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This staffing model will support clinical services for an average daily census of 15-20 patient encounters per 8-hour clinic day. If exceeded additional clinical or medical support staff will be recommended to support patient demand, medical acuity or complexity.

V. Scope of Clinical Services

Concentra will provide the following Metro Nashville IOD Clinic.

- Treatment of occupational injuries and illnesses
- Care coordination for occupational injuries and illnesses
- Wellness programming in support of clinic promotion and employee awareness efforts

Please note that expanded services will require a review of operational / clinical capacity and will require an amendment to the base staffing model/contract. Concentra will fully staff all positions during clinic office hours.

Concentra's on-site clinician will have the final determination on the appropriateness of any care provided to patients. This clinician may provide less or more than the items mentioned above if deemed appropriate for patient care in an emergency situation.

VI. Technology & Reporting

Health information will be collected and stored in a secure and professional manner. Concentra will use an electronic medical record system to document and manage health data and support electronic prescribing.

Appointment scheduling will be managed by the worksite medical support staff from the main clinic phone number. Online scheduling may also be utilized for self-scheduled appointments pending determination of systems availability to program participants and adherence to Metro Nashville policy.

Quarterly stewardship reports will be delivered within 30 days of the calendar quarter, unless pre-approved by Metro Nashville Government.

VII. Communications / Promotion

Promotion/Marketing of services to enhance employee engagement will be coordinated with Metro Nashville Government's Human Resource representatives and other vendor partners as appropriate.

Concentra will provide pre-developed templates for marketing / communications at no additional cost beyond the fees described in Schedule II. If Metro Nashville Government requires Concentra to modify to these templates, Concentra may charge for these services at $95.00/hour plus production cost. Metro shall be invoiced for such services and production costs as a separate line item as a standard Service under this Agreement.

Metro Nashville Government will be responsible for printing and distribution of any marketing materials.

Upon approval by the Metro Nashville Government, Concentra may implement satisfaction surveys. Results of such surveys shall be shared with the Metro Nashville Government.

VIII. Supplies & Equipment

Supply inventory will be managed by Concentra; Metro Nashville Government will be invoiced monthly for costs.

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IX. Quality Assurance / Audits

Concentra will provide quality management, auditing, and physician oversight to this worksite practice. Results of these quality assurance programs and audits will be shared with the client biannually.

- All clinicians working at this location will be subject to Concentra policy regarding appropriate oversight levels and quality reviews. Quality reviews will be scheduled and performed in accordance to Concentra policy.
- Concentra's Operations team will ensure the facility and operations are audited per Company policy.

X. Holiday Schedule

New Year's Day	☐ Staffed	☒ Not Staffed
Birthday of Martin Luther King Jr.	☐ Staffed	☒ Not Staffed
President's Day	☐ Staffed	☒ Not Staffed
Memorial Day	☐ Staffed	☒ Not Staffed
Independence Day	☐ Staffed	☒ Not Staffed
Labor Day	☐ Staffed	☒ Not Staffed
Veteran's Day	☐ Staffed	☒ Not Staffed
Thanksgiving Day	☐ Staffed	☒ Not Staffed
Day After Thanksgiving	☐ Staffed	☒ Not Staffed
Christmas Eve (December 24)	☐ Staffed	☒ Not Staffed
Christmas Day (December 25)	☐ Staffed	☒ Not Staffed

IN WITNESS WHEREOF, the parties have agreed to Schedule I as of the Effective Date

Concentra Health Services, Inc.	**Metropolitan Government of Nashville and Davidson County:**
Signature:	**Signature:**
Title:	**Title:**
Date:	**Date:**

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EXHIBIT A

SCHEDULE II: COMPENSATION FOR ONSITE SERVICES

I. Staffing and Labor Compensation

The rates and full-time equivalents (FTEs) provided below are for each staff member position on a monthly basis. Services will be billed monthly:

- Salaries, wages, benefits, recruiting, credentialing, continuing education, and training
- Coverage for paid time off
- Insurance (medical malpractice, general liability, workers compensation)
- Professional licenses, fees, and organizational membership
- General and administrative fees
- Human resources, risk, quality improvement, regulatory compliance support

	Year 1	Year 2	Year 3	Year 4	Year 5
Start-up Cost/ Fees	$0.00				
Staffing:					
Occupational Physician	$390,837.00	$402,562.00	$414,639.00	$427,078.00	$439,890.00
Licensed Practical Nurse	$147,809.00	$152,243.00	$156,810.00	$161,514.00	$166,359.00
Medical Assistant	$64,217.00	$66,144.00	$68,128.00	$70,172.00	$72,277.00
Radiological Technician	$141,764.00	$146,017.00	$150,398.00	$154,910.00	$159,557.00
Medical Director Oversight	$0.00	$0.00	$0.00	$0.00	$0.00
Medical Waste Fee	$500.00	$515.00	$530.00	$546.00	$562.00
Information Technology Support:					
Equipment (computers, servers, printers, etc.)	$2,000.00	$2,060.00	$2,122.00	$2,186.00	$2,252.00
Software required for EMR, etc.	$28,000.00	$28,840.00	$29,705.00	$30,596.00	$31,514.00
Phone, Cable TV, and Internet Service	$11,640.00	$11,989.00	$12,349.00	$12,719.00	$13,101.00
FEES for years 1-5	**$786,767.00**	**$810,370.00**	**$834,681.00**	**$859,721.00**	**$885,512.00**
Estimated Total Bid Amount (For evaluation purposes only)	**$4,177,051.00**				

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

Mutually approved/accepted changes in salary will result in a corresponding percentage change to the total rates outlined above.

II. Estimated On-going Monthly Worksite Fees

- *Lab and Medical Supplies* – Includes costs for items purchased through Concentra's vendor relationships necessary to support the operation of the worksite medical programs, including but not limited to lab and medical supplies (medications, vaccinations, laboratory testing). Supplies are billed at a pass-through cost plus a nominal 5% administrative fee. Nothing in this agreement requires Client to purchase items through Concentra's vendor relationships.

- *Technology* – This fee includes the annual software licensing and IT database support for Concentra's EMR.

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- *Postage/Office Supplies/Telecom* – Supplies are billed at a pass-through cost plus a nominal 5% administration fee. Client will have the opportunity to review and approve these items prior to purchase or order. Nothing in this Agreement requires Client to purchase items through Concentra's vendor relationships.

- *Facility/Equipment*– Includes ongoing facility fees and clinic equipment (including calibrations) fees. Fees billed at pass through cost plus a nominal 5% administration fee.

- *Third Party Relationships* – In keeping with state and federal guidelines, Concentra will provide clinical interpretation of all x-rays through a board-certified radiologist. The costs for these interpretations will be billed at a pass-through cost plus a nominal 5% administration fee.

- *CLIA Waiver* – Required for the performance of selected on-site lab testing at the clinic. This fee is in accordance with federal requirements and assessed every two years and will be passed though to the Client.

Client will be responsible for maintaining the physical plan including, but not limited to, building maintenance, janitorial service, security, utilities, landscaping, snow removal, and property maintenance.

IN WITNESS WHEREOF, the parties have agreed to Schedule II as of the Effective Date.

Concentra Health Services, Inc.	**Metropolitan Government of Nashville and Davidson County:**
Signature:	Signature:
Title:	Title:
Date:	Date:

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EXHIBIT B

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, and (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government

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Information than those in this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

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.

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EXHIBIT B

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 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.

SECTION AST

Agent Security and Training

1 **Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.

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 24 hours after for cause 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 plus 3 years after end of 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 access 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 Metro Government Information

4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;

4.1.1.2 Procedures for encrypting Metro Government 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.

EXHIBIT B

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 Metro Government 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 by Metro Government to do so.

4.2.4 Instructions not to publish, disclose, or send Metro Government 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 Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.

4.2.6 Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government 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.

SECTION AV

Protection Against Malicious Software

1 **Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.

2 **Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

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 commensurate with the criticality and availability requirement of the Metro Government Information being backed up. With this specific contract, the "critical" records are the injured Metro Nashville employee's medical records maintained in Concentra's electronic medical records (EMR) system. Metro requires that Concentra makes its reasonable best efforts to have the EMR System restored within 24hrs. as not to disrupt the care provided to the injured employee. Metro recognizes that Concentra maintains paper, patient documentation at the IOD Clinic. In the event of EMR loss, paper documentation shall be added to the EMR system within 24 hours after restoration.

1.2 Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.

1.3 Contractor shall periodically, no less often than annually, test backup tapes or media by restoring Metro Government Information to a system similar to the original system where the Metro Government Information are stored.

1.4 Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.

1.5 Contractor shall backup business critical information at a frequency determined by Metro Government business owner.

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 commiserate 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

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 or 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 Contractor is required by applicable law to retain Metro Government Information for an established period of time (e.g., HIPAA).

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. The Guidelines are currently available at http://csrc.nist.gov/publications/PubsSPs.html

2.3 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.

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SECTION ENC

Encryption and Transmission of Information

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.

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SECTION IR

Incident Response

Incident Reporting. Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has 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 (with or without actual harm to system or information) within 72 hours of becoming aware of the incident. At a minimum and to the best of Contractor's knowledge at that time, 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 applicable 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 a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 72 hours from Contractor's reasonable awareness of such security breach or incident.

1.2 Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.

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

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Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

SECTION LOG

Audit Logs

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 **Audit Log Availability.**

3.1 Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible.

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SECTION NET

Network Security

Network Equipment Installation.

1.1 Contractor shall not install new networking equipment on Metro Government Network without prior written permission by the Metro Government ITS department.

1.3 Contractor shall not implement a wireless network on any Metro Government site without the prior written approval of the Metro Government ITS contact, even if the wireless network does not connect to the Metro Government Network. Metro Government may limit or dictate standards for all wireless networking used within Metro Government facility or site.

2 **Network Bridging.** Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.

3 **Change Management.** Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network. The record should include date and time of change or installation (start and end), who made the change, nature of change and any impact that the change had or may have to the Metro Government Network, Metro Government system or Metro Government Information.

4 **System / Information Access.**

4.1 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.

4.2 Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.

4.3 Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.

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; security guards; 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 and shall provide Metro Government a sanitized copy of such records upon its reasonable request.

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 drivepunching (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).

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 though Security Patches. 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 agrees to install patches only during Metro Government approved scheduled maintenance hours, or another time period agreed by Metro Government.

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.

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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 and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

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.

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 reasonable request, all applicable user accounts and their respective access rights within the system used to provide services to Metro Government 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

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maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.

SECTION BAA

HIPAA Business Associate Agreement

This Agreement is entered into this _____ day of _____, 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 _____ (**"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 [***Insert Name of Business Associate***].

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.

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(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.

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 for the purpose for which it was disclosed to the recipient, and notify Business Associate immediately of any instances of which it is aware in which the confidentiality of the PHI has been breached.

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 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.

(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 and any associated mitigation costs incurred by Metro, such as credit monitoring, if Metro determines 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.

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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 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 nonpermitted 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 as of [*Insert date*] 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.

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 the time specified by Metro. 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 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.

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SECTION PCI

Payment Card Industry (PCI) Security Standards

1. **Payment application vendor.** Contractor that sells and supports applications that store, process, and/or transmit cardholder data shall have application assessed and validated for compliance with the Payment Application Data Security Standard (PADSS). Proof of validation shall be provided.

2. **Payment terminal vendor.** Contractor that sells and supports devices used to accept card payments (e.g., payment terminal) shall have the PIN Transaction Security (PTS) devices validated to conform to the PCI PTS standard.

3. **Payment processors, e-commerce hosting providers/processors.** Contractor that stores, processes, or transmits cardholder data on behalf of Metro or that hosts and manages any e-commerce server/website and/or develop and support Metro websites shall provide a PCI Data Security Standard (PCI DSS) Attestation of Compliance for the contracted service.

4. **Providers of software as a service.** Contractor that develops, hosts and/or manages any Metro cloud-based web application or payment application (e.g., online ticketing or booking application) shall provide a PCI Data Security Standard (PCI DSS) Attestation of Compliance for the contracted service.

5. **Integrators/resellers.** Contractor that installs PA-DSS validated payment applications for Metro must be a PCI Qualified Integrator or Reseller (QIR).

6. All applicable compliance shall be maintained for the duration of the contract. Proof of validation shall be current, valid for the service under contract and available upon request.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Graham Company
The Graham Building
1 Penn Square West
Philadelphia PA 19102-

CONTACT NAME: SelectMed Unit
PHONE (A/C, No, Ext): 215-567-6300 FAX (A/C, No): 215-525-0243
E-MAIL ADDRESS: SELECTMED_UNIT@grahamco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia Casualty Company	31127
INSURER B : American Guarantee & Liability	26247
INSURER C : Liberty Mutual Fire Ins. Co.	23035
INSURER D : Allied World Assurance Company, Ltd. (DOMICILED	
INSURER E : Liberty Insurance Corporation	42404
INSURER F : Liberty Mutual Insurance Group	23043

INSURED CONCGRO-01
Concentra Health Services, Inc.
c/o Select Medical Corporation
4716 Old Gettysburg Rd.
Mechanicsburg PA 17055

COVERAGES

CERTIFICATE NUMBER: 1502696961 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		HAZ 4032244581-3	6/1/2018	6/1/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Professional Lia						MED EXP (Any one person)	$ 10,000
	X $1M Claim/$3M Ag						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	Y		AS2-631-510199-038	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			HMC 4032235752-3	6/1/2018	6/1/2019	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 2,000,000							$
E F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WA7-63D-510199-018 WC7-631-510199-028	6/1/2018 6/1/2018	6/1/2019 6/1/2019	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B D	Property Excess Liability			ZMD0119116-03 C023701-004	6/1/2018 6/1/2018	6/1/2019 6/1/2019	SEE BELOW $10M Each Occurrence	$10M Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis. Both Coverages are excess of a $2,000,000 Self-Insured Retention each Occurrence/Claim subject to a $10,000,000 Aggregate.

PROFESSIONAL LIABILITY COVERAGE includes Case Management Services including the rendering of case management or utilization review performed by insured for others.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-3; Effective 6/1/2018-2019 - $400,000 Each Medical Incident/$1,200,000 Aggregate Per Insured or Surgeon
See Attached...

CERTIFICATE HOLDER

Purchasing Agent, Metropolitan Government of Nashville and Davidson County
Metro Courthouse
Nashville TN 37201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kenneth L Ewell

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AGENCY CUSTOMER ID: CONCGRO-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

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

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 4032244600-3; Effective 6/1/2018-2019 - $200,000 Each Medical Incident/$600,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-3; Effective 6/1/2018-2019 - $100,000 Each Medical Incident/$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244628-3; Effective 6/1/2018-2019 - $200,000 Each Medical Incident/$600,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-3; 6/1/2018-2019 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-3; 6/1/2018-2019 - $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 - Policy #WA7-63D-510199-048; Effective: 6/1/2018-2019

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Policy #WA7-63D-510199-058 and WC7-631-510199-068; Effective: 6/1/2018-2019

ADDITIONAL WORKERS COMPENSATION POLICIES:

OHC of Arkansas – Policy #WC7-631-510199-078; Effective: 6/1/2018-2019
OHC of Southwest (AZ/UT) – Policy #WC2-631-510199-118; Effective: 6/1/2018-2019
OHC of Delaware – Policy #WC2-631-510199-108; Effective: 6/1/2018-2019
OHC of Georgia/Hawaii – Policy #WC2-631-510199-178; Effective: 6/1/2018-2019
OHC of Illinois – Policy #WC2-631-510199-198; Effective: 6/1/2018-2019
OHC of Louisiana – Policy #WC2-631-510199-098; Effective: 6/1/2018-2019
OHC of Michigan – Policy #WC2-631-510199-188; Effective: 6/1/2018-2019
OHC of Nebraska – Policy #WC2-631-510199-148; Effective: 6/1/2018-2019
OHC of New Jersey – Policy #WC2-631-510199-138; Effective: 6/1/2018-2019
OHC of North Carolina – Policy #WC7-631-510199-088; Effective: 6/1/2018-2019
OHC of Southwest (KS) – Policy #WC2-631-510199-128; Effective: 6/1/2018-2019
Therapy Centers of Southwest I, PA (OR) - Policy #WC2-631-510199-168; Effective: 6/1/2018-2019
Therapy Centers of South Carolina, PA - Policy #WC2-631-510199-158; Effective: 6/1/2018-2019

CYBER LIABILITY - National Union Fire Insurance Company of Pittsburgh, PA - Policy #01-950-31-88; Effective 9/25/2018-2019 - Limit: $10,000,000 Security and Privacy

EXCESS CYBER LIABILITY - Endurance American Insurance Company - Policy #PRX10009889402; Effective: 9/25/2018-2019 - Limit: $10,000,000 Each Occurrence/Aggregate

Coverage is provided for all medical professionals 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# 1037671

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.

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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):
Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers

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 c ontract 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 b ehalf 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.

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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

Name Of Person(s) Or Organization(s):
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.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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.

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Metropolitan Government of Nashville and Davidson County

Subcontractor Report (List all subcontractors)

Note: MBE = Minority-owned business, WBE = Woman-owned business, SBE = Small business, SDV = Service Disabled Veteran-owned business, DBE = Disadvantaged businesses for Federally Funded Projects.

Your Firm's Name: Concentra Health Services, Inc.
Solicitation Title: Onsite Occupational Medical Center Services for Metro's Injury on Duty Clinic
Solicitation Number: 1037671;2
Date: 13-Jul-18

Subcontractor (Firm Name)	Address	City	St	Zip	Contact Name	Email	Phone #	MBE	WBE	SBE	SDV	DBE	Work to be Performed	Estimated Dollar Value	Estimated % of Total Contract
Quest Diagnostic, Inc.	500 Plaza Drive	Secaucus	NJ	07094	Amy Hurter	amy.x.hurter@questdiagnostics.com	610.454.6078	No	No	No	No	No	Laboratory	$3,800	0.40%
International Office Products Inc- OfficeZilla Nashville	PO Box 2872	Brentwood	TN	37024	Sherrie Jenkins	internationaloffice@aol.com	615-578-7988	No	Yes	Yes	No	No	Office Supples	$2,000	0.3000%
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DAVID BRILEY, MAYOR

DEPARTMENT OF FINANCE

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

September 11, 2018

Katelyn Hiller
Concentra
5080 Spectrum Drive STE 1200W
Dallas, TX 750001
Re: **RFQ # *1037671, Onsite Occupational Medical Center Services for Metro's Injury on Duty Clinic***

Dear Ms. Katelyn Hiller:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 1037671 for ***Onsite Occupational Medical Center Services for Metro's Injury on Duty Clinic***. This letter hereby notifies you of Metro's intent to award to Concentra, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Procurement Nondiscrimination Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact Jerval Watson, BAO Representative, at (615) 862-5461 or at jerval.watson@nashville.gov.

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Genario Pittman by email at genario.pittman@nashville.gov Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File, Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. 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.

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RFQ# 1037671-Onsite Occupational Medical Center Services for Metro's Injury on Duty Clinic		
Evaluation Criteria (Max Points)	Concentra	Onsite Innovations
Staffing and Technical Expertise (15 Points)	15	9
Company Experience and Capacity (20 Points)	18	12
Business Plan (30 Points)	29	20
Cost Criteria (35 Points)	31.16	28
Total (100 Points)	93.16	69.00

Strengths & Weaknesses

Concentra (93.16 Points)

Strengths: Firm provided a detailed daily staffing process to ensure sufficient staff availability during operating hours. Detailed resumes of the physician and staff for Metro's Injury on Duty (IOD) clinic. Detailed demonstration of proposed Physician's experience/ expertise in occupational medicine. Firm provide a detailed profile and history of the firm. Detailed description of firm's commitment to the services requested in the solicitation. Provided three onsite references of similar size, scope, and business environment. Firm provided a detailed quality assessment process for Metro's IOD clinic. Detailed explanation of the role of the Medical Director with the onsite staff assigned to Metro's clinic. Detailed implementation timeline.

Weaknesses: Firm's turnover rate for 2017 was higher than the average for healthcare. Failed to provide a list of all city, county, and/or state governments the firm has provided occupational healthcare.

Onsite Innovations (69.00 Points)

Strengths: Detailed description of the firm's process that will allow Metro to approve all clinic personnel prior to staffing them at Metro's IOD clinic. Firm had a low turnover rate for 2017 for Physicians, Nurse Practitioners, Medical Assistants, Medical Technicians, and Non-clinical staff.

Weaknesses: Firm's process for meeting the requirements to staff Metro's IOD clinic during operating hours lacked specific details. Failed to provide a proposed Physician that has demonstrated experience/expertise in occupational medicine. Failed to provide the duties of the manager's role at Metro's IOD clinic. Firm's total number of employees that will support the onsite occupational clinic lacked specific details. Failed to provide the average length of time taken to fill specific staffing positions in 2017. Firm's contingency plan and process for maintaining a staffing pool for Metro's IOD clinic lacked specific details. Firm's demonstration of being qualified to provide the occupational onsite clinic services for the scope of work lacked specific details. Firm's explanation of all of the services that will be subcontracted lacked specific details. Failed to provide at least three (3) references of similar size, scope, and business environment. Firm proposed the Medical Director as the Physician performing the quality assessment for the clinic. Firm proposed the Physician onsite 80%, instead of 100%. Firm's description for successfully returning injured employees to work and reducing the number of days from work lacked specific details. Firm's description of maximizing the employee experience and engagement at the clinic lacked specific details. Failed to provide a disaster recovery business interruption plan. Failed to provide policies and/or procedures for interactions with Metro employees and their departments. Failed to provide a description of how Metro will be able to verify clinic utilization for employees, average time to schedule appointments, average time to complete appointments, and average wait time at clinic.

Enter Solicitation Title & Number Below

RFQ # 1037671 -Onsite Occupational Medical Center Services for Metro's Injury on Duty Clinic

Offeror's Name	Bids	SBE	Cost Evaluation (28 Pt Max)	SBE/SDV Evaluation (7 Pt Max)	Total Cost Points (35 Pt)
Concentra	$ 4,177,051.00	$2,000	24.16	7.00	**31.16**
Onsite Innovations	$ 3,604,655.12	$0	28.00	0.00	**28.00**

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BAO SBE Assessment Sheet

BAO Specialist: Jerval Watson

Contract Specialist: Genario Pittman

Department Name: Health

RFP/ITB Number: 1037671

Project Name: Onsite Occupational Medical Center Services for Metro's Injury on Duty

Primary Contractor*	Prime Bid Amount	Total Offered SBE ($)	SBEs approved?	Total Approved SBE ($)	SBE (%)	Comments
Concentra	$4,177,051.00	$12,500.00	YES	$ 12,500.00	0.30%	The subcontractor International Office Products, Inc. is an metro approved SBE
Onsite Innovations	$3,604,655.12	$0.00	No	$ -	0.00%	No SBE participation proposed

*For ITBs, only apparent low bidder will be listed.

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ORIGINAL

METROPOLITAN COUNTY COUNCIL

Bill No. BL2019-1493

2019 JAN 29 AM 9:19
FILED METROPOLITAN CLERK

An ordinance approving a contract between The Metropolitan Government of Nashville and Davidson County and Concentra Health Services, Inc., for the provision of medical services to employees who have sustained occupational injuries.

Introduced FEB - 5 2019

Passed First Reading FEB - 5 2019

Amended _____

Passed Second Reading FEB 19 2019

Passed Third Reading MAR - 5 2019

Approved MAR - 6 2019

By _____
Metropolitan Mayor

Advertised _____

Effective Date _____

Metro Council Office
JAN 18 2019
Time: 8:00a By: [illegible]

DocuSign

Certificate Of Completion

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Status: Sent

Subject: URGENT! Metro Contract 442865 Amdt 1 with Concentra Health Services, Inc. (Health & Human Resources)

Source Envelope:

Document Pages: 83

Signatures: 13

Initials: 5

Certificate Pages: 18

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Procurement Resource Group
730 2nd Ave. South 1st Floor
Nashville, TN 37219
prg@nashville.gov
IP Address: 170.190.198.190

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Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

Signer Events	Signature	Timestamp
Michelle A Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	MAL Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 12/12/2022 2:05:19 PM Viewed: 12/12/2022 3:30:58 PM Signed: 12/12/2022 3:32:46 PM
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Jau'Nae Wilkins jaunae.wilkins@nashville.gov Security Level: Email, Account Authentication (None)	JW Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.107	Sent: 12/12/2022 3:32:56 PM Viewed: 12/13/2022 9:18:50 AM Signed: 12/13/2022 9:19:04 AM
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Jim Diamond Jim.Diamond@nashville.gov Assistant Finance Director Security Level: Email, Account Authentication (None)	JD Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.77	Sent: 12/12/2022 3:32:57 PM Viewed: 12/12/2022 3:35:01 PM Signed: 12/12/2022 3:35:11 PM
Electronic Record and Signature Disclosure: Accepted: 11/16/2020 1:08:08 PM ID: b8f15a92-f7c4-4708-9a06-0905c69108ec		
Kenneth Hartlage kenneth.hartlage@nashville.gov Security Level: Email, Account Authentication (None)	Kenneth Hartlage Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 12/13/2022 9:19:13 AM Viewed: 12/13/2022 9:58:22 AM Signed: 12/13/2022 9:59:13 AM
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Accepted: 12/13/2022 9:58:22 AM ID: 5348f65a-73c9-4f5a-9dc7-a5f25d24f8b9		
Mike Rhine Michael.Rhine@concentra.com SVP Chief Operating Office, Onsites Concentra Health Services, Inc. Security Level: Email, Account Authentication (None)	Mike Rhine Signature Adoption: Pre-selected Style Using IP Address: 67.158.51.254	Sent: 12/13/2022 9:59:20 AM Viewed: 12/13/2022 10:11:42 AM Signed: 12/13/2022 10:12:32 AM
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Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	Michelle A. Hernandez Lane Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 12/13/2022 10:12:40 AM Viewed: 12/13/2022 1:02:14 PM Signed: 12/13/2022 1:02:29 PM
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Shannon Hall shannon.hall@nashville.gov HR Director Security Level: Email, Account Authentication (None)	Shannon Hall Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.107	Sent: 12/13/2022 1:02:40 PM Viewed: 12/13/2022 1:48:28 PM Signed: 12/13/2022 1:48:40 PM
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Gill C Wright III, MD Gill.Wright@nashville.gov Security Level: Email, Account Authentication (None)	Gill C Wright III, MD Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.77	Sent: 12/13/2022 1:02:41 PM Viewed: 12/13/2022 3:07:33 PM Signed: 12/13/2022 3:07:56 PM
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Kelly FlanneryTJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	Kelly FlanneryTJE Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/13/2022 3:08:08 PM Viewed: 12/13/2022 4:03:41 PM Signed: 12/13/2022 4:04:06 PM
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Signer Events	Signature	Timestamp
Kelly Flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None)	Kelly Flannery Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/13/2022 4:04:15 PM Viewed: 12/13/2022 4:05:15 PM Signed: 12/13/2022 4:05:42 PM
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Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	BC Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/13/2022 4:05:53 PM Viewed: 12/13/2022 4:09:33 PM Signed: 12/13/2022 4:10:24 PM
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Nicki Eke nicki.eke@nashville.gov Security Level: Email, Account Authentication (None)	Nicki Eke Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/13/2022 4:10:33 PM Viewed: 12/13/2022 5:24:44 PM Signed: 12/13/2022 5:29:03 PM
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Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 12/13/2022 5:29:28 PM

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
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/12/2022 3:32:56 PM

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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/14/2022 8:16:15 AM ID: afb0a4cb-a1bf-4066-aa8f-34424e80c218	COPIED	Sent: 12/13/2022 5:29:13 PM Viewed: 12/14/2022 8:24:18 AM
Nicki Eke nicki.eke@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/13/2022 5:24:44 PM ID: 2f405856-0128-4501-a87e-98c5050865bd	COPIED	Sent: 12/13/2022 5:29:21 PM Viewed: 12/13/2022 5:30:34 PM
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/9/2022 2:35:10 PM ID: ba160190-1a9f-4510-acce-4ad766951313		
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/29/2022 1:29:07 PM ID: 58757903-3a75-4812-b9bf-371cb856ba6e		
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		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/29/2022 12:37:49 PM ID: 7bf29437-ce50-4cdd-8336-8c55e183f973		
Katelyn Hiller katelyn_hiller@concentra.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Brandy Mitchell brandy_mitchell@concentra.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Jeffrey D Kirkpatrick jdkirkpatrick@concentra.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Mark Faenza mark.faenza@concentra.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Stephen Cain stephen.cain@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/10/2022 3:56:47 PM ID: dbf334df-f6a6-43b5-9c5a-d9523b462cc2		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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