



**Exceptions to Capitol Region Council of
Governments Request for Qualifications (RFQ) for
Firefighter, Public Works Department and Pre-
Employment Physicals**

#1 Page 4

Concentra requests the additional of the following to clarify the hours of service.

LOCATION AND HOURS OF MEDICAL SERVICE /TESTING: Services for the volunteer firefighter departments will be performed annually at the provider's facility or at location of MEMBERS workplace (to be determined once upon contract negotiation). The Contractor shall be available during normal business hours Monday thru Friday 8am– 4pm for all medical services, **and best efforts** to provide one evening per week for public safety and volunteer fire department personnel **(details to be determined once upon contract negotiation)**. Any optional/necessary testing that must be performed off- site shall be facilitated by the medical provider and shall be conducted at a medical facility that is within twenty-five (25) mile radius from the participating member headquarters.

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Concentra requests the addition of the following to enable to Contactor the same right to terminate the Agreement for cause in the event of a default that is not cured.

H. Termination

Participating Members may terminate any contract(s) or any part of any contracts resulting from this process at any time for: cause, default, or negligence on the part of the vendor; or if the vendor fails, in the opinion of the Agency, to meet the general terms and conditions of any resulting contract or to provide a level of service that is deemed to be in the best interest of the Agency. **Additionally, Respondent shall have the right to terminate any contract(s) or any part of any contracts resulting from this process at any time for**

cause in the event of a default in CRCOG and/or the Participating Members payment obligation which is not cured within thirty (30) days of receipt of written notice of the default.

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Concentra requests the addition of the following to clarify the parties' obligations regarding medical records.

M. Medical Records.

(a) Custodian. Vendor shall serve as the custodian of medical records created at the clinic during the term of the Agreement. Vendor, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the term of this Agreement. Vendor shall also abide by all applicable laws related to Vendor and the medical service record retention. CRCOG and Participating Members acknowledges that Vendor will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order, or business affidavit, as applicable).

(b) Access. CRCOG and Participating Members understand and acknowledge that CRCOG/Participating Member is not entitled to access any patient medical records except to the extent allowed by law. Vendor is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Vendor may only disclose protected health information as authorized by and to the extent allowed by law.

(c) Retention and Destruction. Upon the termination of this Agreement for any reason, Vendor shall maintain all records created against the statutory and regulatory requirements. Should CRCOG/Participating Member request records be maintained by Vendor beyond any state, local or federal rule due to an ongoing audit or legal matter, then CRCOG/Participating Member shall be invoiced for such retention for as long as such records are retained until written notice from CRCOG/Participating Member to destroy such retained records.

This Section M shall survive the termination of this Agreement.