



April 17, 2019

Krista Lee Carsner, Director
Fiscal Review Committee
Rachel Jackson Building, 8th Floor
320 Sixth Avenue North
Nashville, TN 37243

Mike Perry, Chief Procurement Officer
Central Procurement Office
Department of General Services
Tennessee Tower, 3rd Floor
Nashville, TN 37243

Justin P. Wilson, Comptroller of Treasury
Comptroller Procurement Compliance
Suite 1400, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-1402

RE: Proposed Amendment 2 to Edison Contract ID 48903

Dear Director Carsner, Chief Perry, and Comptroller Wilson:

The Department of Safety and Homeland Security (TDOSHS) is requesting the approval to amend the current five (5) year contract with CareHere, LLC, (Edison Contract ID 48903) for continued physical examinations and other medical related services for State Applicants and Employees.

The current contract includes physical examinations and other medical related services that were required for specific job classifications of the agency at the time of contract execution. Recently, a new job classification of Digital Forensic Technician was added to the agency which requires an amendment to the Contract to enable the needed services to be performed for this job classification. The agency requires a Digital Forensic Technician's medical history to be evaluated upon application for employment. In addition, the agency is required to complete a physical and hearing examination, as well as, evaluate physical demands upon application for employment. The agency seeks to be able to have these services performed for the new job classification through the amendment. The current maximum liability of the Contract of \$1,412,500.00 will not change with this new amendment.

The Department of Safety and Homeland Security respectfully submits the above referenced

request for consideration and approval.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sonya Hadley', with a long horizontal flourish extending to the right.

Sonya Hadley, Budget Director

Cc: Shoney Naquin, Procurement Supervisor
Sandra Braber-Grove, Assistant General Counsel

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Shoney Naquin	*Contact Phone:	(615) 251-5238		
*Presenter's name(s):	Sandra Braber-Grove, Sonya Hadley, Kerri Balthrop				
Edison Contract Number: <i>(if applicable)</i>	48903	RFS Number: <i>(if applicable)</i>	34901-00336		
*Original or Proposed Contract Begin Date:	January 25, 2016	*Current or Proposed End Date:	January 24, 2021		
Current Request Amendment Number: <i>(if applicable)</i>	02				
Proposed Amendment Effective Date: <i>(if applicable)</i>	June 17, 2019				
*Department Submitting:	Safety and Homeland Security				
*Division:	Budget				
*Date Submitted:	April 17, 2019				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	CareHere, LLC.				
*Current or Proposed Maximum Liability:	\$1,412,500.00				
*Estimated Total Spend for Commodities:	\$0				
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020	FY: 2021
\$ 110,146.70	\$ 265,000.00	\$265,000.00	\$302,500.00	\$302,500.00	\$167,353.30
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY: 2016	FY: 2017	FY: 2018	FY2019		
\$50,755.00	\$282,619.00	\$229,246.00	\$61,473.00		
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Not Applicable		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			Not Applicable		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			Not Applicable		
*Contract Funding Source/Amount:					
			Federal:		

Supplemental Documentation Required for
Fiscal Review Committee

State:	\$1,412,500.00		\$0.00
<i>Interdepartmental:</i>	\$0.00	<i>Other:</i>	\$0.00
If “ <i>other</i> ” please define:		Not Applicable	
If “ <i>interdepartmental</i> ” please define:		Not Applicable	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
01		addition of six-panel drug screening	
Method of Original Award: <i>(if applicable)</i>		Request for Purchase	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$1,040,000.00; This cost was determined based on the delivery and fulfillment of the services outlined in the scope of services of the contract.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		The Contract between the Tennessee Department of Safety and Homeland Security and CareHere, LLC. is not a sole source contract and was awarded through the State’s open and competitive RFP bidding process. CareHere, LLC. was selected as the preferred vendor for physical examinations and other medical related services for State applicants and employees.	

Purchase Orders against a Cont	80
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Contract Number = 000000000000000000048903

Contract	Contract Line #	Unit	PO No.	Line
000000000000000000048903	1	34901	000030520	1
000000000000000000048903	1	34901	000030670	1
000000000000000000048903	1	34901	000030671	1
000000000000000000048903	0	34901	000031002	1
000000000000000000048903	0	34901	000031004	1
000000000000000000048903	0	34901	000031173	1
000000000000000000048903	0	34901	000031359	1
000000000000000000048903	1	34901	000031492	1
000000000000000000048903	1	34901	000031500	1
000000000000000000048903	1	34901	31521	1
000000000000000000048903	1	34901	000031915	1
000000000000000000048903	1	34901	000032243	1
000000000000000000048903	1	34901	000032275	1
000000000000000000048903	1	34901	000032646	1
000000000000000000048903	1	34901	000032675	1
000000000000000000048903	1	34901	000033028	1
000000000000000000048903	1	34901	000033283	1
000000000000000000048903	1	34901	000033378	1
000000000000000000048903	1	34901	000033423	1
000000000000000000048903	1	34901	000033588	1
000000000000000000048903	1	34901	000033633	1
000000000000000000048903	1	34901	000034080	1
000000000000000000048903	1	34901	000034182	1
000000000000000000048903	1	34901	000034183	1
000000000000000000048903	0	34901	000034488	1
000000000000000000048903	0	34901	000034505	1
000000000000000000048903	1	34901	000034895	1
000000000000000000048903	1	34901	000034998	1
000000000000000000048903	1	34901	000035246	1
000000000000000000048903	1	34901	000035599	1
000000000000000000048903	1	34901	35594	1
000000000000000000048903	1	34901	35723	1
000000000000000000048903	1	34901	000035731	1
000000000000000000048903	1	34901	000035744	1
000000000000000000048903	1	34901	000035904	1
000000000000000000048903	1	34901	000035904	2
000000000000000000048903	1	34901	000036296	1
000000000000000000048903	1	34901	000036395	1
000000000000000000048903	1	34901	000036499	1
000000000000000000048903	1	34901	000036927	1
000000000000000000048903	1	34901	000037086	1
000000000000000000048903	1	34901	000037252	1
000000000000000000048903	1	34901	000037282	1
000000000000000000048903	1	34901	000037455	1

0000000000000000000048903	1	34901	0000037698	1
0000000000000000000048903	1	34901	0000037820	1
0000000000000000000048903	1	34901	0000037867	1
0000000000000000000048903	1	34901	0000038097	1
0000000000000000000048903	1	34901	0000038229	1
0000000000000000000048903	1	34901	0000038355	1
0000000000000000000048903	1	34901	0000038492	1
0000000000000000000048903	1	34901	0000038666	1
0000000000000000000048903	1	34901	0000038854	1
0000000000000000000048903	1	34901	0000038891	1
0000000000000000000048903	1	34901	0000038924	1
0000000000000000000048903	1	34901	0000039192	1
0000000000000000000048903	0	34901	0000039270	1
0000000000000000000048903	1	34901	0000039343	1
0000000000000000000048903	1	34901	0000039461	1
0000000000000000000048903	1	34901	0000039463	1
0000000000000000000048903	0	34901	0000039691	1
0000000000000000000048903	0	34901	0000039727	1
0000000000000000000048903	1	34901	0000040071	1
0000000000000000000048903	1	34901	0000040073	1
0000000000000000000048903	1	34901	0000040305	1
0000000000000000000048903	1	34901	0000040428	1
0000000000000000000048903	1	34901	0000040428	2
0000000000000000000048903	1	34901	0000040739	1
0000000000000000000048903	1	34901	0000040740	1
0000000000000000000048903	1	34901	0000040897	1
0000000000000000000048903	1	34901	0000041060	1
0000000000000000000048903	1	34901	0000041174	1
0000000000000000000048903	1	34901	0000041406	1
0000000000000000000048903	1	34901	0000041618	1
0000000000000000000048903	1	34901	0000041636	1
0000000000000000000048903	1	34901	0000041649	1
0000000000000000000048903	1	34901	0000041813	1
0000000000000000000048903	1	34901	0000041854	1
0000000000000000000048903	1	34901	0000041855	1
0000000000000000000048903	1	34901	0000041856	1

SetID	PO Date	Quantity	UOM	PO Amount	Contract Max. Amt
SHARE	3/3/2016	2.0000	EA	\$ 4,055.00	\$ 1,412,500.00
SHARE	3/21/2016	1.0000	EA	\$ 2,755.00	\$ 1,412,500.00
SHARE	3/21/2016	1.0000	EA	\$ 3,555.00	\$ 1,412,500.00
SHARE	5/3/2016	2.0000	EA	\$ 4,825.00	\$ 1,412,500.00
SHARE	5/3/2016	1.0000	EA	\$ 2,755.00	\$ 1,412,500.00
SHARE	5/20/2016	1.0000	EA	\$ 2,320.00	\$ 1,412,500.00
SHARE	6/6/2016	2.0000	EA	\$ 6,235.00	\$ 1,412,500.00
SHARE	6/22/2016	2.0000	EA	\$ 19,615.00	\$ 1,412,500.00
SHARE	6/23/2016	1.0000	EA	\$ 4,640.00	\$ 1,412,500.00
SHARE	7/25/2016	1.0000	EA	\$ 3,335.00	\$ 1,412,500.00
SHARE	7/27/2016	2.0000	EA	\$ 28,865.00	\$ 1,412,500.00
SHARE	8/18/2016	1.0000	EA	\$ 4,005.00	\$ 1,412,500.00
SHARE	8/23/2016	1.0000	EA	\$ 3,480.00	\$ 1,412,500.00
SHARE	9/21/2016	1.0000	EA	\$ 4,633.00	\$ 1,412,500.00
SHARE	9/23/2016	1.0000	EA	\$ 1,292.00	\$ 1,412,500.00
SHARE	10/20/2016	1.0000	EA	\$ 3,171.00	\$ 1,412,500.00
SHARE	11/15/2016	1.0000	EA	\$ 1,905.00	\$ 1,412,500.00
SHARE	11/28/2016	2.0000	EA	\$ 33,464.00	\$ 1,412,500.00
SHARE	12/2/2016	1.0000	EA	\$ 2,900.00	\$ 1,412,500.00
SHARE	12/20/2016	1.0000	EA	\$ 36,360.00	\$ 1,412,500.00
SHARE	12/22/2016	1.0000	EA	\$ 3,045.00	\$ 1,412,500.00
SHARE	2/2/2017	3.0000	EA	\$ 1,050.00	\$ 1,412,500.00
SHARE	2/13/2017	1.0000	EA	\$ 2,416.00	\$ 1,412,500.00
SHARE	2/13/2017	2.0000	EA	\$ 1,019.00	\$ 1,412,500.00
SHARE	3/15/2017	1.0001	EA	\$ 8,530.00	\$ 1,412,500.00
SHARE	3/15/2017	1.0000	EA	\$ 4,379.00	\$ 1,412,500.00
SHARE	4/18/2017	1.0000	EA	\$ 5,587.00	\$ 1,412,500.00
SHARE	4/27/2017	1.0000	EA	\$ 426.00	\$ 1,412,500.00
SHARE	5/12/2017	1.0000	EA	\$ 4,832.00	\$ 1,412,500.00
SHARE	6/15/2017	1.0000	EA	\$ 6,644.00	\$ 1,412,500.00
SHARE	6/15/2017	1.0000	EA	\$ 6,644.00	\$ 1,412,500.00
SHARE	6/26/2017	3.0000	EA	\$ 35,865.00	\$ 1,412,500.00
SHARE	6/27/2017	3.0000	EA	\$ 1,466.00	\$ 1,412,500.00
SHARE	6/28/2017	3.0000	EA	\$ 35,865.00	\$ 1,412,500.00
SHARE	6/30/2017	1.0000	EA	\$ 921.00	\$ 1,412,500.00
SHARE	6/30/2017	1.0000	EA	\$ 40,520.00	\$ 1,412,500.00
SHARE	8/7/2017	3.0000	EA	\$ 35,865.00	\$ 1,412,500.00
SHARE	8/11/2017	1.9489	EA	\$ 14,547.00	\$ 1,412,500.00
SHARE	8/18/2017	1.0000	EA	\$ 7,701.00	\$ 1,412,500.00
SHARE	9/20/2017	1.0000	EA	\$ 5,436.00	\$ 1,412,500.00
SHARE	10/5/2017	4.0000	EA	\$ 4,409.00	\$ 1,412,500.00
SHARE	10/23/2017	1.0000	EA	\$ 3,926.00	\$ 1,412,500.00
SHARE	10/25/2017	3.0000	EA	\$ 18,164.00	\$ 1,412,500.00
SHARE	11/15/2017	1.0000	EA	\$ 2,718.00	\$ 1,412,500.00

SHARE	12/8/2017	2.0000 EA	\$ 19,474.00	\$ 1,412,500.00
SHARE	12/19/2017	1.0000 EA	\$ 2,265.00	\$ 1,412,500.00
SHARE	12/21/2017	2.0000 EA	\$ 847.00	\$ 1,412,500.00
SHARE	1/17/2018	1.0000 EA	\$ 2,265.00	\$ 1,412,500.00
SHARE	1/31/2018	2.0000 EA	\$ 3,080.00	\$ 1,412,500.00
SHARE	2/13/2018	1.0000 EA	\$ 3,190.00	\$ 1,412,500.00
SHARE	2/27/2018	1.0000 EA	\$ 2,198.00	\$ 1,412,500.00
SHARE	3/15/2018	1.0000 EA	\$ 1,727.00	\$ 1,412,500.00
SHARE	4/11/2018	3.0000 EA	\$ 2,597.00	\$ 1,412,500.00
SHARE	4/13/2018	2.0000 EA	\$ 3,238.00	\$ 1,412,500.00
SHARE	4/18/2018	1.0000 EA	\$ 3,611.00	\$ 1,412,500.00
SHARE	5/17/2018	1.0000 EA	\$ 1,727.00	\$ 1,412,500.00
SHARE	5/22/2018	6.0000 EA	\$ 2,100.00	\$ 1,412,500.00
SHARE	6/1/2018	3.0000 EA	\$ 37,042.00	\$ 1,412,500.00
SHARE	6/18/2018	1.0000 EA	\$ 3,925.00	\$ 1,412,500.00
SHARE	6/18/2018	2.0000 EA	\$ 47,194.00	\$ 1,412,500.00
SHARE	7/13/2018	1.0000 EA	\$ 2,512.00	\$ 1,412,500.00
SHARE	7/17/2018	1.0000 EA	\$ 100.00	\$ 1,412,500.00
SHARE	8/23/2018	1.0000 EA	\$ 6,534.00	\$ 1,412,500.00
SHARE	8/23/2018	1.0000 EA	\$ 3,611.00	\$ 1,412,500.00
SHARE	9/22/2018	1.0000 EA	\$ 9,089.00	\$ 1,412,500.00
SHARE	10/9/2018	0.3400 EA	\$ 2,983.00	\$ 1,412,500.00
SHARE	10/9/2018	1.0000 EA	\$ 3,146.00	\$ 1,412,500.00
SHARE	11/28/2018	1.0000 EA	\$ 1,790.00	\$ 1,412,500.00
SHARE	11/28/2018	1.0000 EA	\$ 2,983.00	\$ 1,412,500.00
SHARE	12/27/2018	0.1509 EA	\$ 6,555.00	\$ 1,412,500.00
SHARE	1/11/2019	1.7458 EA	\$ 2,509.00	\$ 1,412,500.00
SHARE	1/24/2019	1.0000 EA	\$ 1,884.00	\$ 1,412,500.00
SHARE	2/18/2019	0.2487 EA	\$ 2,677.00	\$ 1,412,500.00
SHARE	3/13/2019	1.0000 EA	\$ 1,174.00	\$ 1,412,500.00
SHARE	3/14/2019	1.0000 EA	\$ 1,256.00	\$ 1,412,500.00
SHARE	3/15/2019	1.0000 EA	\$ 2,041.00	\$ 1,412,500.00
SHARE	4/8/2019	0.8382 EA	\$ 3,407.00	\$ 1,412,500.00
SHARE	4/10/2019	1.0000 EA	\$ 3,140.00	\$ 1,412,500.00
SHARE	4/10/2019	1.0000 EA	\$ 2,198.00	\$ 1,412,500.00
SHARE	4/10/2019	1.0000 EA	\$ 1,884.00	\$ 1,412,500.00

ATTACHMENT #4

DIGITAL FORENSIC TECHNICIAN

Applicant's Medical History Information
Physical Examination Form
Medical Examination Form Instructions
Physical Demands Analysis
Hearing Standards

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

NAME			SSN	
LAST	FIRST	MIDDLE		
ADDRESS				
STREET		CITY	STATE	ZIP

Instructions to Applicant:
Mark "Yes" if you now have, or have ever in the past had, the diseases, injuries or disabilities listed on this form. Mark "No" if you have never experienced the disease, injury or disability listed.

Use the blank spaces to explain any "Yes" answers, and to answer the last four (4) questions.

NOTE: ANY FALSE STATEMENT WILL DISQUALIFY YOU FROM FURTHER CONSIDERATION.

1	Abdominal/Pelvic Disorder				YES	NO	
2	Allergies (list all including food & drugs)				YES	NO	
	Any medical condition due to pepper spray or any other chemical weapons?	What was the reaction?			YES	NO	
3	Are you a tobacco user?	If yes, what form?	How much?	How long?		YES	NO
4	Diabetes	Taking Insulin?	If yes, what form (pump, shots, etc)?			YES	NO
5	Arthritis or Joint Problems				YES	NO	
6	Ashma				YES	NO	
7	Back Trouble				YES	NO	
8	Cancer				YES	NO	
9	Convulsions				YES	NO	
10	Fainting Spells				YES	NO	
11	Foot Trouble	(ie: flat feet, club foot, swelling of feet or ankles)				YES	NO
12	Headaches	Indicate Frequency				YES	NO
13	Heart Attack or Disease				YES	NO	
14	Hernia				YES	NO	
15	High Blood Pressure				YES	NO	
16	Indigestion	Indicate Frequency				YES	NO
17	Kidney Infection &/or Stones				YES	NO	
18	Malaria				YES	NO	

Patient Name: _____
Patient ID: _____
Date of Exam: _____

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

19 Peptic Ulcer		YES	NO
20 Pilonidal Cyst		YES	NO
21 Rheumatic Fever		YES	NO
22 Shortness of Breath		YES	NO
23 Tuberculosis		YES	NO
24 Varicose Veins		YES	NO
25 Any neurological disorder such as epilepsy, narcolepsy, palsy, paralysis or vertigo?		YES	NO
26 Have you ever had a nervous breakdown or psychiatric disorder?		YES	NO
27 Have you been rejected for military service for physical reasons?	If yes, for what reason?	YES	NO
28 Have you received a medical discharge from military service?	If yes, for what reason?	YES	NO
29 Ever rejected for life insurance or offered a policy at a higher than standard rate?	If yes, for what reason?	YES	NO
30 Have you ever received payment for any disability claims?	If yes, for what reason?	YES	NO
31 Have you ever collected worker's comp insurance?	If yes, for what reason?	YES	NO
Do you have an ongoing worker's comp claim from a previous employer?	If yes, for what reason?	YES	NO
32 Do you have any hearing impairment?	If yes, do you wear corrective aids?	YES	NO
33 Do you have any physical impairment or disability?	If yes, what is the impairment or disability?	YES	NO
34 List all serious injuries (indicate dates)			
35 List all other severe illnesses (indicate dates)			
36 List all operations (indicate dates)			
37 List all current medications			

Patient Name: _____
 Patient ID: _____
 Date of Exam: _____

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

NOTE: If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

This is to certify that to the best of our knowledge and belief that the applicant is not affected with any form of disease or disability which would interfere with the performance of the duties of the position for which they are applying and I/we, the applicant, authorize the release to, and the use by, the Tennessee Department of Safety of any medical record needed to verify the answers given in the medical history.

_____ Signature of Applicant	_____ Date
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_____ Medical Examiner Signature	_____ Date
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Medical Examiner's Notes	

Patient Name: _____
Patient ID: _____
Date of Exam: _____

DIGITAL FORENSIC TECHNICIAN

NAME			SSN
LAST	FIRST	MIDDLE	
DATE OF BIRTH (must be at least 21 years of age)	HEIGHT	WEIGHT	

Instructions to Medical Examiner:

Please review and witness the applicant's medical history before completing this form. Where specific information is indicated, fill in the blanks. Mark "Yes" if the applicant meets the required physical standards. If the applicant does not meet the required standards, mark "No" and explain in the space provided.

1 BLOOD PRESSURE (SITTING)	SYS	DIAS		RECOMMENDED	
				YES	NO

Maximum recommended: 140 systolic or 90 diastolic (persistent)

2 PULSE (RESTING)				YES	NO
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Maximum recommended: between 40 and 100 (resting)

3 EYES							
VISION - FAR	RIGHT	20/	LEFT	20/		YES	NO
	RIGHT	20/	LEFT	20/		YES	NO
CORRECTED VISION - FAR	RIGHT	20/	LEFT	20/		YES	NO
	RIGHT	20/	LEFT	20/		YES	NO
VISION - NEAR	RIGHT	20/	LEFT	20/		YES	NO
	RIGHT	20/	LEFT	20/		YES	NO
Must be 20/40 in each eye separately, and both eyes corrected or uncorrected.							
HORIZONTAL (PERIPHERAL)	RIGHT		LEFT			YES	NO
	Applicants with field of vision less than a score of 85 (normal temporal peripheral vision should not be considered)						
VISUAL DISTURBANCE						YES	NO
Should not have any visual disturbance that might impair applicant's ability to function							

4 EARS							
HEARING (AUDIOMETRY)	RIGHT		LEFT			YES	NO
							YES
HEARING AID USED	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO		YES	NO

A hearing test will be required in a sound treated booth administered by a Certified Audiometric Technician. Hearing ability in the worst ear uncorrected or corrected, equal to or better than 40 decibels determined as an average of the following frequencies: 500, 1000, 2000, 3000, 4000 Hz.

**If applicant/employee fails the above standard, refer to Hearing Standards Attachment

AUDIOMETRY WORKSHEET		
FREQUENCY	LEFT EAR	RIGHT EAR
500	dB	dB
1000	dB	dB
2000	dB	dB
3000	dB	dB
4000	dB	dB
SUM	dB	dB
AVERAGE	dB	dB

(Note: 25 dB or below is considered normal hearing)

5 NOSE		YES	NO
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Nose must be free of deformity internally so that breathing is unobstructed.

6 MOUTH AND TEETH		YES	NO
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Mouth must be free from deformities or conditions that interfere with distinct speech or that predispose to diseases of the ear, nose or throat.

Patient Name: _____
 Patient ID: _____
 Date of Exam: _____

DIGITAL FORENSIC TECHNICIAN

7 THROAT			
TONSILS	There must be no disease or hypertrophy of tonsils which might impair duty as a DOS employee.		YES NO
THYROID	List any characteristics that may be disqualifying.		YES NO
NODES	Enlargement requires study to establish cause. Acceptable if benign.		YES NO
8 CHEST			
HEART	Rhythm, rate and sounds should be normal or any abnormalities explained in regards to impairment.		YES NO
LUNGS	Respiration must be unlabored and regular. The breath sounds must be clear and distinct, over both lungs & tuberculosis or other active pulmonary disease must not be present.		YES NO
TUBERCULIN TEST	<input type="checkbox"/> POSITIVE	<input type="checkbox"/> NEGATIVE	YES NO
Note any evidence of pulmonary or cardiac disease or any other abnormalities.			
9 ABDOMEN			
Examine for tenderness, masses, enlarged organs and muscle tone.			
HERNIA	Actual hernia in any form must reject. A repaired hernia with no residual disability is acceptable.		YES NO
10 SKIN			
Applicant must be free of lesions, large nevi or scars which are apt to become ulcerated, parasitic or systemic skin diseases, such as eczema, psoriasis, lupus, etc., if it interferes with the duties of the position the applicant is applying for.			
11 SPINE			
Pronounced scoliosis, kyphosis or other back disability is disqualifying.			
12 EXTREMITIES	Mobility:	Amputations:	Deformities:
	Edema:	Reflexes:	YES NO
Note any amputations and/or restricted use of extremities.			
Applicant must be free from amputations that would prevent from performing major job functions, arthritis, diseases of the joints, carpal tunnel, sprains, stiffness or other conditions, such as flat feet, etc., which would prevent the proper and easy performance of duty. Stasis ulcer or large varicose veins might disqualify.			
13 DRUG SCREENING	<input type="checkbox"/> POSITIVE	<input type="checkbox"/> NEGATIVE	YES NO
Use of illicit drugs not prescribed by a physician is disqualifying.			

Patient Name: _____
 Patient ID: _____
 Date of Exam: _____

DIGITAL FORENSIC TECHNICIAN

NOTE: If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

RECOMMENDED FOR HIRE?		
	YES	NO
If NO is marked for any of the preceding questions, please explain in this section and reference the item number.		

_____	_____
Medical Examiner Signature	Date

_____	_____
LifeSigns Personnel Signature (Witness)	Date

Patient Name: _____
 Patient ID: _____
 Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY
MEDICAL EXAMINATION FORM INSTRUCTIONS

Digital Forensic Technician

INSTRUCTIONS TO MEDICAL EXAMINER:

- A. The medical examiner shall check the applicant's answers on the medical history, secure such additional information as he/she considers desirable, and witness the applicant's signature.
- B. All abnormalities of history or physical examination, whether or not considered disqualifying, shall be recorded.
- C. Each applicant shall be a minimum of 18 years of age and shall meet the following standards:
1. **BLOOD PRESSURE:**
Maximum recommended: 140 systolic or 90 diastolic (persistent).
 2. **PULSE:**
Between 40 and 100 (resting).
 3. **EYES:**

VISUAL ACUITY
20/40 in each eye separately and both eyes corrected or uncorrected.

HORIZONTAL VISUAL FIELDS TESTING (PERIPHERAL)
Anyone with field of vision less than a score of 85 (normal temporal peripheral vision) should be not considered to meet the minimum job requirements.
 4. **HEARING**
Ability to hear sounds of low intensity or to distinguish voice from background noise, thereby permitting response to imminently hazardous situations. Hearing ability in worst ear uncorrected, equal to or less than 40 decibels determined as an average of the following frequencies: 500 hertz, 1,000 hertz, 2,000 hertz, 3,000 hertz and 4,000 hertz.

If applicant/employee fails the above standards, refer to Attachment 12.
 5. **NOSE**
Nose shall be free of deformity internally so that breathing is unobstructed.
 6. **MOUTH**
The mouth shall be free from deformities or conditions that interfere with distinct speech or that predispose to diseases of the ear, nose or throat.
 7. **THROAT**
There shall be no disease or hypertrophy of tonsils which might impair duty as a Department of Safety employee.

NECK
Thyroid - list any characteristics that may be disqualifying.

NODES
Enlargement requires study to establish cause. Acceptable if benign.

8. CHEST
HEART
Rhythm, rate and sounds shall be normal or any abnormalities explained in regards to any impairment.

LUNGS
Respiration shall be unlabored and regular. The breath sounds shall be clear and distinct, over both lungs, and tuberculosis or other active pulmonary disease shall not be present.
9. ABDOMEN
Examine for tenderness, masses, enlarged organs, and muscle tone.

HERNIA
Actual hernia in any form shall reject. A repaired hernia with no residual disability is acceptable.
10. SKIN
Applicant shall be free of lesions, large nevi, or scars which are apt to become ulcerated, and parasitic or systemic skin diseases, such as eczema, psoriasis, lupus, etc. if it interferes with the duties of the position the applicant is applying for.
11. SPINE
Pronounced scoliosis, kyphosis, or other back disability shall be disqualifying.
12. EXTREMITIES
Applicant shall be free from amputations that would prevent from performing major job functions, arthritis, diseases of the joints, carpal tunnel, sprains, stiffness, or other conditions, such as flat feet, etc., which would prevent the proper and easy performance of duty. Stasis ulcer or large varicose veins might disqualify.
13. DRUG SCREENING (nine-panel non-DOT drug screen)
Use of illicit drugs not prescribed by a physician is disqualifying. The improper use of prescription drugs is also disqualifying.

***Note:** If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

Digital Forensic Technician

PHYSICAL DEMANDS ANALYSIS

Name: _____
(Last) (First) (Middle Initial)

Address: _____
(Street Address) (Apt. #) (City) (State) (Zip)

1. STANDING AND WALKING YES NO

Ability to stand and walk on concrete or tile surfaces for up to three (3) hours per day. The maximum continuous time could be one (1) hour while walking to the vehicle to administer road tests or while standing at the station.

2. SITTING YES NO

Ability to sit in vehicle for up to two (2) hours. The maximum continuous time could be 20 minutes.

3. LIFTING/CARRYING YES NO

Ability to lift boxes and various other items. The weight of these objects could weigh up to a maximum of 52 pounds and would have to be moved to a distance up to 50 feet.

4. CLIMBING YES NO

Ability to climb into light trucks. Would require being able to step from 15" to 30".

5. STOOPING/BENDING/SQUATTING YES NO

Ability to retrieve objects that fall onto the ground or lifting objects off the floor on a daily basis.

6. REACHING YES NO

Ability to retrieve paperwork and supplies from shelves (including overhead).

7. WORK CONDITIONS YES NO
(UP TO 80% INDOORS AND/OR UP TO 20% OUTDOORS)

Ability to work in the following conditions:

- Hot temperatures
- Cold temperatures
- Sudden changes in temperatures
- Whole body vibration through seat of vehicle

8. OTHER JOB DEMANDS YES NO

- Twisting
- Neck flexion/extension
- Cervical rotation
- Driving a vehicle

9. TOOLS, EQUIPMENT, AND MATERIAL USED

YES NO

- Camera
- Computer
- Eye machine
- Cash register
- Laminator
- Supplies
- Die Cutter
- Printer/Modem
- Automobile

Medical Examiner

Signature

Date

TENNESSEE DEPARTMENT OF SAFETY

HEARING STANDARDS

Digital Forensic Technician

Within the guidelines of a physical examination as required under Statute 7-86-201 Training – Qualifications, hearing acuity is of primary concern. The responsibilities associated with the work of Digital Forensic Technician require hearing acuity so as to clearly understand and be able to communicate effectively with persons securing drivers licenses.

The above-specified personnel must have the following tests administered as a pre-employment portion of their physical examination:

1. The hearing tests shall be completed in a sound treated environment where the ambient noise levels are no greater than the following measurements:

500 Hertz	-	40
1000 Hertz	-	40
2000 Hertz	-	47
4000 Hertz	-	57
8000 Hertz	-	62

2. The hearing test will be reviewed by a licensed audiologist.

The tests to be administered in the audiological evaluation if the basic tests indicate a need for further testing shall be:

1. Pure Tone Audiometry for the frequencies of 250, 500, 1000, 2000, 3000, 4000, 6000 and 8000 Hertz.
2. Speech Reception Thresholds shall be obtained.
3. Speech Intelligibility Scores of 86% shall be received using the generally accepted Word Lists.
4. Speech Intelligibility shall also be obtained under conditions of noise with the scores being no worse than 76%.
5. Tympanometry shall be administered to determine the condition of the middle ear. This test shall be reported by the typical regimen as set out below:

Type A	-	Normal
Type B	-	Middle Ear Effusion
Type C	-	Negative Pressure (-150 daPa or worse)
Type As	-	Normal Pressure, Reduced Peak (1.0 ml)
Type Ad	-	Normal Pressure, Enlarged Peak (>1.8 m.)

or an explanation of the results suggesting the condition of the ear.

6. Bone Conduction Testing if the tympanometry indicates the need to show the possibility of an air-bone gap.

The following standards will be the accepted levels candidates must obtain:

1. Hearing ability in the worst ear uncorrected, equal to or better than 40 decibels determined as an average of the following frequencies:

500, 1000, 2000, 3000, and 4000 Hertz.
2. Should the Digital Forensic Technician have a hearing loss, a hearing aid or aids can be acquired to balance the hearing if there is a unilateral problem, or if sufficient hearing loss is present bilateral fittings can be made to improve the hearing above the uncorrected level that exists.

The degree of hearing loss is listed as follows for the pure tone thresholds obtained:

Normal	-	0 – 25 dB HL
Mild	-	35 – 45 dB HL
Moderate	-	45 – 60 dB HL
Severe	-	60 – 80 dB HL
Profound	-	80 and up dB HL

An asymmetrical hearing loss is present when there is a difference existing between the ears by as much as 20 dB causing an imbalance in hearing.

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	34901-00336	
1. Procuring Agency	Tennessee Department of Safety and Homeland Security (TDOSHS)	
2. Contractor	CareHere, LLC	
3. Edison contract ID #	48903	
4. Proposed amendment #	02	
5. Contract's Original Effective Date	January 25, 2016	
6. Current end date	January 24, 2021	
7. Proposed end date	January 24, 2021	
8. Current Maximum Liability or Estimated Liability	\$ 1,412,500.00	
9. Proposed Maximum Liability or Estimated Liability	\$ 1,412,500.00	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>The proposed amendment is needed to add the applicable language, attachments, and pricing for physical examinations and other medical related services as needed for a new TDOSHS job classification of Digital Forensic Technician.</p>	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.	<p>The amendment does involve a change in the Scope of Services as needed to accommodate a new job classification (Digital Forensic Technician). The job classification has been added as Attachment 4 and necessary changes were made throughout the Contract to update references to the Attachments and to update the payment methodology schedule (Section C.3.b.) to reflect new pricing concerning the new job classification.</p>	
Signature of Agency Head or Authorized Designee, Title of Signatory, and Date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)		
 Jeff Long, Commissioner		04-17-19 DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 34901-0336	Edison ID 48903	Contract # See Edison ID	Amendment # Two		
Contractor Legal Entity Name CareHere, LLC			Edison Vendor ID 0000042623		
Amendment Purpose & Effect(s) The purpose of this amendment is to add the applicable language, attachments, and pricing for physical examinations and other medical related services as needed for a new job classification of Digital Forensic Technician.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: January 24, 2021			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$110,146.70	\$0.00	\$0.00	\$0.00	\$110,146.70
2017	\$265,000.00	\$0.00	\$0.00	\$0.00	\$265,000.00
2018	\$265,000.00	\$0.00	\$0.00	\$0.00	\$265,000.00
2019	\$302,500.00	\$0.00	\$0.00	\$0.00	\$302,500.00
2020	\$302,500.00	\$0.00	\$0.00	\$0.00	\$302,500.00
2021	\$167,353.30	\$0.00	\$0.00	\$0.00	\$167,353.30
TOTAL:	\$1,412,500.00	\$0.00	\$0.00	\$0.00	\$1,412,500.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT TWO
OF CONTRACT EDISON ID 48903**

This Amendment is made and entered by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and CareHere, LLC, hereinafter referred to as the "Contractor". For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Attachment A.4., attached hereto is added as a new attachment. All subsequent Attachments shall be subsequently renumbered.

The following changes are changes to the references of the Attachments, as well as, Sections subsequent to Section A.12. concerning Edison Contract #48903. Changes have been highlighted in yellow throughout this amendment documentation.

2. Contract Section A.3. is deleted in its entirety and replaced with the following:
 - A.3. Services including physical examinations, physical reviews, specialized training seminars examinations, review of medical records, establishing physical demands analysis, consultation with State for medical related inquiries, and hepatitis vaccinations shall be made available in Davidson County, Tennessee, or any contiguous county to Davidson. Drug and alcohol testing shall be available in locations as specified in **A.15**. of this Contract.
3. Contract Section A.4. is deleted in its entirety and replaced with the following:
 - A.4. All work as required in Attachments 1 through **8** shall be performed, completed and managed at the Contractor's site, except hepatitis vaccinations as requested by the State. The State shall NOT provide work space for the Contractor; with the exception of the Contractor performing hepatitis vaccinations at the State's Training Center located at 283 Stewart's Ferry Pike, Nashville, TN. All services described in Attachment through Attachment 8 shall be performed by the Contractor and shall not be subcontracted. Services in **Attachment 9** may be subcontracted.
4. Contract Section A.8. is deleted in its entirety and replaced with the following:
 - A.8. The Contractor shall perform the tests necessary to qualify/disqualify an applicant based on the categories listed on the Physical Examination Form, including the hearing standards requirements (**Attachment 1 through Attachment 4**). Furthermore, any additional lab work, x-rays, or other pertinent tests suggested by the Contractor to the individual and agreed to be performed by the individual, shall be an expense borne by the individual and not by the State. The State shall not be financially responsible for additional work not contemplated by this Contract.
5. Contract Section A.10. is deleted in its entirety and replaced with the following:
 - A.10. in the case of a commissioned employee, such certification shall be documented on the appropriate Peace Officer Standards and Training Commission Application for Certification-Law Enforcement Officer Form (**Attachment 5**).
6. Contract Section A.11. is deleted in its entirety and replaced with the following:
 - A.11. The Contractor shall perform a five-panel non-Department of Transportation (non-DOT) drug screening (**Attachment 9**) on State's employees as directed by the Department's appointing authority and in compliance with the State's General Order No. 220 (Exhibit A and **Attachments 9 and 10**). A second drug screening would be conducted if the initial test results were positive. These results should be reported to the State's Human Resources Director (see **Attachment 12**) IN WRITING, within seventy-two (72) hours,

OR, if needed, within twenty-four (24) hours for emergency situations. This should, in no part, impede the legalities of the Medical Review Officer (MRO) who is held accountable (according to MRO reporting guidelines pertaining to DOT drug screens).

7. Contract Section A.12. is deleted in its entirety and replaced with the following:
 - A.12. The Contractor shall perform a six-panel blood drawn non-Department of Transportation (non-DOT) drug screening ("Blood Draw Drug Screening") (Attachment 9) on the State's employees as directed by the Department's appointing authority and in compliance with the State's General Order No. 220 (Exhibit A and Attachments 9 and 10). The blood draw drug screening will be done for the simultaneous and separate detection of marijuana (THC), cocaine (COC), opiates (OPI), amphetamine (AMP), methamphetamine (mAMP), and benzodiazepines (BZO). A second blood draw drug screening would be conducted if the initial test results were positive. These results should be reported to the State's Human Resources Director (see Attachment 12) IN WRITING, within seventy-two (72) hours, OR, if needed, within twenty-four (24) hours for emergency situations. This should, in no part, impede the legalities of the Medical Review Officer (MRO) who is held accountable (according to MRO reporting guidelines pertaining to DOT drug screens).

8. Contract Section A.13. is deleted in its entirety and replaced with the following:
 - A.13. The Contractor shall perform a nine-panel drug screen on all (pre-employment) applicants as requested on the Physical Examination and outlined within the Medical Examination Form Instructions (Attachment 1 through Attachment 4). This drug screen should follow within the policy and guidelines of the State's General Order No. 220 (Exhibit A).

9. Contract Section A.14. is deleted in its entirety and replaced with the following:
 - A.14. The Contractor shall perform a non-Department of Transportation (non-DOT) breath alcohol test on State's employees as directed by the State's appointing authority and in compliance with the State's General Order No. 221 (Exhibit B and Attachment 10). These results should be reported to the State's Human Resources Director (see Attachment 12), IN WRITING, within twenty-four (24) hours.

10. Contract Section A.16. is deleted in its entirety and replaced with the following:
 - A.16. The Contractor shall perform consultative examinations, via review of medical documents, with written report (i.e.: fitness-for-duty or second opinion) (Attachment 6) to determine that the employee can be released to perform their full essential job duties. The review shall only pertain to the medical reason the employee has been on extended leave, including Family Medical Leave Act (FMLA), Workers Compensation claim, sick leave, compensatory leave, annual leave, administrative leave, light-duty status, and fitness for duty status. The written report shall certify whether an employee is physically capable of performing their essential job functions. Furthermore, any additional lab work, x-rays, or other pertinent tests to be ordered by the Contractor as deemed necessary, shall have written approval by the authorized Individuals (see Attachment 12) and shall be at the expense of the individual, not the State.

11. Contract Section A.17. is deleted in its entirety and replaced with the following:
 - A.17. The Contractor shall perform examinations, with written report (i.e.: fitness-for-duty or second opinion) (Attachment 6), on employees who need an exam due to work related reasons or employees who are returning from extended leave, including Family Medical Leave Act (FMLA), Workers Compensation claim, sick leave, compensatory leave, annual leave, administrative leave, light-duty status, and fitness for duty status. Employees will be asked to submit to an exam, performed by the Contractor, to determine that sick leave is not being abused and/or that the employee can be released to perform their full essential job duties. The review shall only pertain to the medical reason the employee has been on sick leave. The written report shall certify whether an

employee is physically capable of performing their essential job functions. Furthermore, any additional lab work, x-rays, or other pertinent tests to be ordered by the physician as deemed necessary, must have written approval by the Authorized Individuals (see **Attachment 12**) and will be at the expense of the individual, not the State.

12. Contract Section A.18. is deleted in its entirety and replaced with the following:

A.18. If an applicant/employee does not meet minimum standards of performing their essential job functions (as outlined in Sections A.8, **A.16.** and **A.17.**) and such reason is correctable within thirty (30) days, the Thirty (30) Day Notification of Immediate Action Required Form (**Attachment 6**) shall be completed by the Contractor. The applicant/employee is required to return to the Contractor's location for re-evaluation within thirty (30) days from the date of the original exam so that a determination relative to meeting the minimum standards can be decided. This review of the individual's own physician report shall be included as part of the service required in Section A.8, **A.16.** and **A.17.**

13. Contract Section A.21. is deleted in its entirety and replaced with the following:

A.21. The Contractor shall be responsible for providing a medical review board for the State for the purpose of periodic documentary review of medical records as mandated by Tennessee Code Annotated. Such documents, including physician statements, shall be sent from the State to the Contractor and are to be returned to the State with a written recommendation on the form provided, following evaluation. This service includes, but is not limited to, review of requests from the public for reinstatement of driving privileges suspended due to disabling medical conditions (**Attachment 8**).

14. Contract Section A.25. is deleted in its entirety and replaced with the following:

A.25. The Contractor shall be able to perform the following estimated number of evaluations during the Contract period:

Physical Examination – Commercial Driver License Examiners	20
Physical Examination – Digital Forensic Technicians	30
Physical Examination – Communications Dispatchers 1, 2 & Supervisor	80
Physical Examination – Commissioned	160
Physical Review – Fitness for Duty Assessment	100
Physical Review – Driver Improvement	200
Random non-DOT Five-Panel Drug Screen	120
Suspicious Drug & Alcohol Screens	20
Physical Examination –Specialized Training Seminar	15
Periodic Documentary Review of Medical Records	50
Write/Establish Physical Demands Analysis	80
Consultation with Department of Safety for Medical Related Inquiries	50
Hepatitis Vaccinations Administered at Department of Safety Training Center	275

15. Contract Section C.3.b. is deleted in its entirety and replaced with the following:

b. The Contractor shall be compensated based upon the following payment methodology:

SERVICE DESCRIPTION	AMOUNT (per compensable increment)				
	Year One	Year Two	Year Three	Year Four	Year Five
Physical Examination – Commercial Driver License Examiners. Scope of Services A.4 through A.9 & Attachment #1	\$305.00 / exam	\$317.00 / exam	\$330.00 / exam	\$343.00 / exam	\$357.00 / exam
Physical Examination – Communications Dispatchers 1, 2 & Supervisor. Scope of Services A.4 through A.8 & Attachment #2	\$295.00 / exam	\$307.00 / exam	\$319.00 / exam	\$332.00 / exam	\$345.00 / exam
Physical Examination – Commissioned. Scope of Services A.4 through A.9 & Attachment #3	\$675.00 / exam	\$702.00 / exam	\$730.00 / exam	\$759.00 / exam	\$790.00 / exam
Physical Examination – Digital Forensic Technicians. Scope of Services A.4 through A.9 & Attachment #4	\$305.00 / exam	\$317.00 / exam	\$330.00 / exam	\$343.00 / exam	\$357.00 / exam
Physical Review – Fitness for Duty Assessment. Scope of Services A.16 & A.17 & Attachment #7	\$205.00 / review	\$213.00 / review	\$222.00 / review	\$231.00 / review	\$240.00 / review
Physical Review – Driver Improvement. Scope of Services A.21 & Attachment #8	\$145.00 / review	\$151.00 / review	\$157.00 / review	\$163.00 / review	\$170.00 / review
Random non-DOT Five-Panel Drug Screen. Per screen. Scope of Services A.11 & Attachment #9	\$80.00 / screen	\$83.00 / screen	\$87.00 / screen	\$90.00 / screen	\$94.00 / screen
Seven-Panel Drug Screen. Per screen. Scope of Services A.26.	\$90.00 / screen	\$94.00 / screen	\$97.00 / screen	\$101.00 / screen	\$105.00 / screen
Nine-Panel Drug Screen. Per screen. Scope of Services A.26.	\$100.00 / screen	\$104.00 / screen	\$108.00 / screen	\$112.00 / screen	\$117.00 / screen
Ten-Panel Drug Screen. Per screen. Scope of Services A.26.	\$105.00 / screen	\$109.00 / screen	\$114.00 / screen	\$118.00 / screen	\$123.00 / screen
Twelve-Panel Drug Screen. Per screen. Scope of Services A.26.	\$130.00 / screen	\$135.00 / screen	\$141.00 / screen	\$146.00 / screen	\$152.00 / screen
Suspicious Drug & Alcohol Screens. Per Screen. Scope of Services A.11 & A.14 & Attachment #10	\$115.00 / screen	\$120.00 / screen	\$124.00 / screen	\$129.00 / screen	\$135.00 / screen

SERVICE DESCRIPTION	AMOUNT (per compensable increment)				
	Year One	Year Two	Year Three	Year Four	Year Five
Physical Examination Specialized Training Seminar Scope of Services A.19.	\$675.00 / exam	\$702.00 / exam	\$730.00 / exam	\$759.00 / exam	\$790.00 / exam
Periodic Documentary Review of Medical Records. Scope of Services A.21.	\$130.00 / review	\$135.00 / review	\$141.00 / review	\$146.00 / review	\$152.00 / review
Write/Establish Physical Demands Analysis. Scope of Services A.22.	\$175.00 / hour	\$180.25 / hour	\$185.66 / hour	\$191.23 / hour	\$196.96 / hour
Consultation with Department of Safety for Medical Related Inquiries Scope of Services A.23.	\$210.00 / hour	\$218.00 / hour	\$227.00 / hour	\$236.00 / hour	\$246.00 / hour
Hepatitis Vaccinations Administered at Department of Safety Training Center. Scope of Services A.4.	\$115.00 / person	\$120.00 / person	\$124.00 / person	\$129.00 / person	\$135.00 / person
Random non-DOT Six- Panel Drug Screen. Per screen. Scope of Services A.13. and Attachment #9	N/A	N/A	\$350.00 / screen	\$350.00 / screen	\$350.00 / screen

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective June 17, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CAREHERE, LLC:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 34901-00336	Edison ID 48903	Contract # See Edison ID	Amendment # One		
Contractor Legal Entity Name CareHere, LLC.			Edison Vendor ID 0000042623		
Amendment Purpose and Effect(s) The purpose of this amendment is to add 6-panel drug screening using a blood specimen to decrease specimen tampering and diluted/false readings for annual mandatory drug testing for K9 handlers, Evidence Custodians, and Tennessee Highway Patrol task force members. This screening will test for blood alcohol content, as well as, THC, opiates, PCP, cocaine, amphetamines, and oxycodone/oxymorphone.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: January 24, 2021			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 87,500.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$110,146.70	\$0.00	\$0.00	\$0.00	\$110,146.70
2017	\$265,000.00	\$0.00	\$0.00	\$0.00	\$265,000.00
2018	\$265,000.00	\$0.00	\$0.00	\$0.00	\$265,000.00
2019	\$302,500.00	\$0.00	\$0.00	\$0.00	\$302,500.00
2020	\$302,500.00	\$0.00	\$0.00	\$0.00	\$302,500.00
2021	\$167,353.30	\$0.00	\$0.00	\$0.00	\$167,353.30
TOTAL:	\$1,412,500.00	\$0.00	\$0.00	\$0.00	\$1,412,500.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Sonya Hadley Digitally signed by Sonya Hadley DN: cn=Sonya Hadley, o=TN Dept of Safety and Homeland Security, ou=TDOSHS - Budget Division, email=sonya.hadley@tn.gov, c=US Date: 2018.06.27 09:54:02 -05'00'					
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT ONE
OF CONTRACT EDISON ID 48903**

This Amendment is made and entered by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and CareHere, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

- 1. The following shall be added as a new Contract Section A.12. and subsequent sections shall be renumbered accordingly. Section references used in the Payment Methodology chart (Section C.3.b.) will also change accordingly.**

A.12. The Contractor shall perform a six-panel blood drawn non-Department of Transportation (non-DOT) drug screening ("Blood Draw Drug Screening") (Attachment 8) on the State's employees as directed by the Department's appointing authority and in compliance with the State's General Order No. 220 (Exhibit A and Attachments 8 and 9). The blood draw drug screening will be done for the simultaneous and separate detection of marijuana (THC), cocaine (COC), opiates (OPI), amphetamine (AMP), methamphetamine (mAMP), and benzodiazepines (BZO). A second blood draw drug screening would be conducted if the initial test results were positive. These results should be reported to the State's Human Resources Director (see Attachment 11) IN WRITING, within seventy-two (72) hours, OR, if needed, within twenty-four (24) hours for emergency situations. This should, in no part, impede the legalities of the Medical Review Officer (MRO) who is held accountable (according to MRO reporting guidelines pertaining to DOT drug screens).

- 2. Contract Section C.1. is deleted in its entirety and replaced with the following:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million Four Hundred Twelve Thousand Five Hundred Dollars and No Cents (\$1,412,500.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it shall buy any minimum quantity of goods or services under this Contract.

Subject to the terms and conditions of this Contract, the Contractor shall only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

- 3. The following new line item shall be added to Contract Section C.3.b. (Payment Methodology chart):**

SERVICE DESCRIPTION	AMOUNT (per compensable Increment)				
	Year One	Year Two	Year Three	Year Four	Year Five
Random non-DOT Six-Panel Drug Screen. Per screen. Scope of Services A.12. and Attachment #8	N/A	N/A	\$350 / screen	\$350 / screen	\$350 / screen

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective September 8, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CAREHERE, LLC:

Amendment Effective Date. The revisions set forth herein shall be effective September 8, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,
CAREHERE, LLC:**



June 26, 2018

SIGNATURE

DATE

Ernest Clevenger, President

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:



6-27-18

DAVID W. PURKEY, COMMISSIONER

DATE

Document Approval Status

SetID SHARE	Contract ID 0000000000000000000048903
Supplier Care Here LLC	

[Review/Edit Approvers](#)

Agency Approvals

SHARE/00000000000000000000000048903: **Approved** [View/Hide Comments](#)

Agency Approvals

Self Approved ✓ Shoney D Naquin Document Approval 1 07/02/18 - 11:34 AM	→	Self Approved ✓ Shoney D Naquin Document Approval 2 07/02/18 - 11:34 AM
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CPO Level 1 & 2 Approvals

Approved ✓ Charles Key Document Approval 3 07/02/18 - 11:47 AM
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Comments

Comment History

Budget Office - Amendments

SHARE/00000000000000000000000048903: **Approved** [View/Hide Comments](#)

Budget Approval Amendment> 25K

Approved ✓ Derek Mitchell Con - Budget Office Approval 07/06/18 - 8:01 AM

Comment History

Comptroller Special Appr

SHARE/00000000000000000000000048903: **Approved** [View/Hide Comments](#)

Negotiations

Approved ✓ Trent Andrews Document Approval - Comptrolle 07/09/18 - 10:44 AM

Comments

Comment History

CPO Final Contract Approval

SHARE/00000000000000000000000048903: **Approved** [View/Hide Comments](#)

CPO Final Contract Approval

Approved ✓ Ellen Lipinski Document Approval 3 07/09/18 - 11:49 AM

Comment History

Comments 

[Return to Document Management](#)



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date 1/25/2016	End Date 1/24/2021	Agency Tracking # 34901-00336	Edison Record ID 48903
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Contractor Legal Entity Name CareHere, LLC	Edison Vendor ID 42623
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Goods or Services Caption (one line only)
Physical Examinations and other Medical Related Services for State Applicants and Employees

Contractor <input checked="" type="checkbox"/> Contractor	CFDA #
---	---------------

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
16	\$110,146.70				\$110,146.70
17	\$265,000.00				\$265,000.00
18	\$265,000.00				\$265,000.00
19	\$265,000.00				\$265,000.00
20	\$265,000.00				\$265,000.00
21	\$154,853.30				\$154,853.30
TOTAL:	\$1,325,000.00				\$1,325,000.00

Contractor Ownership Characteristics:

Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

Competitive Selection Full

Other Describe the selection process used and submit a Special Contract Request

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Doyle Ho

Speed Chart (optional)	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Department of Safety and Homeland
Security
AND
CareHere, LLC**

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security ("State") and CareHere, LLC ("Contractor"), is for the provision of medical services for State applicants and employees including physical examinations, physical reviews, drug and alcohol screenings, specialized training seminars examinations, review of medical records, establishing physical demands analysis, consultation with State for medical related inquiries, and hepatitis vaccinations, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Limited Liability Company.

Contractor Place of Incorporation or Organization: 5141 Virginia Way, Suite 350,
Brentwood, TN 37027

Contractor Edison Registration ID # 0000042623

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall be a Doctor of Medicine (M.D.) and shall possess an active and valid medical license in Tennessee.
- A.3. Services including physical examinations, physical reviews, specialized training seminars examinations, review of medical records, establishing physical demands analysis, consultation with State for medical related inquiries, and hepatitis vaccinations shall be made available in Davidson County, Tennessee, or an contiguous county to Davidson. Drug and alcohol testing shall be available in locations as specified in A.14. of this Contract.
- A.4. All work as required in Attachment 1 through Attachment 7 shall be performed, completed and managed at the Contractor's site, except hepatitis vaccinations as requested by the State. The State shall NOT provide work space for the Contractor; with the exception of the Contractor performing hepatitis vaccinations at the State's Training Center located at 283 Stewart's Ferry Pike, Nashville, TN. All services described in Attachment 1 through Attachment 7 shall be performed by the Contractor and shall not be subcontracted. Services in Attachment 8 may be subcontracted.
- A.5. Procedures regarding appointment notification for applicants/employees shall be established by the State.
- A.6. The Contractor shall review the individual's Medical History Form and by signing the document certify that based on the information recorded the individual is capable of meeting physical fitness requirements.
- A.7. The Medical Examination Form Instructions shall be followed as a guideline by the Contractor to determine whether an applicant is/is not able to meet the minimum job requirements.



- A.8. The Contractor shall perform the tests necessary to qualify/disqualify an applicant based on the categories listed on the Physical Examination Form, including the hearing standards requirements (Attachment 1 through Attachment 3). Furthermore, any additional lab work, x-rays, or other pertinent tests suggested by the Contractor to the individual and agreed to be performed by the individual, shall be an expense borne by the individual and not by the State. The State shall not be financially responsible for additional work not contemplated by this Contract.
- A.9. The Physical Demands Analysis Form, relating to the appropriate job classification the applicant is applying for shall be completed in its entirety by the Contractor. The applicant shall be tested to determine if he/she is able to meet the minimum physical requirements of that particular job classification.
- A.10. In the case of a commissioned employee, such certification shall be documented on the appropriate Peace Officer Standards and Training Commission Application for Certification-Law Enforcement Officer Form (Attachment 4).
- A.11. The Contractor shall perform a five-panel non-Department of Transportation (non-DOT) drug screening (Attachment 8) on State's employees as directed by the Department's appointing authority and in compliance with the State's General Order No. 220 (Exhibit A and Attachments 8 and 9). A second drug screening would be conducted if the initial test results were positive. These results should be reported to the State's Human Resources Director (see Attachment 11) IN WRITING, within seventy-two (72) hours, OR, if needed, within twenty-four (24) hours for emergency situations. This should, in no part, impede the legalities of the Medical Review Officer (MRO) who is held accountable (according to MRO reporting guidelines pertaining to DOT drug screens).
- A.12. The Contractor shall perform a nine-panel drug screen on all (pre-employment) applicants as requested on the Physical Examination and outlined within the Medical Examination Form Instructions (Attachment 1 through Attachment 3). This drug screen should follow within the policy and guidelines of the State's General Order No. 220 (Exhibit A).
- A.13. The Contractor shall perform a non-Department of Transportation (non-DOT) breath alcohol test on State's employees as directed by the State's appointing authority and in compliance with the State's General Order No. 221 (Exhibit B and Attachment 9). These results should be reported to the State's Human Resources Director (see Attachment 11), IN WRITING, within twenty-four (24) hours.
- A.14. The Contractor shall be responsible for providing drug and alcohol testing services. Drug and alcohol screening facilities shall be available in each of the following eight (8) counties: Davidson, Hamilton, Knox, Lawrence, Madison, Putnam, Shelby, and Sullivan. These services may be subcontracted.
- A.15. The Contractor shall perform consultative examinations, via review of medical documents, with written report (i.e.: fitness-for-duty or second opinion) (Attachment 6) to determine that the employee can be released to perform their full essential job duties. The review shall only pertain to the medical reason the employee has been on extended leave, including Family Medical Leave Act (FMLA), Workers Compensation claim, sick leave, compensatory leave, annual leave, administrative leave, light-duty status, and fitness for duty status. The written report shall certify whether an employee is physically capable of performing their essential job functions. Furthermore, any additional lab work, x-rays, or other pertinent tests to be ordered by the Contractor as deemed necessary, shall have written approval by the authorized Individuals (see Attachment 11) and shall be at the expense of the individual, not the State.
- A.16. The Contractor shall perform examinations, with written report (i.e.: fitness-for-duty or second opinion) (Attachment 6), on employees who need an exam due to work related reasons or employees who are returning from extended leave, including Family Medical Leave Act (FMLA), Workers Compensation claim, sick leave, compensatory leave, annual leave, administrative leave, light-duty status, and fitness for duty status. Employees will be asked to submit to an exam, performed by the Contractor, to determine that sick leave is not being abused and/or that the employee can be released to perform their full essential job duties. The review shall only pertain to the medical reason the employee has been on sick leave. The written report shall



certify whether an employee is physically capable of performing their essential job functions. Furthermore, any additional lab work, x-rays, or other pertinent tests to be ordered by the physician as deemed necessary, must have written approval by the Authorized Individuals (see Attachment 11) and will be at the expense of the individual, not the State.

- A.17. If an applicant/employee does not meet minimum standards of performing their essential job functions (as outlined in Sections A.8, A.15 and A.16) and such reason is correctable within thirty (30) days, the Thirty (30) Day Notification of Immediate Action Required Form (Attachment 5) shall be completed by the Contractor. The applicant/employee is required to return to the Contractor's location for re-evaluation within thirty (30) days from the date of the original exam so that a determination relative to meeting the minimum standards can be decided. This review of the individual's own physician report shall be included as part of the service required in Section A.8, A.15 and A.16.
- A.18. State employees are required periodically to submit to various levels of physical examinations before attending specialized training seminars. These employees shall be subject to the specialized training seminar examination performed by the Contractor. The examinations shall be equivalent to the Commissioned physical examination in Attachment 3.
- A.19. The results of the physical examination shall be delivered to the State's Human Resources Office, by U.S. mail, within ten (10) working days after the physical examination is given. If an applicant is deemed "not recommended for hire", the results shall be corresponded by telephone to the Authorized Individuals within two (2) working days after the physical examination is given and followed by mailing the results within ten (10) working days.
- A.20. The Contractor shall be responsible for providing a medical review board for the State for the purpose of periodic documentary review of medical records as mandated by Tennessee Code Annotated. Such documents, including physician statements, shall be sent from the State to the Contractor and are to be returned to the State with a written recommendation on the form provided, following evaluation. This service includes, but is not limited to, review of requests from the public for reinstatement of driving privileges suspended due to disabling medical conditions (Attachment 7).
- A.21. The Contractor shall write and/or establish new physical demands analysis upon written request of the State.
- A.22. Upon written request by the State, the Contractor shall provide consultation to the State regarding medical related inquiries pertaining to any of the outlined examinations performed, or expected to be performed.
- A.23. Contractor shall not be paid for appointment cancellations, failure to keep appointments, failure to arrive for appointments at the scheduled time and any other situation where a service is not actually provided.
- A.24. The Contractor shall be able to perform the following estimated number of evaluations during the Contract period:

Physical Examination – Commercial Driver License Examiners	20
Physical Examination – Communications Dispatchers 1, 2 & Supervisor	80
Physical Examination – Commissioned	160
Physical Review – Fitness for Duty Assessment	100
Physical Review – Driver Improvement	200



Random non-DOT Five-Panel Drug Screen	120
Suspicious Drug & Alcohol Screens	20
Physical Examination –Specialized Training Seminar	15
Periodic Documentary Review of Medical Records	50
Write/Establish Physical Demands Analysis	80
Consultation with Department of Safety for Medical Related Inquiries	50
Hepatitis Vaccinations Administered at Department of Safety Training Center	275

A.25. At the request of the State, the Contractor shall be able to perform a 7-Panel, 9-Panel, 10 - Panel or 12 - Panel Drug Screening. A second drug screening shall be conducted if the initial test results are positive. These results should be reported to the State's Human Resources Director (see Attachment 11) IN WRITING, within seventy-two (72) hours, OR, if needed, within twenty-four (24) hours for emergency situations. This should, in no part, impede the legalities of the Medical Review Officer (MRO) who is held accountable (according to MRO reporting guidelines pertaining to DOT drug screens). The MRO has ten (10) days from notification to report a non-contact positive drug-test result.

A.26. Direct Secure Messaging

- a. If reports, spreadsheets, or other documents, prepared by the Contractor, include Patient Health Information (PHI), the Contractor is required to use DIRECT Secure Messaging using a DIRECT accredited Health Information Service Provider to transport those documents to the Procuring State Agency staff.
- b. If the Contractor subcontracts services to external providers or other third party medical services and PHI is transported from these Subcontractors to the Contractor or PHI is transported from these external drug testing confirmation service providers to the Procuring State Agency, the PHI shall be transported via DIRECT Secure e-mail using a DIRECT accredited Health Information Service Provider (HISP).

A.27. Warranty. Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

A.28. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30)



days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on (1/25/16) ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million Three Hundred Twenty Five Thousand Dollars (\$1,325,000) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

SERVICE DESCRIPTION	AMOUNT (per compensable increment)				
	Year One	Year Two	Year Three	Year Four	Year Five
Physical Examination – Commercial Driver License Examiners. Scope of Services A.4 through A.9 & Attachment #1	\$305.00 / exam	\$317.00 / exam	\$330.00 / exam	\$343.00 / exam	\$357.00 / exam
Physical Examination – Communications Dispatchers 1, 2 & Supervisor. Scope of Services A.4 through A.8 & Attachment #2	\$295.00 / exam	\$307.00 / exam	319.00 / exam	\$332.00/ exam	\$345.00/ exam
Physical Examination – Commissioned. Scope of Services A.4 through A.9 & Attachment #3	\$675.00 / exam	\$702.00 / exam	\$730.00 / exam	\$759.00 / exam	\$790.00 / exam



Physical Review – Fitness for Duty Assessment.	\$205.00 / review	\$213.00 / review	\$222.00 / review	\$231.00 / review	\$240.00 / review
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SERVICE DESCRIPTION	AMOUNT (per compensable increment)				
	Year One	Year Two	Year Three	Year Four	Year Five
Scope of Services A.15 & A.16 & Attachment #6					
Physical Review – Driver Improvement Scope of Services A.20 & Attachment #7	\$145.00 / review	\$151.00 / review	\$157.00 / review	\$163.00 / review	\$170.00 / review
Random non-DOT Five-Panel Drug Screen. Per screen. Scope of Services A.11 & Attachment #8	\$80.00 / screen	\$83.00 / screen	\$87.00 / screen	\$90.00 / screen	\$94.00 / screen
Seven-Panel Drug Screen. Per screen. Scope of Services A.25.	\$90.00 / screen	\$94.00 / screen	\$97.00 / screen	\$101.00 / screen	\$105.00 / screen
Nine-Panel Drug Screen. Per screen. Scope of Services A.25.	\$100.00 / screen	\$104.00 / screen	\$108.00 / screen	\$112.00 / screen	\$117.00 / screen
Ten-Panel Drug Screen. Per screen. Scope of Services A.25.	\$105.00 / screen	\$109.00 / screen	\$114.00 / screen	\$118.00 / screen	\$123.00 / screen
Twelve-Panel Drug Screen. Per screen. Scope of Services A.25.	\$130.00 / screen	\$135.00 / screen	\$141.00 / screen	\$146.00 / screen	\$152.00 / screen
Suspicious Drug & Alcohol Screens. Per Screen. Scope of Services A.11 & A.13 & Attachment #9	\$115.00 / screen	\$120.00 / screen	\$124.00 / screen	\$129.00 / screen	\$135.00 / screen
Physical Examination Specialized Training Seminar Scope of Services A.18.	\$675.00 / exam	\$702.00 / exam	\$730.00 / exam	\$759.00 / exam	\$790.00 / exam
Periodic Documentary Review of Medical Records. Scope of Services A.20	\$130.00 / review	\$135.00 / review	\$141.00 / review	\$146.00 / review	\$152.00 / review
Write/Establish Physical Demands Analysis. Scope of Services A.21.	\$175.00 / hour	\$180.25 / hour	\$185.66 / hour	\$191.23 / hour	\$196.96 / hour
Consultation with Department of Safety for Medical Related Inquiries Scope of Services A.22.	\$210.00 / hour	\$218.00 / hour	\$227.00 / hour	\$236.00 / hour	\$246.00 / hour
Hepatitis Vaccinations Administered at Department of Safety Training Center. Scope of Services A.4.	\$115.00 / person	\$120.00 / person	\$124.00 / person	\$129.00 / person	\$135.00 / person

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.



- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Tennessee Department of Safety and Homeland Security
Human Resources Division
1150 Foster Avenue
Nashville, TN 37243-1000

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: TDOSHS Human Resources Division
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in



accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Ms. Kelly Knight
1150 Foster Avenue,
Nashville, TN 37243-1000
Kelly.Knight@tn.gov
Phone: (615) 251-5209
Fax: (615) 401-6796

Concentra:

Ernie Clevenger, President
CareHere, LLC
5141 Virginia Way, Suite 350
Brentwood, TN 37027
EClevenger@CareHere.com
Telephone # 615-975-9010

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.



- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show



proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 10, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or



provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.



- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22 Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.



- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;



- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
- f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Errors and Omission Coverage with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- b. The Contractor shall provide a valid Certificate of Insurance naming the State as an additional insured and detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Contractor shall obtain from Contractor's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.



- E.4. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.6. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.8. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to **34901-00268** (Attachment B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.



- E.9. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.10. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.11: Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual



letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

- E.11. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

IN WITNESS WHEREOF, CareHere:

BBA

1/25/16

CONTRACTOR SIGNATURE

DATE

Ben Baker, COO

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

Bill Gibbons

1-25-16

Bill Gibbons, Commissioner

DATE



GENERAL ORDER

Number: 220
Page: 1 of 7
Subject: Employee Alcohol and Drug Testing
Date: 24 October 2008
Distribution: All DOS Employees

I. PURPOSE:

To establish policy and procedures concerning the above captioned subject for employees of and applicants to specific positions in the Department of Safety.

II. POLICY:

It shall be the policy of the Tennessee Department of Safety to provide its employees with a safe work place free from the effects of drugs and alcohol. The Department has a compelling interest in ensuring that the duties of its employees are performed free of any risk of impairment by the use of alcohol or controlled substances. The safety and well being of the citizens who impose their trust in this Department demands it. In order to provide for the protection of the public and the well-being of its employees, the Department shall have the right and authority to require employees to submit to substance abuse testing.

III. DEFINITIONS:

- A. Controlled Substance: Any drug as defined in 21 U.S.C. 802(6) Controlled Substance Act and the Anabolic Steroids Act of 1990 and 2004, any other federal regulations, and TCA 39, Chapter 17, Part 4 which has been declared by federal or state law to be illegal for sale or use, but may be dispensed under a physician's prescription. This would include prescribed drugs used illegally.
- B. Random Testing: The unannounced drug testing in which every individual has an equal chance of being selected for testing.
- C. Drug Test: The compulsory production and submission of specimens by an employee in accordance with Department procedures, for analysis to detect prohibited drug or alcohol usage. For the purpose of this Order "drug test" can be used interchangeably with "substance abuse test."
- D. Automatic Testing: Mandatory testing upon the occurrence of certain events disclosed in this Order.
- E. Illegal Drug: Any drug for which possession and/or use is prohibited by law.

***This Order Supersedes General Order(s): 220, 30 December 1995, 220-1, 15 August 2001.
C.A.L.E.A. Standard(s) 52.2.7**



- F. Illegal Drug Use: As used herein, illegal use of drugs shall include the illicit use, procurement, possession, distribution, or delivery of narcotics or controlled substances.
- G. Substance Abuse: The use of any illegal substance, of a legal substance in excess of the recommended dosage, of the legal substance prescribed for another person, or of alcohol to the point of impairment. This shall also include the use of prescription drugs outside of their intended use or inconsistent with the purpose and direction under which they were originally prescribed.
- H. Reasonable Suspicion: Drug testing based on a belief that an employee is using or has used drugs in violation of Department General Orders. Reasonable suspicion must be based on articulable facts and circumstances. These facts and circumstances must include, but are not limited to, credible reports from others, observations, appearance, behavior, action(s), conduct and/or speech, odors. For the purpose of this Order, it is a suspicion of illegal drug use, or the impermissible use of alcohol, based on reasons that can be articulated or explained.
- I. Medical Review Officer (MRO): A licensed doctor of medicine with knowledge of drug testing and drug abuse disorders.
- J. Medical Provider: The contractual medical group responsible for conducting the Department's physical and laboratory examinations.
- K. Human Resources Office: For purposes of this policy shall mean the Department of Safety's Human Resources Office.

IV. APPLICABLE PERSONS:

- A. This policy shall encompass individuals which fall under the following categories:
 - 1. Applicants applying for a commissioned position;
 - 2. Applicants applying for a dispatcher position;
 - 3. Applicants applying for a driver license examiner position;
 - 4. Applicants applying for a position which involves a high degree of competency or other safety-sensitive positions as determined by the Commissioner;
 - 5. Commissioned members, dispatchers and driver license examiners of the Department of Safety:
 - a. Reasonable suspicion drug testing -- as previously defined.



- b. Random testing -- as previously defined. This type of testing will occur periodically and testing times will be unannounced.
 - c. Automatic testing -- members will be tested when the use of deadly force is exercised by the discharge of a firearm(s) or any other incident in which a fatality or serious bodily injury occurs as a result of the member's actions.
6. Any employee that the Commissioner, through evidence presented, has reasonable suspicion to believe has been using and/or abusing controlled substances.
- a. Such reasonable suspicion must be evidenced by written statement(s) and forwarded through the chain of command in accordance with General Order 216-1, "Ethics, Compliments, Complaints and Disciplinary Regulations." In the event of exigent circumstances, information may be orally communicated; however, written documentation must be submitted as soon as practicable thereafter.
 - b. Written statement(s) will include, at a minimum, locations, times, witnesses, sequence of events, and behavior patterns.
 - c. It is vitally important to disclose all information on the initial report.
- B. Applicants applying for commissioned positions, dispatcher, driver license examiner or other safety-sensitive positions, as determined by the Commissioner, shall be automatically tested and such test will be given prior to employment and conducted in conjunction with all other pre-employment requirements. Testing procedures for applicants will be performed in accordance with guidelines established by the Department of Safety's medical provider.

Nothing in this Order shall be construed so as to promote the violation of any rights guaranteed by the Fourth and Fifth Amendments of the United States Constitution.

V. REFUSAL TO TEST:

A. Employee Refusal:

1. If, after being informed of the impending test, the selected employee refuses to submit to such test, the refusing employee must indicate his/her refusal by checking the appropriate box on the "Employee/Applicant Drug and/or Alcohol Pre-Test Disclosure/Refusal Form" (SF-1155). The Employee refusing the test shall be subject to the following actions:



- a. Probationary Employee - The employee shall be immediately terminated, and shall not be recommended for re-hire by the Department of Safety;
- b. Non-Probationary Employees The employee shall be immediately suspended and placed on administrative leave with pay pending due process (General Order No. 212, "Suspensions"), and will be subjected to disciplinary actions up to and including dismissal. The provisions contained in General Order No. 213, "Dismissals", General Order 216- 1, "Ethics, Compliments, Complaints and Disciplinary Regulations." and General Order 216-3; "Grievance Procedure" and other applicable state laws and regulations will be followed.

B. Applicant Refusal:

- I. If the applicant refuses to submit to such test, the Department's medical provider will so document and note the refusal on the appropriate form supplied by and made available at the testing facility.
 - a. The medical provider will immediately notify the Department of Safety, Human Resources Division, and the selection process will be terminated. The applicant shall not be considered for employment from that register..

VI. IMMEDIATE REMOVAL FROM DUTY:

- A. Any employee or member of the Tennessee Department of Safety who reports to duty, or at any time while on duty exhibits behavior indicative of controlled substance use or abuse as evidenced by provisions contained in TCA 50-9-103 (14), will be subject to immediate removal from their duties by a supervisor.
- B. Due to the exigent nature of alcohol dissipation in a person's body, supervisors are authorized by the Commissioner to immediately remove employees or members from duty when any employee or member of the Department of Safety reports to duty or while on duty exhibits behavior indicative of alcohol use or abuse.
- C. Supervisors must have developed reasonable suspicion before such action occurs.
- D. Supervisors are authorized by the Commissioner to immediately remove employees or members from duty. Written approval from the Commissioner or the Commissioner's designee must be obtained as soon as possible after removing the employee or member.



- E. Employees or members acting in a dangerous or otherwise unlawful manner will be immediately removed from the workplace. In these instances it is not necessary to provide "minimum due process" prior to removal. Minimum due process will be provided after removal as soon as practicable. Employees or members, in this case, may be placed on leave or on immediate suspension without pay. (Authority 1120-10-.04, Department of Human Resources' Rules and Regulations.)
- F. In addition to removal from duties, commissioned members will surrender their duty weapon(s), badge, commissioned Departmental identification, and vehicle to a supervisor pending the results of the investigation.

viii. EMPLOYEE TESTING PROCEDURES:

- A. Alcohol and Drug Testing:
 - 1. When any member or employee is to be immediately tested for illegal use or abuse of alcohol, based upon reasonable suspicion, a supervisor shall ensure that the employee or member is provided with transportation to a location in close proximity where approved collection procedures are available.
 - a. In cases of immediate testing, collection of specimen(s) must be witnessed by a supervisor of the Department of Safety or a member of the Office of Professional Responsibility, when applicable.
 - 2. Automatic testing will occur when any member or employee has exercised the use of deadly force by use of a firearm, which causes an injury or death. Automatic testing for employees and members will occur at any time a fatality or serious bodily injury occurs as a result of a traffic crash involving a Departmental or state owned vehicle operated by an employee or member. Collection procedures will be consistent with guidelines established in the Evidence Policy and Procedure Manual.
 - 3. In relation to alcohol presence, and because of the body's ability to dissipate the presence of alcohol in a relatively short period of time, alcohol testing may occur immediately following a reasonable suspicion determination. If immediate testing is required, employees or members will be tested as soon as possible and at the most convenient approved facility.
 - 4. Employee random testing will be scheduled in advance by the Human Resources Division and the Department's medical provider.
 - 5. Prior to taking the test, all employees shall be required to complete an Employee/Applicant Drug and/or Alcohol Pre-Test Disclosure/Refusal Form (SF-1155) on which they will list any medication being taken or any other reason for having been exposed to potentially illicit drugs in the preceding thirty (30) days.



- a. The employee shall complete and sign the form and seal it in an envelope. The envelope shall immediately be sent by the employee's supervisor to the Human Resources Office.
- b. If the test results are negative, the form will be destroyed by the Human Resources Office without the envelope being opened.
- c. If the test results are positive, the form will be forwarded to the M.R.O. by the Human Resources Office. The form will then be utilized by the M.R.O. and by the Commissioner or the Commissioner's designee for determination of the proper course of disciplinary action.

B. Applicant Testing:

1. Applicant testing will be scheduled in advance by the Human Resources Division and the Department's medical provider.
2. The applicant shall complete and sign a form approved and made available by the medical provider at the testing facility. The form will then be retained by the medical provider.
 - a. If the test results are negative, no action occurs. The form remains with the applicant's medical records.
 - b. If the test results are positive, the form will be forwarded to the M.R.O. by the medical provider. The M.R.O. will review the results and determine if there is an acceptable reason for the positive analysis. If the M.R.O. determines that there is no acceptable reason, the Department of Safety will be immediately notified, through the medical provider, so the proper course of action can be taken. Specimen collection procedures for employees/applicants shall include the taking of a sample which will be divided into two parts, hereafter referred to as split samples.
3. After the collection, each split sample will be sealed and initialed by both the employee/applicant and the collector. Adequate safeguards will be taken to ensure the accuracy and integrity of the samples.
4. The chain of custody must be properly maintained up to and through final analysis.

C. Analysis shall begin by testing one (1) of the split samples.

1. Testing will be conducted according to The National Institute on Drug Abuse (N.I.D.A.) standards and shall be conducted by an N.I.D.A. certified laboratory.



2. If the result of the first split sample is positive the medical provider will forward all information to the M.R.O. The M.R.O. shall open and evaluate form SFI 155 or any other approved form supplied by the medical provider which has been previously submitted. The tested individual may be afforded an opportunity to discuss a positive test result. If the first split sample is verified positive, or detects a controlled substance determined to be present without legitimate reason, the second split sample will immediately be sent to a separate laboratory testing facility.
3. If second split sample tests negative, the results are canceled.

VII. POSITIVE TEST RESULTS:

- A. The M.R.O. shall report, through the medical provider, a verified positive test result, along with documentation, to the Department. The Commissioner or a designee shall review the information and determine the proper course of action. Action may be mitigated based on the following:
 1. The employee/applicant possesses a current, valid prescription from a licensed physician for the detected substance;
 2. The employee/applicant has specified on their pre-test disclosure form the substance detected;
 3. The employee/applicant presents a valid reason for the positive analysis as determined by the Commissioner.
- B. Should any reasons for a positive test result be unacceptable, the following actions will occur:
 1. Applicants - The selection process shall be terminated, and the applicant shall not be considered for appointment from that register.
 2. Probationary Employees - The probationary employee shall be terminated, and the employee shall not be recommended for re-hire by the Department of Safety.
 3. Non-Probationary Employees - Employees of this group shall be suspended and subjected to disciplinary action referred to in Section V. and VI., of this Order.



Exhibit B



GENERAL ORDER

Number:	221
Page:	1 of 4
Subject:	Alcohol and Drug Free Workplace
Date:	24 October 2008
Distribution:	All DOS Employees

I. PURPOSE:

To establish policy and procedure for employees of the Tennessee Department of Safety as it relates to the Drug Free Workplace Act of 1988.

II. POLICY:

- A. The Tennessee Department of Safety is committed to providing the highest quality of law enforcement and other safety services to the citizens. The Department has a compelling interest in ensuring that the duties of its employees are performed free of any risk of impairment by the use of alcohol or controlled substances. Therefore, it shall be the policy of the Department of Safety to strictly prohibit the unlawful manufacture, distribution, possession or use of a controlled substance, as defined in 21 U.S.C. 802(6) Controlled Substance Act and the Anabolic Steroids Act of 1990 and 2004, any other federal regulations, and Tennessee Code Annotated (TCA) 39, Chapter 17, Part 4, in or on state property. The Department of Safety strictly prohibits the use, distribution, or possession of steroids in or on state property unless prescribed by medical personnel duly licensed in the State of Tennessee. The Department of Safety strictly prohibits the use or possession of alcohol in or on state property.
- B. To achieve these goals, the Department of Safety prohibits the following:
- Possession, distribution, dispensing, selling, purchase, manufacturing of a controlled substance, or using any illegal drug at the workplace, in Department vehicles or while performing any duties for or on behalf of the Department.
 - Possessing or consuming alcoholic beverages at the workplace, in Department vehicles, or while performing any duties for or on behalf of the Department.
 - Possession and use of prescription drugs that have not been prescribed for the employee, which may affect the employee's performance of duties, by medical personnel duly licensed in the State of Tennessee or duly licensed personnel within the United States, at the workplace, in Department vehicles or while performing any duties for or on behalf of the Department.

***This Order Supersedes General Order(s): 221, 30 September 2003.
C.A.L.E.A. Standard(s): 35.1.9**



No.221
24 October 2008
Page 2 of 4

- Possession, distribution or use of over-the-counter and prescription steroids, unless prescribed for a specific medical condition by medical personnel duly licensed by the State of Tennessee or duly licensed within the United States, at the workplace, in Department vehicles or while performing any duties for or on behalf of the Department.
 - Off-the-job illegal drug use which could adversely affect an employee's job performance or which could jeopardize the safety of others, the public, or Department equipment.
 - It should be noted that some over-the-counter supplements can synthesize to steroids. The burden of proof that the substance taken will not synthesize to steroids will be the responsibility of the employee. The cost of any testing required to scientifically prove the substance will not synthesize to steroids will be the responsibility of the employee.
- C. Any employees who are arrested for off-the-job drug activity may be considered to be in violation of this policy. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the Department and any other factors relating to the impact and circumstances of the employee's arrest. Any employee who violates this policy is subject to corrective action up to and including termination of employment.
- D. The use of some drugs is detectable for several days. The detection of such drugs or the presence of alcohol will be considered being "under the influence."

III. PROCEDURES:

- A. Each employee is required by law to inform this agency within five (5) days after he/she is convicted for violation of any federal or state criminal drug statute where such violation occurred in or on state property.
- B. The Department of Safety must then notify any U.S. Government agency with which any grant was made within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of such conviction.
- C. If an employee is convicted of violating any criminal drug statute while at the workplace, he or she will be subject to discipline up to and including termination.
- a. Alternatively, the Department may require the employee to successfully complete a drug abuse program sponsored by an approved or governmental institution.
- D. As a condition of employment or continued employment on any federal government grant, the law requires all employees to abide by this policy.



IV. DEFINITIONS:

A. Controlled Substance:

For the purpose of this policy, controlled substance means a controlled substance in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. Section 812) and further defined in regulation 21 CFR 1308-11-1308.15 and any other federal regulations. These are drugs that have a high potential for abuse and includes, but are not limited to, heroin, marijuana, cocaine, PCP, crack, and methamphetamines. This also includes legal drugs which have not been prescribed by a licensed physician or legal drugs which have not been prescribed by a licensed physician for use by the employee.

B. Conviction:

For the purpose of this policy, conviction means a finding of guilt including a plea of nolo contendere, or imposition of sentence, or both, by a judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

C. Drug Free Workplace:

A site for the performance of work done in connection with an employee's job at which employees are prohibited from engaging in unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

D. Illegal Drug:

For the purpose of this policy, illegal drug means any drug (a) not legally obtainable or (b) legally obtainable but not legally obtained or used. Therefore, the term includes prescription drugs obtained illegally and prescription drugs not being used for prescribed purposes. It also includes marijuana, cocaine, heroin and derivatives of those drugs among other illegal drugs.

E. Legal Drug:

For the purpose of this policy, legal drug includes prescribed and over-the-counter drugs legally obtained and being used for the purpose they were prescribed and/or manufactured.

F. Under the Influence:

For the purpose of this policy, under the influence means that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance.



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24 October 2008
Page 4 of 4

V. EMPLOYEE ASSISTANCE PROGRAM (EAP):

While the Department does not condone the abuse of alcohol, prescription drugs, and/or illegal drugs, the Department does recognize that addiction to drugs and/or alcohol can be treated. If you or your eligible dependents recognize a personal addiction or abuse problem, the EAP is a confidential resource designed to assist in dealing with challenges and problems such as substance abuse. You or your eligible dependents can reach an EAP representative at 800-308-4934 or www.magellanhealth.com.

ACKNOWLEDGEMENT

I hereby certify that I have received a copy of the Tennessee Department of Safety's policy regarding the Drug Free Workplace. I realize that the unlawful manufacture, distribution, possession, dispensing, or use of a controlled substance is prohibited in or on state property and violation of this policy can subject me to discipline up to and including termination. I realize that as a condition of employment, I must abide by the terms of this policy and will notify the department of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction. I further realize that federal law mandates that the department communicate this conviction to any federal agency funding any of my work activities, and I hereby waive any and all claims that may arise for conveying this information to the federal government.



ATTACHMENT #1

COMMERCIAL DRIVER LICENSE EXAMINER

Applicant's Medical History Information
Physical Examination Form
Medical Examination Form Instructions
Physical Demands Analysis
Hearing Standards



MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

NAME			SSN
LAST	FIRST	MIDDLE	

ADDRESS			
STREET	CITY	STATE	ZIP

Instructions to Applicant:
Mark "Yes" if you now have, or have ever in the past had, the diseases, injuries or disabilities listed on this form. Mark "No" if you have never experienced the disease, injury or disability listed.

Use the blank spaces to explain any "Yes" answers, and to answer the last four (4) questions.

NOTE: ANY FALSE STATEMENT WILL DISQUALIFY YOU FROM FURTHER CONSIDERATION.

1	Abdominal/Pelvic Disorder			YES	NO
2	Allergies (list all including food & drugs)			YES	NO
	Any medical condition due to pepper spray or any other chemical weapons?	What was the reaction?		YES	NO
3	Are you a tobacco user?	If yes, what form?	How much?	How long?	YES NO
4	Diabetes	Taking insulin?	If yes, what form (pump, shots, etc)?		YES NO
5	Arthritis or Joint Problems			YES	NO
6	Ashma			YES	NO
7	Back Trouble			YES	NO
8	Cancer			YES	NO
9	Convulsions			YES	NO
10	Fainting Spells			YES	NO
11	Foot Trouble	(ie: flat feet, club foot, swelling of feet or ankles)		YES	NO
12	Headaches	Indicate Frequency		YES	NO
13	Heart Attack or Disease			YES	NO
14	Hernia			YES	NO
15	High Blood Pressure			YES	NO
16	Indigestion	Indicate Frequency		YES	NO
17	Kidney Infection &/or Stones			YES	NO
18	Malaria			YES	NO

Patient Name: _____
Patient ID: _____
Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

19 Peptic Ulcer		YES	NO
20 Pilonidal Cyst		YES	NO
21 Rheumatic Fever		YES	NO
22 Shortness of Breath		YES	NO
23 Tuberculosis		YES	NO
24 Varicose Veins		YES	NO
25 Any neurological disorder such as epilepsy, narcolepsy, palsy, paralysis or vertigo?		YES	NO
26 Have you ever had a nervous breakdown or psychiatric disorder?		YES	NO
27 Have you been rejected for military service for physical reasons?	If yes, for what reason?	YES	NO
28 Have you received a medical discharge from military service?	If yes, for what reason?	YES	NO
29 Ever rejected for life insurance or offered a policy at a higher than standard rate?	If yes, for what reason?	YES	NO
30 Have you ever received payment for any disability claims?	If yes, for what reason?	YES	NO
31 Have you ever collected worker's comp insurance?	If yes, for what reason?	YES	NO
Do you have an ongoing worker's comp claim from a previous employer?	If yes, for what reason?	YES	NO
32 Do you have any hearing impairment?	If yes, do you wear corrective aids?	YES	NO
33 Do you have any physical impairment or disability?	If yes, what is the impairment or disability?	YES	NO
34 List all serious injuries (indicate dates)			
35 List all other severe illnesses (indicate dates)			
36 List all operations (indicate dates)			
37 List all current medications			

Patient Name: _____
 Patient ID: _____
 Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

NOTE: If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

This is to certify that to the best of our knowledge and belief that the applicant is not affected with any form of disease or disability which would interfere with the performance of the duties of the position for which they are applying and I/we, the applicant, authorize the release to, and the use by, the Tennessee Department of Safety of any medical record needed to verify the answers given in the medical history.

_____	_____
Signature of Applicant	Date

_____	_____
Medical Examiner Signature	Date

Medical Examiner's Notes	

Patient Name: _____
Patient ID: _____
Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMERCIAL DRIVER LICENSE EXAMINER

NAME			SSN
LAST	FIRST	MIDDLE	
DATE OF BIRTH (must be at least 21 years of age)	HEIGHT	WEIGHT	

Instructions to Medical Examiner:

Please review and witness the applicant's medical history before completing this form. Where specific information is indicated, fill in the blanks. Mark "Yes" if the applicant meets the required physical standards. If the applicant does not meet the required standards, mark "No" and explain in the space provided.

			RECOMMENDED	
			YES	NO
1	BLOOD PRESSURE (SITTING)	SYS _____ DIAS _____		
Maximum recommended: 140 systolic or 90 diastolic (persistent)				

2	PULSE (RESTING)	_____		
Maximum recommended: between 40 and 100 (resting)				

3 EYES					
		RIGHT	LEFT	YES	NO
VISION - FAR		20/	20/		
CORRECTED VISION - FAR		20/	20/		
VISION - NEAR		20/	20/		
CORRECTED VISION - NEAR		20/	20/		
Must be 20/40 in each eye separately, and both eyes corrected or uncorrected.					
HORIZONTAL (PERIPHERAL)					
Applicants with field of vision less than a score of 85 (normal temporal peripheral vision should not be considered)					
VISUAL DISTURBANCE					
Should not have any visual disturbance that might impair applicant's ability to function					

4 EARS					
		RIGHT	LEFT	YES	NO
HEARING (AUDIOMETRY)					
HEARING AID USED		<input type="checkbox"/> YES	<input type="checkbox"/> NO		

A hearing test will be required in a sound treated booth administered by a Certified Audiometric Technician. Hearing ability in the worst ear uncorrected or corrected, equal to or better than 40 decibels determined as an average of the following frequencies: 500, 1000, 2000, 3000, 4000 hertz.
**If applicant/employee fails the above standard, refer to Hearing Standards Attachment

AUDIOMETRY WORKSHEET			
FREQUENCY	LEFT EAR	RIGHT EAR	
500	dB	dB	
1000	dB	dB	
2000	dB	dB	
3000	dB	dB	
4000	dB	dB	
SUM	dB	dB	
AVERAGE	dB	dB	

(Note: 25 dB or below is considered normal hearing)

5	NOSE			
Nose must be free of deformity internally so that breathing is unobstructed.				

6	MOUTH AND TEETH			
Mouth must be free from deformities or conditions that interfere with distinct speech or that predispose to diseases of the ear, nose or throat.				

Patient Name: _____
Patient ID: _____
Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMERCIAL DRIVER LICENSE EXAMINER

7 THROAT				
TONSILS			YES	NO
There must be no disease or hypertrophy of tonsils which might impair duty as a DOS employee.				
THYROID			YES	NO
List any characteristics that may be disqualifying.				
NODES			YES	NO
Enlargement requires study to establish cause. Acceptable if benign.				
8 CHEST				
HEART			YES	NO
Rhythm, rate and sounds should be normal or any abnormalities explained in regards to impairment.				
LUNGS			YES	NO
Respiration must be unlabored and regular. The breath sounds must be clear and distinct, over both lungs & tuberculosis or other active pulmonary disease must not be present.				
TUBERCULIN TEST		<input type="checkbox"/> POSITIVE	<input type="checkbox"/> NEGATIVE	
Note any evidence of pulmonary or cardiac disease or any other abnormalities.			YES	NO
9 ABDOMEN			YES	NO
Examine for tenderness, masses, enlarged organs and muscle tone.				
HERNIA			YES	NO
Actual hernia in any form must reject. A repaired hernia with no residual disability is acceptable.				
10 SKIN			YES	NO
Applicant must be free of lesions, large nevi or scars which are apt to become ulcerated, parasitic or systemic skin diseases, such as eczema, psoriasis, lupus, etc., if it interferes with the duties of the position the applicant is applying for.				
11 SPINE			YES	NO
Pronounced scoliosis, kyphosis or other back disability is disqualifying.				
12 EXTREMITIES		Mobility:	Amputations:	Deformities:
Note any amputations and/or restricted use of extremities.		Edema:	Reflexes:	YES
				NO
Applicant must be free from amputations that would prevent from performing major job functions, arthritis, diseases of the joints, carpal tunnel, sprains, stiffness or other conditions, such as flat feet, etc., which would prevent the proper and easy performance of duty. Stasis ulcer or large varicose veins might disqualify.				
13 DRUG SCREENING		<input type="checkbox"/> POSITIVE	<input type="checkbox"/> NEGATIVE	
Use of illicit drugs not prescribed by a physician is disqualifying.			YES	NO

Patient Name: _____
 Patient ID: _____
 Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMERCIAL DRIVER LICENSE EXAMINER

NOTE: If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

RECOMMENDED FOR HIRE?		
	YES	NO
If NO is marked for any of the preceding questions, please explain in this section and reference the item number.		

_____	_____
Medical Examiner Signature	Date

_____	_____
LifeSigns Personnel Signature (Witness)	Date

Patient Name: _____
Patient ID: _____
Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY
MEDICAL EXAMINATION FORM INSTRUCTIONS

Commercial Driver License Examiner

INSTRUCTIONS TO MEDICAL EXAMINER:

- A. The medical examiner shall check the applicant's answers on the medical history, secure such additional information as he/she considers desirable, and witness the applicant's signature.
- B. All abnormalities of history or physical examination, whether or not considered disqualifying, shall be recorded.
- C. Each applicant shall be a minimum of 18 years of age and shall meet the following standards:
1. **BLOOD PRESSURE:**
Maximum recommended: 140 systolic or 90 diastolic (persistent).
 2. **PULSE:**
Between 40 and 100 (resting).
 3. **EYES: VISUAL**

ACUITY
20/40 in each eye separately and both eyes corrected or uncorrected.

HORIZONTAL VISUAL FIELDS TESTING (PERIPHERAL)
Anyone with field of vision less than a score of 85 (normal temporal peripheral vision) should be not considered to meet the minimum job requirements.
 4. **HEARING**
Ability to hear sounds of low intensity or to distinguish voice from background noise, thereby permitting response to imminently hazardous situations. Hearing ability in worst ear uncorrected, equal to or less than 40 decibels determined as an average of the following frequencies: 500 hertz, 1,000 hertz, 2,000 hertz, 3,000 hertz and 4,000 hertz.

If applicant/employee fails the above standards, refer to Attachment 12.
 5. **NOSE**
Nose shall be free of deformity internally so that breathing is unobstructed.
 6. **MOUTH**
The mouth shall be free from deformities or conditions that interfere with distinct speech or that predispose to diseases of the ear, nose or throat.
 7. **THROAT**
There shall be no disease or hypertrophy of tonsils which might impair duty as a Department of Safety employee.

NECK
Thyroid - list any characteristics that may be disqualifying.

NODES
Enlargement requires study to establish cause. Acceptable if benign.



8. **CHEST
HEART**
Rhythm, rate and sounds shall be normal or any abnormalities explained in regards to any impairment.

LUNGS
Respiration shall be unlabored and regular. The breath sounds shall be clear and distinct, over both lungs, and tuberculosis or other active pulmonary disease shall not be present.
9. **ABDOMEN**
Examine for tenderness, masses, enlarged organs, and muscle tone.

HERNIA
Actual hernia in any form shall reject. A repaired hernia with no residual disability is acceptable.
10. **SKIN**
Applicant shall be free of lesions, large nevi, or scars which are apt to become ulcerated, and parasitic or systemic skin diseases, such as eczema, psoriasis, lupus, etc. if it interferes with the duties of the position the applicant is applying for.
11. **SPINE**
Pronounced scoliosis, kyphosis, or other back disability shall be disqualifying.
12. **EXTREMITIES**
Applicant shall be free from amputations that would prevent from performing major job functions, arthritis, diseases of the joints, carpal tunnel, sprains, stiffness, or other conditions, such as flat feet, etc., which would prevent the proper and easy performance of duty. Stasis ulcer or large varicose veins might disqualify.
13. **DRUG SCREENING (nine-panel non-DOT drug screen)**
Use of illicit drugs not prescribed by a physician is disqualifying. The improper use of prescription drugs is also disqualifying.

***Note:** If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.



Commercial Driver License Examiner

PHYSICAL DEMANDS ANALYSIS

Name: _____
(Last) (First) (Middle Initial)

Address: _____
(Street Address) (Apt. #) (City) (State) (Zip)

1. STANDING AND WALKING YES NO

Ability to stand and walk on concrete or tile surfaces for up to three (3) hours per day. The maximum continuous time could be one (1) hour while walking to the vehicle to administer road tests or while standing at the station.

2. SITTING YES NO

Ability to sit in vehicle for up to two (2) hours. The maximum continuous time could be 20 minutes.

3. LIFTING/CARRYING YES NO

Ability to lift boxes and various other items. The weight of these objects could weigh up to a maximum of 52 pounds and would have to be moved to a distance up to 50 feet.

4. CLIMBING YES NO

Ability to climb into light trucks. Would require being able to step from 15" to 30".

5. STOOPING/BENDING/SQUATTING YES NO

Ability to retrieve objects that fall onto the ground or lifting objects off the floor on a daily basis.

6. REACHING YES NO

Ability to retrieve paperwork and supplies from shelves (including overhead).

7. WORK CONDITIONS YES NO
(UP TO 80% INDOORS AND/OR UP TO 20% OUTDOORS)

Ability to work in the following conditions:

Hot temperatures
Cold temperatures
Sudden changes in temperatures
Whole body vibration through seat of vehicle

8. OTHER JOB DEMANDS YES NO

Twisting
Neck flexion/extension
Cervical rotation
Driving a vehicle



9. TOOLS, EQUIPMENT, AND MATERIAL USED

YES NO

- Camera
- Computer
- Eye machine
- Cash register
- Laminator
- Supplies
- Die Cutter
- Printer/Modem
- Automobile

Medical Examiner

Signature

Date



TENNESSEE DEPARTMENT OF SAFETY

HEARING STANDARDS

Commercial Driver License Examiner

Within the guidelines of a physical examination as required under Statute 7-86-201 Training – Qualifications, hearing acuity is of primary concern. The responsibilities associated with the work of Commercial Driver's License Examiner require hearing acuity so as to clearly understand and be able to communicate effectively with persons securing drivers licenses.

The above-specified personnel must have the following tests administered as a pre-employment portion of their physical examination:

1. The hearing tests shall be completed in a sound treated environment where the ambient noise levels are no greater than the following measurements:

500 Hertz	-	40
1000 Hertz	-	40
2000 Hertz	-	47
4000 Hertz	-	57
8000 Hertz	-	62

2. The hearing test will be reviewed by a licensed audiologist.

The tests to be administered in the audiological evaluation if the basic tests indicate a need for further testing shall be:

1. Pure Tone Audiometry for the frequencies of 250, 500, 1000, 2000, 3000, 4000, 6000 and 8000 Hertz.
2. Speech Reception Thresholds shall be obtained.
3. Speech Intelligibility Scores of 86% shall be received using the generally accepted Word Lists.
4. Speech Intelligibility shall also be obtained under conditions of noise with the scores being no worse than 76%.
5. Tympanometry shall be administered to determine the condition of the middle ear. This test shall be reported by the typical regimen as set out below:

Type A	-	Normal
Type B	-	Middle Ear Effusion
Type C	-	Negative Pressure (-150 daPa or worse)
Type As	-	Normal Pressure, Reduced Peak (1.0 ml)
Type Ad	-	Normal Pressure, Enlarged Peak (>1.8 m.)

or an explanation of the results suggesting the condition of the ear.

6. Bone Conduction Testing if the tympanometry indicates the need to show the possibility of an air-bone gap.



The following standards will be the accepted levels candidates must obtain:

1. Hearing ability in the worst ear uncorrected, equal to or better than 40 decibels determined as an average of the following frequencies:

500, 1000, 2000, 3000, and 4000 Hertz.
2. Should the Commercial Driver's License Examiner have a hearing loss, a hearing aid or aids can be acquired to balance the hearing if there is a unilateral problem, or if sufficient hearing loss is present bilateral fittings can be made to improve the hearing above the uncorrected level that exists.

The degree of hearing loss is listed as follows for the pure tone thresholds obtained:

Normal	-	0 – 25 dB HL
Mild	-	35 – 45 dB HL
Moderate	-	45 – 60 dB HL
Severe	-	60 – 80 dB HL
Profound	-	80 and up dB HL

An asymmetrical hearing loss is present when there is a difference existing between the ears by as much as 20 dB causing an imbalance in hearing.



ATTACHMENT #2

COMMUNICATIONS DISPATCHER 1, 2

AND SUPERVISOR

Applicant's Medical History Information
Physical Examination Form
Medical Examination Form Instructions
Hearing Standards



TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

NAME			SSN
LAST	FIRST	MIDDLE	

ADDRESS			
STREET	CITY	STATE	ZIP

Instructions to Applicant:

Mark "Yes" if you now have, or have ever in the past had, the diseases, injuries or disabilities listed on this form. Mark "No" if you have never experienced the disease, injury or disability listed.

Use the blank spaces to explain any "Yes" answers, and to answer the last four (4) questions.

NOTE: ANY FALSE STATEMENT WILL DISQUALIFY YOU FROM FURTHER CONSIDERATION.

1	Abdominal/Pelvic Disorder				YES	NO	
2	Allergies (list all including food & drugs)				YES	NO	
	Any medical condition due to pepper spray or any other chemical weapons?	What was the reaction?			YES	NO	
3	Are you a tobacco user?	If yes, what form?	How much?	How long?		YES	NO
4	Diabetes	Taking insulin?	If yes, what form (pump, shots, etc)?			YES	NO
5	Arthritis or Joint Problems					YES	NO
6	Ashma					YES	NO
7	Back Trouble					YES	NO
8	Cancer					YES	NO
9	Convulsions					YES	NO
10	Fainting Spells					YES	NO
11	Foot Trouble	(ie: flat feet, club foot, swelling of feet or ankles)				YES	NO
12	Headaches	Indicate Frequency				YES	NO
13	Heart Attack or Disease					YES	NO
14	Hernia					YES	NO
15	High Blood Pressure					YES	NO
16	Indigestion	Indicate Frequency				YES	NO
17	Kidney Infection &/or Stones					YES	NO
18	Malaria					YES	NO

Patient Name: _____
Patient ID: _____
Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

19 Peptic Ulcer		YES	NO
20 Pilonidal Cyst		YES	NO
21 Rheumatic Fever		YES	NO
22 Shortness of Breath		YES	NO
23 Tuberculosis		YES	NO
24 Varicose Veins		YES	NO
25 Any neurological disorder such as epilepsy, narcolepsy, palsy, paralysis or vertigo?		YES	NO
26 Have you ever had a nervous breakdown or psychiatric disorder?		YES	NO
27 Have you been rejected for military service for physical reasons?	If yes, for what reason?	YES	NO
28 Have you received a medical discharge from military service?	If yes, for what reason?	YES	NO
29 Ever rejected for life insurance or offered a policy at a higher than standard rate?	If yes, for what reason?	YES	NO
30 Have you ever received payment for any disability claims?	If yes, for what reason?	YES	NO
31 Have you ever collected worker's comp insurance?	If yes, for what reason?	YES	NO
Do you have an ongoing worker's comp claim from a previous employer?	If yes, for what reason?	YES	NO
32 Do you have any hearing impairment?	If yes, do you wear corrective aids?	YES	NO
33 Do you have any physical impairment or disability?	If yes, what is the impairment or disability?	YES	NO
34 List all serious injuries (indicate dates)			
35 List all other severe illnesses (indicate dates)			
36 List all operations (indicate dates)			
37 List all current medications			

Patient Name: _____
Patient ID: _____
Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

NOTE: If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

This is to certify that to the best of our knowledge and belief that the applicant is not affected with any form of disease or disability which would interfere with the performance of the duties of the position for which they are applying and I/we, the applicant, authorize the release to, and the use by, the Tennessee Department of Safety of any medical record needed to verify the answers given in the medical history.

_____	_____
Signature of Applicant	Date

_____	_____
Medical Examiner Signature	Date

Medical Examiner's Notes	

Patient Name: _____
Patient ID: _____
Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMUNICATION DISPATCHER 1, 2 and SUPERVISOR

NAME			SSN
LAST	FIRST	MIDDLE	
DATE OF BIRTH (must be at least 21 years of age)	HEIGHT	WEIGHT	

Instructions to Medical Examiner:

Please review and witness the applicant's medical history before completing this form. Where specific information is indicated, fill in the blanks. Mark "Yes" if the applicant meets the required physical standards. If the applicant does not meet the required standards, mark "No" and explain in the space provided.

RECOMMENDED

1 BLOOD PRESSURE (SITTING)	SYS	DIAS		YES	NO
Maximum recommended: 140 systolic or 90 diastolic (persistent)					

2 PULSE (RESTING)				YES	NO
Maximum recommended: between 40 and 100 (resting)					

3 EYES					
VISION - FAR	RIGHT	20/	LEFT	20/	
					YES NO
CORRECTED VISION - FAR	RIGHT	20/	LEFT	20/	
					YES NO
VISION - NEAR	RIGHT	20/	LEFT	20/	
					YES NO
CORRECTED VISION - NEAR	RIGHT	20/	LEFT	20/	
					YES NO
Must be 20/40 in each eye separately, and both eyes corrected or uncorrected.					
HORIZONTAL (PERIPHERAL)	RIGHT		LEFT		
					YES NO
Applicants with field of vision less than a score of 85 (normal temporal peripheral vision should not be considered)					
VISUAL DISTURBANCE					YES NO
Should not have any visual disturbance that might impair applicant's ability to function					
COLOR VISION	ISHIHARA:		FARNSWORTH D15:		
					YES NO
This will not necessarily disqualify, but applicant must be aware of the condition and be able to compensate for it.					

4 EARS					
HEARING (AUDIOMETRY)	RIGHT		LEFT		
					YES NO
HEARING AID USED	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	
					YES NO
A hearing test will be required in a sound treated booth administered by a Certified Audiometric Technician. Hearing ability in the worst ear uncorrected or corrected, equal to or better than 35 decibels determined as an average of the following frequencies: 500, 1000, 2000, 3000, 4000 hertz.					
**If applicant/employee fails the above standard, refer to Hearing Standards Attachment					
AUDIOMETRY WORKSHEET					
	FREQUENCY	LEFT EAR		RIGHT EAR	
	500		dB		dB
	1000		dB		dB
	2000		dB		dB
	3000		dB		dB
	4000		dB		dB
	SUM		dB		dB
	AVERAGE		dB		dB
(Note: 25 dB or below is considered normal hearing)					

5 NOSE				YES	NO
Nose must be free of deformity internally so that breathing is unobstructed.					

6 MOUTH AND TEETH				YES	NO
Mouth must be free from deformities or conditions that interfere with distinct speech or that predispose to diseases of the ear, nose or throat.					

Patient Name: _____
Patient ID: _____
Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMUNICATION DISPATCHER 1, 2 and SUPERVISOR

7 THROAT				
TONSILS			YES	NO
There must be no disease or hypertrophy of tonsils which might impair duty as a DOS employee.				
THYROID			YES	NO
List any characteristics that may be disqualifying.				
NODES			YES	NO
Enlargement requires study to establish cause. Acceptable if benign.				
SPEECH			YES	NO
Speech discrimination test must be 90% or better.				
8 CHEST				
HEART			YES	NO
Rhythm, rate and sounds should be normal or any abnormalities explained in regards to impairment.				
LUNGS			YES	NO
Respiration must be unlabored and regular. The breath sounds must be clear and distinct, over both lungs & tuberculosis or other active pulmonary disease must not be present.				
TUBERCULIN TEST		<input type="checkbox"/> POSITIVE	<input type="checkbox"/> NEGATIVE	
Note any evidence of pulmonary or cardiac disease or any other abnormalities.			YES	NO
9 ABDOMEN			YES	NO
Examine for tenderness, masses, enlarged organs and muscle tone.				
HERNIA			YES	NO
Actual hernia in any form must reject. A repaired hernia with no residual disability is acceptable.				
10 SKIN			YES	NO
Applicant must be free of lesions, large nevi or scars which are apt to become ulcerated, parasitic or systemic skin diseases, such as eczema, psoriasis, lupus, etc., if it interferes with the duties of the position the applicant is applying for.				
11 SPINE			YES	NO
Pronounced scoliosis, kyphosis or other back disability is disqualifying.				
ABILITY TO SIT FOR LONG PERIODS OF TIME			YES	NO
12 EXTREMITIES		Mobility:	Amputations:	Deformities:
Note any amputations and/or restricted use of extremities.		Edema:	Reflexes:	
				YES
				NO
Applicant must be free from amputations that would prevent from performing major job functions, arthritis, diseases of the joints, carpal tunnel, sprains, stiffness or other conditions, such as flat feet, etc., which would prevent the proper and easy performance of duty. Stasis ulcer or large varicose veins might disqualify.				
MANUAL DEXTERITY			YES	NO
Ability to operate radios, computers and other equipment used in a telecommunications center.				
13 DRUG SCREENING		<input type="checkbox"/> POSITIVE	<input type="checkbox"/> NEGATIVE	
			YES	NO
Use of illicit drugs not prescribed by a physician is disqualifying.				

Patient Name: _____
 Patient ID: _____
 Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMUNICATION DISPATCHER 1, 2 and SUPERVISOR

NOTE: If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

RECOMMENDED FOR HIRE?		YES	NO
If NO is marked for any of the preceding questions, please explain in this section and reference the item number.			

_____ Medical Examiner Signature	_____ Date
-------------------------------------	---------------

_____ LifeSigns Personnel Signature (Witness)	_____ Date
--	---------------

Patient Name: _____
Patient ID: _____
Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY
MEDICAL EXAMINATION FORM INSTRUCTIONS

Communications Dispatcher 1, 2 and Supervisor

INSTRUCTIONS TO MEDICAL EXAMINER:

A. The medical examiner shall check the applicant's answers on the medical history, secure such additional information as he/she considers desirable, and witness the applicant's signature.

B. All abnormalities of history or physical examination, whether or not considered disqualifying, shall be recorded.

C. Each applicant be a minimum of 18 years of age and shall meet the following standards:

1. BLOOD PRESSURE

Maximum recommended: 140 systolic or 90 diastolic (persistent).

2. PULSE

Between 40 and 100 (resting).

3. EYES VISUAL

ACUITY

20/40 in each eye separately and both eyes corrected or uncorrected.

COLOR VISION

This will not necessarily disqualify, but applicant must be aware of the condition and be able to compensate for it.

4. HEARING

A hearing test will be required in a sound treated booth administered by a Certified Audiometric Technician. Hearing ability in the worst ear uncorrected, equal to or better than 35 decibels determined as an average of the following frequencies: 500, 1,000, 2,000, 3,000 and 4,000 hertz.

If applicant/employee fails the above standards, refer to Attachment 12B.

5. MOUTH

The mouth shall be free from deformities or conditions that interfere with distinct speech or that predispose to diseases of the ear, nose or throat.

6. THROAT

There shall be no disease or hypertrophy of tonsils which might impair duty as a Department of Safety employee.

NECK

Thyroid - list any characteristics that may be disqualifying.

NODES

Enlargement requires study to establish cause. Acceptable if benign.

7. Speech - Speech discrimination test 80% or better.



8. CHEST
HEART
Rhythm, rate and sounds should be normal or any abnormalities explained in regards to any impairment.

LUNGS
Respiration must be unlabored and regular. The breath sounds must be clear and distinct, over both lungs, and tuberculosis or other active pulmonary disease shall not be present.
9. Ability to sit for long periods of time.
10. SKIN
Applicant shall be free of lesions, large nevi, or scars which are apt to become ulcerated, and parasitic or systemic skin diseases, such as eczema, psoriasis, lupus, etc. if it interferes with the duties of the position the applicant is applying for.
11. SPINE
Pronounced scoliosis, kyphosis, or other back disability shall be disqualifying.
12. EXTREMITIES
Applicant shall be free from amputations that would prevent from performing major job functions, arthritis, diseases of the joints, carpal tunnel, sprains, stiffness, or other conditions, such as flat feet, etc., which would prevent the proper and easy performance of duty. Stasis ulcer or large varicose veins might disqualify.

Manual Dexterity - Ability to operate radios, computers, and other equipment used in a telecommunications center.
13. DRUG SCREENING (nine-panel non-DOT drug screen)
Use of illicit drugs not prescribed by a physician is disqualifying.
Improper use of prescription drugs is also disqualifying.

***Note:** If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.



TENNESSEE DEPARTMENT OF SAFETY

HEARING STANDARDS

Communications Dispatcher 1, 2 and Supervisor

Within the guidelines of a physical examination as required under Statute 7-86-201 Training – Qualifications, hearing acuity is of primary concern. The responsibilities associated with the work of Communications Dispatcher 1, 2 and Supervisor require hearing acuity so as to clearly understand and be able to accurately record and also transmit messages.

The Dispatchers must have the following tests administered as a pre-employment portion of their physical examination:

1. The hearing tests shall be completed in a sound treated environment where the ambient noise levels are no greater than the following measurements:

500 Hertz	-	40
1000 Hertz	-	40
2000 Hertz	-	47
4000 Hertz	-	57
8000 Hertz	-	62
2. The hearing test will be reviewed by a licensed audiologist.
3. Pure Tone Audiometry for the frequencies of 250, 500, 1000, 2000, 3000, 4000, 6000 and 8000 Hertz.

The tests to be administered on the audiological evaluation:

1. An audiological evaluation will be completed on each patient with responses above 35 dB for the frequencies listed above.
2. Speech Reception Thresholds shall be obtained.
3. Speech Intelligibility Scores of 86% shall be received using the generally accepted Word Lists.
4. Speech Intelligibility shall also be obtained under conditions of noise with the scores being no worse than 76%.
5. Tympanometry shall be administered to determine the condition of the middle ear. This test shall be reported by the typical regimen as set out below:

Type A	-	Normal
Type B	-	Middle Ear Effusion
Type C	-	Negative Pressure (-150 daPa or worse)
Type As	-	Normal Pressure, Reduced Peak (1.0 ml)
Type Ad	-	Normal Pressure, Enlarged Peak (>1.8 m.)

or an explanation of the results suggesting the condition of the ear.
6. Bone Conduction Testing if the tympanometry indicates the need to show the possibility of an air-bone gap.



The following standards will be the accepted levels candidates must obtain:

1. Hearing ability in the worst ear uncorrected, equal to or better than 35 decibels determined as an average of the following frequencies:

500, 1000, 2000, 3000, and 4000 Hertz.
2. Should the Communications Dispatcher have a hearing loss, a hearing aid or aids can be acquired to balance the hearing if there is a unilateral problem, or if sufficient hearing loss is present bilateral fittings can be made to improve the hearing above the uncorrected level that exists.

The degree of hearing loss is listed as follows for the pure tone thresholds obtained:

Normal	-	0 – 25 dB HL
Mild	-	35 – 45 dB HL
Moderate	-	45 – 60 dB HL
Severe	-	60 – 80 dB HL
Profound	-	80 and up dB HL

An asymmetrical hearing loss is present when there is a difference existing between the ears by as much as 20 dB causing an imbalance in hearing.



ATTACHMENT #3

COMMISSIONED

**(TROOPER, CAPITOL POLICE
AND SPECIAL AGENT)**

Applicant's Medical History Information
Physical Examination Form
Medical Examination Form Instructions
Physical Demands Analysis
Hearing Standards



MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

NAME			SSN
LAST	FIRST	MIDDLE	

ADDRESS			
STREET	CITY	STATE	ZIP

Instructions to Applicant:
Mark "Yes" if you now have, or have ever in the past had, the diseases, injuries or disabilities listed on this form. Mark "No" if you have never experienced the disease, injury or disability listed.

Use the blank spaces to explain any "Yes" answers, and to answer the last four (4) questions.

NOTE: ANY FALSE STATEMENT WILL DISQUALIFY YOU FROM FURTHER CONSIDERATION.

1	Abdominal/Pelvic Disorder			YES	NO	
2	Allergies (list all including food & drugs)			YES	NO	
	Any medical condition due to pepper spray or any other chemical weapons?	What was the reaction?		YES	NO	
3	Are you a tobacco user?	If yes, what form?	How much?	How long?	YES	NO
4	Diabetes	Taking insulin?	If yes, what form (pump, shots, etc)?		YES	NO
5	Arthritis or Joint Problems			YES	NO	
6	Ashma			YES	NO	
7	Back Trouble			YES	NO	
8	Cancer			YES	NO	
9	Convulsions			YES	NO	
10	Fainting Spells			YES	NO	
11	Foot Trouble	(ie: flat feet, club foot, swelling of feet or ankles)			YES	NO
12	Headaches	Indicate Frequency			YES	NO
13	Heart Attack or Disease			YES	NO	
14	Hernia			YES	NO	
15	High Blood Pressure			YES	NO	
16	Indigestion	Indicate Frequency			YES	NO
17	Kidney Infection &/or Stones			YES	NO	
18	Malaria			YES	NO	

Patient Name: _____
Patient ID: _____
Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

19 Peptic Ulcer		YES	NO
20 Pilonidal Cyst		YES	NO
21 Rheumatic Fever		YES	NO
22 Shortness of Breath		YES	NO
23 Tuberculosis		YES	NO
24 Varicose Veins		YES	NO
25 Any neurological disorder such as epilepsy, narcolepsy, palsy, paralysis or vertigo?		YES	NO
26 Have you ever had a nervous breakdown or psychiatric disorder?		YES	NO
27 Have you been rejected for military service for physical reasons?	If yes, for what reason?	YES	NO
28 Have you received a medical discharge from military service?	If yes, for what reason?	YES	NO
29 Ever rejected for life insurance or offered a policy at a higher than standard rate?	If yes, for what reason?	YES	NO
30 Have you ever received payment for any disability claims?	If yes, for what reason?	YES	NO
31 Have you ever collected worker's comp insurance?	If yes, for what reason?	YES	NO
Do you have an ongoing worker's comp claim from a previous employer?	If yes, for what reason?	YES	NO
32 Do you have any hearing impairment?	If yes, do you wear corrective aids?	YES	NO
33 Do you have any physical impairment or disability?	If yes, what is the impairment or disability?	YES	NO
34 List all serious injuries (indicate dates)			
35 List all other severe illnesses (indicate dates)			
36 List all operations (indicate dates)			
37 List all current medications			

Patient Name: _____
Patient ID: _____
Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

NOTE: If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

This is to certify that to the best of our knowledge and belief that the applicant is not affected with any form of disease or disability which would interfere with the performance of the duties of the position for which they are applying and I/we, the applicant, authorize the release to, and the use by, the Tennessee Department of Safety of any medical record needed to verify the answers given in the medical history.

_____	_____
Signature of Applicant	Date

_____	_____
Medical Examiner Signature	Date

Medical Examiner's Notes	

Patient Name: _____
Patient ID: _____
Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

Q01GHM, TON 00 Pr 01 S.AJFYIY COPY TOVNOOR

COMMISSIONED (Trooper, Capitol Police, Special Agent)

NAME: LAST, FIRST, MIDDLE; DATE OF BIRTH; HEIGHT; WEIGHT

Instructions to Medical Examiner:

Please review and witness the applicant's medical history before completing this form. Where specific information is indicated, fill in the blanks. Mark "Yes" if the applicant meets the required physical standards...

BLOOD PRESSURE (SETTING) table with YES/NO columns

Maximum recommended: 140 systolic/90 diastolic (persistent)

PULSE (RESTING) table with YES/NO columns

Maximum recommended: between 40 and 100 (resting)

3 EYES table with VISION FAR, CORRECTED VISION, VISION NEAR, CORRECTED VISION NEAR, HORIZONTAL (PERIPHERAL), VISUAL DISTURBANCE, SHIHARA, COLOR VISION sections

AUDIOMETRY WORKSHEET table with FREQUENCY, LEFT EAR, RIGHT EAR columns

15 NOSE table with YES/NO columns

16 MOUTH AND TEETH table with YES/NO columns

Patient Name: Patient ID: Date of Exam:



TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

QOIGHM. TON ee Pr 01' S.AJFYIY
COPY TOVNOOR

COMMISSIONED (Trooper, Capitol Police, Special Agent)

7 THROAT		I		
TONSILS			YES	NO
There must be no disease or hypertrophy of tonsils which might impair duty as a DOS employee.				
THYROID			YES	NO
List any characteristics that may be disqualifying.				
NODES			YES	NO
Enlargement requires study to establish cause. Acceptable if benign.				

8 CHEST		I		
HEART			YES	NO
The action of the heart should be unlabored and steady in rhythm regular and free from organic changes. Arteriosclerosis, cardiac enlargement, valvular lesions, uncontrolled hypertension or active cardiovascular disease or any kind of disqualification.				
LUNGS			YES	NO
Respiration must be unlabored and regular. The breath sounds must be clear and distinct over both lungs & tuberculosis or other active pulmonary disease must not be present.				
TUBERCULIN TEST	Positive	Non-GAve	YES	NO
Note any evidence of pulmonary or cardiac disease or any other abnormalities.				

9 ABDOMEN		I		
Examine for tenderness, masses, enlarged organs and muscle tone.				
HEPATIC			YES	NO
Actual hernia in any form must reject. A repaired hernia with no residual disability is acceptable.				

10 SKIN		YES	NO
Applicant must be free of lesions large nevi or scars which are apt to become ulcerated, parasitic or systemic diseases such as eczema, psoriasis, lupus, etc. which interfere with the duties of the position the applicant is applying for.			

11 SPINE		YES	NO
Pronounced scoliosis, kyphosis or other back disability is disqualifying.			

12 EXTREMITIES	MOBILITY:	AMPUTATIONS:	DEFORMITIES:	EDEMA:	REFLEXES:	YES	NO
Note any amputations and/or restricted use of extremities.							
Applicant must be free from amputations that would prevent from performing major job functions, arthritis, seizures of the joints, carpal tunnel, sprains, stiffness or other conditions such as flat feet, etc. which would prevent the proper and easy performance of duty. Stasis ulcer or varicose veins might disqualify.							

13 DRUG SCREENING	POSITIVE	NEGATIVE	YES	NO
Use of recreational drugs not prescribed by a physician is disqualifying.				

14 LABORATORY	Hepatitis B Antibody Surface Test:	Remants:	YES	NO
---------------	------------------------------------	----------	-----	----

Optional for DOS Employees Mandatory for New Applicants					
15 ELECTROCARDIOGRAM	Resting EKG	Normal	Abnormal	YES	NO
Should be normal or any variations from normal explained with regards to prior cardiac history or impairment.					

At the discretion of the Physician				
16 TREADMILL STRESS TEST	1 METS:	Chest X-Ray (PA View):	YES	NO
Should demonstrate a minimum of 10 METS exercise tolerance and no evidence of ischemic heart disease nor dysrhythmia. Any abnormalities must be explained and may require consultation with a licensed cardiologist (at the applicant's expense) before medical clearance can be issued.				

Patient Name: _____
Patient ID: _____
Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

(0)GISHM. FO #Noe.Pr 01' S.AJFIY
COPY TOV!NOOR

COMMISSIONED (Trooper, Capitol Police, Special Agent)

NOTE: If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

RECOMMENDED FOR HIRE?	YES NO
<p>1rNO ismartced for any or the preceding questions, please t)plain in this section and reference the item number.</p>	

_____ Medical Examiner Signature	_____ Date
_____ Life Signs Personnel Signature (Witness)	_____ Date

Patent Name: _____
Patient ID: _____
Date of Exam: _____



TENNESSEE DEPARTMENT OF SAFETY
MEDICAL EXAMINATION FORM INSTRUCTIONS

COMMISSIONED (Trooper, Capitol Police, Special Agent)

INSTRUCTIONS TO MEDICAL EXAMINER:

- A. The medical examiner shall check the applicant's answers on the medical history, secure such additional information as he/she considers desirable, and witness the applicant's signature.
- B. All abnormalities of history or physical examination, whether or not considered disqualifying, shall be recorded.
- C. Each applicant must meet the following standards:
1. AGE
Minimum 21 years of age.
 2. WEIGHT
Shall be in proportion to height.
 3. DEVELOPMENT
Applicant shall be well proportioned and of good muscular development.
 4. BLOOD PRESSURE
Maximum recommended: 140 systolic or 90 diastolic (persistent).
 5. PULSE
Between 40 and 100 (resting).
 6. EYES VISUAL ACUITY
Uncorrected no worse than 20/100 and corrected 20/20 in one and not worse than 20/30 in the other.
- VISUAL DISTURBANCE
Anyone with a visual disturbance that might impair applicant's ability to function.
- HORIZONTAL VISUAL FIELDS TESTING (PERIPHERAL)
Anyone with field of vision less than a score of 85 (normal temporal peripheral vision) should be not considered to meet the minimum job requirements.
- COLOR VISION
The unaided eye shall be tested using the Ishihara Test for color blindness. If a candidate fails the Ishihara, he/she must pass the Farnsworth Dichotomous D-15 Test. Any candidate that fails both should be considered not able to meet the minimum job requirements.



7. **HEARING**
A hearing test will be required in a sound treated booth administered by a Certified Audiometric Technician. Hearing ability in the worst ear uncorrected, equal to or better than 40 decibels determined as an average of the following frequencies: 500, 1000, 2000, 3000, and 4,000 hertz.
8. **NOSE**
Nose shall be free of deformity internally so that breathing is unobstructed.
9. **MOUTH**
The mouth shall be free from deformities or conditions that interfere with distinct speech or that predispose to diseases of the ear, nose or throat.
10. **THROAT**
There shall be no disease or hypertrophy of tonsils which might impair duty as a Department of Safety employee.

NECK
Thyroid - list any characteristics that may be disqualifying.

NODES
Enlargement requires study to establish cause. Acceptable if benign.
11. **CHEST**
HEART
The action of the heart shall be unlabored and steady, its rhythm regular, and free from organic changes. Arteriosclerosis, cardiac enlargement, valvular lesion, uncontrolled hypertension, or active cardiovascular disease of any kind are disqualifying.

LUNGS
Respiration must be unlabored and regular. The breath sounds shall be clear and distinct, over both lungs, and tuberculosis or other active pulmonary disease shall not be present.
12. **ABDOMEN**
Examine for tenderness, masses, enlarged organs, and muscle tone.

HERNIA
Actual hernia in any form shall reject. A repaired hernia with no residual disability is acceptable.
13. **SKIN**
Applicant shall be free of lesions, large nevi, or scars which are apt to become ulcerated, and parasitic or systemic skin diseases, such as eczema, psoriasis, lupus, etc., if it interferes with the duties of the position the applicant is applying for.
14. **SPINE**
Pronounced scoliosis, kyphosis, or other back disability is disqualifying.



15. **EXTREMITIES**
Applicant shall be free from amputations that would prevent from performing major job functions, arthritis, diseases of the joints, carpal tunnel, sprains, stiffness, or other conditions, such as flat feet, etc., which would prevent the proper and easy performance of duty. Stasis ulcer or large varicose veins might disqualify.
16. **DRUG SCREENING (nine-panel non-DOT drug screen)**
Use of illicit drugs not prescribed by a physician is disqualifying.
17. **ELECTROCARDIOGRAM**
Shall be normal or any variations from normal explained with regards to prior cardiac history or impairment.
18. **TREADMILL STRESS TESTING**
Shall demonstrate a minimum of 10 METS exercise tolerance and no evidence of ischemic heart disease nor dysrhythmia. Any abnormalities shall be explained and may require consultation with a licensed cardiologist (at the applicant's expense) before medical clearance can be issued.

***Note:** If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

COMMISSIONED (Trooper, Capitol Police, Special Agent)



PHYSICAL DEMANDS ANALYSIS

Name: _____
(Last) (First) (Middle Initial)

Address: _____
(Street Address) (Apt. #) (City) (State) (Zip)

1. STANDING AND WALKING YES NO

Ability to stand and walk on a variety of surfaces including concrete, gravel, dirt, and uneven terrain, such as wooded areas, for up to eight (8) hours per day. The maximum continuous time could be four (4) hours while investigating accidents, directing traffic, assisting motorists, or arresting an individual.

2. SITTING YES NO

Ability to sit for up to eight (8) hours per day while operating an automobile with backrest and armrest. The maximum continuous time could be four (4) hours.

3. LIFTING/CARRYING YES NO

Ability to forcibly arrest an individual. The applicant must possess the physical ability and skill in defensive training to make an arrest. Each individual must be able to produce unique levels of force as required. Objects lifted can vary from the victims of wrecked vehicles, spare tires, or debris from the roadway. The weight of the objects will vary from a very lightweight piece of debris to a very large person who weighs 300 or more pounds that must be removed from a vehicle and carried to safety. Minimum lifting requirements are based on lifting a child weighing up to 80# from a restraint device.

4. UNILATERAL LIFTING/CARRYING YES NO

Unilateral carrying of portable scales is required when performing roadside inspection of commercial vehicles. The officer may carry the scales (50#) in the right hand or in the left.

5. PUSHING/PULLING YES NO

Ability to forcibly arrest an individual. The applicant must possess the physical ability and skill in defensive training to make an arrest. Each individual must be able to produce unique levels of force as required. Standard requirements will include pushing sufficient force to remove a vehicle from an intersection (90# peak force) and pulling sufficient force to remove a victim from a vehicle (130# peak force)

6. CLIMBING YES NO

Ability to climb stairs, ladders, fences, embankments, guard rails, or overturned vehicles in pursuit of an individual or around an accident scene.

7. STOOPING/BENDING/SQUATTING YES NO

Ability to forcibly arrest someone or move behind an object for cover.



8. REACHING YES NO

Ability to support the weight of a weapon (pistol, shotgun, or baton).

9. WORK CONDITIONS YES NO
(UP TO 80% INDOORS AND/OR UP TO 100% OUTDOORS)

Ability to work in the following conditions:

- Hot temperatures
- Cold temperatures
- Sudden changes in temperatures
- Fumes
- High grip strength (using a firearm)
- Sharp edges
- Whole body vibration through seat of floor

10. OTHER JOB DEMANDS YES NO

Job will require:

- Crawling
- Jumping
- Lying on stomach
- Twisting
- Running (pursuing individual)
- Neck flexion/extension
- Cervical rotation
- Driving a vehicle

11. TOOLS, EQUIPMENT, AND MATERIAL USED YES NO

- Two-way radio
- Weapon
- Automobile
- Baton
- Handcuffs
- Citations Riot
- Gear Jumper
- Cables Tire
- Tool Car
- Jack Radar
- Measuring Devices

Medical Examiner _____
Signature

Date



TENNESSEE DEPARTMENT OF SAFETY

HEARING STANDARDS

COMMISSIONED (Trooper, Capitol Police, Special Agent)

Within the guidelines of a physical examination as required under Statute 7-86-201 Training – Qualifications, hearing acuity is of primary concern. The responsibilities associated with the work of Commissioned positions require hearing acuity so as to clearly understand and be able to communicate effectively.

The above-specified personnel must have the following tests administered as a pre-employment portion of their physical examination:

1. The hearing tests shall be completed in a sound treated environment where the ambient noise levels are no greater than the following measurements:

500 Hertz	-	40
1000 Hertz	-	40
2000 Hertz	-	47
4000 Hertz	-	57
8000 Hertz	-	62
2. The hearing test will be reviewed by a licensed audiologist.

The tests to be administered in the audiological evaluation if the basic tests indicate a need for further testing shall be:

1. Pure Tone Audiometry for the frequencies of 250, 500, 1000, 2000, 3000, 4000, 6000 and 8000 Hertz.
2. Speech Reception Thresholds shall be obtained.
3. Speech Intelligibility Scores of 86% shall be received using the generally accepted Word Lists.
4. Speech Intelligibility shall also be obtained under conditions of noise with the scores being no worse than 76%.
5. Tympanometry shall be administered to determine the condition of the middle ear. This test shall be reported by the typical regimen as set out below:

Type A	-	Normal
Type B	-	Middle Ear Effusion
Type C	-	Negative Pressure (-150 daPa or worse)
Type As	-	Normal Pressure, Reduced Peak (1.0 ml)
Type Ad	-	Normal Pressure, Enlarged Peak (>1.8 m.)

or an explanation of the results suggesting the condition of the ear.
6. Bone Conduction Testing if the tympanometry indicates the need to show the possibility of an air-bone gap.



The following standards will be the accepted levels candidates must obtain:

1. Hearing ability in the worst ear uncorrected, equal to or better than 40 decibels determined as an average of the following frequencies:
500, 1000, 2000, 3000, and 4000 Hertz.
2. Should the Trooper have a hearing loss, a hearing aid or aids can be acquired to balance the hearing if there is a unilateral problem, or if sufficient hearing loss is present bilateral fittings can be made to improve the hearing above the uncorrected level that exists.

The degree of hearing loss is listed as follows for the pure tone thresholds obtained:

Normal	-	0 – 25 dB HL
Mild	-	35 – 45 dB HL
Moderate	-	45 – 60 dB HL
Severe	-	60 – 80 dB HL
Profound	-	80 and up dB HL

An asymmetrical hearing loss is present when there is a difference existing between the ears by as much as 20 dB causing an imbalance in hearing.



ATTACHMENT #4

P.O.S.T. CONFIRMATION

Statement of Attending Physician



PEACE OFFICER STANDARDS TRAINING COMMISSION
 APPLICATION FOR CERTIFICATION- LAW ENFORCEMENT OFFICER

OFFICER: _____ SSN: _____

AGENCY: _____

TO THE HEAD OF THE LAW ENFORCEMENT AGENCY

This form should be presented to the examining physician for the purpose of police officer certification. Upon completion of physical evaluation, **the examining physician should sign the appropriate statement and this form should be returned to the law enforcement agency.** This form should then be attached to the Application for Certification- Police Officer, and should be forwarded to the POST Commission.

TO THE EXAMINING PHYSICIAN

Pursuant to Tennessee Code Annotated, Section 38-8-106, applicants for police certification must have passed a physical examination by a licensed physician. Upon completion of evaluation, **please sign the appropriate statement and return this document to the law enforcement agency.**

CONFIRMATION STATEMENT OF ATTENDING PHYSICIAN

I have performed a medical examination and find that this officer is:

- PHYSICALLY FIT- This person is physically fit within a reasonable degree of medical certainty.
- NOT PHYSICALLY FIT- This person is not physically fit for the following reasons:

Comment:

 (Signature of Licensed Physician)

 (Street Address)

 (Date)

 (Telephone)

 (City, State)



ATTACHMENT #5

30-DAY NOTIFICATION

Immediate Action Notification



ORIGINAL TO VENDOR
COPY TO APPLICANT

TENNESSEE DEPARTMENT OF SAFETY
30 DAY NOTIFICATION OF IMMEDIATE ACTION REQUIRED

Name: _____
Last First Middle Social Security Number

The results of your physical examination do not meet minimum standards for employment:

Vision: Right 20/ _____ Left 20/ _____
Dispatch & DL: Qualifying result must be 20/40 or in better in each eye separately and both eyes corrected or uncorrected.
COMMISSIONED: Qualifying result must be uncorrected, far or near, no worse than 20/100 and corrected to 20/20 in one eye but not worse than 20/30 in the other.

Hearing: Right Average _____ Left Average _____
Dispatch: Qualifying result must be an ability in worst ear uncorrected or corrected, equal to or less than 35 decibels determined as an average of the following frequencies: 500, 1000, 2000, 3000 & 4000 htz.
COMMISSIONED & DL: Qualifying result must be an ability in worst ear uncorrected or corrected, equal to or less than 40 decibels determined as an average of the following frequencies: 500, 1000, 2000, 3000 & 4000 htz.

Blood Pressure Systolic _____ Diastolic _____
Qualifying result must be at or better than 140 systolic or 90 diastolic (persistent).

Other: _____

If you wish to challenge these findings, you may pursue an additional examination, and/or corrective aid, with a private physician at your own expense. The results of any such examination must be provided in writing from the physician and delivered upon your **return to VENDOR for re-evaluation within 30 days from the date of your original employment physical (date on bottom of this form)**. The written statement must address the results of the evaluation specific to the above-identified problem(s). The VENDOR physician will review the documentation against his/her findings, re-evaluate based on the Department Safety contract terms and make a determination relative to your meeting the minimum qualifications. In all cases, the decision of the VENDOR physician is final.

I have read the above which has been fully explained to me by a medical professional. **I understand my employment is conditionally based on the correction of the above referenced condition(s)** and must meet the satisfaction of the VENDOR physician.

I further understand that I must return to VENDOR for re-evaluation within 30 days from the date of my original employment physical (date on bottom of this form).
The final date I will be allowed to return is: _____
Date

Applicant Signature Date

VENDOR Personnel Date

VENDOR
Phone:
Fax:

Department of Safety Human Resources
Phone: 615-251-5200
Fax: 615-253-2095



ATTACHMENT #6

FITNESS FOR DUTY ASSESSMENT

Statement of Attending Physician



ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

TENNESSEE DEPARTMENT OF SAFETY FITNESS FOR DUTY ASSESSMENT

Name:	_____			_____
	Last	First	Middle	Social Security Number

Position Title:	_____
------------------------	-------

Vital Signs:	Height: _____	Weight: _____	Blood Pressure: _____	Pulse: _____
---------------------	---------------	---------------	-----------------------	--------------

Employee has provided a copy of their personal physician's release to return to full duty:	<input type="checkbox"/> YES <input type="checkbox"/> NO
---	--

Medical condition that caused the employee's extended leave:	_____ _____
---	----------------

Length of extended leave:	From Date: _____	To Date: _____	Other Dates: _____
----------------------------------	------------------	----------------	--------------------

Assessment of medical condition:	_____ _____
---	----------------

Other Information:	_____ _____
---------------------------	----------------

Employee has met the requirements of their position qualifications and can be released to perform the essential functions of his/her full duty assignment:	<input type="checkbox"/> YES <input type="checkbox"/> NO
---	--

LifeSigns Physician's Signature

Date

LifeSigns Personnel

Date

LifeSigns of Nashville
Phone: 615-371-3000
Fax: 615-371-3089
Fax: 615-373-3183

Department of Safety Human Resources
Phone: 615-251-5200
Fax: 615-253-2095

Form Implementation August 18, 2009



ATTACHMENT #7

DRIVER IMPROVEMENT

Medical Review
Medical Report



STATE OF TENNESSEE
DEPARTMENT OF SAFETY
DRIVER IMPROVEMENT DIVISION
MEDICAL REVIEW

Re: _____

The undersigned has reviewed the attached medical report and recommends:

- Driving privilege be approved.
- Driving privilege to be approved with the following restrictions:

- Driving privilege be approved provided licensee is required to submit a report prior to the renewal of his license.
- Driving privilege be disapproved permanently. (Explain under "Other").
- Driving privilege be disapproved. Recommend review on or after _____ " 200_. (Explain under "Other").
- The following information is necessary before the medical advisory committee can make a recommendation.

- Other:

Signature: _____
Member - Medical Advisory Board



TENNESSEE DEPARTMENT OF SAFETY
DRIVER CONTROL DIVISION/DRIVER IMPROVEMENT SECTION
MEDICAL REPORT

I hereby authorize Dr. _____ to give me any examination he deems necessary for the purpose of determining my fitness to operate a motor vehicle. I also authorize the Department of Safety to have this information reviewed by a consulting board of unidentified physicians for the purpose of giving the Department a medical evaluation on my case and that this information will be identified by number only to the consulting physicians. I understand that the Department of Safety is in no way responsible for any expense that arises from this examination.

Signature of Patient

This report must be completed by a licensed physician in addition to any hospital records or veteran's records, etc. that you wish to make part of your medical history with this Department and this examination must have been performed within the past twelve (12) months.

THE DEPARTMENT OF SAFETY IS IN NO WAY RESPONSIBLE FOR ANY EXPENSES THAT MAY RESULT FROM THIS EXAMINATION.

Name _____ Date of Birth _____

Address _____

City, State, Zip Code _____

Case Number _____

Driver License Number _____

PATIENT'S MEDICAL HISTORY

Does the patient have any physical or mental impairments? Yes _____ No _____.

If yes, explain: _____

Does the patient use any drugs/medicine regularly? Yes _____ No _____.

If yes, explain: _____

To your knowledge is medication taken as prescribed? Yes _____ No _____.

If no, explain: _____

Does prescribed medication have any effect on driving ability? Yes _____ No _____.

If yes, explain: _____

Does patient drink alcoholic beverages? Yes _____ No _____.

If yes, to what extent? _____

What effect would alcohol and patient's medication have on patient?



Is there any Parkinson's disease? Yes___ No___

Is coordination normal? Yes___ No___

Is there any vertigo? Yes No

Is there any disease present which would affect the nervous system and/or the motor senses (coordination)? Yes___ No___.

If yes, explain:

Is this condition being treated? Yes___ No___.

If yes, explain: _____

VISUAL - Visual acuity - Name type of equipment used: _____
Without glasses: RE20/____ LE20/____ BE20/____

With glasses: RE20/____ LE20/____ BE20/____

Field of Vision _____ Cobrision _____

Coordination _____ Depth Perception _____

IF ANY OF THE FOLLOWING APPLIES TO PATIENT, HE/SHE MUST HAVE THEIR PERSONAL EYE DOCTOR COMPLETE THIS PORTION OF THE MEDICAL REPORT

Is there any disease that would contribute to the loss of sight or impair the patient's ability to operate a motor vehicle (cataracts, glaucoma, etc.)? _____

Has this condition been treated by surgery? Yes___ No___.

If yes, what were the results? _____

Is there any retina detachment, etc., present at this time? Yes___ No

If yes, explain:

Is patient diabetic? Yes___ No___

If yes, what is the effect of diabetes on the eyes, if any? _____

What is the best possible vision if any of the above applies? RE20/____ LE20/____ BE20/____



PSYCHOLOGY : (To be completed by Psychologist, if applies)

What was the highest grade inschool? _____

_ At what age was it obtained? _____

Has patient ever been committed to an institution for the insane or treated in a hospital for mental illness?

Yes _____ No _____

If yes, when? _____

History: _____

Was patient restored to competency? Yes ___ No

If yes, by what authority? _____

Is patient on medication? Yes ___ No

If yes, what kind? _____

Dosage? _____

Has patient ever been committed to a hospital for alcohol or drug treatment? Yes ___ No

If yes, please explain _____

Date: _____ Location: _____

How many times? _____ Length of Stay : _____

What type of discharge did patient receive? _____

Was medication prescribed at time of release? Yes _____ No _____

If yes, what kind of medication? _____

Dosage _____

To your knowledge, has patient used drugs or alcohol in excess since his release from the hospital?

Yes _____ No _____

In your opinion, should this person be permitted to drive? Yes _____ No _____

If no, please explain: _____

Please list other significant findings which in your opinion would inhibit this individual's ability to operate a motor vehicle safely. _____

List names of physicians with their field of medicine who have treated this patient in the last two years.

Physician: _____ Field of Medicine _____

Physician: _____ Field of Medicine _____

Physician: _____ Field of Medicine _____



CARDIAC FUNCTIONAL CAPACITY (AHA)

Class 1 No limitation physical activity _____

Class 2 Slight limitation physical activity _____

Class 3 Marked limitation physical activity _____

Class 4 Complete limitation physical activity _____

Blood Pressure _____

Edema _____

Dyspnea and/or Angina: At rest _____

Slight Exertion _____

Moderate _____

Is there any syncope? Yes ___ No ___ If yes, frequency/severity _____

Does patient take Nitroglycerin or blood pressure medication? Yes ___ No ___

If yes, what amount? _____

Daily dosage? _____

DIABETIC Yes ___ No ___

(If yes, please complete questions below)

Age of **onset** ----

Does patient take insulin? Yes ___ No ___ If yes, how much? _____

What kind of insulins taken? _____

Has patient ever been in a coma? Yes ___ No

If yes, how many times? _____

Date of last coma? _____

Has patient ever had insulin shock? Yes ___ No

If yes, how many times? _____

Date of last insulin shock _____

is there any warning of impending coma or shock? Yes ___ No ___

Urine Analysis

SPG.R. _____

Albumin _____

Sugar _____

Micro _____

ORTHOPEDIC: Yes ___ No ___ If yes, please complete questions below.

Are there any stiff or flail joints? Yes ___ No ___

If yes, where? _____



Has there been any amputation(s)? Yes _____ No _____

If yes, where? _____

Any spastic or paralyzed muscles? Yes _____ No _____

If yes, where? _____

Does patient use/need any orthopedic appliances or supports? Yes _____ No _____

If yes, what? _____

Do any of the above interfere with the patient's driving ability? Yes _____ No _____

If yes, to what extent? _____

HEARING: Conversational voice - distance in feet _____

Audiometric test if indicated _____

Is hearing aid worn? Yes _____ No _____

If yes, does it give sufficient correction? Yes _____ No _____

NEUROLOGICAL

Has patient ever had a seizure? Yes _____ No _____ Blackouts? Yes _____ No _____

Cause (if unknown, indicate) _____

At of first seizure _____ Type(s) Major motor _____ Minor lapses _____ Other _____

Describe _____

Have any spells occurred when this patient is awake? Yes _____ No _____

Medications patient was taking at the time of last seizure: _____

Date of last seizure: _____ Medication patient is presently taking _____

Do you think patient takes medication regularly? Yes _____ No _____

To your knowledge, does the patient drink excessively or abuse tranquilizers or other medication?

Yes _____ No _____

When did you last check patient's serum anticonvulsant levels? _____

How long have you treated this patient for this condition? _____

Date of last visit _____ Date patient is scheduled for return visit _____

EXAMINING PHYSICIAN:

How long have you treated this patient? _____

Date you last examined/treated patient? _____

Date questionnaire completed _____

In your professional opinion is this patient medically able to drive a motorized vehicle?

Yes _____ No _____



Name of Physician (please print)

I.D. Number

Telephone No.

Signature of Physician

Address

City, State, Zip



ATTACHMENT #8

RANDOM DRUG SCREENINGS

Procedures



RANDOM DRUG SCREENINGS

1. State shall create an Excel spreadsheet (in alpha order to include SS#, race/sex, rank) of all employees qualifying for random drug screenings.
2. State shall email the Excel spreadsheet to the Contractor with a cover letter requesting random drug screenings be performed.
3. The Contractor shall randomly select 25 names, on a quarterly basis.
4. The Contractor shall email the contact person at the State with the randomly selected names.
5. All screenings shall be performed within 30 days from the date of selection at one of the Contractor's locations within the 8 counties listed in the Contract (A.11) to include Davidson, Hamilton, Knox, Lawrence, Madison, Putnam, Shelby and Sullivan. A current listing of each location's address, phone number and contact person shall be on file with the State at all times.
6. Results shall be forwarded to the contact at the State within 72 hours (24 hours for emergency situations). MRO shall give the allotted 10 days of notification to report a non-contact positive drug screen result.



ATTACHMENT #9

SUSPICIOUS DRUG & ALCOHOL SCREENINGS

Procedures



SUSPICIOUS DRUG & ALCOHOL SCREENINGS

1. State shall call the Contractor's contact person to advise of a suspicious drug and/or alcohol screening necessity. These shall be conducted immediately upon request.
2. The Contractor's contact person shall then advise the location (within the 8 counties listed in the Contract A.14) of the arrival of the State's employee and the screening needed.
3. Results shall be forwarded to the contact at the State within 24 hours.

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION



Authorized Individuals

The following list of individuals are authorized to accept any notices, requests, demands, or other advice. This list shall be valid until revoked or amended by further written notice.

Ms. Kerri Balthrop, Human Resources Director

**1150 Foster Avenue
Nashville, TN 37243-1000**

Kerri.Balthrop@tn.gov

Phone: (615) 251-5200

Fax: (615) 253-2095

Ms. Kelly Knight

**1150 Foster Avenue,
Nashville, TN 37243-1000**

Kelly.Knight@tn.gov

Phone: (615) 251-5209

Fax: (615) 401-6796

Ms. Sara Harlan

**1150 Foster Avenue
Nashville, TN 37243-1000**

Sara.Harlan@tn.gov

Phone: (615) 251-5122

Fax: (615) 401-6821