

RESOLUTION 23-92

A RESOLUTION OF THE CITY OF SPRING HILL, TENNESSEE TO APPROVE CONTRACT FOR FIREFIGHTER 3D MOVEMENT ASSESSMENT AND INDIVIDUALIZED FITNESS PROGRAMS

WHEREAS, the City of Spring Hill operates a career fire department that responds to all hazards within the City; and

WHEREAS, the Fire Department provides annual medical physicals for all staff; and

WHEREAS, the addition of a biomechanical assessment of firefighters has shown to reduce the incidence of on-the-job injuries and a reduction of workers compensation claims; and

WHEREAS, the City of Spring Hill Fire Department solicited bids through an open Request for Proposal (RFP) process in which a single vendor submitted a bid to perform Firefighter 3D Movement Assessment and Individualized Fitness Programs

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee to authorize the Fire Department to enter into a three-year contract with Ready Rebound in the annual amount of \$14,080.00 for the described work identified in the RFP.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 5th Day of June 2023.

ATTEST:



April Goad, City Recorder



Jim Hagaman, Mayor

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 23-92*
SUBMITTED BY: Graig Temple, Fire Chief
DATE: June 5, 2023
RE: **Firefighter 3D Movement Assessment and Individualized
Fitness Programs**

PURPOSE:

The purpose of this resolution is to authorize Fire Department to accept the RFP Bid by Ready Rebound to implement the firefighter 3D Movement Assessment and Individualized Fitness Programs "Vitality".

BACKGROUND:

In compliance with the National Fire Protection Association (NFPA) Standards (1500, 1582 and 1583)¹, as well as the State of Tennessee Barry Brady Act², the Fire Department provides annual health and wellness physicals to all firefighters. As an added component to these medical assessments, the fire department desires to reduce on the job injuries and workers compensation claims by improving the biomechanics of all firefighters through 3D Movement Assessments. The licensed providers from Ready Rebound will identify musculoskeletal weaknesses and provide individualized fitness plans to strengthen the body thus reducing the incidence of on-the-job injuries.

FINANCIAL IMPACT:

The RFP Quote for the Program is \$14,080.00 annually for three years. The Fire Department has budgeted for this assessment in FY24.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-92 to permit the Fire Department to engage Ready Rebound to implement the "Vitality" Program.

References:

1. NFPA 1500 – Standard on Fire Department Occupational Safety, Health and Wellness Program
 NFPA 1582 – Standard on Comprehensive Occupational Medical Program for Fire Departments
 NFPA 1583 – Standard on Health-Related Fitness Programs for Fire Department Members
2. State of Tennessee (2019); *Barry Brady Act*. TCA Title 7, Chapter 51, Part 201(d)



AGREEMENT/ STATEMENT OF WORK (SOW)
by and between
Ready Rebound, Inc., a Delaware company
and the City of Spring Hill Fire Department (“Client”)

Dated: June 1, 2023
Ready Rebound *Vitality*

Introduction. Ready Rebound's *Vitality* service line is dedicated to creating an integrated, comprehensive, and personalized health, injury mitigation and performance program for Client. *Vitality*'s clinically proven solutions are designed to improve job preparation and recovery, as well as improve overall health, fitness and mitigate the risk of injury through sustainable and efficient evidence-based health, fitness, and performance results. This innovative program will lead to the discovery of new information, knowledge, and possibly tools that provide data and outcome driven metrics to improve the quality of life for a city worker, both during his/her career and post-retirement.

Project Description. The strategic phases of this project will begin with an initial period of consultative assessment that will inform the development of strategic research initiatives and implementation of targeted programs and practices. Our short-term goals include (a) understanding current programs in place and barriers to entry and compliance, (b) identify highest risk categories for risk of MSK injury, (c) identifying gaps in knowledge and practices that, if closed, will improve health of Client's employees, and (d) establish an injury mitigation program that rewards the employee and employer through improved physical and mental health, efficiency, reduced costs, and reduced time lost.

Deliverables. Ready Rebound will provide a team of experts and professionals who are licensed as physical therapists and athletic trainers, credentialed in advanced assessment of movement and strength and conditioning, trained in cutting edge technology and software, and established educators and researchers. The Ready Rebound team will work with Client to:

1. Establish and implement a 3D movement assessment with all active members. Achieving this milestone will involve:
 - a. Determine timing and location for mass deployment of 3D assessment using wearable sensor technology
 - b. Assess and assign individual members to fitness program based on 3D assessment results
 - c. Access to the Ready Rebound App for individualized program distribution and member interaction with licensed Physical Therapists, Athletic Trainer and Certified Strength and Condition Coach
2. Annual Review providing a comprehensive view of the departments opportunity to mitigate MSK injuries. This report will be a summation of:
 - a. All injury data collected through our Recover services
 - b. Movement data captured during the 3D movement assessment of member
 - c. Periodic surveys and biometric data (sleep cycles, HR, etc) collected via the Ready Rebound App.

Implementation Timeline. Access to Ready Rebound's Vitality programming and services shall commence on July 1, 2023.

Fees for Vitality

Year 1 Vitality. Total Fees due and payable for Ready Rebound's Vitality Services performed during the term of July 1, 2023, to June 30, 2024, will be *Fourteen Thousand Eighty Dollars and 00/100 Cents* (\$14,080.00 = \$220 x 64 members) payable in full on or before July 31, 2023.

Year 2 Vitality. Total Fees due and payable for Ready Rebound's Vitality Services performed during the term of July 1, 2024, to June 30, 2025, will be *Fourteen Thousand Eighty Dollars and 00/100 Cents* (\$14,080.00 = \$220 x 64 members) payable in full on or before July 31, 2024.

Year 3 Vitality. Total Fees due and payable for Ready Rebound's Vitality Services performed during the term of July 1, 2025, to June 30, 2026, will be *Fourteen Thousand Eighty Dollars and 00/100 Cents* (\$14,080.00 = \$220 x 64 members) payable in full on or before July 31, 2025.

Billing Contact:

Name: _____

Email: _____

Telephone Number: _____

Client Entities:

TERMS AND CONDITIONS:

ARTICLE 1 - SCOPE OF SERVICES TO BE RENDERED BY VENDOR

1. Vendor shall perform all necessary professional services in a satisfactory and proper manner, consistent with the City's requirements for the Project and by reference made a part hereof, including, but not be limited to, the following:

a. See Above Deliverables

2. All documents prepared by Vendor that form a part of the services rendered hereunder shall, upon completion of the exhibits, calculations, draft reports, presentation material, etc. will become the property of the City. Such documents shall not be used by either party on any other project, except as reference materials.

3. The City will furnish all information, data, reports and maps as are existing and identified by Vendor as necessary for carrying out the work that are available to the City without cost to Vendor.

4. Vendor shall have the authority to request work assignments necessary to obtain additional information to revise the cost of service study if required.

ARTICLE 2 – CITY’S RESPONSIBILITIES

The City will provide to Vendor all criteria and full information as to the Project’s requirements, and shall furnish the following:

1. Provide Vendor with all known available information that is pertinent to the Project.
2. Meet with Vendor for ongoing discussions to assist in directing the vendor.
3. Give thorough consideration to all reports, exhibits or technical memorandums and other documents presented by Vendor and inform Vendor of all decisions within a reasonable time so as not to delay the work of Vendor (i.e. furnish approval or instructions for change).
4. Promptly schedule all required special meetings, serve all public and private notices, receive and act upon all protests.
5. Designate, in writing, a single person to act as Vendor point of contact with the City. The contact person for the City of Spring Hill will be [Insert name and position].
6. Give prompt written notice to Vendor when it is known that either the Project criteria or conditions have changed, or there is reason to believe Vendor work is deficient in intent or technical content.

ARTICLE 3 - TERM

1. The services of the Vendor shall be undertaken and completed by [Insert Completion Date], unless otherwise agreed upon by the City. A milestone schedule for the Project shall be as provided in Exhibit B attached hereto.

ARTICLE 4 – PAYMENT TERMS

As a matter of practice, the City pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City’s preferred payment terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the City’s preferred payment terms are unacceptable to the proposer, then the proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City’s selection criteria. Payment terms are non- negotiable after award is made.

ARTICLE 5 – NOTICE

All notices, certificates or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor: Attn: Katherine Banik
 2505 N. Oakland Avenue
 Milwaukee, WI 53211

If to City: Attn: Pam Caskie
 Title: City Administrator
 199 Town Center Parkway
 Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq. City
 Attorney
 P.O. Box 1431
 Columbia, TN 38402-1431

ARTICLE 6 - TERMINATION

1. This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms outlined herein through no fault of the party initiating the termination.
2. In the event of termination by either party, Vendor shall be compensated for all services performed prior to the termination date.

ARTICLE 7 - DISPUTE RESOLUTION AND GOVERNING LAW

1. The City and Vendor shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if an informal resolution cannot be achieved, the parties shall submit the matter to a mutually agreed upon mediator in an attempt to resolve the dispute through the mediation process. Such mediation process shall be initiated by a request in writing by either party.
2. The mediation provision can be waived by the mutual consent of the parties or by either party if such party's right would be irrevocably prejudiced by a delay in initiating a legal proceeding.

3. Governing Law, Venue and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue and jurisdiction for any dispute arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

ARTICLE 8 – BREACH

1. The term “breach of agreement” specifically includes, but is not limited to, failure to comply with any applicable federal, state or local laws or regulations.

2. One or more waivers of breach of any provision of this Agreement by any party shall not be construed as a waiver of subsequent breach of the same provision, nor shall it be considered a waiver of any other then existing or subsequent breach of a different provision.

3. The substantially prevailing party in any legal proceeding hereunder by and between the parties shall be entitled to their reasonable attorney’s fees and court costs incurred in said legal proceeding.

ARTICLE 9 - MODIFICATION

This Agreement shall not be modified unless such modifications are evidenced in writing in the form of a written Amendment, which is signed by both the City and Vendor. Should any changes in the design of the Project be necessary, the City’s designee shall report such change to Vendor in writing. If the City determines that any changes in work are necessary to complete the Project, then Vendor shall be allowed compensation based upon the original contract terms, including the additional work in the overall cost of the construction of the Project.

ARTICLE 10 - INDEMNIFICATION

Vendor agrees to indemnify and save the Government of Spring Hill, the City of Spring Hill and individual, on or off duty, officers, and employees of the City of Spring Hill, harmless from any and all losses, damages and expenses, including court costs and attorneys’ fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Spring Hill..

ARTICLE 11 – INSURANCE

Vendor shall maintain, during the term of this Agreement, or any extension hereof, the following insurance policy, written by an insurance company authorized to do business within the State of Tennessee, and furnish City, in duplicate, Certificates of Insurance as evidence thereof:

1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence; Two Million Dollars (\$2,000,000) General

Aggregate; One Million Dollars (\$1,000,000) Personal and Advertising Injury; and Two Million (\$2,000,000) Products-Completed Operations Aggregate;

2. Professional liability insurance in the amount of not less than Two Million Dollars (\$2,000,000), combined single limit, per occurrence;

3. Automobile Liability (Owned, Non-owned, and Hired Vehicles) policy limit of not less than \$1,000,000 Combined Single Limit Each Accident;

4. Employers Liability policy limit not less than One Million Dollars (\$1,000,000) Bodily Injury Each Accident; One Million Dollars (\$1,000,000) Policy Limit Bodily Injury by Disease; and One Million Dollars (\$1,000,000) Each Employee Bodily Injury by Disease;

5. Workers' compensation insurance as required by the State of Tennessee. Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of the statutory limit for each occurrence

ARTICLE 12 - SEVERABILITY

In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

ARTICLE 13 - BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective heirs, administrators, successors and assigns.

ARTICLE 14 - INDEPENDENT CONTRACTOR RELATIONSHIP

It is specifically understood that Vendor relationship with City shall be that of independent contractor and Vendor shall in no sense be considered an agent or employee of City, nor shall Vendor be, as a result of the relationship established by this Agreement, entitled to or eligible to participate in any benefits or privileges extended or given by City to its employees, notwithstanding this Agreement.

ARTICLES 15 - HEADINGS AND EXHIBITS

The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

ARTICLE 16 - FORCE MAJEURE

Vendor shall not be liable to City or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond Vendor reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authority approval delays which are not caused by any act or omission by Vendor and unusually severe weather. Vendor agrees to notify City of the existence and nature of any delay.

ARTICLE 17 – ENTIRE AGREEMENT

This Agreement and accompanying documents contain the entire agreement between the parties with respect to the subject matter hereof and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are superseded hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed on the day and year of the first above written. No portion of this SOW may be reproduced, duplicated, or revealed in any manner without the prior written consent of READY REBOUND.

READY REBOUND:

Ready Rebound, Inc.

By: _____
David Reeves, Chief Executive Officer

Date: _____

CLIENT:

The City of Spring Hill

By: _____
Name: Jim Hagaman
Title: Mayor
Address:
199 Town Center Pkwy
Spring Hill, TN 37174

**RFP - FIREFIGHTER 3D MOVEMENT
ASSESSMENT AND INDIVIDUALIZED
FITNESS PROGRAMS**



**READY
REBOUND**

**READY REBOUND, INC
2505 NORTH OAKLAND AVENUE
MILWAUKEE, WI 53211
800-781-2320
READYREBOUND.COM**

MAY 2023

**CONTACT:
Katherine Banik
(615) 788-3278**



Table of Contents

Executive Summary	2
Proposal Responses	
Experience and Qualifications	3
Insurance Requirements - COI Attachment	8
Unique Strengths of the Proposer/Proposal	9
Thoroughness and Quality of Proposal	11
Methodology and Schedule	12
Fee for Proposed Products and Services	16
Exceptions and Deviations	17
Appendix A - Sample Agreement/Statement of Work	19
Appendix B - Proposal Submittal Form	27
Appendix C - Verification of References Form	30
Exhibit A - Certificate of Insurance	31



READY REBOUND

EXECUTIVE SUMMARY

Ready Rebound is pleased to present the City of Spring Hill with a proposal for Firefighter 3D Movement Assessment and tailored Fitness Programs.

Since its founding in 2015, Ready Rebound has emerged as a leader in technology-driven preventative and injury recovery programs and navigation management for essential workers and first responders. Ready Rebound serves over 60,000 members and their families across over 290 municipalities and 12 states. Ready Rebound clients include many municipalities similar to Spring Hill Fire, including the Memphis Fire Department, Puget Sound Fire Department, FDNY Bravest, Graham Fire and Rescue, and more.

Ready Rebound operates two main service lines: Recover and Vitality. Both programs focus on providing the latest in cutting-edge health technology and services to essential workers and first responders. To best satisfy the goals and requirements of The City of Spring Hill, Ready Rebound is proposing a three-year subscription to our Vitality program.

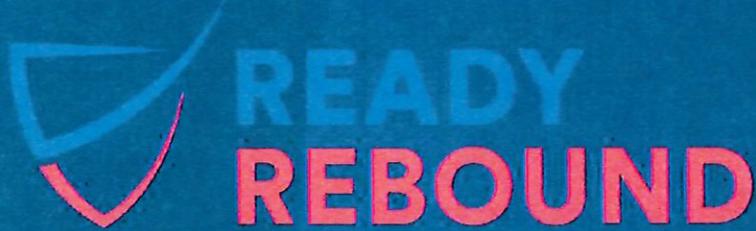
The Vitality program uses cutting-edge technology that leverages the latest clinical research to help first responders improve body function and identify the risk of injury associated with their jobs. After an in-person 3D movement assessment, the member will receive access to the Ready Rebound App and a tailored exercise program to address the deficits noted on the individual's assessment. The Ready Rebound App provides access to a physical therapist, athletic trainer, and Certified Strength and Conditioning Coaches, and more.

Throughout the engagement, Ready Rebound subject matter experts will then guide members on their journey to improved strength, health, and performance. All group data will be articulated to department leadership.

We, at Ready Rebound, are former fire and police chiefs, police officers, firefighters, educators, and sports medicine trained therapists, who understand the challenges our partners and members face. We have a deep understanding of the impact injuries can have on a department roster and their budgets, as well as the positive effects that occur when an employee returns to work healthy and ready for duty. Every hero deserves the care of a champion. Ready Rebound is committed to protecting those who protect us.

We sincerely hope to partner with The City of Spring Hill to provide its first responders with cutting-edge tailored fitness programs to help improve performance outcomes, reduce risk of injury, and increase overall well-being.

Thank you for your consideration.



A. Experience and Qualifications

➤ 1. Overview of the firm including organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) and a brief history

Ready Rebound brings the principles of sports medicine to our community's everyday athletes of first responders. Ready Rebound's services include 3D movement assessments and fitness programs, as well as post injury recovery and navigation management for essential workers and first responders. Our solutions help first responders mitigate serious injury and accelerate healing so they can return to work more quickly and at full capacity. Ready Rebound services reduce first responder injury recover time by up to 50% while minimizing municipality health care costs, workers compensation claims and overall overtime costs. Ready Rebound serves over 60,000 members and their families across 12 states.

Ready Rebound, Inc., was established in 2015 under the name Tactical Athlete Health and Performance Institute. In 2020 it rebranded under the name Rebound, and then in December 2021, as Ready Rebound. Ready Rebound, Inc. is a privately held Delaware C-corp.

Ready Rebound takes great pride in establishing trustworthy, transparent, and mutually beneficial partnerships with the municipalities, healthcare providers, and members we serve. Our solutions – RECOVER and VITALITY – help first responders mitigate serious injury and accelerate healing so they can heal and return to work sooner.

As your elite healthcare navigation company, our mission is twofold. First, we deliver expedited, high-quality healthcare advocacy to injured first responders. Second, we utilize cutting-edge preventative health techniques to help first responders improve body function and proactively identify and decrease the risk of injury associated with their jobs.

➤ 2. Describe the firm's experience, expertise, and capabilities with respect to local government clients.

Ready Rebound specializes in serving local governments. Ready Rebound serves over 290 municipalities in 12 states. In fact, 100% of Ready Rebound's clients are local governments, with over 60,000 first responders and family members having access to injury recovery services, fitness programs and 3D movement assessments across the United States.

READY REBOUND

KEY PERSONNEL

- ▶ 3. Identify key personnel that would be assigned to this client and identify each member's education, certifications, experience, and qualifications. Indicate the degree of availability of each identified individual for this client.



Trent Nessler

Northern Arizona University

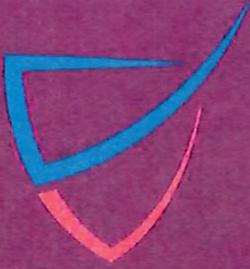
Dr. Nessler holds a Bachelor of Science in Exercise Physiology from Northern Arizona University, a Masters Degree in Physical Therapy from Northern Arizona University, and a PhD in Biomechanics and Motor Learning from Northern Arizona University. Dr. Nessler has worked in sports medicine for 25+ years and researching injury prevention for 20+ years. Dr. Nessler is an internationally recognized expert and educator in injury prevention, is a published researcher, published author (How To Build A Badass Firefighter) and innovator in movement science and technology. Dr. Nessler is the co-founder of the ViPerform AMI and ViMove+ AMI which has been used to assess 70,000 active individuals (athletes, military personnel and first responders) across 5 different countries. The ViMove+ AMI is currently the largest database in the world for objective movement data and is currently being used in several international research projects. Dr. Nessler is also the founder | developer of the AMI Certification Course offered through Northeastern Seminars and UT Chattanooga. Dr. Nessler has certified over 400+ clinicians in the AMI. Since Dr. Nessler is a resident of Williamson County, he will be the main point of contact for Vitality for the City of Spring Hill Fire.



Logan Cobb

Boise State University

Logan Cobb holds a Bachelor of Science degree from Boise State University in Athletic Training, is a certified strength and conditioning specialist and is Level III AMI Certified. Logan served as the head athletic trainer and strength coach for the PGA for 7 years and has been providing virtual personal training for 6 years. Logan oversees the implementation of AMI testing and development and programming of the Ready Rebound App and programming. Logan deploys and monitors all programming via the app to members and tailors programs based on individual needs.



READY REBOUND

PROPOSAL RESPONSES

➤ **4. Identify the number of additional clients which would be managed by key personnel during the timeframe anticipated by the City's term of award.**

Every Vitality engagement begins with an in-depth assessment of members' movement. During the reserved assessment period, Spring Hill will receive a fully dedicated team.

Following the assessment, our team will immediately produce reports, which assess member's health metrics and injury risks. These reports will be immediately reviewed with the member.

Then, our team will transfer members into the Vitality app, which will provide tailored exercise regimens for each member, track progress, and suggest improvements. As members continue to engage with their personalized exercise regimens, our staff will be readily available to help with any questions, issues, or adjustments to exercise plans.

At this time, it is not possible to estimate how many additional clients will be managed by key personnel over a three-year period. But regardless of how many clients we engage, our personnel will be completely dedicated to Spring Hill during assessment periods and readily available during the entire engagement.

➤ **5. Identify how long the organization has been providing the services being requested by this Request for Proposal for similar clients.**

Ready Rebound has been providing preventative movement assessments and fitness programs, as well as post injury recovery and navigation management for essential workers and first responders since 2015. The Vitality service line was established formally in 2020, based on prior 3D movement assessment pilot programming led by Trent Nessler, SVP of Ready Rebound Vitality.



READY REBOUND

PROPOSAL RESPONSES

▶ **6. Describe the firm's past success at services being requested by this Request for Proposals for similar clients.**

Ready Rebound currently services 293 municipalities across 12 states. For Vitality services, Ready Rebound has contracted with 12 municipalities since its formal inception in 2020.

Ready Rebound Vitality members are provided a tailored fitness program to address the deficiencies noted in the 3D movement assessment. Utilization of this program has helped members improve their physical fitness and movement, resulting in decreased risk of injury, improved performance, and overall health. Ready Rebound Vitality empowers members with preventative care routines. The City of Memphis engagement rates are three times industry average for personal fitness apps. Ready Rebound Vitality programming enables departments to address the complex and costly issue of musculoskeletal injuries while addressing member's overall health and wellness.

▶ **7. Provide examples of similar work produced for similar clients.**

As described in A.8 and A.9., Ready Rebound has worked with 12 municipalities to implement Vitality services. Specifically, Ready Rebound has worked with eight fire departments, two police departments, one department of corrections, and one department of public works who are all either similar to or larger in size than Spring Hill Fire.

Vitality services include a 3D health assessment, individualized health reports based on that assessment, personalized exercise regimens available via the Ready Rebound App, and continued personalized coaching and support. These services have been successfully rendered to each of the fire department's Ready Rebound has worked with, including Memphis Fire Department, Puget Sound Fire, FDNY Bravest, and Graham Fire.

▶ **8. Indicate the number of clients you and/or your firm currently service in the public sector and the number of public sector clients you or your firm have serviced in the last three (3) years.**

Ready Rebound currently services 293 municipalities across 12 states. For Vitality services, Ready Rebound has contracted with 12 municipalities. Ready Rebound has over a 95% retention rate since its inception in 2015.



READY REBOUND

REFERENCES

- 9. List at least three but no more than five clients for whom the firm has provided services closely resembling the services being requested by this Request for Proposals within the last three (3) years. For each client, describe the type of work performed by the firm, indicate similarities and differences of the client with the City of Spring Hill, and note the period of time the firm was or has been retained as a client. For each client, include the name, title, street address, e-mail address, and phone number of a contact person that the City may contact as a reference.

Below, we list four clients for whom Ready Rebound has provided services closely resembling the services being requested by this RFP within the last three (3) years. Please also find additional details about these references in Appendix C – Verification of References Form.

Current Client References (see Appendix C)

Contact	Contact Name	Phone/Email	Address
Puget Sound Fire (WA)	Battalion Chief John Gallup	jgallup@pugetsoundfire.org 253-856-4300	20678 72nd Ave S Kent, WA 98032
Memphis Fire Department (TN)	Lt. Bruce Good, OSHA Coordinator	bruce.good@memphistn.gov 901-636-5757	Memphis Fire Training Center - 4341 Robertson Rd, Memphis, TN 3812
Graham Fire (WA)	Deputy Chief of Operations, Tom Mason	tmason@grahamfire.org 253-847-8811	23014 70th Ave E, Graham, WA 98338
FDNY Bravest (active FDNY Fire members)	Head Coach, Steve Orr	sao42@aol.com 646-210-4470	3000 Emmons Ave. Brooklyn, NY 11229

READY REBOUND

INSURANCE REQUIREMENTS

- 10. Indicate the presence or absence of any conflict of interest between the firm and/or its key personnel and the City.

There is no conflict of interest between Ready Rebound and its key personnel and the City.

- 11. Indicate the ability of the firm to meet the City's insurance requirements as provided in the example Professional Services Agreement.

Ready Rebound acknowledges the City of Spring Hill's insurance requirements. Our current COI is below which has satisfied all 293 municipal clients to date. A request for quote has been submitted to increase our Professional Liability to a minimum of \$2 million. This COI has been attached as EXHIBIT A as well.

READREB-01 CBLASINGAME

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 4/26/2023

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

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

PRODUCER Robertson Ryan - Milwaukee 330 East Kilbourn Avenue, Suite 300 Milwaukee, WI 53202	AGENT Christine Blasिंगame PHONE (414) 221-0387 1387 FAX (414) 271-0196 EMAIL cblasingame@robertsonryan.com
INSURED Ready Rebound Inc 2805 North Oakland Avenue Milwaukee, WI 53211	INSURER A: Selective Insurance Company of America NAIC # 12672 INSURER B: BERKLEY REGIONAL INSURANCE COMPANY 29680 INSURER C: LLOYDS OF LONDON INSURANCE INSURER D: INSURER E:

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

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

POLICY LINE	TYPE OF INSURANCE	DECLARED (YES/NO)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
						PER OCCURRENCE	AGGREGATE
A	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	S2552407	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (per occurrence) \$ 100,000 MED EXP (per person) \$ 10,000 PERSONAL & ADJ. EXP. \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMMOD. \$ 3,000,000	
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>		S2552407	4/1/2023	4/1/2024	REVISED SINGLE LIMIT (per accident) \$ 1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$	
A	UNEMPLOYMENT BENEFITS EXCESS UMB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLASS USAGE <input type="checkbox"/> DEB <input checked="" type="checkbox"/> RETIREMENTS <input type="checkbox"/>	X	S2552407	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000	
B	E&O Cyber Liability		BMP-1013560-00 ESK0439400549	4/1/2023 8/15/2022	4/1/2024 6/15/2023	PER OCCURRENCE \$ 1,000,000 Aggregate \$ 6,000,000	

FOR THE POLICY OPERATIONS / LOCATIONS / VEHICLES (ACORD 101-A) AND REMAINS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY CONTRACT. AS REQUIRED BY WRITTEN CONTRACT, ANY PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON A PRIMARY & NON-CONTRIBUTORY BASIS WITH RESPECT TO THE GENERAL LIABILITY.

AS REQUIRED BY WRITTEN CONTRACT, A WAIVER OF SUBROGATION APPLIES ON THE GENERAL LIABILITY.

CERTIFICATE HOLDER City of Spring Hill 133 Town Center Parkway Spring Hill, TN 37174	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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UNIQUE STRENGTHS

B. Unique Strengths of the Proposer / Proposal

1. Describe the exceptional, value-added features of your proposal

Ready Rebound Vitality is the only company that leverages technology to provide lab quality 3D movement assessment and programming provided to members based on their results. Vitality is also the only company that leverages technology to capture “objective” data from multiple sources to provide departments with data that identifies the areas of opportunity to meaningfully impact musculoskeletal injuries.

Led by an internationally recognized leader and researcher in the area of movement assessment and injury prevention, Ready Rebound Vitality will provide Spring Hill Fire with the latest in sports science and research.

In addition, Ready Rebound Vitality’s proposal offers exceptional value to Spring Hill Fire. Our pricing consists of a low annual membership cost per member. Items included in this proposal free of cost include the following:

- Implementation
- Three-Day 3D Assessment of Member’s Health and Injury Risk
- Vitality App Subscription
- Ongoing Personalized Coaching and Support from Member Services
- Annual Review

Simply put, no other organization is offering advanced preventative assessments and exercise regiments with as robust of a service and support model.

As former fire and police chiefs, police officers, firefighters, educators, and sports medicine trained therapists, who understand the challenges our partners and members face, we are committed to providing the highest standard of care at prices that are affordable to the departments that serve and protect us.

✓ Precision Assessment

- Industry-leading 3D screening with the most accurate results outside a sports lab environment
- 3,500 data points captured per person
- Individualized & targeted workout program

✓ Targeted Intervention

- Ready Rebound app offers stackable programs to improve any fitness
- 24/7 support with ATC/strength coach
- Rewards & feedback drive engagement and motivation

✓ Department Benefits

- Stronger team means less down time, increased budget savings and happier employees
- Comprehensive annual reporting identifies opportunities for continued success



READY REBOUND

UNIQUE
STRENGTHS

2. What sets your firm apart from your competition?



Experience

With a combined 35 years-experience of injury prevention and performance enhancement in professional sports and military personnel, the Vitality leadership team provides scientific, research based, efficient and reliable programming not offered anywhere else. In addition, Ready Rebound is the only company offering preventative health assessments and fitness regimes that has implemented its program with over 5,000 first responders.



Industry Leaders

Dr. Nessler, SVP of Vitality, is not only a leader in injury prevention but is also the founder and developer of the technology that is being used by professional sporting organizations, first responders and health care professionals across 5 countries. As the source of information for all the national and international users, he is afforded insight to mass data sets, injury trends and clinical solutions before anyone else in the industry.



Innovators

The Vitality team leverages cutting-edge technology to perform 3D assessments on every member. After the in-person assessment, the member will receive access to the Ready Rebound App and a customized exercise program to address the deficits noted on the individual's assessment. In addition, the Ready Rebound App usage and biometric data, which allows further insight into factors which influence musculoskeletal injuries.



Local Resident

Dr. Nessler is not only the SVP of Ready Rebound Vitality but is also a Williamson County Resident. He has a true calling and passion to work with first responders, especially those in his community.



READY REBOUND

THOROUGHNESS
AND QUALITY

C. Thoroughness and Quality of Proposal

1. Demonstrate an understanding of the City's needs as described in this Request for Proposals.

Ready Rebound understands that the City of Spring Hill and Chief Temple would like to ensure that each individual in the Fire Department is physically fit and can perform their job responsibilities with excellence. The City of Spring Hill understands that healthier individuals are happier, generally have longer and more productive lives, and are more effective at their work.

As such, The City of Spring Hill is seeking a customized workout program, not a one-size-fits-all model, for its firefighters. The City is seeking a program that will take into account the various fitness levels of its firefighters using cutting-edge technology to assess each individual's relative strength, health, and injury risk. The winning program will allow each member to understand how they are moving now, help them with any deficits they might have, and teach them to move and exercise in such a way that will strengthen them, reduce injury risk, and lead to a longer, happier, and more productive career.

The City also hopes this program will be the starting point for job functionality testing.

2. The proposer shall demonstrate they have responded thoroughly to this Request for Proposals, including the instructions.

Ready Rebound has responded thoroughly to this Request for Proposals, including the instructions.



READY REBOUND

METHODOLOGY

D. Methodology and Schedule

1. Describe the proposed approach.

Ready Rebound Vitality is designed to establish and improve an employee's baseline movement and mitigate risk of injury. In conjunction with the City of Spring Hill's job functionality testing, Ready Rebound Vitality, can help ensure that each individual with the department can perform their job responsibilities to the fullest extent. Ready Rebound Vitality will be implemented in a multi-phased approach.

Phase 1: After contract signed, initiate Ready Rebound Vitality health and wellness program to best prepare all department members to minimize the number and severity of injuries that occur both on or off duty.

- Week #1: Initial Kickoff Call with Leadership
 - Explain testing process, resources & space needed for testing, initiate scheduling and work on dates
 - Explain best case scenario for compliance with testing (mandatory non-punitive vs. voluntary etc.)
 - App tutorial link discussed for distribution to all department staff via target solutions
 - Talk about rewards or challenges - what does the department see as incentive to perform

Phase 2: Training key staff.

- Week #1: Training: Ideally we meet with Lieutenants/PFT Committee to bring them up to speed on full program services and resources. This could be done via zoom or in-person
- Testing Dates Locked in and Confirmed

Phase 3: On Site Implementation of our proprietary 3D Movement analysis using the Athletic Movement Index and the most advanced Inertial Movement Units on the market with City of Spring Hill members.

- Week #1: On-Site Testing - "Advanced Movement Protocol" Program Initiation
 - Face to face interaction, testing and immediate assessment overview (*see sample movement report excerpt)
 - App profile created, assessment uploaded, welcome message sent
 - Tailored Workout Protocol Assigned & Updated dependent upon Assessment Results
- Week #2: Follow up
 - Email to member if app not downloaded/activated.
 - Monitor compliance, send message in app to get log in and engagement
 - Custom programs created for those who needed/wanted them.

READY REBOUND

METHODOLOGY

- Week #3: Personalized Touch Point
 - Reach out to those who have been using the app to inquire about specific issues noted during their testing - building rapport and trust
 - Follow up with the leadership & PFT committee to set the first follow up meeting.
 - Mass email to all in the department to introduces challenges, rules, and prizes

Phase 4: Vitality Wellness Continuum

- Programming Progression will change monthly
 - Monthly Workouts Uploaded to Department Group, edits to custom programs if needed
 - New Educational Resources Released Monthly
 - Monthly Sleep / Hydration Questionnaires sent out
 - Monthly check in by athletic trainer and/or subject matter expert
 - Quarterly check ins with PFT's/Wellness committee
 - Open Q&A's as needed with Ready Rebound Vitality staff to answer department questions

Phase 5: Annual Review

- Set End Of Year Annual Review Meeting with Decision Makers
- Review years progress, injury data comparison and identification or areas of opportunity to improve injury mitigation per department results.
- Review Department feedback, adjust programming, communications and implementation for better compliance and utilization
- set logistics call for year 2 testing, and set annual testing date

Year 2 and 3:

- Re-testing, results comparison, identifying areas of individual opportunity for improvement.
- Year 2 of Advanced Movement Protocol begins after all department personnel are tested
- Continued PFT involvement & education - strengthen bond between Vitality/PFT/Members
- Continued program improvement/advancement working with department leadership/Wellness Committee.





READY REBOUND

METHODOLOGY

*Sample Movement Report Excerpt:

Left Side		Symmetry	Right Side	
SIDE PLANK (LEFT)	 28/30	96%	29/30 	SIDE PLANK (RIGHT)
SINGLE LEG SQUAT (LEFT)	 51/60	98%	50/60 	SINGLE LEG SQUAT (RIGHT)
SINGLE LEG HOP (LEFT)	 55/60	99%	55/60 	SINGLE LEG HOP (RIGHT)
SINGLE LEG HOP PLANT (LEFT)	 38/48	86%	44/48 	SINGLE LEG HOP PLANT (RIGHT)
ANKLE LUNGE (LEFT)	 7/9	78%	9/9 	ANKLE LUNGE (RIGHT)
Aggregate LSI		91%		

All members will receive immediate report access and a detailed overview of results upon completion of the Ready Rebound Vitality Movement Assessment. The main purpose of the report is to identify any major risk of injury to the individual member. Areas of opportunity and concern will be highlighted and discussed, and tailored programs will then be implemented through the Ready Rebound app to address these areas.



READY REBOUND

METHODOLOGY

2. Present a proposed schedule in a Gantt-style format that identifies all major events and tasks to be performed by the firm and the City, to include any meetings and milestones. The schedule shall include allowances for periods of times and meetings required for organizational input as well as for the City's review and approval of submissions.



City of Spring Hill Testing Schedule

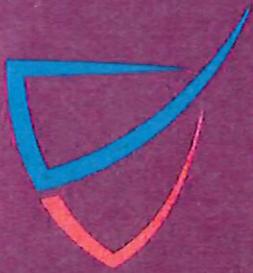
ACTIVITY	PLAN START	PLAN DURATION	Week									
	Week	Week	1	2	3	4	5	6	7	8	9 to 47	48 to 52
Evaluation of Proposal	22-May	2										
Award of Contract	5-Jun											
Start Work	1-Jul (start of Week 1)											
Kick Off Meeting	Week 1	1	█									
Program Development	Week 2 to Week 4	3		█	█	█						
Onsite Testing/3D Assessment	Week 4 to Week 9	1				█	█	█	█	█		
Fitness Program	Week 9 to Week 52	48-50									█	█
Annual Review	Week 48	1										█

3. Provide evidence of ability to complete the scope of work within the time frame indicated in the proposal.

Ready Rebound has successfully serviced over 293 municipalities across 12 states. Ready Rebound specializes in implementing its programs with local governments. Ready Rebound is confident it will continue to deliver completed scopes of work within the time frame indicated in this proposal.

Our project management staff is extremely experienced in successfully deploying our services.

As included in our references, Ready Rebound has successfully deployed Memphis Fire Department, Puget Sound Fire Department, FDNY Bravest, and Graham Fire and Rescue well within the time frame indicated in this proposal. Each of these departments is similar in size or larger than Spring Hill Fire.



READY REBOUND

FEES

E. Fee for Proposed Products and Services

1. Below, the City has estimated the quantities per year of each service the City anticipates may be rendered pursuant to an award resulting from this procurement solicitation. For purposes of evaluating the fees quoted within each submitted proposal, the estimated quantities listed below will be applied to the unit pricing quoted by each proposer in order to determine an annual grand total fee which then will be multiplied by the number of years included in the initial term of award. Proposers shall note, however, that the estimated quantities are merely projections and do not represent a guaranteed minimum or maximum volume of services to be rendered in any year.

Ready Rebound understands that the estimated quantities are merely projections and do not represent a guaranteed minimum or maximum volume of services to be rendered in any year.

2. The service provider's mobilization, administrative, equipment and labor (and other similar non-unit) expenses may be quoted separate from the unit pricing quoted for proposed services. However, if the quoted unit pricing is not all-inclusive and fully burdened, then a detailed explanation and itemized pricing of any non-unit pricing shall be included with the proposal. Such explanation shall include a grand total of the proposed fees, both unit and non-unit, per year.

Ready Rebound's quoted unit pricing is all-inclusive and fully burdened. In this proposal, Ready Rebound is including over \$10k worth of implementation costs, personnel services, app support, personal support, and tailored coaching free of charge. Ready Rebound prioritizes the health and wellness of our first responders and is including these services free of charge to ensure not only that the total price is affordable to the City of Spring Hill but also to ensure that the City will have the support it needs to make sure the deployment is successful.

3. Quote, on the proposal submittal form, and describe, in the proposal, fees for the services to be rendered, expressed in terms of U.S. dollars per person per service.

Please see F.- Proposal Submittal Form. Please see Appendix A - sample Agreement/Statement of Work.



READY REBOUND

EXCEPTIONS & DEVIATIONS

Exceptions / Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Proposer(s) wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Proposer(s) will be deemed to have accepted the contract requirements as set forth in Exhibit A.

Ready Rebound does not have exceptions or deviations from the requirements of this RFP.



**READY
REBOUND**

CLOSING

**THANK YOU FOR THE OPPORTUNITY
TO SERVE THE
CITY OF SPRING HILL**



2505 North Oakland Avenue
Milwaukee, Wisconsin 53211



800-781-2320



readyrebound.com



hello@readyrebound.com

RFP - Firefighter 3D Movement Assessment and Individualized Fitness Programs



AGREEMENT/ STATEMENT OF WORK (SOW)
by and between
Ready Rebound, Inc., a Delaware company
and the City of Spring Hill Fire Department ("Client")

Dated: July 1, 2023
Ready Rebound *Vitality*

Introduction. Ready Rebound's *Vitality* service line is dedicated to creating an integrated, comprehensive, and personalized health, injury mitigation and performance program for Client. *Vitality*'s clinically proven solutions are designed to improve job preparation and recovery, as well as improve overall health, fitness and mitigate the risk of injury through sustainable and efficient evidence-based health, fitness, and performance results. This innovative program will lead to the discovery of new information, knowledge, and possibly tools that provide data and outcome driven metrics to improve the quality of life for a city worker, both during his/her career and post-retirement.

Project Description. The strategic phases of this project will begin with an initial period of consultative assessment that will inform the development of strategic research initiatives and implementation of targeted programs and practices. Our short-term goals include (a) understanding current programs in place and barriers to entry and compliance, (b) identify highest risk categories for risk of MSK injury, (c) identifying gaps in knowledge and practices that, if closed, will improve health of Client's employees, and (d) establish an injury mitigation program that rewards the employee and employer through improved physical and mental health, efficiency, reduced costs, and reduced time lost.

Deliverables. Ready Rebound will provide a team of experts and professionals who are licensed as physical therapists and athletic trainers, credentialed in advanced assessment of movement and strength and conditioning, trained in cutting edge technology and software, and established educators and researchers. The Ready Rebound team will work with Client to:

1. Establish and implement a 3D movement assessment with all active members. Achieving this milestone will involve:
 - a. Determine timing and location for mass deployment of 3D assessment using wearable sensor technology
 - b. Assess and assign individual members to fitness program based on 3D assessment results
 - c. Access to the Ready Rebound App for individualized program distribution and member interaction with licensed Physical Therapists, Athletic Trainer and Certified Strength and Condition Coach
2. Annual Review providing a comprehensive view of the departments opportunity to mitigate MSK injuries. This report will be a summation of:
 - a. All injury data collected through our Recover services
 - b. Movement data captured during the 3D movement assessment of member
 - c. Periodic surveys and biometric data (sleep cycles, HR, etc) collected via the

APPENDIX A - SAMPLE AGREEMENT/STATEMENT OF WORK

Ready Rebound App.

Implementation Timeline. Access to Ready Rebound's Vitality programming and services shall commence on July 1, 2023.

Fees for Vitality

Year 1 Vitality. Total Fees due and payable for Ready Rebound's Vitality Services performed during the term of July 1, 2023, to June 30, 2024, will be *Fourteen Thousand Eighty Dollars and 00/100 Cents* (\$14,080.00 = \$220 x 64 members) payable in full on or before July 1, 2023.

Year 2 Vitality. Total Fees due and payable for Ready Rebound's Vitality Services performed during the term of July 1, 2024, to June 30, 2025, will be *Fourteen Thousand Eighty Dollars and 00/100 Cents* (\$14,080.00 = \$220 x 64 members) payable in full on or before July 1, 2024.

Year 3 Vitality. Total Fees due and payable for Ready Rebound's Vitality Services performed during the term of July 1, 2025, to June 30, 2026, will be *Fourteen Thousand Eighty Dollars and 00/100 Cents* (\$14,080.00 = \$220 x 64 members) payable in full on or before July 1, 2025.

Billing Contact:

Name: _____

Email: _____

Telephone Number: _____

Client Entities:

TERMS AND CONDITIONS:

ARTICLE I - SCOPE OF SERVICES TO BE RENDERED BY VENDOR

1. Vendor shall perform all necessary professional services in a satisfactory and proper manner, consistent with the City's requirements for the Project and by reference made a part hereof, including, but not be limited to, the following:

a. See Above Deliverables

2. All documents prepared by Vendor that form a part of the services rendered hereunder shall, upon completion of the exhibits, calculations, draft reports, presentation material, etc. will become the property of the City. Such documents shall not be used by either party on any other project, except as reference materials.

3. The City will furnish all information, data, reports and maps as are existing and identified by Vendor as necessary for carrying out the work that are available to the City without cost to Vendor.

APPENDIX A - SAMPLE AGREEMENT/STATEMENT OF WORK

4. Vendor shall have the authority to request work assignments necessary to obtain additional information to revise the cost of service study if required.

ARTICLE 2 – CITY’S RESPONSIBILITIES

The City will provide to Vendor all criteria and full information as to the Project’s requirements, and shall furnish the following:

1. Provide Vendor with all known available information that is pertinent to the Project.
2. Meet with Vendor for ongoing discussions to assist in directing the vendor.
3. Give thorough consideration to all reports, exhibits or technical memorandums and other documents presented by Vendor and inform Vendor of all decisions within a reasonable time so as not to delay the work of Vendor (i.e. furnish approval or instructions for change).
4. Promptly schedule all required special meetings, serve all public and private notices, receive and act upon all protests.
5. Designate, in writing, a single person to act as Vendor point of contact with the City. The contact person for the City of Spring Hill will be [Insert name and position].
6. Give prompt written notice to Vendor when it is known that either the Project criteria or conditions have changed, or there is reason to believe Vendor work is deficient in intent or technical content.

ARTICLE 3 - TERM

1. The services of the Vendor shall be undertaken and completed by [Insert Completion Date], unless otherwise agreed upon by the City. A milestone schedule for the Project shall be as provided in Exhibit B attached hereto.

ARTICLE 4 – PAYMENT TERMS

As a matter of practice, the City pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City’s preferred payment terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the City’s preferred payment terms are unacceptable to the proposer, then the proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City’s selection criteria. Payment terms are non-negotiable after award is made.

APPENDIX A - SAMPLE AGREEMENT/STATEMENT OF WORK

ARTICLE 5 – NOTICE

All notices, certificates or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor: Attn: Katherine Banik
 2505 N. Oakland Avenue
 Milwaukee, WI 53211

If to City: Attn: Pam Caskle
 Title: City Administrator
 199 Town Center Parkway
 Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq. City
 Attorney
 P.O. Box 1431
 Columbia, TN 38402-1431

ARTICLE 6 - TERMINATION

1. This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms outlined herein through no fault of the party initiating the termination.
2. In the event of termination by either party, Vendor shall be compensated for all services performed prior to the termination date.

ARTICLE 7 - DISPUTE RESOLUTION AND GOVERNING LAW

1. The City and Vendor shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if an informal resolution cannot be achieved, the parties shall submit the matter to a mutually agreed upon mediator in an attempt to resolve the dispute through the mediation process. Such mediation process shall be initiated by a request in writing by either party.
2. The mediation provision can be waived by the mutual consent of the parties or by either party if such party's right would be irrevocably prejudiced by a delay in initiating a legal proceeding.

APPENDIX A - SAMPLE AGREEMENT/STATEMENT OF WORK

3. **Governing Law, Venue and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue and jurisdiction for any dispute arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

ARTICLE 8 - BREACH

1. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable federal, state or local laws or regulations.

2. One or more waivers of breach of any provision of this Agreement by any party shall not be construed as a waiver of subsequent breach of the same provision, nor shall it be considered a waiver of any other then existing or subsequent breach of a different provision.

3. The substantially prevailing party in any legal proceeding hereunder by and between the parties shall be entitled to their reasonable attorney's fees and court costs incurred in said legal proceeding.

ARTICLE 9 - MODIFICATION

This Agreement shall not be modified unless such modifications are evidenced in writing in the form of a written Amendment, which is signed by both the City and Vendor. Should any changes in the design of the Project be necessary, the City's designee shall report such change to Vendor in writing. If the City determines that any changes in work are necessary to complete the Project, then Vendor shall be allowed compensation based upon the original contract terms, including the additional work in the overall cost of the construction of the Project.

ARTICLE 10 - INDEMNIFICATION

Vendor agrees to indemnify and save the Government of Spring Hill, the City of Spring Hill and individual, on or off duty, officers, and employees of the City of Spring Hill, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Spring Hill..

ARTICLE 11 - INSURANCE

Vendor shall maintain, during the term of this Agreement, or any extension hereof, the following insurance policy, written by an insurance company authorized to do business within the State of Tennessee, and furnish City, in duplicate, Certificates of Insurance as evidence thereof:

1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence; Two Million Dollars (\$2,000,000) General

APPENDIX A - SAMPLE AGREEMENT/STATEMENT OF WORK

Aggregate; One Million Dollars (\$1,000,000) Personal and Advertising Injury; and Two Million (\$2,000,000) Products-Completed Operations Aggregate;

2. Professional liability insurance in the amount of not less than Two Million Dollars (\$2,000,000), combined single limit, per occurrence;

3. Automobile Liability (Owned, Non-owned, and Hired Vehicles) policy limit of not less than \$1,000,000 Combined Single Limit Each Accident;

4. Employers Liability policy limit not less than One Million Dollars (\$1,000,000) Bodily Injury Each Accident; One Million Dollars (\$1,000,000) Policy Limit Bodily Injury by Disease; and One Million Dollars (\$1,000,000) Each Employee Bodily Injury by Disease;

5. Workers' compensation insurance as required by the State of Tennessee. Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of the statutory limit for each occurrence

ARTICLE 12 - SEVERABILITY

In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

ARTICLE 13 - BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective heirs, administrators, successors and assigns.

ARTICLE 14 - INDEPENDENT CONTRACTOR RELATIONSHIP

It is specifically understood that Vendor relationship with City shall be that of independent contractor and Vendor shall in no sense be considered an agent or employee of City, nor shall Vendor be, as a result of the relationship established by this Agreement, entitled to or eligible to participate in any benefits or privileges extended or given by City to its employees, notwithstanding this Agreement.

ARTICLES 15 - HEADINGS AND EXHIBITS

The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

ARTICLE 16 - FORCE MAJEURE

Vendor shall not be liable to City or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond Vendor reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorityless approval delays which are not caused by any act or omission by Vendor and

APPENDIX A - SAMPLE AGREEMENT/STATEMENT OF WORK

unusually severe weather. Vendor agrees to notify City of the existence and nature of any delay.

ARTICLE 17 – ENTIRE AGREEMENT

This Agreement and accompanying documents contain the entire agreement between the parties with respect to the subject matter hereof and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are superseded hereby.

[Signature Page Follows]

APPENDIX A - SAMPLE AGREEMENT/STATEMENT OF WORK

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed on the day and year of the first above written. No portion of this SOW may be reproduced, duplicated, or revealed in any manner without the prior written consent of READY REBOUND.

READY REBOUND:

Ready Rebound, Inc.

By: _____
David Reeves, Chief Executive Officer

Date: _____

CLIENT:

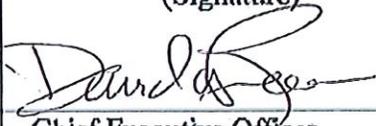
Mayor [Signature]
City of Spring Hill

By: [Signature]
Name: Jim Haganan
Title: Mayor
Address: P.O. Box 789
Spring Hill, TN 37174

APPENDIX B – PROPOSAL SUBMITTAL FORM

<u>Vendor's name, street address, and mailing address:</u>		Ready Rebound, Inc. 2505 N. Oakland Avenue Milwaukee, WI 53211
<u>Vendor's contact person's name (printed), title, telephone number and email address:</u>		Katherine Banik Account Executive (615)788-3278 kbanik@readyrebound.com
<u>Does the proposer take exceptions to the City's procurement solicitation? (Check box that applies)</u>		<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, proposer takes no exceptions.
<u>Are exceptions, if an, to the City's procurement solicitation listed, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted? (Check box that applies)</u>		<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, proposer takes no exceptions.
<u>Services to be Quoted</u>	<u>Estimated Quantities per Year</u>	<u>Unit Price, to be expressed in terms of U.S. Dollars per person per service</u>
3D Movement Assessment	64	\$0.00 (Included)
Individualized Fitness Program	64	\$220.00
Total Cost		\$14,080.00 annually
<u>Is unit pricing quoted above all-inclusive and fully burdened, or is unit pricing quoted above exclusive of any of service provider's mobilization, administrative, equipment, and labor (and other similar non-unit) expenses? (Check box that applies)</u>	<input checked="" type="checkbox"/> Unit pricing quoted above is all-inclusive and fully burdened. No other pricing applies to this proposal. <input type="checkbox"/> Unit pricing quoted above is exclusive of certain non-unit expenses. A detailed explanation and itemized pricing of any non-unit pricing is included with this proposal.	
<u>Proposer's Name:</u>	Ready Rebound, Inc.	
<u>Are the City's preferred payment terms (net 30 days from date of delivery or date</u>	<input checked="" type="checkbox"/> Yes.	

<p>of invoice, which ever is later) acceptable to the proposer?</p>	<p><input type="checkbox"/> No, proposer requests the following payment terms (attach).</p>	
<p>Last date that the proposal and associated pricing is valid and may be accepted by the City:</p>	<p><u>July 1, 2023</u></p>	
<p>Does proposer have a preferred method of payment?</p>	<p><u>ACH annual</u></p>	
<p>Are the following components included with this Proposal Submittal Form in the submittal?</p> <ul style="list-style-type: none"> • Detailed vendor-supplied description of proposed services; • Identification, listing and description of any exceptions to the procurement solicitation; • Contact information for required references • Vendor’s proposed agreement or contract, if any, the terms and conditions of which shall not be inconsistent with the City’s standard terms and conditions • A complete digital copy of submitted proposal documentation including any supporting exhibits 	<p><input checked="" type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, proposer chooses not to include all of the components (WARNING: doing so may cause the City to deem the proposal non-responsive)</p>	
<p>Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its proposal, it is the responsibility of each potential proposer to determine whether</p>	<p><input type="checkbox"/> Addendum No. _____</p> <p><input type="checkbox"/> Addendum No. _____</p> <p><input type="checkbox"/> Addendum No. _____</p> <p><input checked="" type="checkbox"/> No addenda.</p>	

<p>any addenda to this procurement solicitation have in fact been issued by the City.)</p>		
<p>Signature of Proposer's Authorized Representative: I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.</p>		<p>_____ (Signature) </p>
<p>Title of Proposer's Authorized Representative:</p>		<p>Chief Executive Officer _____ (Title)</p>
<p>Date of Signature:</p>		<p>May, 9, 2023 _____ (Date)</p>

APPENDIX C – VERIFICATION OF REFERENCES FORM

Failure to complete this form may result in your proposal being deemed non-responsive and rejected without further evaluation. Attach additional pages if necessary.

Your company must be able to provide the City of Spring Hill with at least three (3) municipal/business references who have received services from your company similar to those specified in this RFP.

Provide references below. The City of Spring Hill may contact the listed agencies.

- 1) **Client Name:** City of Memphis Fire Department
Client Contact: Bruce Good, OSHA Coordinator
Phone Number: 901- 636- 5757 **E-mail Address:** bruce.good@memphistn.gov
Contract Start/Expiration Dates: July 1, 2021 - June 30, 2026
Type of Work Performed: Ready Rebound has provided Vitality services for Memphis Fire Department's 1750 members since 2021 and Recover services since 2018. The Vitality services provided to Spring Hill would be identical to Memphis, with the exception that MemphisFire is a much larger department.
- 2) **Client Name:** Puget Sound Fire Department
Client Contact: Battalion Chief John Gallup
Phone Number: 253-856-4300 **E-mail Address:** jgallup@pugetsoundfire.org
Contract Start/Expiration Dates: January 1, 2023 - December 31, 2023
Type of Work Performed: Puget Sound has 265 members and has been a Vitality member since January 2023 and a Recover member since January 2020. The Vitality services provided to Spring Hill would be identical to Puget Sound, with the exception that Puget Sound is a larger department.
- 3) **Client Name:** FDNY Bravest
Client Contact: Steve Orr
Phone Number: 646-210-4470 **E-mail Address:** sao42@aol.com
Contract Start/Expiration Dates: October 2022 - December 31, 2023
Type of Work Performed: FDNY Bravest is the football team for the FDNY. Comprised of 80 firefighters, it has been a Recover and Vitality member since October 2022. The Vitality services provided to the FDNY Bravest are identical to the services Spring Hill will receive.
- 4) **Client Name:** Graham Fire and Rescue
Client Contact: Tom Mason, Deputy Chief of Operations
Phone Number: 253-847-8811 **E-Mail Address:** tmason@grahamfire.org
Contract Start/Expiration Dates: January 1, 2022 - December 31, 2023
Type of Work Performed: Graham's 131 members have been with Recover since 2018 and with Vitality since January 2022. The Vitality services offered to Spring Hill would be the same as Graham's with the exception that Graham is a larger department.



REQUEST: Approval of Resolution 23-93

SUBMITTED BY: Graig Temple, Fire Chief

DATE: June 5, 2023

RE: Firefighter Physicals

PURPOSE:

The purpose of this resolution is to authorize Fire Department to accept the RFP Bid by Maury Regional Occupational Health for the purpose of performing annual firefighter health and wellness physicals.

BACKGROUND:

In compliance with the National Fire Protection Association (NFPA) Standards (1500 and 1582)¹, as well as the State of Tennessee Barry Brady Act², the Fire Department provides annual health and wellness physicals to all firefighters.

FINANCIAL IMPACT:

The RFP Quote for the Program is itemized per employee with a total not to exceed \$60,000.00 in year one, \$66,000.00 in year two and \$72,600.00 in year three unless additional employees are hired. The Fire Department has budgeted for this expense in FY24.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-93 to permit the Fire Department to engage Maury Regional Occupational Health in this three-year contract.

References:

1. NFPA 1500 – Standard on Fire Department Occupational Safety, Health and Wellness Program
 NFPA 1582 – Standard on Comprehensive Occupational Medical Program for Fire Departments
2. State of Tennessee (2019); *Barry Brady Act*. TCA Title 7, Chapter 51, Part 201(d)

RESOLUTION 23-93

**A RESOLUTION OF THE CITY OF SPRING HILL, TENNESSEE TO APPROVE
CONTRACT FOR FIREFIGHTER HEALTH AND WELLNESS EXAMS**

WHEREAS, the City of Spring Hill operates a career fire department that responds to all hazards within the city; and

WHEREAS, the Fire Department provides annual medical physicals for all staff; and

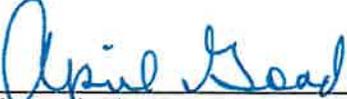
WHEREAS, the Fire Department does not have a current contract with any healthcare providers to perform the exams; and

WHEREAS, the City of Spring Hill Fire Department solicited bids through an open Request for Proposal (RFP) process in which a single vendor submitted a bid to perform the firefighter health and wellness exams.

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee to authorize the Fire Department to enter into a three-year contract with Maury Regional Occupational Health for an estimated amount not to exceed \$60,000.00 in year one, \$66,000.00 in year two and \$72,600.00 in year three for the described work identified in the RFP.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 5th Day of June 2023.

ATTEST:



April Goad, City Recorder



Jim Haganan, Mayor

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SPRING HILL, TENNESSEE
AND MAURY REGIONAL HOSPITAL AND AFFILIATES**

THIS AGREEMENT is made this the 5th day of JUNE, 2023, by and between CITY OF SPRING HILL, TENNESSEE (hereinafter "City") and MAURY REGIONAL HOSPITAL AND AFFILIATES, COLUMBIA, TENNESSEE (hereinafter "Vendor").

WITNESSETH:

WHEREAS, the City has determined to enter into an agreement that affirms itself to have extensive experience in providing firefighter annual physical medical examinations; and

WHEREAS, the City submits that it has the authority to contract with Vendor to provide professional services for the work desired by the City; and

WHEREAS, by entering into this Agreement, Vendor affirms that it has extensive experience in providing firefighter annual physical medical examinations (the "Medical Services") pursuant to (a) the requirements of NFPA 1582 (2022 edition); (b) applicable OSHA standards; (c) Cancer Presumption Bill for Firefighters as referenced in Tennessee Code Annotated §7-51-201; and (d) in accordance with the employee's age, previous medical history and previous medical tests; with such services to be provided to the City of Spring Hill in a professional manner in accordance with the terms and conditions of this Agreement as well as the standard of care practiced by other vendors and professionals performing similar services within the industry.

NOW, THEREFORE, in consideration of the premises and recitals hereinabove set forth, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the City and Vendor agree as follows:

ARTICLE 1 – SCOPE OF SERVICES TO BE RENDERED BY VENDOR

1. Vendor shall perform all necessary professional services in a satisfactory and proper manner, consistent with the City's requirements for the Medical Services and by reference made a part hereof, including, but not limited to, the following:

a. See Attached Exhibit A (Request for Proposal)

2. In accordance with state and federal law, including but not limited to state and federal privacy laws, Vendor shall provide timely reports and records reasonably agreed upon and required by City pertaining to the services rendered to or for City's employed and/or contracted firefighters (collectively, "Patients") as applicable. Notwithstanding the foregoing, all such reports and records, as well as original medical records with respect to the medical services

applicable to each Patient shall remain the property of Vendor. Vendor shall maintain such medical records in a professional manner consistent with the accepted practice of the community. Billing records shall be maintained by both parties as required by state and federal laws and regulations. City understands and agrees that all of the medical records and other protected health information maintained by Vendor will be held by Vendor in the strictest of confidence, and that City will not be entitled to have access to such medical records maintained by Vendor absent an appropriate written authorization from the Patient, or as permitted by law.

3. The City will furnish all information identified by Vendor as necessary for carrying out the work that are available to the City without cost to Vendor.

ARTICLE 2 – CITY’S RESPONSIBILITIES

The City will provide Vendor with all criteria and full information as to the Medical Services’ requirements, and shall furnish the following:

1. Provide the Vendor with all known available information that is pertinent to the Medical Services requested.

2. Designate, in writing, a single person to act as the Vendor point of contact with the City. The contact person for the City of Spring Hill will be KEVIN GLENN, its DEPUTY FIRE CHIEF.

3. Give prompt written notice to Vendor when it is known that either the Medical Services’ criteria or conditions have changed, or there is reason to believe Vendor work is deficient in in any material respect.

ARTICLE 3 – TERM

1. The term of this Agreement shall be three (3) years, commencing on July 1, 2023 (“Commencement Date”) and ending on June 30, 2026 (“Term”), and thereafter, shall automatically renew for consecutive one (1) year terms (each a “Renewal Term”) until either party gives notice of intent not to renew and/or to terminate in accordance with Article 6.

ARTICLE 4 – PAYMENT TERMS

As of the Commencement Date and continuing for the Term of this Agreement, and for Medical Services performed on behalf of Patients pursuant to this Agreement, City shall pay to Vendor in accordance with the fees as set forth on Exhibit B (“Fee Schedule”). The Fee Schedule shall be reviewed annually and the parties agree to negotiate in good faith to establish an appropriate Fee Schedule for the each Renewal Term. In addition, Exhibit B may be amended at any time to include additional Medical Services provided that the City’s Director of Human Resources and Vendor’s MRMG Chief Executive Officer mutually agree via electronic or other written communication to the fees for such additional Medical Services.

For purposes of City budgeting, and in the absence of unforeseen circumstances that, in the exercise of reasonable judgment, would negate the following caps, the parties agree that the City's annual spend for Medical Services shall not exceed the following:

<u>Contract Year</u>	<u>Cap on City's Annual Spend</u>
FY 2024	\$60,000.00
FY 2025	\$66,000.00
FY 2026	\$72,600.00

For avoidance of doubt, an example of an unforeseen circumstance would be that the growth in the number of firefighter physicals increased by greater than 10% in a Contract Year. In such event, the stated cap would be negated.

Each month, City shall pay to Vendor all undisputed charges owed to Vendor within thirty (30) days of receipt of invoice. City agrees that it must inform Vendor of any claimed errors within ten (10) business days of the invoice date and failure to do so will result in all such charges to be deemed "undisputed" and due and owing.

ARTICLE 5 – NOTICE

All notices, certificates or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor: Maury Regional Hospital and its Affiliates
Attn: Nathan Miller, MRMG Interim President
854 W. James Campbell Blvd.
Suite 301
Columbia, TN 38401

If to City: Attn: Pam Caskie
Title: City Administrator
199 Town Center Parkway
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
City Attorney
P.O. Box 1431
Columbia, TN 38402-1431

ARTICLE 6 – TERMINATION

1. This Agreement may be terminated at any time upon the occurrence of any of the following events:

- a.) For just cause. With the exception of section 1.(b) below, just cause permitting termination shall mean the failure by either party to comply with the material provisions of this Agreement after written notice of non-compliance and a reasonable opportunity of not less than thirty (30) days to cure such non-compliance.
- b.) For non-payment of monies owed. MRHS may terminate this Agreement immediately upon second written notice for City's failure to pay undisputed charges (as outlined in Article 4 above) within ten (10) business days after receipt of first written notice by Vendor.
- c.) Either party may terminate this Agreement without cause or penalty upon sixty (60) days prior written notice to the other party.

2. In the event of termination by either party, Vendor shall be compensated for all services performed prior to the termination date.

ARTICLE 7 – DISPUTE RESOLUTION AND GOVERNING LAW

1. The City and Vendor shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that only if an informal resolution cannot be achieved within a reasonable time, the parties may initiate a legal proceeding.

2. **Governing Law, Venue and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue and jurisdiction of any dispute arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

3. The substantially prevailing party in any legal proceeding hereunder by and between the parties shall be entitled to their reasonable attorney's fees and court costs incurred in a said legal proceeding.

ARTICLE 8 – NO WAIVER

One party's waiver, expressed or implied, of any default by the other party of any provision of this Agreement is not a waiver of any other default. A party's waiver of any default shall not affect the right of that party to require performance of the defaulted provision at any future time.

ARTICLE 9 – MODIFICATION

This Agreement shall not be modified unless such modifications are evidenced in writing in the form of a written Amendment, which is signed by both the City and Vendor.

ARTICLE 10 – INDEMNIFICATION

Vendor agrees to indemnify and save the Government of Spring Hill, the City of Spring Hill and individual, on or off duty, officers, and employees of the City of Spring Hill, harmless from any and all direct losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as such be occasioned solely by the negligence of the City of Spring Hill.

1. Indemnification by Vendor. Vendor agrees to indemnify and hold harmless City, the Government of Spring Hill and individuals, on or off duty, officers and employees of the City, against all liability, claims, damages, suits, demands, expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of Vendor's breach of this Agreement, and of the negligent errors and omissions or willful misconduct of Vendor, including its Medical Professionals, in the performance of or conduct related to Medical Services performed under this Agreement.

- a.) If seeking indemnification, City shall promptly notify Vendor, in writing, of any claim, lawsuit, or demand for payment asserted against City for which indemnification is sought, and shall promptly deliver to Vendor a true copy of any document or material of any kind that asserts such claim. City, its agents, representatives, and employees shall cooperate fully with Vendor at all times during the pendency of the claim or lawsuit. If City fails to notify Vendor promptly in writing or fails to cooperate in a timely manner with Vendor, Vendor's duties under this Article 10, Paragraph 1 shall be void and of no force and effect.
- b.) When Vendor accepts its indemnification obligation, Vendor reserves the right to control the investigation, trial and defense of such lawsuit or action, including all settlement negotiations, any appeal involved, and the choice of any attorneys to be engaged. City may, at its own cost, participate in the investigation, trial, defense, and appeal of such lawsuit or action.

2. Indemnification by City. City agrees to indemnify and hold harmless Vendor, its officers, directors, shareholders, agents and employees, against all liability, claims, damages, suits, demands, expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of City's breach of this Agreement, and of the negligent errors and omissions or willful misconduct of City, its agents, servants, employees and independent contractors (excluding the other party) in the performance of or conduct related to this Agreement.

- a.) If seeking indemnification, Vendor shall promptly notify City, in writing, of any claim, lawsuit, or demand for payment asserted against Vendor for which indemnification is sought, and shall promptly deliver to City a true copy of any document or material of any kind that asserts such claim. Vendor, its agents, representatives, and employees shall cooperate fully with City at all times during the pendency of the claim or lawsuit. If Vendor fails to notify City promptly in writing or fails to cooperate in a timely manner with City, City's

duties under this Article 10, Paragraph 2 shall be void and of no force and effect.

- b.) When City accepts its indemnification obligation, City reserves the right to control the investigation, trial and defense of such lawsuit or action, including all settlement negotiations, any appeal involved, and the choice of any attorneys to be engaged. Vendor may, at its own cost, participate in the investigation, trial, defense, and appeal of such lawsuit or action.

ARTICLE 11 – INSURANCE

Vendor shall maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance and professional liability insurance covering it and its Medical Professionals, each having a combined single limit of not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of Vendor's obligations, as applicable, under this Agreement. Vendor will provide CITY with certificates evidencing said insurance, if and as requested. Vendor further agrees to maintain, for a period of not less than five (5) years following the termination of this Agreement, "tail" insurance to the extent any insurance required hereunder is underwritten on a claims-made basis. Vendor may provide the insurance coverage set forth in this Section through self-insurance. Vendor and City shall each maintain workers' compensation insurance on its respective employees throughout the term of this Agreement to the extent required by law.

ARTICLE 12 – SEVERABILITY

In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

ARTICLE 13 – BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective heirs, administrators, successors and assigns.

ARTICLE 14 – INDEPENDENT CONTRACTOR RELATIONSHIP

It is specifically understood that Vendor relationship with City shall be that of an independent contractor and Vendor shall in no sense be considered an agent or employee of City, nor shall Vendor be, as a result of the relationship established by this Agreement, entitled to or eligible to participate in any benefits or privileges extended or given by City to its employees, notwithstanding this Agreement.

ARTICLE 15 – HEADINGS AND EXHIBITS

The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

ARTICLE 16 – FORCE MAJEURE

Vendor shall not be liable to City or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond Vendor's reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Vendor and unusually severe weather. Vendor agrees to notify City of the existence and nature of any delay.

ARTICLE 17 – CONFIDENTIALITY

1. Confidentiality of Proprietary Information. Each party acknowledges that in the course of performing the duties contemplated by this Agreement, each party will become privy to various trade secrets and confidential information of the other. Each party recognizes and acknowledges that, by virtue of entering into this Agreement, they each may have access to certain information of the other that is confidential and constitutes valuable, special and unique property of the other. Throughout the term of this Agreement and at any time thereafter, each party agrees not to use, or disclose to any person, firm or corporation any information known by the other to be confidential or trade secrets relating to the business of the other or any parent, subsidiary, affiliate or division thereof.

2. Confidentiality of Patient Information. The parties expressly agree to comply with all applicable patient information privacy and security regulations set forth in Health Insurance Portability and Accountability Act ("HIPAA"), including the Privacy and Security rules and regulations, as amended from time to time.

ARTICLE 18 – RECORD RETENTION

To the extent applicable, the parties agree to maintain records relative to services performed under this agreement in sufficient detail to provide for verification by Medicare or other payors. If required, the parties agree to comply with the access to books, documents and records of subcontractors provisions of Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499), and 42 C.F.R., Part 420, Subpart (D), Section 420.300, et seq. In accordance with these provisions, the parties will, upon proper written request made in conformance with 42 C.F.R. 420.304, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to the parties books, documents and records (as defined in 42 C.F. R., Part 4240, as amended), which shall be deemed by the parties to supersede this provision and be made a part of this Agreement by reference.

ARTICLE 19 – ENTIRE AGREEMENT

This Agreement and accompanying documents contain the entire agreement between the parties with respect to the subject matter hereof and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are superseded hereby.

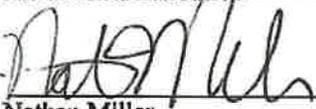
IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its authorized representative, and the Vendor has caused this Agreement to be signed by its authorized representative as of the day and year first written above.

CITY OF SPRING HILL, TENNESSEE

By: 
Jim Hagaman, Mayor

MAURY REGIONAL HOSPITAL AND AFFILIATES

By: 
Martin Chancy, M.D.
MRH Chief Executive Officer

By: 
Nathan Miller
MRMG Interim President

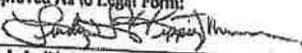
Approved As to Legal Form:

Linda L. Rippey Moore
MRH Chief Legal Officer

EXHIBIT A

REQUEST FOR PROPOSAL SUBMITTED MARCH 30, 2023

[To be inserted.]

EXHIBIT B

FEE SCHEDULE*

(* Subject to amendment on July 1st in each calendar year.)

[To be inserted.]

City of Spring Hill - Firefighter Annual Physicals

Submitted 3-30-23

Maury Regional Occupational Health is located at 1114 West Seventh St. in Columbia, Tennessee. It is a department of Maury Regional Medical Group which is a wholly owned subsidiary of Maury Regional Medical Center. Maury Regional Medical Center is an organization exempt from federal income tax and operates various health care facilities in a nine-county service area, including an acute care hospital located in Columbia, Maury County, Tennessee. Maury Regional Medical Center is owned by Maury County Government.

Maury Regional Medical Center has been doing occupational health related testing, physicals and procedures for many decades through our various clinics. To better serve our employer community, we decided to consolidate these services into a dedicated occupational health clinic, which opened in November of 2022. We do extensive and varying work for many local government clients and currently do annual firefighter physicals for the City of Columbia and the City of Lewisburg. We have done these physicals for many years in our other clinics and transitioned these to Occupational Health upon its opening in November of 2022.

Key Personnel:

- Doug Wilburn, MD: Dr. Wilburn is a board-certified orthopedic surgeon and is the medical director of Maury Regional Occupational Health. He previously practiced with the Middle Tennessee Bone and Joint Clinic in Columbia for 38 years.
- Linda Oakley, Occupational Health director: Linda holds a master's degree in nursing and has been with Maury Regional for more than 40 years. She was the director of occupational medicine at General Motors Spring Hill for more than 20 years as a contractor from Maury Regional. Linda has been doing firefighter physicals for two years and is CAOHC and NIOSH certified.
- Elizabeth Farrell, NP-C: Elizabeth is a board-certified nurse practitioner. Prior to working at Maury Regional Occupational Health, she worked for six years as a nurse practitioner at Maury Regional practices PrimeCare and Core Physicians. She has been doing firefighter physicals for four years and is CAOHC and NIOSH certified.
- Lisa Pogue, NP-C: Lisa is a board-certified nurse practitioner. Prior to working at Maury Regional Occupational Health, she worked for six years as assistant director of occupational medicine at General Motors Spring Hill. Before working at GM, Lisa worked for many years as a registered nurse and served as the charge nurse on the orthopedic floor at Maury Regional Medical Center. Lisa has been doing firefighter physicals for two years and is CAOHC and NIOSH certified.

All of Maury Regional Occupational Health providers are professionals who understand the duties, working conditions and mental and physical demands faced by firefighters.

Similar clients:

We currently perform annual firefighter physicals for the City of Columbia, Tennessee, and have done so through our clinics for more than 15 years. We also provide firefighter physicals for the City of Lewisburg, Tennessee, and have done so through our clinics for more than 10 years.

References:

1) Client Name: City of Columbia, Tennessee, Fire Department

Client Contact: Ty Cobb, Fire Chief

Phone Number: 931-560-1700

E-mail Address: tcobb@columbiatn.com

Contract Start/Expiration Dates: Current contract started 1/1/2019. We're working to finalize a new contract now. We have provided this service for more than 15 years.

Type of Work Performed: Annual firefighter physicals

2) Client Name: City of Lewisburg, Tennessee, Fire Department

Client Contact: Larry Williams, Fire Chief

Phone Number: 931-359-4544

E-mail Address: larry.williams@lewisburgtn.gov

Contract Start/Expiration Dates: We have provided this service for more than 10 years.

Type of Work Performed: Annual firefighter physicals

3) Client Name:

Maury County Government

Client Contact: Dana Gibson, Human Resources Director

Phone Number: 931-375-2400

E-mail Address: danagibson@maurycounty-tn.gov

Contract Start/Expiration Dates: Ongoing — not spelled out in a contract.

Type of Work Performed: We've had an ongoing relationship providing injury treatment, drug and alcohol testing, pre-employment and return to work physicals, wellness screenings and other occupational health services for many years.

Conflicts of Interests:

There are no conflicts of interest between any key personnel and Maury Regional Occupational Health.

Unique strengths of Maury Regional Occupational Health:

At Maury Regional Occupational Health, our experienced team prioritizes the health and safety of employees by helping to prevent, detect and treat illnesses and injuries that occur in or impact the workplace. Our facility is strictly dedicated to occupational health services.

When your business partners with Maury Regional Occupational Health, you can be assured we are qualified, knowledgeable and experienced in performing firefighter annual physical medical examinations pursuant to (a) the requirements of NFPA 1582 (2022 edition); (b) applicable OSHA standards; (c) Cancer Presumption Bill for Firefighters as referenced in Tennessee Code Annotated §7-51-201; and (d) in accordance with the employee's age, previous medical history and previous medical tests.

Maury Regional Occupational Health understands and can accommodate the City of Spring Hill, Tennessee, Fire Department's need to have Phase 1 of the physicals conducted on site. Also, we can accommodate however needed for the work schedule change from 24 on/48 off to 48 on/96 off. We will be able to meet your target timeframe to complete all NFPA required physical components.

Lastly, since we are a clinic solely dedicated to occupational procedures, we will be able to schedule new hires or current employees with a medical concern within two weeks of request.

Proposal Submittal Form

Vendor's name, street address, and mailing address: Maury Regional Occupational Health
1114 West 7th Street
Columbia, TN 38401

Vendor's contact person's name (printed), title, telephone number and email address: Patrick Harlan
Director of Business Development
Office: 931-380-4031
Cell: 931-794-5964
pharlan@mauryregional.com

Does the proposer take exceptions to the City's procurement solicitation? (Check box that applies) Yes, see enclosed
 No, proposer takes no exceptions

Are exceptions, if any, to the City's procurement solicitation listed, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted? (Check box that applies) Yes, see enclosed
 No, proposer takes no exceptions

Services to be Quoted
Unit Price, to be expressed in terms of U.S. Dollars per person per service

Proposal Submittal Form

Test / Service	Code	Current Unit Price	Unit Price Effective 7/1/23
Urinalysis (UA with Micro) Includes:	81003	\$10.00	\$10.00
<ul style="list-style-type: none"> • Color & Appearance • Specific gravity • pH • Protein • Glucose • Microscopic examination of urine sediment • Ketones • Occult blood • Leukocyte esterase • Nitrite • Bilirubin • Urobilinogen 			
Thyroid (our recommended testing) includes:			
• Free T4	84439	\$20.00	
• Free T3	84481	\$25.00	
• Thyroid-stimulating Hormone (TSH)	84443	\$30.00	\$35.00
Thyroid Add-Ons:			
• Thyroxine (T4)	84463	\$15.00	
• T3 Uptake	84479	\$10.00	
• Free Thyroxine Index (calculation)	No Charge	No Charge	
Complete Blood Count (CBC) Includes:	85025	\$20.00	\$25.00
<ul style="list-style-type: none"> • White Blood Count (WBC) • Red Blood Count (RBC) • Hematocrit • Platelets • Lymphs • Monocytes • Eos • Hemoglobin <ul style="list-style-type: none"> • Mean Corpuscular Volume (MCV) • Mean Corpuscular Hemoglobin (MCH) • Mean Corpuscular Hemoglobin Concentration (MCHC) • Polymorphonuclear Neutrophils (Polys) • Basos 			
Audiometric Testing (Audiogram)	92552	\$56.00	\$65.00
<ul style="list-style-type: none"> • Testing at frequencies 500 up 8000Hz • Testing on each ear completed separately • Date and Time of Audiogram • Examiner's name and CAOHC Certification Number 			

Proposal Submittal Form

Test / Service	Code	Current Unit Price	Unit Price Effective 7/1/23
Firefighter Physical (not including labs, x-ray, vision screening, Audiogram, Spirometry, and Drug Screening)	FIRPHY	\$60.00	\$65.00
Standard per NFPA 1582 (2022 edition):			
Chemistry Screen (CMP) Includes:	80053	\$20.00	\$25.00
<ul style="list-style-type: none"> • Glucose • Sodium • Potassium • Chloride • Urea Nitrogen (BUN) • eGFR • Creatinine • BUN/Creatinine • Calcium • Total Protein • Albumin • Total Bilirubin – Liver Function • Alkaline Phosphatase – Liver Function • AST (SGOT) • ALT (SGPT) 			
Chemistry Screen Add-Ons:			
• Uric Acid	84550	\$10.00	
• Inorganic Phosphorus	84100	\$10.00	
• Iron (TIBC) (requires an Iron and unsaturated Iron capacity test)	83540	\$10.00	
• Globulin (ratio: total protein minus Albumin)	No Charge	No Charge	
• Albumin/Globulin Ratio	No Charge	No Charge	
• Direct Bilirubin	82248	\$9.00	
• Gamma-GT (Gamma Glutamyl Transferase)	82977	\$10.00	
• LDH – Heart Enzyme (Lactate Dehydrogenase)	83615	\$10.00	
Lipid Panel Includes:	80061	\$25.00	\$30.00
<ul style="list-style-type: none"> • Triglycerides • Cholesterol, Total • HDL-High Density Lipoprotein Cholesterol • LDL-Low Density Lipoprotein Cholesterol • Cholesterol / HDL-Cholesterol • Estimated Coronary Heart Disease Risk 			
Lipid Panel Add-On:			
• VLDL-Very Low Density Lipoprotein Cholesterol	80061	This is a calculation that we could make for you at no cost	

Proposal Submittal Form

Test / Service	Code	Current Unit Price	Unit Price Effective 7/1/23
Chest X-Ray CXR 2V TC ONLY	71020TC	\$30.00	\$60.00
TB Skin Test	86580	\$16.00	\$20.00
Hepatitis B Antibody Screening (Titer Test) Hepatitis B Surface Antigen	87340	\$20.00	\$25.00
Hepatitis C Screening (Titer Test) Hepatitis C Antibody	86803	\$30.00	\$40.00
HIV Screening HIV SCREEN STAT (86703) RAPID TEST MODIFER 92 (4TH GEN)	86703	\$35.00	\$40.00
Cancer Screening			
• PSA (Men)	84153	\$35.00	\$40.00
• Prostate Exam (Men)		Offered During Firefighter Physical Exam	
• Testicular Exam (Men)		Included In Firefighter Physical Exam	
• CA-125 (Women)	86304	\$25.00	
• Breast Exam (Women)		Offered During Firefighter Physical Exam	
• Hemocult Test		No Charge	
Diabetes Testing			
• Hemoglobin A1C	83036	\$25.00	\$30.00
Other NFPA Compliant Screenings			
• Vision Exam, Ishihara color, binocular, depth perception	99173	\$20.00	\$25.00
• Cardiac Treadmill Stress Test with resting EKG (Bruce Protocol)	93015	\$145.00	\$155.00
• Pulmonary Function Test (Spirometry)	94010	\$60.00	\$60.00
Fitness Evaluation (NFPA 1583-WFI Guidelines)		Included In Firefighter Physical Exam	
• Aerobic Endurance Evaluation (VO2 Max Calc)		No Charge	
• Body Weight and Composition (Body fat, Callipers)			
<i>EXCEPTION – performed with handheld Omron device</i>		No Charge	

Proposal Submittal Form

Is unit pricing quoted above all-inclusive and fully burdened, or is unit pricing quoted above exclusive of any of service provider's mobilization, administrative, equipment, and labor (and other similar non-unit) expenses? (Check box that applies)

Unit pricing quoted above is all-inclusive and fully burdened. No other pricing applies to this proposal.
 Unit pricing quoted above is exclusive of certain non-unit expenses.

Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to the proposer?

Yes
 No, proposer requests the following payment terms (attach).

Last date that the proposal and associated pricing is valid and may be accepted by the City:

June 30, 2023

Does proposer have a preferred method of payment?

ACH

Are the following components included with this Proposal Submittal Form in the submittal?

Yes, see enclosed

No, proposer chooses not to include all of the components (WARNING: doing so may cause the City to deem the proposal nonresponsive)

- Detailed vendor-supplied description of proposed services;
- Identification, listing and description of any exceptions to the procurement solicitation;
- Contact information for required references
- Vendor's proposed agreement or contract, if any, the terms and conditions of which shall not be inconsistent with the City's standard terms and conditions
- A complete digital copy of submitted proposal documentation including any supporting exhibits

Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its proposal, it is the responsibility of each potential proposer to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)

Addendum No. _____
 Addendum No. _____
 Addendum No. _____
 No addenda.

Proposal Submittal Form

Exception #1

We did not include pricing for the requested ultrasounds but would like to meet with you to discuss how we might best meet your goals/objectives.

Exception #2

The terms and language of the Professional Services Agreement must be discussed further before the final document can be agreed to.

Signature of Proposer's Authorized Representative: I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.

Linda E. Oakley, MSN, RN
(Signature)

3/30/23
(Date)

Director, Maury Regional Occupational Health

Date of Signature



Occupational Health

At Maury Regional Occupational Health, our experienced team prioritizes the health and safety of employees by helping to prevent, detect and treat illnesses and injuries that occur in or impact the workplace. Our facility is strictly dedicated to occupational health services, and our team has extensive knowledge regarding federal OSHA and Tennessee worker's compensation guidelines.

When your business partners with Maury Regional Occupational Health, we are committed to supporting the spectrum of your employee health needs, ranging from pre-employment physicals and drug testing to a full-service worker's compensation clinic that evaluates and treats work-related injuries and illnesses in a timely fashion.

Our goal is to provide high-quality care for employees of businesses and industries of all sizes — both large and small — throughout southern Middle Tennessee.



**MAURY REGIONAL
HEALTH**

REQUEST OUR SERVICES

Call us at 931.490.1125 to learn how Maury Regional Occupational Health can partner with your business.

LOCATION

1114 W. 7th Street
Columbia, TN 38401
P: 931.490.1125
F: 931.490.1126

For more information about our services, visit MauryRegional.com/OccupationalHealth.





AGREEMENT/ STATEMENT OF WORK (SOW)
by and between
Ready Rebound, Inc., a Delaware company
and the **City of Spring Hill Fire Department ("Client")**

Dated: June 1, 2023
Ready Rebound *Vitality*

Introduction. Ready Rebound's *Vitality* service line is dedicated to creating an integrated, comprehensive, and personalized health, injury mitigation and performance program for Client. *Vitality*'s clinically proven solutions are designed to improve job preparation and recovery, as well as improve overall health, fitness and mitigate the risk of injury through sustainable and efficient evidence-based health, fitness, and performance results. This innovative program will lead to the discovery of new information, knowledge, and possibly tools that provide data and outcome driven metrics to improve the quality of life for a city worker, both during his/her career and post-retirement.

Project Description. The strategic phases of this project will begin with an initial period of consultative assessment that will inform the development of strategic research initiatives and implementation of targeted programs and practices. Our short-term goals include (a) understanding current programs in place and barriers to entry and compliance, (b) identify highest risk categories for risk of MSK injury, (c) identifying gaps in knowledge and practices that, if closed, will improve health of Client's employees, and (d) establish an injury mitigation program that rewards the employee and employer through improved physical and mental health, efficiency, reduced costs, and reduced time lost.

Deliverables. Ready Rebound will provide a team of experts and professionals who are licensed as physical therapists and athletic trainers, credentialed in advanced assessment of movement and strength and conditioning, trained in cutting edge technology and software, and established educators and researchers. The Ready Rebound team will work with Client to:

1. Establish and implement a 3D movement assessment with all active members. Achieving this milestone will involve:
 - a. Determine timing and location for mass deployment of 3D assessment using wearable sensor technology
 - b. Assess and assign individual members to fitness program based on 3D assessment results
 - c. Access to the Ready Rebound App for individualized program distribution and member interaction with licensed Physical Therapists, Athletic Trainer and Certified Strength and Condition Coach
2. Annual Review providing a comprehensive view of the departments opportunity to mitigate MSK injuries. This report will be a summation of:
 - a. All injury data collected through our Recover services
 - b. Movement data captured during the 3D movement assessment of member
 - c. Periodic surveys and biometric data (sleep cycles, HR, etc) collected via the Ready Rebound App.

Implementation Timeline. Access to Ready Rebound's Vitality programming and services shall commence on July 1, 2023.

Fees for Vitality

Year 1 Vitality. Total Fees due and payable for Ready Rebound's Vitality Services performed during the term of July 1, 2023, to June 30, 2024, will be *Fourteen Thousand Eighty Dollars and 00/100 Cents* (\$14,080.00 = \$220 x 64 members) payable in full on or before July 31, 2023.

Year 2 Vitality. Total Fees due and payable for Ready Rebound's Vitality Services performed during the term of July 1, 2024, to June 30, 2025, will be *Fourteen Thousand Eighty Dollars and 00/100 Cents* (\$14,080.00 = \$220 x 64 members) payable in full on or before July 31, 2024.

Year 3 Vitality. Total Fees due and payable for Ready Rebound's Vitality Services performed during the term of July 1, 2025, to June 30, 2026, will be *Fourteen Thousand Eighty Dollars and 00/100 Cents* (\$14,080.00 = \$220 x 64 members) payable in full on or before July 31, 2025.

Billing Contact:

Name: GRAIG TEMPLE, FIRE CHIEF

Email: GTEMPLE@SPRINGHILLTN.ORG

Telephone Number: 931-451-0636

Client Entities:

SPRING HILL FIRE DEPT.

TERMS AND CONDITIONS:

ARTICLE 1 - SCOPE OF SERVICES TO BE RENDERED BY VENDOR

1. Vendor shall perform all necessary professional services in a satisfactory and proper manner, consistent with the City's requirements for the Project and by reference made a part hereof, including, but not be limited to, the following:

a. See Above Deliverables

2. All documents prepared by Vendor that form a part of the services rendered hereunder shall, upon completion of the exhibits, calculations, draft reports, presentation material, etc. will become the property of the City. Such documents shall not be used by either party on any other project, except as reference materials.

3. The City will furnish all information, data, reports and maps as are existing and identified by Vendor as necessary for carrying out the work that are available to the City without cost to Vendor.

4. Vendor shall have the authority to request work assignments necessary to obtain additional information to revise the cost of service study if required.

ARTICLE 2 – CITY’S RESPONSIBILITIES

The City will provide to Vendor all criteria and full information as to the Project’s requirements, and shall furnish the following:

1. Provide Vendor with all known available information that is pertinent to the Project.
2. Meet with Vendor for ongoing discussions to assist in directing the vendor.
3. Give thorough consideration to all reports, exhibits or technical memorandums and other documents presented by Vendor and inform Vendor of all decisions within a reasonable time so as not to delay the work of Vendor (i.e. furnish approval or instructions for change).
4. Promptly schedule all required special meetings, serve all public and private notices, receive and act upon all protests.
5. Designate, in writing, a single person to act as Vendor point of contact with the City. The contact person for the City of Spring Hill will be [Insert name and position].
6. Give prompt written notice to Vendor when it is known that either the Project criteria or conditions have changed, or there is reason to believe Vendor work is deficient in intent or technical content.

ARTICLE 3 - TERM

1. The services of the Vendor shall be undertaken and completed by [Insert Completion Date], unless otherwise agreed upon by the City. A milestone schedule for the Project shall be as provided in Exhibit B attached hereto.

ARTICLE 4 – PAYMENT TERMS

As a matter of practice, the City pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the City's preferred payment terms are unacceptable to the proposer, then the proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

ARTICLE 5 – NOTICE

All notices, certificates or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor: Attn: Katherine Banik
 2505 N. Oakland Avenue
 Milwaukee, WI 53211

If to City: Attn: Pam Caskie
 Title: City Administrator
 199 Town Center Parkway
 Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq. City
 Attorney
 P.O. Box 1431
 Columbia, TN 38402-1431

ARTICLE 6 - TERMINATION

1. This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms outlined herein through no fault of the party initiating the termination.

2. In the event of termination by either party, Vendor shall be compensated for all services performed prior to the termination date.

ARTICLE 7 - DISPUTE RESOLUTION AND GOVERNING LAW

1. The City and Vendor shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if an informal resolution cannot be achieved, the parties shall submit the matter to a mutually agreed upon mediator in an attempt to resolve the dispute through the mediation process. Such mediation process shall be initiated by a request in writing by either party.

2. The mediation provision can be waived by the mutual consent of the parties or by either party if such party's right would be irrevocably prejudiced by a delay in initiating a legal proceeding.

3. Governing Law, Venue and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue and jurisdiction for any dispute arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

ARTICLE 8 – BREACH

1. The term “breach of agreement” specifically includes, but is not limited to, failure to comply with any applicable federal, state or local laws or regulations.

2. One or more waivers of breach of any provision of this Agreement by any party shall not be construed as a waiver of subsequent breach of the same provision, nor shall it be considered a waiver of any other then existing or subsequent breach of a different provision.

3. The substantially prevailing party in any legal proceeding hereunder by and between the parties shall be entitled to their reasonable attorney’s fees and court costs incurred in said legal proceeding.

ARTICLE 9 - MODIFICATION

This Agreement shall not be modified unless such modifications are evidenced in writing in the form of a written Amendment, which is signed by both the City and Vendor. Should any changes in the design of the Project be necessary, the City’s designee shall report such change to Vendor in writing. If the City determines that any changes in work are necessary to complete the Project, then Vendor shall be allowed compensation based upon the original contract terms, including the additional work in the overall cost of the construction of the Project.

ARTICLE 10 - INDEMNIFICATION

Vendor agrees to indemnify and save the Government of Spring Hill, the City of Spring Hill and individual, on or off duty, officers, and employees of the City of Spring Hill, harmless from any and all losses, damages and expenses, including court costs and attorneys’ fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Spring Hill..

ARTICLE 11 – INSURANCE

Vendor shall maintain, during the term of this Agreement, or any extension hereof, the following Insurance policy, written by an Insurance company authorized to do business within the State of Tennessee, and furnish City, in duplicate, Certificates of Insurance as evidence thereof:

1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence; Two Million Dollars (\$2,000,000) General

Aggregate; One Million Dollars (\$1,000,000) Personal and Advertising Injury; and Two Million (\$2,000,000) Products-Completed Operations Aggregate;

2. Professional liability insurance in the amount of not less than Two Million Dollars (\$2,000,000), combined single limit, per occurrence;

3. Automobile Liability (Owned, Non-owned, and Hired Vehicles) policy limit of not less than \$1,000,000 Combined Single Limit Each Accident;

4. Employers Liability policy limit not less than One Million Dollars (\$1,000,000) Bodily Injury Each Accident; One Million Dollars (\$1,000,000) Policy Limit Bodily Injury by Disease; and One Million Dollars (\$1,000,000) Each Employee Bodily Injury by Disease;

5. Workers' compensation insurance as required by the State of Tennessee. Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of the statutory limit for each occurrence

ARTICLE 12 - SEVERABILITY

In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

ARTICLE 13 - BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective heirs, administrators, successors and assigns.

ARTICLE 14 - INDEPENDENT CONTRACTOR RELATIONSHIP

It is specifically understood that Vendor relationship with City shall be that of independent contractor and Vendor shall in no sense be considered an agent or employee of City, nor shall Vendor be, as a result of the relationship established by this Agreement, entitled to or eligible to participate in any benefits or privileges extended or given by City to its employees, notwithstanding this Agreement.

ARTICLES 15 - HEADINGS AND EXHIBITS

The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

ARTICLE 16 - FORCE MAJEURE

Vendor shall not be liable to City or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond Vendor reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorityless approval delays which are not caused by any act or omission by Vendor and unusually severe weather. Vendor agrees to notify City of the existence and nature of any delay.

ARTICLE 17 – ENTIRE AGREEMENT

This Agreement and accompanying documents contain the entire agreement between the parties with respect to the subject matter hereof and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are superseded hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed on the day and year of the first above written. No portion of this SOW may be reproduced, duplicated, or revealed in any manner without the prior written consent of READY REBOUND.

READY REBOUND:

Ready Rebound, Inc.

By: 
David Reeves (Jun 12, 2023 11:10 CDT)
David Reeves, Chief Executive Officer
Date: 06/12/23

CLIENT:

The City of Spring Hill

By: 
Name: Jim Hagaman
Title: Mayor
Address:
199 Town Center Pkwy
Spring Hill, TN 37174