



100 Warren C. Coleman Blvd., P.O. Box 308, Concord, NC 28026 - www.ci.concord.nc.us

Request for Proposal (RFP)

Contract Staff for Wellness Center

October 4, 2011

1. BACKGROUND

The City of Concord will accept proposals from qualified companies and/or organizations to provide contract medical staff. In the current era of health care, the most effective health benefits programs are those that encompass the full continuum of care – from wellness, to occupational medicine to acute and chronic illnesses. By supporting better employee care at each step employers can reduce health insurance costs, sustain the health of their employees, minimize absenteeism and improve productivity.

We are seeking a firm that will provide contract medical staff for our existing Wellness Center. The Wellness Center organizationally reports to the Human Resources Department. Staff shall include a Nurse Practitioner or Physician Assistant and an Assistant under the general supervision of a licensed physician. The City and Provider will mutually agree on staff. Staff plans, directs, and evaluates employee and dependent health care. The staff will perform physical examinations, diagnose and treat health problems, order and interpret diagnostic tests such as x-rays, blood work and EKG, prescribe medications, and provide health information. Please note this service is not intended to replace those provided by the employee's primary care physician. Services include but are not limited to:

- Treatment of chronic and acute episodic injuries, illnesses and accidents
 - ✓ *Upper respiratory infections*
 - ✓ *Strep throat,*
 - ✓ *Bladder infections,*
 - ✓ *Ear infections,*
 - ✓ *Sinus infections*
- Comprehensive physical examinations
 - ✓ Current employees
 - ✓ Pre-employment
- Illness prevention and risk-reduction counseling and support groups
 - ✓ *Smoking cessation*
 - ✓ *Weight management*
 - ✓ *Diabetes management*
 - ✓ *Injury prevention*
- Immunizations
 - ✓ *Hepatitis B&C*
 - ✓ *Tetanus*
 - ✓ *Influenza/Pneumonia*
 - ✓ *Allergies*
- Enhanced Occupational Medicine Services
 - ✓ *Workers' Compensation Injuries*
 - ✓ *DOT Physicals & Certification*
 - ✓ *Audiometric Testing*
 - ✓ *Respiratory Fit Testing*
 - ✓ *Pulmonary Function Testing*
 - ✓ *Strains & Sprains*
 - ✓ *Sutures*
 - ✓ *Assessment of fitness for duty/light duty status*
 - ✓ *Drug and Breath Alcohol Testing*

- Confers with participants private physicians as needed.
- Provide monthly utilization reports as required by the City
- Export targeted clinical data to the City's medical third party administrator
- Import monthly claims data from the City's medical third party administrator for more effective member outreach
- Target outreach to members identified with chronic illnesses and high risk individuals
- Conduct annual biometric screenings as promoted under the City's medical plan
- Participate in annual health/benefits fair

We currently offer an on-site Pharmacy (medication) Dispensing program. Please provide specific details regarding your ability/experience in providing this type program in a workplace wellness setting. This includes providing a consulting pharmacist for consultation in person, by telephone, or other means of direct communication at all times when drugs are dispensed and a physician assistant or nurse practitioner to dispense medications and comply with all rules of the Board of Pharmacy and appropriate North Carolina General Statutes.

Additionally we are considering completing health risk assessments (HRAs) via the Wellness Center. Please outline this in your proposal as an additional service if there is an additional cost. Also identify the system you will use for the HRAs and other features through your technology that help more effectively manage the health of our population.

We are also interested in services which focus on managing chronic illnesses such as diabetes. This includes but is not limited to examination, evaluation, testing, coaching, follow-up visits, patient/family education and transition of cares services. Please provide specific details regarding your ability/experience in providing this type program in a workplace wellness setting.

There are approximately 1,070 eligible participants. This includes employees, dependents and retirees.

2. REQUIREMENTS

- The proposed Nurse Practitioner or Physician Assistant must :
 - Have graduated from or completed a Nurse Practitioner or Physician Assistant program accredited by a national accrediting body
 - Maintain active licensure by the NC Board of Nursing
 - Be supervised by a Licensed Medical Physician in good standing with all appropriate licensing agencies and medical boards.
 - Provide proof of all licensure
 - Show evidence of job specific competencies
 - Ability to work well with people and possess excellent customer service skills

- Minimum of three years of related work experience. Experience/licensure in Occupational Health, Family Medicine and Pediatrics is preferred.
 - Proficiency in the use of appropriate medical service delivery technology
 - Obtain and maintain a certificate for pharmacy dispensing privileges. He/she must comply with all rules of the Board of Pharmacy and appropriate North Carolina General Statutes (as required).
- An additional staff member must be on-site at the Wellness Center at all times. Please specify in your proposal the appropriate staff level (i.e., LPN, RN, CNA) and justification.
 - The Provider must agree that staff is a contractor with the City and shall not represent themselves as an agent or employee of the City. The Provider shall be responsible for income taxes, Social Security/Medicare taxes (FICA), and Unemployment (FUTA) taxes.

3. MEDICAL RECORDS

All Medical Record will be considered the property of the City of Concord and will be maintained by medical staff at the facility in accordance with Federal and State client confidentiality requirements. The Provider will undertake appropriate procedures to safeguard confidential information including but not limited to compliance with all HIPAA regulations. The Provider will provide the Human Resources Department with the medical information needed to comply with various Federal and State Regulations (i.e., Family Medical Leave Act, American with Disabilities Act). In addition, the Risk Management Department will be provided with all occupational medicine records (i.e., workers' compensation, fitness for duty, light duty, DOT physicals, random and post-accident drug and breath alcohol tests, and any other occupational medical records necessary to comply with the Occupational Safety and Health Act, Worker Compensation Act, Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), Federal Aviation Administration (FAA), as well as any other applicable regulatory agencies). This information is required in order to determine an employee's ability to perform the essential functions of the job and/or identify conditions that would pose a danger to the health and safety of the workplace. The Provider will also furnish information to ascertain the operational efficiency and financial position of the Wellness Center.

Please describe your policy or practice regarding maintenance and release of medical records and information. Specifically detail any restrictions that you would impose.

4. RESPONSIBILITIES OF THE CITY

- The City shall provide the location for the Wellness Center and will be responsible for all utilities, operation supplies, and telephone service.

- Exam Rooms
- Lab
- Restrooms
- Locked Room for Medications
- Locked Room for Supplies
- Locked Room for Medical Records
- The City will provide one (1) computer system for record keeping in the Wellness Center.
- The City will provide the Provider with copies of pertinent City rules, regulations, and standards.
- The City will be responsible for maintaining appropriate property and liability insurance on the Wellness Center facility.
- Custodial services for the facility

5. RESPONSIBILITIES OF THE PROVIDER

- The Provider will staff the Wellness Center for 40 hours per week-times to be determined
- The Provider shall comply with City policies regarding non-discrimination, workplace safety, telephone use, computer use, and substance abuse.
- The Provider will obtain CLIA waiver for the laboratory testing and certification for urine and drug screens.
- The Provider will comply with all terms of the RFP and contract.
- The Provider shall ensure that staff performing services will receive regular training to ensure ongoing competency.
- The Provider will comply with the City of Concord Privilege License Tax Ordinance and award will be contingent upon receipt of copy of license if applicable.

6. DISPOSITION AND DISCLOSURE OF PROPOSALS

All proposals submitted in response to this RFP will become the property of the City of Concord and are a matter of public record under N.C. Gen. Stat. § 132-1. The provider must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that is proposed to be exempt from disclosure according to the provisions of N.C. Gen. Stat. § 132-1.2. Any firm claiming such an exemption must also state in its proposal that the firm agrees to hold harmless, indemnify and defend the City and its agents, officials and employees in any action or claim brought against the City for its refusal to disclose such materials, trade secrets or other proprietary information to any party making a request therefore. Any firm failing to include such a statement shall be deemed to have waived its right to claim an exemption from disclosure or damages as a result of such disclosure.

7. ADDENDA TO THE RFP

If it becomes necessary to revise any part of this RFP, written addenda will be supplied to all firms receiving this Request for Proposal.

8. PRESENTATIONS

Anyone who submits a proposal may be required to make an on-site presentation of its capability to perform as described in its proposal to the City of Concord Human Resources Department. Such a presentation will be at the provider's expense and will provide an opportunity for the firm to clarify its proposal to ensure a thorough mutual understanding. Presentations should not exceed thirty minutes. The Human Resources Director will schedule such a presentation if deemed necessary.

9. VERBAL COMMUNICATION

In no case will verbal communication between the city and a respondent override written communications or documentation. All communications must be in writing to be considered part of this RFP.

10. LAWS OF GOVERNANCE

This RFP shall be construed and governed in accordance with the law of the State of North Carolina and the City of Concord and shall be enforced in the Courts of Cabarrus County.

11. COMPLIANCE WITH LAWS

Provider shall comply with all federal, state and local laws, ordinances and regulations applicable to the work. Provider, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract.

12. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Responses to this Request for Proposal (RFP) may be modified or withdrawn by written notice prior to the exact hour as specified for receipt of proposals. A proposal may be withdrawn in person by the provider or its authorized representative prior to the exact hour and date set for receipt of proposal. Telephone withdrawals are not permitted.

13. MISTAKE IN PROPOSALS

If the apparent best qualified medical provider discovers a mistake in its proposal of a serious and significant nature which is unfavorable to it prior to the issuance of a purchase order or a contract, it may request consideration be given to modifying or withdrawing the proposal. The mistake must be evident and provable. The City reserves

the right to reject any and all requests for correction or withdrawal of proposal received after the hour and date shown in the specifications. In all cases, the decision of the Purchasing Manager is final.

14. RESERVATION OF RIGHTS

The City of Concord reserves the right to:

- A. Accept or reject any and all proposals received in response to this RFP, and to re-advertise for new submittals.
- B. Waive or modify any irregularities in proposals received after prior notification to the provider
- C. Request the submission of proposal modifications at any time before the award is made, if such is in the best interest of the City.
- D. Consider proposals or modifications at any time before the award is made, if such is in the best interest of the City.
- E. Request clarification and/or additional information from the provider during the evaluation process.
- F. Utilize any and all ideas submitted in the proposals received unless those ideas are covered by legal patent or proprietary rights and the patent of those rights is indicated by the provider. Proposals become the property of the City of Concord.
- G. In the event of Contract termination, enter into Contract negotiations with other qualified firms that submitted acceptable proposals, rather than redoing the proposal process for the project.
- H. Negotiate with selected provider to include further services not identified in this RFP.

15. ABSENCE OF WAIVER OF FUTURE RIGHTS

No provisions in this document or in the respondent's proposal shall be construed, expressly or by implication, as a waiver by the City of any existent or future right and/or remedy available by law in the event of any claim or default or breach of Contract.

16. WRITTEN NOTICE PARAMETERS

Any written notice to the provider shall be deemed sufficient when deposited in the United States mail, postage prepaid and addressed to the provider at its address as listed on the signature page of the Contract, or at such address as the provider may have requested in writing; by telegram when delivered to a telegraph office, fee prepaid and addressed to the provider at its address as listed on the signature page of the Contract; or sent by facsimile device to the FAX telephone number provided in the letter of transmittal and with a "RECEIVED CONFIRMATION REPORT" provided to show that the document was properly transmitted.

17. EXPIRATION OF THE PROPOSAL

By submitting a proposal the provider offers to enter into a Contract, the form and content of which shall be agreed upon by both parties. The provider's proposal shall not be revocable for ninety (90) days following the response deadline indicated above. The City reserves the right to waive any defects in the offer of any provider, to reject any or all offers, and to request additional information from any or all providers.

18. TERMINATION CLAUSE

The City shall have the right to terminate the Contract at any time upon 30 days written notice to the provider, whenever the City determines that the performance of the provider is unsatisfactory, whenever the funds are not appropriated by the City Council to pay for such services, or for cause or the convenience of the City.

19. INDEMNITY & INSURANCE

To the extent permitted by law the contractor shall indemnify and save harmless The City of Concord, its officers, agents, employees and assigns from and against all loss, cost, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered or purchased under this contract.

The contractor further agrees to purchase and maintain during the life of this contract with an insurance company acceptable to The City of Concord and authorized to do business in the State of North Carolina the following insurance:

AUTOMOBILE LIABILITY

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, \$1,000,000 each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

COMMERCIAL GENERAL LIABILITY

Bodily injury and property damage liability as shall protect the contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operation of this contract whether such operations are performed by contractor, any subcontractor or any one directly or indirectly employed by either. The minimum insurance requirements are: \$1,000,000 each occurrence, \$1,000,000 personal injury and property damage and a \$2,000,000 general aggregate.

This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this contract.

UMBRELLA

The minimum Umbrella limit is \$2,000,000.

MEDICAL MALPRACTICE INSURANCE

The Provider shall maintain at its expense, medical malpractice insurance in the minimum amount of \$3,000,000 for professional liability with a minimum aggregate of \$5,000,000 to cover the staff's performance under the contract.

WORKERS' COMPENSATION INSURANCE

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City of Concord shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this contract. Certificates of all required insurance shall be furnished to The City of Concord prior to or at the time of execution of the contract. The contract shall contain the provision that The City of Concord will be given 30 day written notice of any intent to amend or terminate by either the insured or the insuring company.

All insurance coverage must be written by companies having an A.M. Best's rating of "B+V" or better, are licensed or approved by the State of North Carolina to do business in the State of North Carolina.

Regardless of any approval by the City, it is the responsibility of the Provider to maintain the required insurance coverage in force at all times; failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Provider's failure to maintain the required insurance in effect, City may order Provider to immediately stop work and, upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of the Contract.

20. ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSALS MUST CONTAIN THE FOLLOWING INFORMATION IN THE STATED ORDER:

- A. Name, address and telephone number of the firm.
- B. Description of the firm (corporation, partnership, etc.) and year established.
- C. State of incorporation, if any, and type of ownership.
- D. Name(s) of all partner(s), principal(s) and/or owner(s) of the firm.

- E. Name and biography of all proposed individuals proposed to work with the City
- F. Name, title and business address of person responsible for submitting this proposal.
- G. Copy of the most recent annual report.
- H. Six (6) copies of their proposal. All proposals must be signed in ink by principal(s) authorized to negotiate terms and conditions for the proposed contract.
- I. Narrative proposal on scope of work as identified above,
- J. A breakdown of the firm's rates, fees and charges for services, and a proposed payment schedule.
- K. At least three references, including individual contact name, name of company and phone number, the City may contact regarding similar projects
- L. Details of any instances in which the Provider has ever had to legally defend themselves for services provided as described in this RFP. An estimate of time required for implementing the project and a proposed timeline of work tasks, with the date of final implementation date.

21. QUESTIONS REGARDING THE SCOPE AND MEANING OF PROPOSAL

Questions regarding this proposal which may arise before the receipt of Proposals by the City shall be directed in writing to the Purchasing Manager, Sid Talbert. **Disqualification will occur if contact is made with anyone other than the Purchasing Manager.**

PROPOSALS MUST BE RETURNED IN SEALED ENVELOPE(S)/ CONTAINER(S) AND SHALL BE APPROPRIATELY LABELED TO IDENTIFY THE PROJECT(S) AND OPENING DATE. PROPOSALS MUST BE RECEIVED NO LATER THAN TUESDAY, OCTOBER 18, 2011 AT 5:00PM.

Submit proposals to:

**Mr. Sid Talbert
City of Concord
Purchasing Officer
Finance Department
P.O. Box 308
Concord, North Carolina 28026-0308**