

REQUEST FOR PROPOSAL

Sealed Price Proposals for the following will be received by the Procurement Manager until 4:00 P.M., Eastern Time, March 31, 2023, and at that time publicly opened in Room 436, City Hall located at 415 Broad Street., Kingsport, TN. All proposals will be considered for award or rejection at a later date.

PROJECT: On-Site Wellness Center

Documents for the above referenced item are available online at kingsporttn.gov/city-services/purchasing. Interested parties may also contact the Procurement Department at (423) 229-9419.

By submission of a signed proposal bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals. All proposals shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 415 Broad Street., Kingsport, TN 37660 and marked "On-Site Wellness Center". The City by its governing regulations reserves the right to accept or reject any or all proposals received, to waive any informalities in bidding and to re-advertise.

PUB 1T: 02/26/23

Chris McCartt
City Manager



REQUEST FOR PROPOSAL

On-Site Wellness Center

Proposals Due: March 31, 2023

1. INTRODUCTION

The City of Kingsport, Tennessee is interested in providing an on-site Wellness Center to provide services for employees, eligible dependents, and retirees who are enrolled in a City of Kingsport sponsored health insurance plan. Current health insurance enrollment is: 596 employees, 94 retirees, and 756 dependents for a total of 1,446 lives. In addition to providing Health and Wellness services, the Clinic would also be listed on the City's Worker's Compensation Panel of Physicians to support the City's self-funded Worker's Compensation program. Additional details are included within this Request for Proposal.

2. MINIMUM PROPOSER QUALIFICATIONS

Proposers must be licensed in the State of Tennessee to provide medical services, possess liability and malpractice insurance at levels adequate to cover all exposures, have experience in providing employee, retiree and dependent health and wellness services with at least three clinics currently in operation. Should any Base Service or Potential Additional Service require subcontracting to another provider, those services must be identified with the name and compensation agreement of the sub-contractor.

3. SCOPE OF SERVICES

A. BASE SERVICES

1. Acute care, primary care (if covered individual requests it), annual physicals and disease management of active employees, retirees and eligible dependents enrolled in a City Self-Funded Health Insurance Plan, if those enrollees choose to utilize the clinic.
2. Wellness Center practitioners will be added to the panel of primary physicians available for selection by those employees who sustain an on-the-job injury as outlined in the Tennessee Workers' Compensation Law, with clinic providers understanding the regulations, reporting and laws regarding Workers' Compensation in Tennessee.
3. Wellness Assessments, which include Health Risk Assessments and Biometric screenings on an annual basis.
4. Immunization Services for Employees – annually for Influenza; as necessary for Hepatitis B, Rabies, Tetanus, Pneumonia, and Shingles.
5. Routine Laboratory analysis associated with these listed services.
6. Dispensing of commonly prescribed, non-narcotic medications to treat acute care visits (ex. antibiotics, anti-inflammatories, etc.)
7. Phone Support and patient care via telephone.
8. Patient-friendly appointment scheduling.
9. Compliance with HIPAA, PAACA, and all other state and federal laws.
10. Electronic Medical Record (EMR) reporting system in compliance with above laws.

11. Invoicing that identifies the type of service rendered and a detailed explanation of the expenditures and charges.
12. Specific documentation related to any pass-through expenditures, such as actual bills received by provider from original purchase.
13. Specific documentation on mark-up or increased percentages charged on billed expenditures.
14. Ability to bill, track and report on type of encounter (ex. wellness, workers' compensation, acute care, medication dispensing, etc.)
15. Explanation of how provider(s) keep abreast of trends/changes in best practices, treatment options, clinical trial outcomes, scientific research, and changes to laws/requirements, etc.
16. Listing of the types and numbers of providers/staff members proposed to be assigned to the Wellness Center.
17. Recommendation of the number of hours per week, per staff type for Wellness Center operations.

B. POTENTIAL ADDITIONAL SERVICES

1. Chronic Disease Management services based on historic and current evaluation of group-wide results of HRAs/Biometric screenings.
2. Diabetes Management Program, to include adequate physical evaluations of diabetic patients, presentation of educational information and materials, tracking/screening of medication and lifestyle compliance efforts, medically adequate evaluation of laboratory results including patient self-testing glucose levels and periodic HbA1c numbers.
3. Tobacco Cessation Programs.
4. Health and Wellness Services based on historic and current results of HRA and Biometric Screenings, such as weight management, physical fitness, nutrition, etc.
5. Post-offer, pre-employment, occupational, and physical evaluations regarding fitness for duty for all newly hired employees.
6. Post-leave evaluation for fitness for duty, as needed.
7. Annual Fire Fighter Physicals.
8. FHWA/FTA Drug and Alcohol Screening services, including MRO services, in compliance with federal laws – BAT, Certified Collectors, physical requirements of collection site, forms, collection vessels, etc.

Please acknowledge your ability or inability to perform the services listed above. Any additional charges for providing any of these services must be included in this proposal. Estimate the number of hours of availability and delivery method for each service (telephonic, in-person, mail, etc.). List the type of provider for each service (MD, PA, NP, dietician, LPN, etc.). If you are unable to perform any of these services, list alternative services you might provide, as well as any potential for future ability to provide these services. Please clearly identify items you are or are not including in your quote (staffing hours, equipment, types of providers, supplies, etc.). Clearly list

any subcontractor arrangements you propose and the associated cost to the City for those arrangements. It is understood that any exception not listed will be expected to be performed at no additional charge, and no additional remuneration will be eligible for the provider or to peripheral providers for performing these services – the costs will be borne by the provider.

4. RFP SCHEDULE

The following RFP Schedule of Events represents the City’s best estimate of the schedule timeline. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Eastern Time.

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

Event Date	Event
3/1/23	City issues RFP.
3/15/23	Deadline for written questions and clarification requests.
3/22/23	City provides response to questions and clarification requests.
3/31/23	Deadline for proposal submission.
4/3/23	Proposal review begins.
4/28/23	Proposal review completed.
5/7/23	Finalist interviews conducted.
5/15/23	Recommendation submitted to Board of Mayor and Aldermen.
5/16/23	Board of Mayor and Aldermen approval.
5/17/23	Notification to Vendor of awarded proposal.
5/22/23	Begin contract review.
7/1/23	Contract begins.

5. PROPOSAL FORMAT AND CONTENT

A. GENERAL PROPOSAL REQUIREMENTS

1. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer’s capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and full disclosure of charges associated with services.
2. Proposals must be inclusive of fees and charges.
3. Proposals must follow all formats and address all sections of the RFP set forth herein providing all requested information. Proposers may retype or duplicate

any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all information requirements.

4. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP.
5. All information requested in the Proposal must be relevant to a requirement of the RFP and clearly labeled. If the response is not incorporated into the body of the Proposal itself, it must be referenced to the appropriate section of the Proposal. Information not meeting these criteria shall be deemed “extraneous” and will not be considered in the evaluation process.
6. Proposals shall be prepared on standard 8.5 x 11 paper. Foldouts containing charts, spreadsheets, and oversized exhibits are permissible. All responses and reference materials must be presented in written English.
7. Proposals shall include the following:
 - a. Proposal Transmittal Letter
 - b. RFP Questionnaire Response
 - c. Example of Services Response
 - d. References

Failure to address each of the proposal requirements may result in the City determining that the proposal is non-responsive, resulting in the proposal being rejected.

6. PROPOSAL TRANSMITTAL LETTER:

The proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter signatory must be a company officer empowered to bind the proposing Proposer to the provisions of this RFP and any contract awarded pursuant to it. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence. The letter shall clearly:

- A. State that the proposal is valid for at least one hundred twenty (120) days subsequent to the date of submittal and thereafter in accordance with any resulting contract between the Proposer and the City.
- B. Provide the complete name of the legal entity name and Proposer Tax Identification Number of the firm making the proposal.
- C. Provide the name, mailing address, and telephone number of the proposal contact person.
- D. Provide a written statement that the Proposer will comply with all provisions listed in the RFP.
- E. Indicate whether the Proposer or any individual performing work under the contract has a potential conflict of interest and, if so, the nature of that conflict. The City reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the

objectivity of the offer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the City.

- F. Attach a copy of a valid certificate(s) of insurance indicating liability and malpractice insurance and the amount of coverage.
- G. Attach written certification and assurance of the Proposer's compliance with; (1) the laws of the State of Tennessee; (2) Title VII of the federal Civil Rights Act of 1964; (3) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government; (4) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government; (5) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and, (6) the condition that no amount shall be paid directly or indirectly to an employee, official, consultant or representative of the City as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

7. RFP QUESTIONNAIRE RESPONSE:

The Proposer shall provide a response to each question. In the event the response does not meet the minimum requirement, the Proposer's must identify that the response does not meet the minimum requirement.

A. Management, Experience, and Qualifications

1. Business Background and Customer Base

- a. Provide the name, title, address, phone number, cell phone number, fax number and email address for the individual authorized to answer questions regarding your response to this RFP.
- b. List your account management team. Who will be responsible for the account and who will be its day-to-day contact? Where are these individuals located? Provide a brief description of their on-site employee, retiree, dependent health clinic experience and years with your organization.
- c. Provide a brief description of your organization including history, business philosophy, and management structure.
- d. What year did your firm start providing full primary care services at worksite clinics?
- e. Describe your firm's experience related to the services to be provided in response to this RFP, with specific emphasis on the operation of an employee health clinic, health risk assessments and disease management/lifestyle programs.
- f. Provide three public entity references from among your clients of similar size, with 4 or more years using your services.

- g. Please list any on-site clinic clients who have stopped using your services within the last four years and explain the circumstances of the business separation/stoppage.
- h. Describe any litigation, pending or in the past, arising from the performance of your firm's clinic/wellness center operations.
- i. How many full serviced primary care on-site clinics do you manage for counties/public entities/municipalities?
- j. How many full-service primary care on-site clinics do you operate in Tennessee?
- k. How many full-service primary care on-site clinics do you manage nationally?
- l. How many full-service primary care on-site clinics have you managed for 5 or more years?
- m. What percentage of your clients operate under an inter-local agreement, or more than one client sharing clinic/multiple clinics? Give examples of how you manage the variety of clients.
- n. Disclose any conflict of interest that currently exists or that may exist in the future pertaining to any referral; labs, X-Rays, specialists, pharmaceuticals, etc.
- o. Describe your firm's unbiased ability to refer patients for labs, x-rays, specialists, diagnostic testing, emergency care or pharmaceuticals who have multiple managed care networks and hospital/physician practices. What criteria is used?

2. Health Clinic Operations

- a. How much space do you recommend for a clinic that would serve our group? How many patients do you anticipate this would serve?
- b. Provide an inventory of medical and office/exam room equipment that will be needed in the clinic. Do you propose to provide the equipment? Be clear as to who will be responsible for the initial purchase of equipment, its maintenance and insurance. If the city is to provide initial purchase, please provide an estimate of the cost for all necessary equipment.
- c. Provide detailed information of how clinic supplies (gauze, steri-strips, syringes, needles, office supplies, et.al) will be purchased, paid for, and billed to the city.
- d. How many hours per week do you recommend the clinic operate and what are the proposed hours?
- e. Do the proposed hours per week include appointment slots for dependents?
- f. How many appointment slots will be available per week? Per hour?
- g. How long will it take for the clinic to be at the full utilization of the weekly hours?
- h. Describe the staffing model you are proposing, including the weekly hours proposed for each position, type of provider and type of service.
- i. Is there a mark-up on any of the costs associated with staffing the clinic? If so, what is the mark-up?

- j. How are supplies purchased for use in the clinic and what method is used for stocking those supplies?
- k. Is there a mark-up on any of the costs associated with supplies for the clinic? If so, what is the mark-up?
- l. List the minimum qualifications you propose for each position in your staffing model, including licenses, certifications and experience. Will the city have input in the selection of the medical staff?
- m. Will your medical staff have hospital admitting privileges at area hospitals? If not, describe logistics of referrals and admitting procedure as well as follow up care.
- n. Will clinic providers be required to refer to a particular hospital or other medical provider? If so, list/describe.
- o. Provide a list of primary care services that you propose to perform.
- p. At what age will dependent care begin?
- q. Describe the extent to which your clinic would be able to dispense any prescription medication. How will you determine the class and types of drugs you will offer?
- r. Provide the cost/fee structure to dispense medication on-site (if any or not already included in fees).
- s. Is there any mark-up on the medication dispensed on-site? If so, what is the mark-up fee/percentage?
- t. Describe the ROI that can be anticipated, as a result of, dispensing medication on-site. Provide examples of the medication dispensed from current clients.
- u. What percentage of the drug and supply rebates are passed through to the client?
- v. How are medications purchased for the dispensary and what methods are used for stocking medications?
- w. List the diagnostic lab tests you would perform at the clinic.
- x. Is there any mark-up cost for the labs that are conducted at the on-site clinic?
- y. Describe the conditions under which you refer patients to specialists for X-rays or other diagnostic testing. How is it determined which specialists to use and/or where to have X-rays and other tests conducted?
- z. How are health clinic/wellness center appointments scheduled?
- aa. How many on-site clinic appointments are scheduled via an online appointment scheduler?
- bb. How do you balance seeing scheduled appointments and walk-in clients at the same time? What is the typical wait-time for patients that have a scheduled appointment?
- cc. Do you have a toll-free telephone number or other means (i.e. website, email, text) for participants who have medical questions after hours 24/7? Is there an additional charge for this service?
- dd. Do you currently have telemedicine capabilities at your on-site clinics? If so, what is the cost providing the telemedicine service?

- ee. What percentage of employees consider your current on-site clinic as their primary care provider?

3. Pharmacy Services

- a. Will any incurred cost outside of pharmacy prescriptions not dispensed at the Wellness Center be required to be submitted through the City's self-funded health plan's third-party administrator?
- b. Do you dispense medications to patients that are seen in the Wellness Center for them to take at home? If so, are these medications for acute use, or do you also dispense maintenance medications?
- c. Do you dispense maintenance medications? If so, what is your average days' supply for maintenance medications?
- d. Do you dispense over-the-counter medications? If so, what is your average days' supply? Is there any markup on the cost of these medications? If so, what is the markup amount/percentage?
- e. Please provide a blind sample pharmacy supply list of one of your current clinic/wellness centers that includes medication strength and quantity (in the bottle) that is available to dispense.
- f. Do you supply patient information sheets on dispensed medications and provide live counseling by the dispensing provider?
- g. Are dispensed medications checked for compatibility in relation to the patient's medication information for allergy interactions, drug-food interactions, drug-drug interactions, and prescription duplication by an EMR medication module?
- h. Are dispensed medications trackable by lot number for patient level recalls?
- i. Are prescriptions written for off-site filling at retail pharmacies checked by the EMR's medication module for allergy interactions, drug-food interactions, drug-drug interactions, and prescription duplication prior to dispensing?
- j. Do you have a corporate pharmacist available to work with providers on medication issues and to counsel patients on their medication utilization?

4. Occupational Medicine

- a. Describe the intake process for employees with occupational injuries?
- b. Describe the process to determine if an injury is work related?
- c. Describe the types of injuries that can be treated at the clinic.
- d. How do you handle injuries that need X-rays or other special assessments that are not available at the clinic?
- e. Are you able to provide drug testing per State Drug Free Workplace requirements?
- f. Are you able to provide drug and alcohol testing per Federal Highway Administration and Federal Transit Administration requirements?

- g. What information do you need to clear an applicant for a pre-employment physical?
- h. What information is required to clear an employee for a fitness for duty return to work?

5. Chronic Disease Management Services and Wellness

- a. Describe step-by-step your disease management program starting with how you identify individuals with high-risk health conditions.
- b. Is the clinic physician part of the process? Why or why not?
- c. Do you provide onsite wellness educational programs (ex. tobacco cessation, weight management, etc.)? Describe the services, how you measure effectiveness and outcomes, give examples of reports to employer and employee noting how each are generated. Describe which programs are web-based and which are on-site. Provide all costs associated with the wellness programs.

6. Health Risk Assessments (HRA)/Biometric Screening

- a. Describe the biometric HRA tool your organization offers. Attach a sample.
- b. Is the biometric HRA a questionnaire or a blood draw?
- c. If the HRA includes a blood draw, is this conducted on-site or at another facility? What panel/tests are included in the blood draw?
- d. List the criteria that is analyzed in the HRA/Biometric Screening process and provide an example of the results the patient would receive.
- e. What is the turnaround time for providing the HRA results?
- f. Can the results be provided both electronically and in paper form? Is there an additional fee for a paper form?
- g. Can patients access their HRA/Biometric information 24/7?
- h. How soon would a new employee be able to complete an HRA?
- i. Are you willing to send the City's HRA data to the data analytic provider for analysis to develop health improvement initiatives and incentives? If so, would there be an additional charge?
- j. Provide an example of the overall data report generated for the employer, showing outcomes.
- k. Are follow up appointments scheduled to go over the results with the patients?
- l. Are you able to identify high-risk categories from an employee population based on HRA results?
- m. What is the cost to provide all aspects of the biometric HRA to employees?
- n. What is the cost to provide all aspects of the biometric HRA to dependents?

7. Data Management and Data Access

- a. As part of the health risk assessment, would your company be able to collect and send the city's member level data to a data analytics company on a routine basis at no additional charge? Note any fields your company would be unable to transmit to a data collection company.

Below are lists of required fields. Data exchange will be conducted in a HIPAA-compliant manner.

Appointment/Encounter Records: This file would contain details about clinic visits.

- Patient First Name
- Patient Last Name
- Patient Date of Birth
- Patient Gender
- Last Four Numbers of Social Security Number
- Relationship to Employee (i.e., employee, spouse, child)
- Date of Appointment
- Reason for Appointment
- Conditions Being Treated (preferably, if you use them, ICD-9 (ICD-10 future) codes)
 - If you use ICD-9, we require code and description.
- Services Provided (preferably, if you use them, CPT codes)
 - If you use CPT, we require code and description.
- Attending Clinician ID (for example, UPIN)

Biometric and Lab Screening: This file would contain detailed results of biometric screening, including those taken for HRAs.

- Patient First Name
- Patient Last Name
- Patient Date of Birth
- Patient Gender
- Last Four Numbers of Social Security Number
- Relationship to Employee (i.e., employee, spouse, child)
- Date of Measurement
- Metric Name: For all tests conducted, including, but not limited to:
 - Height
 - Weight
 - Waist Circumference
 - Blood Pressure
 - Systolic
 - Diastolic
 - Total Cholesterol

- HDL
 - LDL
 - Triglycerides
 - A1C
 - GFR
 - Creatinine
 - Hematocrit
 - Hemoglobin
 - Fasting Glucose
- Metric Value
 - Metric Value Description (i.e., “Feet”, “Pounds”)

Medications dispensed: If onsite clinic will dispense medications.

- Patient First Name
- Patient Last Name
- Patient Date of Birth
- Patient Gender
- Last Four Numbers of Social Security Number
- Relationship to Employee (i.e., employee, spouse, child)
- Date Dispensed
- Medication Name
- Strength
- Form (tablet, capsule, etc.)
- Quantity
- Days Supply
- NDC code, if available
 - If you use NDC, we require code and description.
 - Prescribing Clinician ID.

- b. Health clinic vendor acknowledges the City’s ownership and rights to use and retain detailed/patient level data generated by vendor. Data will be used in a HIPAA-compliant manner. Please confirm.
- c. Please list and explain all costs associated with exchanging data to a data analytics company.

8. Implementation and Communication Strategy

The City does not require health plan participants to utilize the Wellness Center. However, it is understood that the success of the Wellness center is directly related to the use by our employees, their dependents, and retirees.

- a. How long would it take to open the Wellness Center once a contract is awarded assuming that a location is secured by the City? Attach an implementation timetable that includes specific activities and responsible parties.
- b. How would you communicate to our employees and their families the services available through the Wellness Center and the benefits of using the Wellness Center?
- c. How would you continue to promote the Wellness Center after the initial rollout?
- d. Please provide samples of promotional materials that you have used previously to promote use of a Wellness Center.
- e. Can your company's website be linked with the City's website(s)?
- f. Please provide your web address and any access codes needed to explore your services.
- g. Describe the communication methods used throughout the disease management process.
- h. Describe satisfaction surveys and results driven models used by your organization to boost utilization rates at your Wellness Centers.

9. Technology

- a. What EMR system does your company utilize? Was your EMR system designed in-house or is it supplied by a third-party vendor?
- b. What Wellness Center and vendor employees will have access to the EMR files?
- c. What is the cost associated with the use of the EMR?
- d. Can EMR be sent to outside healthcare providers? Is there any charge associated with sending EMR data?

10. Measurement Tools & Results

- a. How would you propose measuring the outcomes and success of the Wellness Center? Specifically, how would you track the following:
 - 1. Primary Care/Disease Management Program Outcomes
 - 2. Clinic Utilization
 - 3. Participant Satisfaction
 - 4. Changes in Cost of Care
 - 5. Productivity/Absenteeism
- b. What standard management reports would your company provide? What are the costs associated with providing standard reports?
- c. Do you have the capability to provide custom reports? If so, what are the costs associated with providing custom reports?
- d. What predictive modeling tools do you incorporate into your data analysis?

- e. How do you measure ROI? Describe your methodology.
- f. Provide examples of ROI that you have provided to clients in the following categories:
 - 1. Cost per visit
 - 2. Medication
 - 3. Overall Claims Spend
- g. What type of Return on Investment is typical with a client of 5+ years?
- h. Are you willing to guarantee a return on investment? If so, describe the fees you will put at risk and the criteria you would propose to measure your attainment of the objectives.
- i. How does your company track Wellness participation?

11. Confidentiality/Privacy

- a. Is your firm HIPAA compliant?
- b. How is patient and record-keeping confidentiality assured? How is it communicated to participants?
- c. What practices do you have in place to protect the confidentiality of individual information when electronically transferring or storing information?
- d. Have your network security systems ever been breached? If so, please provide the details of the breach.

12. Accounting and Billing

- a. How do you propose to bill for provided medical services and administrative costs? Include a sample of your billing. Would you be willing to customize the information contained on your billing form? If so, would there be additional costs to do so?
- b. Describe the internal procedures that would be in place to ensure invoices are billed correctly for qualified employees, their dependents, and retirees.
- c. How often are participant numbers adjusted to calculate management fees?
- d. Describe any special considerations with respect to billing or payment of fees and expenses that your firm offers that you believe would differentiate your firm from other proposers and make your firm's services more cost effective for the city.
- e. Describe any services that are provided at an additional charge to the standard pricing structure.
- f. Is your entire program completely transparent and pass-through regarding all costs and fees?

13. Program Operating Costs

- a. Describe the nature of the contract your firm would propose, indicating:
 1. Length of time administrative/management fees are guaranteed.
 2. Description of the fee structure for medical services, supplies, lab tests and pharmacy. Describe all costs associated with your proposal.
 3. Frequency of clinic performance evaluations.
 4. Termination notices required.
 5. Payment terms and conditions.

- b. Provide a detailed pricing proposal, including the cost for ALL administration features and services, plus the year-over-year cost for ALL services and features of the on-site clinic. Include every cost category in the proposal. Also, include the anticipated ROI, both with and without the productivity savings.
 - a. Provide details regarding if fees and costs associated with this service are one-time, monthly, per service, etc.
 - b. Provide details on how and when fees and costs associated with this service are reconsidered and/or recalculated. (ex. are administration fees based on enrollment recalculated monthly, annually, or when)?
 - c. Are discounts given when services or utilization hours reach a certain limit?
 - d. How often are per person, per month, or per provider charges reconsidered?
 - e. Provide details on any expenses for the termination of the contract. Provide details on what documentation, reporting, data downloads, or other information will be provided to the City upon termination of the contract.
 - f. Submit a copy of your standard contract for clinic/wellness services.

8. EXAMPLE OF SERVICES

Listed below are 6 unique clinical examples. In each example the individual has arrived at the Wellness Center for a scheduled appointment. The City understands that we are asking for generalities in an area where each encounter would be individually evaluated, based upon patient history, and we ask the following.

Please evaluate each example and provide answers to the questions below.

- A. Can you provide the requested service? If not, with whom would you recommend treatment?
- B. If you can provide treatment, please answer the following:
 1. Description of treatment.
 2. Length of time expected to complete the treatment.
 3. Any lab/diagnostic testing to be performed internally.
 4. Any lab/diagnostic testing to be performed externally and probable provider.
 5. Any medications to be dispensed.

6. Any medications to be prescribed for outside fill.
7. Expected supplies used.
8. Detailed costs for all internally supplied services outlined above. ALL costs associated with the visit should be detailed, including administration, personnel, supplies, medication, and any other fee that would be the responsibility of the City. This should NOT include costs for the building, heating/cooling, or an allocation of initial set-up fees.

Example 1: Fire Fighter Physical

General Industrial physical exam
Chest X-Ray
EKG
Respirator Evaluation
Spirometry/Pulmonary Function Test
Stress/Treadmill
Vision Screen
Complete blood panel
Comprehensive Metabolic testing
Lipid Profile

Example 2: Police Officer Physical

General Industrial Physical Exam
EKG
Chest X-Ray
Audiometry
Complete blood panel
Comprehensive Metabolic testing
Lipid Profile

Example 3: Random FHWA drug and alcohol screen

Male age 50

Example 4: General Office Visit

Male age 35 presents with a 1.5 cm painful centralized ulcer and edema on forehead, weeping clear fluid after being punctured with a pin at home today. Pt has had this spot with swelling on eyelids and under eyes for 5 days. Works in an area with a lot of spiders and feels this is a spider bite.

Example 5: General Office Visit

Male age 27 presents with contact dermatitis, stating the day before he had been working on a water meter as part of his job and feels he was exposed to poison ivy. Has large blisters all over both hands and forearms, and both legs.

Example 6: General Office Visit

Female age 49 presents with UTI symptoms for the past two weeks. Pain in lower abdomen, radiating to the right, burning sensation when urinating.

9. REFERENCES

Proposer shall submit 4 business references as a part of the proposal package, of which 2 references should be current clients who perform similar Wellness Center services. References must include the name of the business entity, address, telephone number, contact person, and current business relationship.

10. PROCUREMENT PROCESS

- A. Proposals will be received by the Procurement Manager until 4:00 P.M., Eastern Time on March 31, 2023 at which time it will be publicly opened in Conference Room 436, City Hall, 415 Broad Street, Kingsport, Tennessee.
- B. One original proposal signed by an authorized representative and three (3) copies (total of 4) shall be enclosed in a sealed envelope addressed as follows:

Procurement Manager
City of Kingsport
225 West Center Street
Kingsport, TN 37660
Proposal for On-Site Wellness Center

- C. Proposal submittals, modifications, or corrections received after the scheduled closing time will not be considered and will be returned unopened. The City of Kingsport is not responsible for delays in delivery by mail, courier, etc.
- D. No submitted proposal may be withdrawn for a period of sixty (60) days after proposal opening.
- E. No oral interpretation will be made to any proposer as to the meaning of the proposal specifications or any part thereof. Each written request for clarification or interpretation shall be made in writing to the City.

NOTE – It is the intent of the City to issue one (1) addendum, if necessary to answer requests for information or clarification. All questions shall be submitted to the Procurement Manager via email @ brentmorelock@kingsporttn.gov and shall be received no later than 4:00 pm, ET on

March 15, 2023. The addendum will be issued by 4:00 pm, ET on March 22, 2023, and will be available online at the following web address: www.purchasing.kingsporttn.gov/list.

- G. It is the Proposer's responsibility to make inquiry as to the addenda issued. All addenda will become part of the specifications and all Proposers will be bound by such addenda, regardless of whether the Proposer has received the addenda or not.

11. GENERAL TERMS AND CONDITIONS

- A. Taxes – The City is exempted from Federal Excise Taxes, State of Tennessee and local sales taxes and bidder must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemptions Certificate will be furnished upon request.
- B. Indemnification – the City of Kingsport, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any service and/or materials furnished by the Proposer, provided that such liability is not attributable to negligence on the part of the using agency of failure of the using agency to use the materials in the manner outlined by the Proposer in descriptive literature or specifications submitted with the proposal. The city will not indemnify the successful Proposer.
- C. Patent Liability – the successful Proposer, at his own expense, will defend any suit which may be brought against the City to the extent that it is based on a claim that the goods furnished through a contract/agreement infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally awarded against the City.
- D. Limitation of Remedies – Any remedies in the Proposer's proposal, to include Agreement, License Product Agreement, Terms and Conditions, literature, etc., that may be considered in agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.
- E. All agreements related to the purchase and sale of any product pursuant to this bid document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision of provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee."
- F. Insurance – During any work performed by the successful proposer(s) on the premises of the City or otherwise, the successful proposer(s) agrees to take such measures as to effectually prevent any accident to persons or property during or in connection with the work; and especially to indemnify and save harmless the City from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the bidder and the city and their representative agents and employees, occasioned in any way by the acts or omissions of the proposer, or the proposer's agents, employees, during or in connection with said work, excepting only property

damage, bodily injury or death caused by the sole negligence of the City, its agents or employees.

The successful proposer shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and from any claims for bodily injuries, including death, ether to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.

All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City."

Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability. Malpractice Insurance is required with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.

This requirement will be effective for the life of any contract/agreement entered into by the proposer and the City.

- G. F.O.B. – All prices will be quoted F.O.B. Kingsport, TN., delivery to City of Kingsport's location shall be without additional charge.
- H. By submission of a signed proposal, the proposer certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
- I. Contracts and purchases will be made or entered into with the lowest, responsible, compliant proposer meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible proposer is defined as a proposer whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
- J. The City reserves the right to determine the low proposer either on the basis of the individual items or on the basis of all items included in its Request for Proposal, unless otherwise expressly provided in the Request for Proposal. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Proposal.
- K. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction

for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.

- L. The City, in accordance with its governing directives, reserves the right to reject any and all proposals, to waive any informality or irregularities in proposals and unless otherwise specified by the proposer, to accept any item.
- M. All contracts, purchase orders, and any documents or material obtained by the City may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. 10-7-503 et seq. without regard to any provision contained in the document declaring information confidential.
- N. All contracts or purchase orders will include a provision that is not assignable by the Proposer without the written consent of the city.
- O. Proposal shall be evaluated in accordance with the City of Kingsport Code of Ordinances as well as the laws of the State of Tennessee.