

# Anderson County Government

## Request for Proposals

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RFP No.: 4919

Date Issued: November 27, 2018

Bids will be received until  
2:30 p.m. Eastern Time on December 17, 2018

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Sealed solicitations are subject to the General Terms and Conditions and any other data attached or incorporated by reference. Responses will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES  
IN OR TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED  
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



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Natalie Erb, Director of Finance

BID DESCRIPTION
Request for Proposals for On/Near Site Center for Population Health Management Services for Anderson County.

# **Anderson County, TN**

**Issued: November 27, 2018**

## **Request for Proposal #4919**

On/Near Site Center for Population Health Management Services,  
Including Wellness, Health Risk Assessments and Health Care  
For Employees, Retirees, and Dependents Enrolled In Medical Plans

PROPOSALS DUE: No later than Tuesday, December 17, 2018, 2:30 PM EST

## INTRODUCTION

### A. EXECUTIVE SUMMARY

ANDERSON COUNTY, TN is seeking proposals for their onsite health and wellness center services for the use of employees and eligible dependents enrolled on the County's self-funded health insurance program. The current approximate enrollment for employees on the health insurance is 359 employees.

The County has contracted with CareHere for management of their on-site employee/dependent health and wellness services beginning March 2015. The County currently operates a primary care center utilizing a medical doctor and nursing staff 32 hours a week. They perform primary, chronic care and acute care services inside their center and also perform labs and dispense generic medications (up to a 90-day supply).

The County anticipates issuing a three-year contract with two one-year renewal options.

SHERRILL MORGAN, as the consultant for this service, will be assisting in this coordination of Request for Proposals (RFP). SHERRILL MORGAN will evaluate the responses and make a recommendation to the Anderson County Board of Trustees.

### 1. MINIMIM PROPOSER QUALIFICATIONS

Proposer 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 current health centers in place and operating.

The County will contract directly with organizations capable of performing the requirements of this Request for Proposals. Proposers must be represented directly, not by third parties.

The scoring criteria for this RFP is attached as Exhibit B.

### 2. 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 on the County's Self-Funded Health Insurance Program, if those enrollees choose to utilize the center.
2. If County desires, Center practitioners may 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 center providers understanding the regulations, reporting and laws regarding Workers' Compensation in Tennessee.

3. Wellness Assessments, including Health Risk Assessments and biometric screenings of all interested employees and retirees, plus spouses, on an annual basis.
4. Immunization Services for Employees – annually for Influenza; periodically, as necessary, for Hepatitis B, Rabies, Tetanus, Pneumonia, and Shingles.
5. Administer routine allergy injections.
6. Routine Laboratory analysis associated with these listed services.
7. Dispensary for routine/most prescribed, non-narcotic medications associated with historical data of enrollees on the County's health plan and expected, necessary medications to treat acute care visits. (i.e. antibiotics, anti-inflammatories, etc.)
8. Call Support Center via telephone available 24/7.
9. Downloadable mobile phone appointment App.
10. Partnership with retail clinics for extended care and coverage.
11. Telemedicine options available.
12. Provide a retail market solution or equivalent for after-hours care.
13. Patient-friendly appointment scheduling online and telephonic.
14. Compliance with HIPAA, PAACA, and all other state and federal laws.
15. Electronic Medical Record reporting system in compliance with above laws.
16. Billing or other time and service allocation reporting that delineates the type of service rendered, with detailed explanation of expenditures and charges.
17. Specific documentation related to any pass-through expenditures, such as actual bills received by provider from original purchase.
18. Specific documentation on mark-up or increased percentages charged on billed expenditures.
19. Ability to bill, track and report on type of encounter, i.e. wellness, workers' compensation, acute care, medication dispensing, etc.
20. Explanation of manner in which provider(s) keep abreast of trends, changes in best practices, treatment options, trials/outcomes, scientific research, laws/requirements, etc.
21. List the types and numbers of providers/staff members proposed to be at this Center location.
22. The number of hours per week, per staff type, recommended going forward for this Center location.

## B. POTENTIAL ADDITIONAL SERVICES

1. Chronic Disease Management services based on historic and current evaluation of group-wide results of HRAs/Biometric screenings.
2. Specific 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 HRAs/Biometric Screenings, such as weight management, physical fitness, nutrition, etc.
5. Post-offer, pre-employment occupational evaluation/physical evaluation regarding fitness for duty for all newly hired employees.
6. Post-leave evaluation for fitness for duty, as needed.
7. Annual First Responder and DOT Physicals if requested.
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.

### 3. RFP SCHEDULE

The following RFP Schedule of Events represents the County’s best estimate of the schedule that will be followed. *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 County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.**

#### SCHEDULE OF EVENTS

Task	Date
RFP Issue Date	11/27/18
Deadline for Receipt of Written Questions	12/5/18 at 2:30 pm
County Issues Responses to Written Questions	12/12/18
Deadline for Submittal of Proposals	12/17/18 at 2:30 pm
Vendor Interviews Proposed	1/28-2/1/19
Final Recommendation Made	2/05/19
Contract Effective Date	3/1/19

Failure to comply with the schedule and due dates listed above may be cause for rejection.

### 4. PROPOSAL FORMAT AND CONTENT

#### 1. General Proposal Requirements

- a. 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.
- b. Proposals must be inclusive of fees and charges.

- c. Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the County's information requirements.
- d. Proposers must label each response to the RFP with the section and subsection numbers associated with the subject requirement in this RFP.

**Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the County's sole discretion, result in the rejection of the Proposal.**

- e. Proposals must not contain extraneous information. All information represented in a Proposal must be relevant in response to a requirement of the RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
- f. Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English.

## **5. PROPOSAL REQUIREMENTS**

Proposals must be submitted in the format listed in this section.

- Tab A. Proposal Transmittal letter
- Tab B. Response to RFP Questionnaire
- Tab C. Response to Example of Services
- Tab D. References
- Tab E. Interview Process
- Tab F. Additional Required Forms
  - a. Attachment 1. Non-collusion Affidavit
  - b. Attachment 2. Diversity Business Information sheet (If applicable)
  - c. Attachment 3. Certificate of Liability Form
  - d. Exhibit A. Scoring Sheet
  - e. Exhibit B. Pricing Sheet

If a proposal fails to detail and address each of the requirements below, the County may determine the proposal to be nonresponsive and reject it.

Tab A. 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 remains 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 County;
- 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 person the County should contact regarding the proposal;
- d. provide written confirmation that the Proposer shall comply with all of the provisions in this RFP;
- e. state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest and, if so, the nature of that conflict. The County 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 County;
- f. attach a copy of a valid certificate(s) of insurance indicating liability and malpractice insurance and the amount of coverage; and,
- 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 County 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.

#### Tab B. RFP QUESTIONNAIRE

Proposer shall provide a response to each question; if response does not meet minimum requirements, it is the Proposer's responsibility to so indicate in the response.

##### **1. Business Background and Customer Base**

- a. Provide a 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 Center 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 Centers?
- 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 Center, health risk assessments and disease management/lifestyle programs.
- f. Provide three public entity references from among your TN block of business of similar size, with 4 or more years using your services. If none in TN, list none.
- g. Please list any on-site TN based Health Center to the County who has 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 Center/wellness center operations.
- i. How many full serviced primary care on-site Centers do you manage for counties/public entities/municipalities in any state?
- j. How many full-service primary care on-site Centers do you operate in Tennessee?
- k. How many full-service primary care on-site Centers do you manage nationally?
- l. How many full-service primary care on-site Centers have you managed for 5 or more years?
- m. What percentage of your Counties operate under an inter-local agreement, or more than one municipal entity sharing a Center/multiple Centers? Give examples of how you manage the variety of Counties and Cities sharing centers.
- n. Disclose all conflicts of interest that currently exist or that may exist in the future pertaining to all referrals; labs, X-Rays, CT Scans, MRIs, 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 are used?

## **2. Health Center Operations**

The County currently owns all the equipment inside the center including but not limited to the exam tables, computers and miscellaneous furniture. Supplies and medications are purchased and on hand inside the Center. Supplies and medications are restocked on a replacement cost basis.

- a. Provide detailed information of how Center supplies (gauze, steri-strips, syringes, needles, office supplies, et.al) will be purchased, paid for and billed to the County.
- b. How many hours per week do you recommend the Center operate and what are the proposed hours you would recommend?
- c. Do the proposed hours per week include appointment slots for dependents?
- d. How many appointment slots will be available per week? Per hour?
- e. How long will it take for the Center to be at the full utilization of the weekly hours?
- f. Describe the staffing model you are proposing, including the weekly hours proposed for each position, type of provider and type of service.
- g. Is there a mark-up on any of the costs associated with staffing the Center? If so, what is the mark-up?
- h. How are supplies purchased for use in the Center and what method is used for stocking those supplies?
- i. Is there a mark-up on any of the costs associated with supplies for the Center? If so, what is the mark-up?



- j. List the minimum qualifications you propose for each position in your staffing model, including licenses, certifications and experience. Will the County have input in the selection of the medical staff?
- k. 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.
- l. Will Center providers be required to refer to a particular hospital or other medical provider? If so, list/describe.
- m. Provide a list of primary care services that you propose to perform.
- n. At what age will dependent care begin?
- o. Describe the extent to which your Center would be able to dispense any prescription medication. How will you determine the class and types of drugs you will offer?
- p. Provide the cost/fee structure to dispense medication on-site (if any or not already included in fees).
- q. Is there any mark-up on the medication dispensed on-site? If so, what is the mark-up fee/percentage?
- r. Describe the ROI that can be anticipated as a result of dispensing medication on-site. Provide examples of the medication dispensed from current Centers.
- s. How are medications purchased for the dispensary and what methods are used for stocking medications?
- t. List the diagnostic lab tests you would perform at the Center.
- u. Is there any mark-up in cost for the labs that are conducted at the on-site Center?
- v. 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?
- w. How are health Center/wellness center appointments scheduled?
- x. Can appointment be made via a downloadable mobile phone App? If so, is there a fee for this service?
- y. How many on-site Center appointments are scheduled via an online appointment scheduler?
- z. How do you balance seeing scheduled appointments and (IF DESIRED) walk-in Anderson County, TN patients at the same time? What is the typical wait-time for patients that have a scheduled appointment?
- aa. 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?
- bb. Do you currently have telemedicine capabilities at your on-site Centers? If so, what is the cost providing the telemedicine service?
- cc. What percentage of employees consider your current on-site Center(s) provider(s) their primary care provider?

### **3. Pharmacy Services**

- a. Will any costs created at the Center be required to be submitted through the self-funded health plan's third-party administrator - in addition to prescriptions that are written, not dispensed, by on-site Center providers?
- 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 sample blinded pharmacy supply list of one of your current Center/wellness centers that includes strength of the medications and quantity (in the bottle) that is available to dispense.
- f. Do you supply patient information sheets on the dispensed medications and also provide live counseling by the dispensing provider?
- g. Are these dispersements checked against the patient's medication information for allergy interactions, drug-food interactions, drug-drug interactions, and duplication in therapy by an EMR medication module?
- h. Are dispensed medications trackable by lot number for patient level recalls?
- i. Are Rx's 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 duplication in therapy prior to handing the patient the Rx?
- j. Do you have a corporate pharmacist available to work with providers on medication issues and to counsel patients on their medication utilization?
- k. Describe your process for managing appropriate supply and pharmacy levels at the clinics in relation to inventory control.
- l. How often are audits conducted? Who is responsible for auditing the clinics?
- m. Is Anderson County charged for the expired supplies and pharmaceuticals?

### **4. Occupational Medicine**

- a. How do you intake employees with occupational injuries?
- b. How do you determine whether or not the injury happened at work?
- c. Describe the types of injuries that can be treated at the Center.
- d. How do you handle injuries that need X-rays or other special assessments that are not available at the Center?
- 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 will you need to clear an applicant for a pre-employment physical?
- h. What information will you need to clear an employee for 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 Center physician part of the process? Why or why not?
- c. Do you provide onsite wellness educational programs (i.e. tobacco cessation, weight management, diabetes, 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.
- d. Would scheduling of the wellness specialist allow for scheduled events partnering with the county wellness coordinator? If so, please include examples and pricing for such programs.
- e. What is the additional charge for wellness specialist to conduct example of 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 a facility other than the on-site Center? What panel/tests are included in the blood draw?
- d. List all of the criteria that is analyzed through the HRA/Biometric Screening and provide an example of the results a patient would receive.
- e. What is the turnaround time for providing the HRA results to plan participants?
- f. Can the results be provided both electronically and in booklet form? Is there an additional fee for the booklet form?
- g. Can the patients access their HRA/Biometric 24/7?
- h. How soon can new employees complete an HRA?
- i. Are you willing to send the County's HRA data to the data analytic provider for analysis to develop health improvement initiatives and incentives? At no 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. Can you identify the high-risk categories of the employee population based on the 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 collect and send the County'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 Center 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 Centerian 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 Center 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 Centerian ID
- b. Health Center vendor acknowledges the County'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**

- a. The County is not requiring its plan participants to use the health Center although it is understood that the success of the Center is directly linked to its use by its employees, and their dependents.
- b. How would you communicate to employees and their families the services provided through the Center and the benefits it provides?
- c. How do you continue to promote the program?
- d. Provide samples of promotional items you would use to encourage use of the Center.
- e. Can your website be linked with the County's website(s)?
- f. 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 today to boost utilization at your Centers.

## **9. Technology**

- a. Describe your EMR System. Was the EMR designed in-house or is it third party vendor used?
- b. What 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 the EMR be sent to outside healthcare providers? Is there any charge associated with sending the EMR data?

## **10. Coordination with Medical Administrator Requirements**

- a. Confirm that your company can coordinate with the medical administrator in terms of referrals to network physicians.

- b. Does your company utilize standard data sets that can be compared and contrasted with utilization data from the medical administrator? (ex. CPT and diagnosis codes)?
- c. How can your company compliment disease management programs already in place?

## **11. Measurement Tools & Results**

- a. How would you propose measuring the outcomes and success of the overall health Center/wellness program? Specifically, how would you track the following:
  - 1. Primary Care/Disease Management Program Outcomes
  - 2. Center Utilization
  - 3. Participant Satisfaction
  - 4. Changes in Cost of Care
  - 5. Productivity/Absenteeism
- b. Describe your standard management reports and provide capabilities for custom reports with associated costs. Provide examples of the reports that you would provide to the County.
- c. Provide a full list of all reports that will be provided to the County. Detail all costs associated with generating the 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 counties in the following categories:
  - 1. Cost per visit
  - 2. Medication
  - 3. Overall Claims Spend
- g. What type of Return on Investment can be shown to Anderson County, TN after 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. Are you willing to guarantee health center open as expected days? If so, describe the fees you would put at risk and the criteria you would use for measurement.
- j. How does your company track Wellness participation?

## **12. 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, describe the situation.

## **13. Accounting and Billing**

- a. How do you propose to bill for medical services and administrative costs to the County entities? Include a sample of your billing. Would you be willing to customize the information contained on this (these) forms? Would there be an additional cost?

- b. Describe internal procedures that will be in place to make sure the County is 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 it from other proposers and make your firm's services more cost effective for the County.
- 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?
- g. Invoicing 30-day payment terms.

#### **14. 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 Center 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 Center. Include every cost category in the proposal. Also, include the anticipated ROI, both with and without productivity savings.
- c. Provide details regarding if fees and costs associated with this service are one-time, monthly, per service, etc.
- d. Provide details on how and when fees and costs associated with this service are reconsidered and/or recalculated, i.e. are administration fees based on enrollment recalculated monthly, annually, or when? Are discounts given when services or utilization hours reach a certain limit? Are per person or per month or per provider charges reconsidered annually, or how often? Etc.
- 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 County upon termination of the contract.
- f. Submit a copy of your standard sample contract for Center/wellness services.

#### **Tab C. RESPONSE TO EXAMPLE OF SERVICES**

- a. All examples requested as a part of this RFP are to be placed in this section (Ex. Reports, operation multiple clinics, biometric screening results, etc.)

#### **Tab D. REFERENCES**

- a. Proposer shall provide at least three current references to Anderson County, TN for whom the Proposer provides similar municipal Health Center Services.

Tab E. INTERVIEW PROCESS

- a. Proposer must be prepared to be onsite for possible demonstration and or interview to be held with the Anderson County Government Employee Insurance Board of Trustees in the determination process. All possible vendors will be notified of the date and time should this be determined to be a necessary component of the process.

Tab F. ADDITIONAL REQUIRED FORMS

- Attachment 1. Non-Collusion Affidavit
- Attachment 2. Diversity Business Information Sheet (If applicable)
- Attachment 3. Certificate of Liability Form
- Exhibit A      Scoring Sheet
- Exhibit B      Pricing Sheet

**6. PROCUREMENT PROCESS**

- A. Proposals will be received by the County until 4:00 p.m. Eastern Time on December 17, 2018, at which time it will be publicly opened in the Council Room, County Hall, For ANDERSON COUNTY, TN

- B. The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed as follows:

Anderson County Purchasing Office  
100 North Main Street, Suite 214  
Clinton, TN 37716, TN  
RFP # 4919 Proposal for Health and Wellness Center Services

- C. An original hard copy, an electronic copy on a CD or Flash Drive in either WORD or PDF and six (6) additional hard copies of the proposal are required.
- D. Proposals, modifications, or corrections received after the scheduled closing time of the receipt of proposals will not be considered. Anderson County, TN is not responsible for delays in delivery by mail, courier, etc.
- E. No submitted proposal may be withdrawn for a period of one hundred, twenty (120) days after the scheduled closing time of the receipt of proposals.
- F. 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 County.

**NOTE – It is the intent of the County to issue one (1) addendum as answers to questions, if necessary.**

**Written request for clarification and/or interpretation must be submitted in writing to both [purchasing@andersontn.org](mailto:purchasing@andersontn.org) and [Shannon@SherrillMorgan.com](mailto:Shannon@SherrillMorgan.com) by 2:30 EST December 5, 2018. An addendum from the County will be issued by 2:30 pm December 12, 2018, if necessary. No other forms of communication will be permitted regarding this RFP.**



**It shall be the Proposer's responsibility to make inquiry as to the addenda issued. Any and all addendums shall become part of the specifications and all Proposers shall be bound by such addenda, whether or not received by Proposer.**

## **7. GENERAL TERMS AND CONDITIONS**

- A. Taxes – The County 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 – Anderson County, TN 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 or 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 County 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 County 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 County.
- 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 Anderson County 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 County 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 County 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 County 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 County, 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 County."

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 County.

- G. F.O.B. – All prices will be quoted F.O.B. ANDERSON COUNTY, TN., delivery to ANDERSON COUNTY, TN 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 Anderson, County. 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 County authority to be capable of satisfying the County's needs for a specific contract or purchase order.
- J. The County 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 County 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 Anderson 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 ANDERSON COUNTY, TN.
- L. The County, 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 County 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 County.

**ATTACHMENT 1**  
**Non-Collusion Affidavit**

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion Affidavit**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I state that I am (Title) \_\_\_\_\_ of (Name of My Firm) \_\_\_\_\_ and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

**I STATE THAT:**

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:  
\_\_\_\_\_

I state that (Name of My Firm) \_\_\_\_\_ understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## DIVERSITY BUSINESS INFORMATION

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### Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

**“MINORITY”** means a person who is a citizen or lawful permanent resident of the United States and who is:

- Black (a person having origins in any of the black racial groups of Africa);
- Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

**“MINORITY BUSINESS ENTERPRISE”** shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. “Control” as used in the above clause, means exercising the power to make policy decision. “Operate,” as used in the above clause, means being actively involved in the day-to-day management of the business.

**“WOMEN BUSINESS ENTERPRISE”** shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. “Control” as used in the above clause, means exercising the power to make policy decision. “Operate,” as used in the above clause, means being actively involved in the day-to-day management of the business.

**DIVERSITY BUSINESS INFORMATION  
ANDERSON COUNTY GOVERNMENT**

**NOTE:** This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

**IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED**

**SECTION 6 – DIVERSITY INFORMATION**

**VENDOR/CONTRACTOR NAME:**

\_\_\_\_\_

Type of Company: (Check One)

( ) Corporation    ( ) Partnership    ( ) Limited Liability    ( ) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes \_\_\_ No \_\_\_

If yes, check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native \_\_\_\_%
- African American \_\_\_\_%
- Hispanic \_\_\_\_%
- Asian/Pacific Islander \_\_\_\_%
- Other \_\_\_\_% \_\_\_\_\_ (please indicate)

Please name the entity of certification: \_\_\_\_\_

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: \_\_\_\_\_ OFFICER OF THE COMPANY

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT:**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_,

PERSONALLY APPEARED \_\_\_\_\_, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: \_\_\_\_\_

PRINTED FULL NAME OF NOTARY: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**Attachment 3  
Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker’s Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

**Only the items marked with an “X” are applicable to this bid and or contract.**

1.  **Workers Compensation  
Employers Liability** Statutory limits  
100,000/100,000/500,000
  
2.  **Commercial General Liability** \$500,000 per occurrence  
\$1,000,000 aggregate
  - Occurrence Form Only
  - Include Premises Liability
  - Include Contractual
  - Include XCU
  - Include Products and Completed Operations
  - Include Personal Injury
  - Include Independent Contractors
  - Include Vendors Liability
  - Include Professional or E&O Liability
  
3.  **Business Auto**
  - Include Garage Liability
  - Include Garage Keepers Liability
  - Copy of Valid Driver’s License
  - Copy of Current Motor Vehicle Record
  - Copy of Current Auto Liability Declarations Page
  
4.  **Crime Coverages**
  - Employee Dishonesty
  - Employee Dishonesty Bond
  
5.  **Property Coverages**
  - Builders Risk
  - Inland Marine
  - Transportation
  
6.  Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This MUST be submitted before purchase order issued.

**Certificate Holder Shall Be:** Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker’s compensation and auto. Insurance carrier ratings shall have a Best’s rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out “endeavor to” and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be

disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

**Bidders Statement and Certification**

I understand the insurance requirements of these specifications and will comply in full within **21 (twenty-one) calendar days** if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

\_\_\_\_\_  
**Vendor Name**  
**Signature**

\_\_\_\_\_  
**Authorized**

\_\_\_\_\_  
**Bid Representative Name (Please Print)**

\_\_\_\_\_  
**Date**

## Exhibit A

### **Scoring Criteria – After Minimum Proposer Qualifications Met**

1.	Base Proposal Requirements Met	20 Points
2.	Potential Services Requirements Met	5 Points
3.	Business Background and Customer Base	5 Points
4.	Health center Operations	5 Points
5.	Occupational Medicine	5 Points
6.	Wellness Programs and Chronic Disease Management	10 Points
7.	HRA/Biometric Services	5 Points
8.	Data Mgmt. and Data Access	5 Points
9.	Implementation and Communication	5 Points
10.	Technology	5 Points
11.	Coordination with Medical Administrator	5 Points
12.	Measurement Tools and Results	5 Points
13.	Confidentiality and Privacy	5 Points
14.	Accounting and Billing	5 Points
15.	References	5 Points
16.	Complete and Thorough Response	5 Points
	TOTAL	100 Points

- Please note that Operating cost will be evaluated separately. If an onsite presentation is granted, 10 additional bonus points may be added.



## Exhibit B

### PRICING SHEET

1.	Primary Care Fixed Management Fee Detail what is included /excluded	
2.	Implementation Fees	
3.	Start Up Fees	
4.	Annual Supply Expense	
5.	Dispensed Medication Expense Detail basis of response	
6.	Lab Expense & Number of Labs Detail basis of response	
7.	Staff Expenses Detail number of hours and provider matrix	
8.	Number of annual visits expected	
9.	Occupational Health/Workers' Compensation Fixed Management Fee Detail what is included/excluded	
10.	HRA/Wellness/Biometrics Fixed Management Fee Detail what is included/excluded	
11.	Total Costs Year One (Before Pharmaceutical Expenses)	
12.	Total Cost Year One (After Pharmaceutical Expenses)	
13.	Productivity Savings Expected Year One	
14.	Total Savings Year One (After all expenses and before productivity savings are accounted for)	
15.	Accumulated Three-Year Savings (Without Productivity Savings) Detail assumptions to savings	

- Please note that upon being selected as a finalist, you will be notified of any additional fees among participating entities, collaboration and/or consultation fees for placing in the final proposals.

Pricing will be considered in determining the lowest and best proposal.