



**CITY OF MEMPHIS**

**REQUEST FOR PROPOSAL**

**#110773**

**Clinic Management Services**

**Date Issued: February 14, 2023**

**Proposal Submission Deadline: April 12, 2023**

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## 1. OVERVIEW

Thank you for your consideration of the City of Memphis' (the City's) request for proposal (RFP) for Clinic Management. We expect implementation to begin in August of 2023 for clinic management, with services effective October 2023.

### 1.1 GENERAL CONDITIONS

The following data is intended to form the basis for submission of proposals to provide Clinic Management Services. This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. Please note that additional data/information and required submission forms are included on, and should be submitted through, the online procurement tool, RFP360, as directed below in this document.

The RFP should be read in its entirety before preparing the proposal. All materials submitted pursuant to this RFP shall become the property of the City of Memphis.

To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential, to the extent necessary for review, until the proposal evaluation is complete. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee established by the City and other appropriate designated City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected vendor.

Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made in accordance with the requirements listed in Section 4.5 Initial Questions Submission, Final Questions Submission. The City of Memphis is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. Any questions or concerns not submitted by the stated time and date will be deemed waived.

If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at <https://www.memphistn.gov/business/rfps-rfqs/>. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

The City of Memphis reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest,



and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

## 1.2 OBJECTIVE

The following information is intended to form the basis for submission of proposals to provide clinic management services. This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. **Please note that, should your organization submit an Intent to Bid Form (Exhibit 7), signed Non-disclosure agreement (NDA) (Exhibit 8), and be deemed as an acceptable bidder by the City, additional RFP materials will be made accessible to you through the online procurement tool, RFP360, as described below.**

The RFP should be read in its entirety before preparing the proposal. All materials submitted pursuant to this RFP shall become the property of the City of Memphis.

## 1.3 ORGANIZATIONAL OVERVIEW

This proposal represents a membership of more than 15,000 current active and retired members from the City. Below is a brief overview:

The City has worked hard to design a health & welfare benefits program that provides security, choice, and competitive rates for employees and retirees. The core of the benefits strategy has been to:

- Attract and retain quality talent
- Offer employees financial security
- Build a comprehensive and competitive benefits program that allows for employee choice;
- Include affordable and sustainable solutions for both participants and the City;
- Incorporate wellness, health management, and incentives to change behavior and improve the health of the population;
- Offer robust behavioral health support to employees and their dependents, including those without medical plan coverage;
- Enhance strong communications and education initiatives to assist the employees in adopting, understanding and managing their well-being and benefits costs.

Please see "Attachment A - Clinic RFP - Eligibility Census" which includes a summary of eligible employees, as posted on the procurement tool, RFP360.

## 1.4 REASON FOR COMPETITIVE BID

In order to determine a short list of qualified vendors with whom the City will conduct finalist interviews, we are seeking detailed information regarding the clinic management capabilities of your organization and your ability to assist the City in achieving its strategic benefits goals (bulleted above) while also:

- Accepting accountability for the effectiveness of clinic management, delivery and outcomes through aggressive financial and performance management guarantees and associated risk;
- Leveraging data analytics and business intelligence to partner with the City in a consultative role to contain costs and serve employees;
- Offering the highest quality customer service to the City and its members;
- Promoting and facilitating employee wellbeing;
- Providing efficient coordination with other vendors and simplifying administration for the City and employees, where possible; and
- Achieving the above goals within the confines of the City's current HR and payroll systems.

Please note that this RFP is only requesting clinic management services. If a new vendor is selected, they will be expected to coordinate with the current vendor in the transition of clinic management.

#### 1.5 CURRENT CLINIC PROGRAMS

The City currently has two clinics available to its eligible population:

City Hall  
125 N Main Street  
Memphis, TN 38130

Union Avenue  
1520 Union Avenue  
Memphis, TN 38103

The City Hall clinic is open from 8:00am-4:30pm Monday-Friday. The Union Avenue Clinic is open from 8:00am-4:00pm on Monday and Friday and 10:00am-6:00pm Tuesday-Thursday; the City would like to keep the current operating hours. The clinics are currently managed by Baptist Health System.

Eligible Population:

- Active Employees (regardless of health plan enrollment) and their dependents
- Grandfathered Retirees (and their dependents) - Approximately 1,800 retirees

Contract employees are not eligible for clinic services.

The City would like to continue to offer two clinics going forward. The Union Avenue clinic is located in a building that is owned by the incumbent management vendor (Baptist). The City has a potential location for a clinic, but the City may need assistance selecting a new clinic site and/or building out the potential City owned site.

The Clinics were created, in part, to address an acute care need for the City's employees; Memphis did not have urgent care centers or adequate primary care accessibility to meet employee demand. The

current clinics have been sufficiently solving this need for the employees of the City. The City would like to explore expanding the clinics to focus on primary care, disease prevention, and condition management. Services the City is interested in adding include disease management coaching, musculoskeletal disorders (including broad care coordination and treatment such as prevention, decision support, physical therapy, chiropractic care, pain management, etc.), nutritional coaching, enhanced pharmacy services, behavioral health services, biometric screenings, wellness programs, and virtual health.

The clinics are fully-funded by the City; employees, retirees, and dependents have no cost share for care received in the clinics. Additional plan details can be found in the following attachments:

- "Attachment I - Clinic RFP - Current Clinic Services" (provided on RFP360)
- "Attachment M - Clinic RFP - BCBST Claims by Diagnosis and Chronic Condition Management" (provided on RFP360)

## 2. SCOPE OF SERVICES

### 2.1 CLINIC MANAGEMENT REQUESTED SCOPE OF SERVICES

The scope of services currently requested through this RFP is summarized below, however the City reserves the right to modify the requested scope of services at any time during or after the RFP process.

- **Clinic Operations**

- Develop future clinic strategy in combination with the City and its vendors and consultants. The strategy may focus on items such as:
  - Areas of treatment focus (e.g. wellness and prevention, ambulatory, chronic condition management, mental health, MSK, nutrition, pharmaceutical dispensing, etc.)
  - Potential for differing treatment focus by clinic location
  - Staffing (may include nurses, nurse practitioners, physician assistants, physicians, therapists, pharmacists, etc.)
  - Phased build out of strategy
  - Coordination with other City vendors
  - Hours of operation
  - Virtual care options
  - Employee promotion and engagement
- Plan, provide, and manage clinic staffing based on City strategy
- Ensuring clinic staff are properly credentialed at all times
- Ensuring clinic staff are receiving ongoing training as appropriate
- Develop and implement a back-up plan for operating clinics in times of staffing shortages, higher than typical member need, etc.
- Scheduling, checking in, and following up as appropriate regarding appointments
- Administer and oversee the care of City employees such as in-person and telehealth capabilities
  - Primary Care
    - Holistic needs assessment
    - Preventative care and immunizations
    - Wellbeing and nutrition
    - Fitness
  - Behavioral health
  - Musculoskeletal, physical therapy, chiropractor, etc.
  - Chronic condition management & coaching
  - Pharmacy dispensing
  - Other (dental, vision, etc.)
- Provide employees with clinical referrals, as necessary, aligned with patient needs and the City's broader healthcare benefits strategy
- Provide healthcare system navigation and treatment decision support to employees, in coordination with the City's other medical plan vendors
- Claims / utilization administration, including coding of all clinic interactions based upon

generally recognizable coding standards and the passing of claims / utilization data (likely zero-dollar claims), in an agreed upon format to the medical TPA, PBM, data warehouse and any other City vendors, as deemed appropriate

- Providing clinical and administrative assistance with City defined wellbeing initiatives and challenges

- **Program Management Services**

- Assist with the offboarding of current vendors (if applicable).
- Facilitate the implementation of services and build-outs (as applicable).
- Facilitate ongoing status calls (e.g. weekly, monthly, quarterly, etc.) with the City to keep up to date and communicate on any needs, escalated issues, strategy, etc.
- Facilitate an annual stewardship meeting to discuss the following but not limited to current onsite services operational insights and ideas/opportunities/phased buildout for the following year
- Aid in a phased buildout of onsite clinic services

- **Employee Communications**

- Periodically analyze the performance of all clinic services and re-evaluate the program design, and recommend appropriate corrective action as needed. The analysis will include a summary of the current programs past performance and future outlook
- Work with the City to prepare and implement an employee communication and engagement strategy to promote clinic services in a holistic view

- **Holistic Care**

- Monitor and integrate employee engagement across clinic services and other City benefits to promote holistic integrated employee care and well-being. For example, clinic and fitness vendors are reporting/communicating to each other about employees' wellbeing plans and current state
- Utilize knowledge of the City's benefits offerings to help refer employees to appropriate resources

## 2.2 INTENT TO BID FORM AND NDA

A completed and signed Intent to Bid Form (Exhibit 7) and Non-Disclosure Agreement (NDA) (Exhibit 8) must be submitted by the deadline specified in Section 4.3. Only after these two documents are completed and submitted, with the City's NDA signed *without modification*, and the vendor is determined to be qualified, will a vendor be provided access to the RFP online application, RFP360, which will contain the RFP questionnaire and additional attachments and exhibits. Access to RFP360 will be granted to all qualified bidders on the date specified in Section 4.3.

Please email your signed Intent to Bid Form (Exhibit 7) and your signed NDA (Exhibit 8) to Kristie Hardy (Kristie.hardy@memphistn.gov) and Frances Brooks (Frances.Brooks@memphistn.gov) of the City's Purchasing Office.

### 2.3 INSURANCE REQUIREMENTS

Insurance requirements for this project are listed at the end of the sample contract, attached as Exhibit 5 or you can download an electronic version of the document attached in the Project Background section of the RFP (on RFP360), entitled "Attachment E - Clinic RFP - CoM Insurance and Risk Loss".

If the proposer is unable to provide the required insurance referenced above, questions concerning a change to the requirements should be addressed during the question and answer phase and will not be considered after the deadline in Section 4.3.

**Please note, the certificate of insurance (COI) showing compliance with the insurance requirements is required along with submission.**

Please save (and upload to RFP360) as "Attachment E - Clinic RFP - COI - [Insert Your Unique Vendor Name Here]". This must also be included with the hard copies delivered to the City, as well as on the thumb drive.

### 2.4 DURATION

Vendors are asked to propose on a 3-year contract with two optional 1-year options.

### 3. PROPOSAL RESPONSE

This Section describes the contents of Proposer's Proposal and provides an outline of how the Proposer should organize it. Proposer's Proposal will not be considered responsive unless it fully complies with the requirements in this Section, as well as the additional instructions provided in Section 4.6 regarding the required Proposal formats and submission process.

Specifically, Proposer's Proposal shall include each of the sections referenced in the table below. The preferred method of submittal is in a three-ring binder with tabbed sections. The requirements for each of these Proposal sections are described in more detail in this Section.

**PROPOSER'S PROPOSAL WILL BE DISQUALIFIED FROM THIS RFP PROCESS IF THE PROPOSER FAILS TO CONFORM TO THE PROPOSAL INSTRUCTIONS IN THIS SECTION.**

<b>Sections and Topics</b>
Section 1 – Cover Letter
Section 2 – Non-Collusion Affidavit
Section 3 – Criminal and Civil Proceedings Disclosure
Section 4 – Questionnaire
Section 5 – Pricing
Section 6 – Relevant Experience
Section 7 – Performance Guarantees
Section 8 – Equal Business Opportunity (EBO) Program
Section 9 – Sample Clinic Management Contract
Section 10 – Implementation Plan
Section 11 – Certificate of Insurance (COI)

#### 3.1 COVER LETTER

Proposer's Proposal shall contain a cover letter acknowledging Proposer's understanding of the RFP process and requirements set forth in this RFP, including its commitment to its Proposal. The cover letter shall be signed by an authorized representative of Proposer's company.

Provide agency's name, address, web address, telephone and fax numbers. Please include name, title and e-mail address of the individual who will serve as agency's primary contact. Describe your agency's ownership.

Please save (and upload to RFP360) the Cover Letter as "Attachment N - Clinic RFP - Cover Letter - [Insert Your Unique Vendor Name Here]".

### 3.2 NON-COLLUSION AFFIDAVIT

Please use the form provided in Exhibit 1 or you can download an electronic version of the document attached in the Project Background section of the RFP (on RFP360), entitled "Attachment C - Clinic RFP - CoM Noncollusion Affidavit".

To submit your non-collusion affidavit, input your responses, sign (note there are two places to insert a signature) and insert your corporate seal, along with any comments and save and rename the file as "Attachment C - Clinic RFP - CoM Noncollusion Affidavit - [Insert Your Unique Vendor Name Here]". You may then upload the file to RFP360 in the Project Background section of the RFP. This must also be included with the hard copies delivered to the City, as well as on the thumb drive.

**Please note this document requires two (2) wet signatures and an original corporate seal on your hard-copy. If your company does not have a corporate seal, bidders are required to use a standard notary seal.**

### 3.3 CRIMINAL AND CIVIL PROCEEDINGS DISCLOSURE

Please use the form provided in Exhibit 2 or you can download an electronic version of the document attached in the Project Background section of the RFP (on RFP360), entitled "Attachment D - Clinic RFP - CoM Criminal and Civil Proceedings Disclosure". To submit your Criminal and Civil Proceedings Disclosure, complete the form, save and rename the file as "Attachment D - Clinic RFP - CoM Criminal and Civil Proceedings Disclosure - [Insert Your Unique Vendor Name Here]". You may then upload the file to RFP360 in the Project Background section of the RFP. This must also be included with the hard copies delivered to the City, as well as on the thumb drive.

**Please note, this form is required regardless of disclosure status. If your company does not have anything to disclose, please state so in your attached submission.**

### 3.4 QUESTIONNAIRE

Your Questionnaire responses will be submitted through the RFP360 online application.

If you need help using the application, please visit [help.rfp360.com](http://help.rfp360.com). Please note that each question will have a limited word count for responses, ensure your answers are concise and answer the question in full. You may also contact the RFP360 Support Team via email at [support@rfp360.com](mailto:support@rfp360.com) or phone at (844) 737-0365. If you still have questions or need assistance, please contact the designated RFP representative listed under the RFP Inquiries section.

**Once completed, a printed copy of the questionnaire responses must also be included with the hard copies delivered to the City, as well as on the thumb drive. The hard copies and thumb drive should include all documents uploaded to RFP360 that are not specifically referenced in the "Section and Topics" table in Section 3 (Proposal Response).**



For reference purposes only, a copy of the Questionnaire is available on the City's procurement website entitled "Attachment U - Clinic RFP - RFP Questionnaire".

### 3.5 PRICING

Proposer shall use the form included in Exhibit 3 for this section. This form is also available in Excel format in RFP360, as Attachment H. You may add rows and columns to the template as you deem necessary to clearly demonstrate your proposed clinic management pricing.

To submit your financial proposal, please download the excel file from RFP360 entitled "Attachment H - Clinic RFP - Pricing Form". This document includes two tabs – one to provide your pricing proposal assuming the current scope of clinic services and one tab to provide your pricing proposal assuming the requested scope of clinic services.

Save and rename the file as "Attachment H - Clinic RFP - Pricing Form - [Insert Your Unique Vendor Name Here]". After the file is completed, you should re-upload the file to RFP360. This completed document should also be included on the thumb drive provided directly to the City and in the hard copies of the full proposal submittal.

### 3.6 RELEVANT EXPERIENCE

Your relevant experience will be assessed through your response to the RFP questionnaire.

### 3.7 PERFORMANCE GUARANTEES

Please provide a document that lists all proposed performance guarantees that you suggest. Please include the following:

- Description of the performance guarantee (PG)
- Minimum standard or threshold for monitoring/reporting
- Frequency of reporting
- Confirmation that the PG is evaluated at the client level (or if book of business level, indicate as such)
- Amount of financial risk

Note that, at a minimum we expect performance guarantees related to

- Member service metrics
- Employer reporting
- Employer satisfaction
- Employee satisfaction
- Account management

Please save (and upload to RFP360) as "Attachment O - Clinic RFP - Performance Guarantees - [Insert Your Unique Vendor Name Here]."

### 3.8 EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

Proposer shall provide a complete participation plan or well documented good faith efforts. See the following pages for descriptions and forms.

### **Equal Business Opportunity Program**

This contract will be subject to the requirements of the City of Memphis Ordinance #5384 which establishes the Equal Business Opportunity ("EBO") Program. It is up to the Respondent to ensure that all requirements of this ordinance are met. The Ordinance may be accessed on the City's website at [www.memphistn.gov](http://www.memphistn.gov) under "Doing Business". The intent of the EBO Program is to increase the participation of locally owned minority and women owned business enterprises ("M/WBE") in the City's purchasing activities. Toward achieving this objective, the M/WBE participation goal for this solicitation is 0%. The percentage of M/WBE participation is defined as the dollar value of subcontracts awarded to certified minority and/or women business enterprises divided by the total proposed base bid amount.

To submit your EBO Program form, complete and sign the form, save and rename the file as "Attachment G - Clinic RFP - EBO Form - [Insert Your Unique Vendor Name Here]". You may then upload the file to RFP360 in the Project Background section of the RFP.

### **Participation Plan**

The Participation Plan must include: (1) level and dollar amount of participation your firm anticipates to achieve in the performance of contract resulting from this RFP; (2) the type of work to be performed by the M/WBE participation; and (3) the names of the M/WBEs the Respondent plans to utilize in the performance of the contract resulting from this RFP.

### **Good Faith Efforts Documentation**

If a Respondent proposes an M/WBE percentage less than the established goal, the Respondent must, at the time of the response, submit a Good Faith Efforts statement accompanied by the appropriate documentation justifying its submitted M/WBE percentage. The ability of the Respondent to perform the work with its own work force will not in itself excuse the Respondent from making good faith efforts to meet participation goals. The determination of whether a Respondent has made a good faith effort will be made by the City's Contract Compliance Officer, Director of Finance and the Purchasing Agent, prior to the award of the project.

### **Eligible M/WBE Firms**

To qualify as an M/WBE firm, per the requirements of City of Memphis Ordinance #5384, a firm must be included on the City's list of certified M/WBE firms. One or a combination of several M/WBEs may be utilized to meet the established goal.

Requests for verification must be submitted to the City's Contract Compliance Office listed below:

Office of Business Diversity & Compliance  
Phone 901-636-6210; Fax 901-636-6560  
125 North Main Street, Suite 546  
Memphis, TN 38103

**CITY OF MEMPHIS  
EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE FORM**

**PROJECT TITLE:** \_\_\_\_\_

**Project M/WBE GOAL:** \_\_\_\_%

The following sections must be completed by bidder. A certified subcontractor or supplier is defined as a firm from the list of certified firms provided with this specification.

\_\_\_\_\_  
Bidder's Name

Section A - If the bidder is a certified firm, so indicate here with a check mark.

\_\_\_\_\_ MBE \_\_\_\_\_ WBE

Section B - Identify below those certified firms that will be employed as subcontractors or suppliers on this project. By submitting this bid, the bidder commits to the use of the firms listed below.

\$ = Show the dollar value of the subcontract to be awarded to this firm

% = Show the percentage this subcontract is of your base bid

M/WBE = Show by inserting an M or W whether the subcontractor is an MBE or WBE

\$ / %	M/WBE	SERVICE	CERTIFIED SUBCONTR. NAME, ADDRESS, TEL. #

Total	\$	%
MBE		
WBE		

**THIS FORM and SUPPORTING DOCUMENTATION MUST BE SUBMITTED WITH THE BID OR THE BID WILL BE CONSIDERED NON-CONFORMING.**

**CITY OF MEMPHIS  
GOOD FAITH EFFORT DOCUMENTATION FORM**

To The Honorable Mayor City of Memphis, Tennessee

From:

PROPOSER NAME \_\_\_\_\_

PROJECT TITLE: XXXXXXXXXXXXXXXXXXXXXXX

Enclosed please find the required documents:

Said Bidder \_\_\_\_ did / or \_\_\_\_ did not attend the project pre-bid meeting.

**\*Copies of all written notification to City of Memphis M/WBE listed firms. (Please attach list of all firms notified, detail how they were notified and when).**

Said Bidder \_\_\_\_ did / or \_\_\_\_ did not select economically feasible portions of the work to be performed by M/WBE firms.

**\*List all M/WBE firms with which negotiations took place. (Attach list. If no negotiations were held, please state so.) Provide names, addresses, and dates of negotiations.**

**\*Statement of efforts to assist M/WBE firms, with bonding, insurance, financing, or with document review. (Attach list. If no assistance was provided, please state so.)**

The Bidder \_\_\_\_ did / or \_\_\_\_ did not use all M/WBE quotations received. If the Bidder did not use all M/WBE quotations received, list on attached sheets, as required as to the reasons those quotes were not used.

**\*List (on attached sheets as required) all M/WBE firms contacted that the bidder considered not to be qualified, and a statement of the reasons for the bidder's conclusions. If no firms were found to be non-qualified, please state so.**

THIS SIGNED FORM AND REQUESTED DOCUMENTATION (noted by an asterisk '\*') MUST BE SUBMITTED WITH THE BID IF THE BIDDER DOES NOT MEET THE REQUIRED M/WBE PROJECT GOAL. IF REQUESTED DOCUMENTATION IS NOT SUBMITTED THE BID WILL BE CONSIDERED NON-CONFORMING.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name and Title

### 3.9 SAMPLE CLINIC MANAGEMENT CONTRACT

Please provide (and upload to RFP360) a sample template contract for Clinic Management as "Attachment Q - Clinic RFP - Sample Clinic Management Contract - [Insert Your Unique Vendor Name Here]".

### 3.10 IMPLEMENTATION PLAN

The implementation process is expected to begin August 1, 2023 and should include the following activities:

- Meeting with the City to understand their clinic strategy
- Developing a employee communication/education plan and communications materials that align with the City's clinic strategy
- Developing an implementation plan, including determining if a new clinic location is needed
- Supporting the City with finding a new clinic location and building a new clinic, if necessary
- Engaging with the City's data warehouse and medical vendor to develop and implement a strategy focused on primary care, chronic condition management, and disease prevention

Please provide a detailed implementation plan that includes at least the following:

- Dates
- Tasks
- Responsible parties
- Account manager and day-to-day project manager
- Amount at risk

Please save (and upload to RFP360) the Implementation Plan as "Attachment P - Clinic RFP - Implementation Plan - [Insert Your Unique Vendor Name Here]".

### 3.11 CERTIFICATE OF INSURANCE (COI)

Insurance requirements for this project are listed at the end of the sample contract, attached as Exhibit 5.

If the proposer is unable to provide the required insurance referenced above, questions concerning a change to the requirements should be addressed during the question and answer phase and will not be considered after the deadline in Section 4.3.

Please note, the certificate of insurance (COI) showing compliance with the insurance requirements is required along with submission.

**Please save (and upload to RFP360) as "Attachment E - Clinic RFP - COI - [Insert Your Unique Vendor Name Here]". This must also be included with the hard copies delivered to the City, as well as on the thumb drive.**

## 4. INSTRUCTIONS ON RFP PROCESS

### 4.1 USE OF INFORMATION

All correspondence about this RFP and the Initiative should be limited to the Principal Contacts listed in Section 4.2 or other designated City personnel or agents.

All information and data provided as part of this RFP process should be used for the sole purpose of preparing a responsive proposal.

### 4.2 PRINCIPAL CONTACT AND INFORMATION REQUESTS

Kristie Hardy and Frances Brooks are the point of contact (the "Principal Contact") for all matters relating to this RFP. Proposer should direct all inquiries to the Principal Contact at:

[Kristie.hardy@memphistn.gov](mailto:Kristie.hardy@memphistn.gov) and [frances.brooks@memphistn.gov](mailto:frances.brooks@memphistn.gov)

Proposer should not, under any circumstances, contact any City personnel (including senior City management or City employees with whom Proposer has an existing business or personal relationship) to discuss this RFP without the Principal Contact's prior written consent. The utmost discretion is expected of Proposer and all other RFP recipients. Any recipient attempting to circumvent this process will risk elimination from further participation in the bidding process.

For technical questions regarding RFP360, please visit [help.rfp360.com](http://help.rfp360.com). Please note that each question will have a limited word count for responses, ensure your answers are concise and answer the question in full. You may also contact the RFP360 Support Team via email at [support@rfp360.com](mailto:support@rfp360.com) or phone at (844) 737-0365. If you still have questions or need urgent technical assistance with RFP360, you may reach out to Trish at [trish.kovach@pwc.com](mailto:trish.kovach@pwc.com) or (301) 356-2985. Please cc: Abigail Cape-Romero ([abigail.cape@pwc.com](mailto:abigail.cape@pwc.com)).

### 4.3 SCHEDULE OF ACTIVITIES

- In order to accelerate the business transformation, service improvements and cost savings the City anticipates, the City has developed an estimated timeline for this Initiative. The City will move as quickly and efficiently as possible to determine the feasibility of each Proposer's Proposal and to move forward with term sheet discussions and ultimately conclude an agreement accordingly.
- As a result, the City requests that Proposer make a dedicated team available to participate in the proposal development and evaluation processes as necessary to participate in the activities and meet the deadlines provided in the table below.
- It is the City's option to conduct interviews with finalists. However, in no way is the City obligated to interview finalists.
- The City reserves the right to modify or update this schedule at any point in time.

In no event shall the deadline for submission of the proposal be changed except by written modification by the City of Memphis Purchasing Department.

<b>Activity</b>	<b>Date</b>
Advertisement for marketing of Clinic RFP	February 14 and February 15, 2023
Intent to Bid Forms and NDA Deadline	February 21, 2023 (by noon CT)
RFP available to Bidders	February 27, 2023 (with submitted Intent and NDA)
Pre-Bid Conference	March 6, 2023 (noon CT)
Proposer Questions & Contract Redline Deadline	March 15, 2023 (by 5pm CT)
City Response to Questions	March 27, 2023
City Response to Contract Redlines	March 31, 2023
Proposal Submission Deadline	April 12, 2023 (by noon CT)
Finalist Selections	TBD
Finalist Presentations	TBD
Negotiations	TBD
Agreement Finalization	End of June 2023

Several of the activities identified in the above table are described in more detail in the remainder of this Section 4.

#### 4.4 PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held virtually on the date and time specified in Section 4.3.

##### **Microsoft Teams Meeting**

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 240 319 952 40

Passcode: Ymr4Hh

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 901-440-0342,,673701759#](#) United States, Memphis

Phone Conference ID: 673 701 759#

[Find a local number](#) | [Reset PIN](#)

#### 4.5 INITIAL QUESTIONS SUBMISSION, FINAL QUESTIONS SUBMISSION

Proposer may submit an initial set of questions based on its review of this RFP, by adhering to the format template provided in Exhibit 4 and submitted as an attached WORD document or as part of the body of the email (no pdf documents), and sending it via email by 5:00 pm on the date listed in Section 4.3 Schedule of Activities. Questions received after this time and date will not be answered. This email should be sent to the individual(s) listed in Section 4.2 Principal Contacts and Information Requests, with the subject heading: "Your company's name – RFP #XXXXX - RFP Name – Questions". The City will post the responses to the questions on the City's web site on or before the date listed in Section 4.3 Schedule of Activities. To ensure the fair and consistent distribution of information, no individual answers will be given. The only official answer or position of the City will be the one posted via the City's website. Any questions or concerns not submitted by the stated time and date will be deemed waived.

Additionally, if bidders will require redlines to the City's Standard Contract for Goods and Services (Exhibit 5), bidders must provide redlines to the City for legal review by the Contract Redline deadline specified in Section 4.3. Redlines are expected to be minimal. Please save send redlines to the individual(s) listed in Section 4.2 Principal Contacts and Information Requests as "Attachment F - Clinic RFP - CoM Standard Contract for Goods and or Services - [Insert Your Unique Vendor Name Here]".

#### 4.6 PROPOSAL SUBMISSIONS

##### **PROPOSAL SUBMISSION AND DUE DATE**

Proposer shall submit, in a sealed packet, one (1) original (clearly marked on the outside of the binder as "ORIGINAL"), three (3) complete printed copies, and one (1) thumb drive containing softcopies of its entire Proposal (including the signed Cover Letters) on or before the date specified in Section 4.3 Schedule of Activities **no later than 12:00 noon CT**, to the addressee provided below:



USPS (or other common carrier)  
City of Memphis  
Purchasing Department, Room 348  
125 N. Main Street  
Memphis, TN 38103

Hand Delivery  
City of Memphis  
Main Lobby – Bid Drop Box  
125 N. Main Street  
Memphis, TN 38103

The label should identify the contents as:

**Your company name & address.  
RFP Title, RFP #XXXXX.**

Additionally, your complete RFP response, including all attachments and exhibits, must be submitted through the RFP360 online application no later than the date specified in section 4.3 Schedule of Activities at no later than 12:00pm (noon) CT.

**PROPOSALS SUBMITTED AFTER THE DEADLINE OR WHICH STATE THAT INFORMATION WILL BE PROVIDED 'AT A LATER DATE', OR WHICH ARE OTHERWISE INCOMPLETE OR FAIL TO COMPLY WITH THE REQUIREMENTS SET FORTH IN THIS RFP WILL BE DISQUALIFIED FROM PARTICIPATION IN THIS RFP PROCESS.**

Proposals may not be amended after the submission deadline, except as potentially requested through a request for a "Best and Final Offer".

Notwithstanding any legends on the proposal or any other statements to the contrary, all materials submitted in connection with proposer's response to this RFP will become the property of the City and may be returned only at the City's option.

#### **PROPOSAL FORMAT**

The City expects the Proposal to be a compilation of various documents, in particular because Proposer's Proposal must utilize the RFP response templates, if provided, set forth in the Exhibits in this RFP.

Proposer shall use Microsoft Office file formats in preparing its Proposal to the maximum extent possible. All pages should be formatted to print on 8 ½" x 11" paper, unless another format is provided by the response template. Proposer responses should be specific, factual, brief and to the point.

#### **PROPOSAL EXPIRATION DATE**

Proposals in response to this RFP shall remain valid for six (6) months from the Proposal due date. The City may request an extension of time if needed.

#### **PROPOSER DATA**

The confidentiality of information and data contained in the firm of contractor's Proposal shall be subject to and governed by the Open Records Act and any other Public Records laws with which the City is legally obligated to comply (including a Freedom of Information Act Request under "FOIA").

**Deadline Extension**

The City reserves the right to extend the submission deadline, if such action is considered necessary by the City.

**Ambiguity, Conflict, or other Errors in the RFP**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify, in writing e-mail, the City of such error and request modification or clarification of the document. The Proposer shall include the RFP number, page number and the applicable paragraph title. The City will issue/post any revisions to the RFP on the City's website ([www.memphistn.gov](http://www.memphistn.gov)). The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or any ambiguity, conflict, discrepancy, etc. shall be waived.

**Withdrawing or Amending a Proposal**

At any time prior to the scheduled deadline for receipt of proposals, the Proposer may withdraw or amend its proposal by submitting a written request from the authorized representative whose name and signature appears on the proposal. A written request to withdraw or amend the proposal must be submitted to the individual and address to whom/which the proposal was submitted in accordance with the section above titled "PROPOSAL SUBMISSION AND DUE DATE."

**Acceptance/Rejection of Proposals**

The City reserves the right to accept or reject, in whole or in part, any or all proposals submitted. The City shall reject the proposal of any Proposer that is determined to be non-responsive.

**Informalities/Minor Irregularities**

The City reserves the right to waive minor irregularities or informalities in a Proposer's proposal when the City determines that it will be in City's best interest to do so. Any such waiver shall not modify any remaining RFP specifications or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

**Proposer indebted to the City**

No contract will be knowingly awarded to any organization which, in the City's sole discretion, is in arrears to the City of Memphis upon any debt or contract, or which is a defaulter as surety or otherwise under any obligations to the City of Memphis, or which has failed to perform faithfully on any previous contract with the City of Memphis.

**Tax Payments**

The City of Memphis is exempt from federal excise, state and local taxes on all purchases and will issue tax exemption certificates, upon request.

#### 4.7 FINALIST SELECTIONS (OPTIONAL)

The City may select a number of the RFP respondents who will be asked to give an oral presentation of its proposal to the City. However, the City is not obligated to interview any finalist. If interviews are conducted, these providers will be selected based on an evaluation of their Proposals against the criteria described in Section 5 of this RFP. RFP recipients that are not selected to progress to the oral presentations likely will be excluded from further consideration.

For this reason, Proposer is strongly encouraged to make as complete and compelling a Proposal as possible. The RFP recipient who fails to comply risks being dropped from further consideration without having an opportunity to improve its offer.

#### 4.8 RECIPIENT PRESENTATIONS (OPTIONAL)

Details pertaining to the oral presentation phase of the RFP process will be confirmed after Proposal submission, however the presentations are tentatively scheduled to begin on the date listed in Section 4.3 Schedule of Activities.

If Proposer is one of the RFP recipients asked to give an oral presentation, Proposer should prepare a comprehensive presentation that concentrates on the business and technical aspects of the Proposal and should not be marketing discussions. **PROPOSER'S PROPOSAL WILL NOT BE ALTERED OR ENHANCED DURING THE ORAL PRESENTATION.**

Appropriate visual and written materials are expected, but the format will be left to the discretion of the Proposer. A soft copy of all presentation materials must be delivered to the Principal Contact at least one business day before the beginning of the presentation. Proposer should also bring a sufficient number of printed copies of the materials for the City attendees at the presentation.

The City may provide a last-minute agenda or other direction for the Proposer's presentation based on the City's initial review of the Proposals.

#### 4.9 CONTRACT AWARD

The award of contract will be made on the basis of the best proposal, as solely determined by the City, which meets the requirements and criteria set forth in the solicitation. The City will only accept proposals for the services requested. The proposal submitted in response to this solicitation is not a legally binding document; however, the contract, which will be based on information provided in the proposal, becomes legally binding once all parties have signed it. Any contract resulting from this RFP shall be subject to the City of Memphis General Terms and Conditions set forth in this solicitation and any additional terms imposed by City. The successful Contractor shall be required to execute the contract originated by the City of Memphis and satisfy all contract requirements as specified by the City.

One or more contracts may be awarded under this RFP, and any contract awards and amounts are subject to the availability and appropriation of funds.

#### 4.10 PROTESTS

Any protest of award must be filed in writing with the Interim Purchasing Agent within five (5) calendar days of the award announcement at the following address, or via email (Kristie Hardy – [Kristie.hardy@memphistn.gov](mailto:Kristie.hardy@memphistn.gov) and Frances Brooks at [frances.brooks@memphistn.gov](mailto:frances.brooks@memphistn.gov)).

City of Memphis Purchasing Agent:  
125 North Main, Room 368, Memphis, Tennessee 38103.

#### 4.11 MODIFICATION OR TERMINATION OF RFP PROCESS

Subject to the rules and regulations of the City's Procurement Office, including with respect to providing notification and, where applicable, providing the opportunity to revise proposals, the City reserves the right to, in its sole discretion, discontinue, amend, supplement, or otherwise change this RFP, the initiative, the process used for evaluation, and the expected timeline at any time and for any reason, and makes no commitments, implied or otherwise, that this process will result in a business transaction with any provider.

#### 4.12 SUPPLEMENTAL INFORMATION

If, after issuance of this RFP, additional relevant material is produced by or becomes available to the City, such material will (where appropriate) be transmitted to all RFP participants for their consideration. The City will make modifications by issuing a written addendum, which will be posted on the City's website. Any revisions to the solicitation will be made only by an addendum issued by the City. It is the responsibility of the Proposer to check the website for possible addenda and should consider such information in its Proposal. The City will assume that all changes or additional requirements transmitted have been considered in the Proposer's Proposal (including with respect to pricing), unless otherwise specified.

#### 4.13 NO REPRESENTATIONS OR WARRANTIES

The City makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP or otherwise provided by the City through the RFP process. Proposer is responsible for making its own evaluation of information and data contained in this RFP or otherwise provided by the City, and for preparing and submitting responses to the RFP. The City has attempted to validate the information provided in this RFP, but it is possible that Proposer may detect inconsistencies or potential errors. While Proposer should identify these potential issues in its questions or in an appendix to its Proposal, Proposer should use the information provided on an "as-is" basis for its initial Proposal. Information regarding the City and the Initiative may be revised or updated, and republished for inclusion in a final response.

4.14 PROPOSAL PREPARATION COSTS

Proposer will be responsible for all costs it incurs relating to this RFP process (including but not limited to Proposal preparation, personnel time, travel-related costs, and other expenses) and any subsequent agreement negotiations.

EXHIBIT 3 – PRICE FORM

Current Clinic Model

Fixed Clinic Fees- Staffing Please indicate the annual salaries you would pay for the following staff model:	Annual Salary		
	YEAR 1 (2023)	YEAR 2 (2024)	YEAR 3(2025)
2 FTE Nurse Practitioners including benefits			
2 FTE Certified Medical Assistants including benefits			
1 Medical Director (oversight)			

Fixed Clinic Fees- Administrative Fees List all fees associated with clinic operations:	YEAR 1 (2023)	YEAR 2 (2024)	YEAR 3(2025)
<i>Fee detail</i>	<i>Annual cost</i>		

Variable Clinic Costs Please estimate the costs of clinic operations with the current clinic model:	YEAR 1 (2023)	YEAR 2 (2024)	YEAR 3(2025)
Rx Dispensed	<i>Annual cost</i>		
Office/Medical Supplies			
Laboratory Expenses			
Radiology Expenses			
Vaccines			
COVID-19 Testing			
Other (please list)			

Other Costs Please include any other fees/costs associated with operating a clinic, excluding any physical location costs.	YEAR 1 (2023)	YEAR 2 (2024)	YEAR 3(2025)

Note: do not include any expenses for the physical location of the facility (rent, etc.).

**Proposed Clinic Model**

<b>Fixed Clinic Fees - Full-time staff</b> Please indicate the full-time staffing model you suggest for the benefits described in the scope of work. Please indicate what credentials each provider/staff you are proposing will have (i.e., physician, NP, PA, etc.).	Annual Salary		
	YEAR 1 (2023)	YEAR 2 (2024)	YEAR 3 (2025)
<i>Full-time staff</i>	<i>Annual Salary</i>	<i>Annual Salary</i>	<i>Annual Salary</i>

<b>Part-time staff</b> Please indicate the part-time staffing model you suggest for the benefits described in the scope of work. Please indicate what type of provider you are providing salary information for.	Hours Per Week	Hourly Rate Year 1	Monthly Rate
<i>Part-time staff</i>			

<b>Part-time Staff</b> Please indicate the hourly rate for part-time staff for years 2 and 3.	Hourly Rates	
	YEAR 2	YEAR 3

<b>Administrative Fees</b> Please detail your administrative/other fees, including but not limited to implementation fees, start-up costs, reporting, and maintenance. Please indicate the basis for all fees (flat, PEPM, per occurrence, etc.)	YEAR 1 (2023)	YEAR 2 (2024)	YEAR 3 (2025)

<b>Variable Clinic Costs</b> Please estimate the costs of clinic operations with the current clinic model	YEAR 1 (2023)	YEAR 2 (2024)	YEAR 3 (2025)
Rx Dispensed	<i>Annual cost</i>		
Office/Medical Supplies			
Laboratory Expenses			
Radiology Expenses			
Vaccines			
COVID-19 Testing			
Other (please list)			

Note: do not include any expenses for the physical location of the facility (rent, etc.). Additional costs for the build-out of new locations will be discussed and further information will be requested from finalists.

## 5. EVALUATION MODEL

### 5.1 QUALIFYING PROPOSALS

City will review each submitted Proposal to determine whether it is a Qualifying Proposal. A Qualifying Proposal is one that meets all the criteria set forth below. All Proposals that ARE NOT a Qualifying Proposal will be disqualified from this RFP process. A Qualifying Proposal is a Proposal that:

- Was submitted (in the form and format required) by the due date as specified in Section 4.6.
- Conforms to the requirements of the RFP (as outlined in Section 3).

### 5.2 EVALUATION OF QUALIFYING PROPOSALS

An evaluation team composed of representatives of the City will evaluate proposals on a variety of quantitative and qualitative criteria. The criteria, and their associated weights, upon which the evaluation of the proposals will be based, are as follows:

**See Criteria Evaluation Guidelines Document to complete this section.**



## 6. RFP TERMS AND CONDITIONS

The City of Memphis seeks proposals from firms who have the expertise to provide to provide the products and/or services as is in accordance with this RFP document. This is a Request for Proposal that may be modified by the City in the selection process.

THE CITY OF MEMPHIS ENCOURAGES THE PARTICIPATION OF SMALL, MINORITY AND WOMEN-OWNED BUSINESSES IN THE PURCHASING PROCESS.

The City of Memphis is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicap status in employment or in the provision of services.

This procurement may be subject to the requirements of Ordinance No. 5114 which establishes a local preference for local businesses located within the City of Memphis. A copy of your current Memphis and Shelby County Tennessee Business Tax Receipt must accompany the proposal for consideration of this ordinance.

Any protest of award must be filled in with the Purchasing Agent pursuant to Section 4.10 Protests. Notice of Intent to Award will be emailed to all vendors that submit a valid proposal. The intent to award notification shall be deemed publicly announced on the date specified on the notice.

Only proposals submitted on the provided form(s) with no changes, additions or deletions to the terms and conditions will be considered. Proposals containing terms and conditions other than those contained herein may be considered nonconforming.

No objections regarding the application, meaning, or interpretation of the specifications will be considered after the opening of the subject proposals. If there are questions or concerns regarding any part of plans, terms, specifications or other proposed documents, a written request for interpretation thereof may be submitted to the City Purchasing Agent prior to the deadline date, pursuant to Section 4.5 Initial Questions Submission, Final Questions Submission. The organization submitting the request shall be responsible for the prompt delivery of the request. Any interpretation in response to the written request will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each organization receiving a set of such documents and/or posted on the City's website. The City of Memphis will not be responsible for any other explanation or interpretation of the proposed documents. By submission of its proposal, a proposer shall be deemed to have understood fully the contents and meaning of the RFP.

All proposals must be signed by an authorized representative of your organization. Unsigned proposals will be considered nonconforming.

Any contract resulting from the proposals received in response to this solicitation shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee without regard to conflicts of laws principles.

By order of the Mayor of the City of Memphis, Tennessee.

**JIM STRICKLAND, MAYOR**

Kristie Hardy, City Purchasing Agent

Published in The Daily News on February 14, 2023      2 Copies

**INSTRUCTIONS TO PROPOSERS**

Proposers shall submit their signed proposal in a sealed envelope INDICATING ON THE OUTSIDE: THE COMPANY NAME and THE REQUEST FOR PROPOSAL NUMBER.

Your complete RFP response, including all attachments and exhibits, must be submitted by April 12, 2023, no later than 12:00 PM (noon) CT, through the RFP360 online application and delivery of hard copy and thumb drive to the City of Memphis. Responses received after the deadline, outside of the online application, or that are incomplete may be disqualified at the discretion of the City of Memphis.

Proposers must comply with all applicable licensing requirements. Pursuant to the City of Memphis Charter, Article 71, Section 777 et seq., it is unlawful to operate a business within the limits of the city of Memphis without possessing a Memphis and Shelby County business license, excepting non-profit organizations that qualify as tax exempt under Sec. 501(c)(3) of the Internal Revenue Code. Upon award notification and prior to the City issuing a properly executed purchase order or entering into a contract with the proposer, the successful proposer, whose principal business address is located within the limits of the city of Memphis, will be required to submit, along with the required insurance and other required documentation, a copy of (1) the tax-exempt ruling or determination letter from the Internal Revenue Services; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

Issuance of this RFP does not obligate the City to contract, in whole or in part, for services specified herein. The City of Memphis reserves the right to cancel this solicitation, in whole or in part, or to reject, in whole or in part, all proposals. Bidders will be notified of any cancellation, and cancellation of this RFP or any subsequent award will be posted on the City's website.

To request additional information concerning this solicitation, please see Section 4.5 Initial Questions Submission, Final Questions Submission.

This solicitation shall be in accordance with the City of Memphis Ordinances and Purchasing Policies and Procedures, which may be amended from time to time.

All materials submitted pursuant to this RFP shall become the property of the City of Memphis.

To the extent permitted by law, all proposals submitted in response to this RFP shall be kept confidential until the proposals have been evaluated and the intent to award is announced. Until the intent to award is announced, no information regarding any proposal will be released to anyone, except members of the Evaluation Committee who are responsible for evaluating the proposals and other appropriate City staff.

All information provided by the Proposer in response to this RFP will be considered by the Evaluation Committee in evaluating the proposal and making an award recommendation to the City.

The Mayor of the City of Memphis is the only individual who can legally sign contracts on behalf of the City. Costs chargeable to the proposed contract shall not be incurred before receipt of a fully executed contract.

**EXHIBITS**

**EXHIBIT 1 – NON-COLLUSION AFFIDAVIT**

The Proposer, by its officers and its agents or representatives present at the time of filing this Proposal, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Proposer, or with any officer of the Owner or Owner's representative whereby such affiant or affiants or either of them has paid or is to pay such other Proposer or officer any sum of money, or has given or is to give to such other Proposer or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached prices that no inducement of any form or character other than that which appears on the face of the Proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Proposal or awarding of the Contract, nor has this Proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Proposal.

Submitted By:

Firm Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

**SIGNATURES**

If PROPOSER is:

A. An Individual

By \_\_\_\_\_

(SEAL)

(Individual's Name)

Doing business as

\_\_\_\_\_

Business Address:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

B. A Partnership

By \_\_\_\_\_

(SEAL)

(Firm Name)

\_\_\_\_\_  
\_\_\_\_\_

(General Partner)

Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

C. A Corporation

By \_\_\_\_\_

(SEAL)

(Corporation Name)

\_\_\_\_\_

(State of Incorporation)

By \_\_\_\_\_

(Name of Person Authorized to Sign)

Title \_\_\_\_\_

Attest \_\_\_\_\_

(Secretary)

**Business Address:**

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**Phone Number:** \_\_\_\_\_

**D. A Joint Venture**

**By** \_\_\_\_\_  
(Name)

**Business Address:**

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**By** \_\_\_\_\_  
(Name)

**Business Address:**

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**Each joint venture member must sign. The manner of signing for each individual partnership and corporation that is party to joint venture should be in manner indicated above.**

## EXHIBIT 2 – CRIMINAL AND CIVIL PROCEEDINGS DISCLOSURE

### PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations. Attach additional pages if necessary.

Note: If no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your proposal.





EXHIBIT 5 – CITY OF MEMPHIS SERVICE AGREEMENT SAMPLE CONTRACT

**CITY OF MEMPHIS STANDARD CONTRACT FOR GOODS AND / OR SERVICES**

**PARTIES TO THE AGREEMENT.** This Agreement is made and entered as of the date of execution by and between [CONTRACTOR NAME@] ("Contractor") and the City of Memphis, a municipal corporation of the State of Tennessee ("City").

**WITNESSETH**

**WHEREAS,** the City, by and through its Division of [DIVISION NAME@] has the need for [SERVICES / GOODS TO BE PROVIDED@]; and

**WHEREAS,** Contractor has the knowledge and expertise to provide such goods/services; and

**WHEREAS,** the parties desire to enter into an agreement setting forth the terms and conditions under which Contractor shall provide said goods/services;

**NOW THEREFORE,** for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the parties hereby agree as follows:

**PAYMENT TERMS AND CONDITIONS**

**DESCRIPTION OF GOODS / SCOPE OF SERVICES.** The goods / services to be provided in connection with this Agreement will include, but not be limited to, those items listed, if applicable, in the Request for Quote (RFQ)/Request for Proposal (RFP) and Contractor's response thereto, which are incorporated herein by reference and, if applicable, Exhibit [EXHIBIT IDENTIFICATION@], attached hereto and incorporated herein as if stated verbatim. Said goods / services shall be provided in accordance with the applicable terms and conditions set forth, if applicable, in the City solicitation, and it is understood and agreed among the parties that in the event of a variance between the terms and conditions of this Agreement and any amendment hereto and the terms and conditions contained, if applicable either in the solicitation document or the response thereto, the order of precedence shall be as follows: (1) This Agreement; (2) Contractor's response, if applicable; (3) City's solicitation, if applicable.

**TERM.** This Agreement shall not be binding upon the parties until it has been signed first by Contractor and then by the authorized representatives of the City in accordance with applicable ordinances, laws and regulations.

The Initial Term of this Agreement shall commence beginning [ @CONTRACT BEGIN DATE@ ] and shall end on the earlier of [ @CONTRACT END DATE@ ] or until all goods/services herein have been provided to the City ("Initial Term"), subject to the availability and appropriation of funds to finance the same and the successful operation of the program.

The City shall have the option to extend the Initial Term for [ @NO. OF OPTION PERIODS@ ] additional [ @LENGTH OF OPTION PERIOD@ ] period(s) (the "Option Periods"), subject to the appropriation of funds by the Memphis City Council and mutual agreement of the parties, evidenced in writing. The Initial Term and the exercised Option Periods are collectively referred to hereinafter as the "Term."

Eligible costs authorized by the City and incurred after the Initial Term begins, but prior to the execution of this Agreement, shall be paid under this Agreement.

**INVOICES.** Contractor shall submit original invoices, or copies of original invoices certified as such by Contractor, on Contractor's letterhead and in form and substance acceptable by the City and with all necessary supporting documentation, to the City. Contractor shall invoice in duplicate, if requested. The invoice shall describe the goods (the items sold) or services provided, list the price per unit, reflect any applicable terms of payment, and show the contract number to which it relates. Unless the contract number is shown on the invoice, it may be returned to Contractor. Invoices shall be submitted to: [ @DIVISION NAME@ ], [ @INVOICE ADDRESS@ ]; Memphis, Tennessee [ @ZIP CODE - INVOICE@ ]; Attn: [ @CITY CONTACT/REPRESENTATIVE@ ].

**COMPENSATION.** Unless City has good faith and reasonable objections to Contractor's invoice(s), the City shall compensate Contractor, based on invoices submitted by Contractor in accordance with the terms of this Agreement, the sum total [ @CHOOSE NOT TO EXCEED OR ESTIMATED TO BE@ ] \$[ @CONTRACT AMOUNT@ ] (the "Fee") during the Initial Term of the Agreement, which shall include all reimbursable expenses/cost. The City shall use its best efforts to remit payment based on Contractor's invoice within thirty (30) days after receipt of accurate invoice and approval by the City. The City is not obligated to pay, and may withhold from payment, any amounts the City has in dispute with Contractor based on Contractor's non-performance/delivery, unsatisfactory performance/delivery or negligent performance/delivery of any services or goods hereunder.

City reserves the right to review all Charges billed and incurred on a monthly basis.

**COMPENSATION FOR CORRECTIONS.** No compensation shall be due or payable to Contractor pursuant to this Agreement for any of the goods delivered or services performed by Contractor to correct goods delivered or services performed, when such corrections are required as a direct result of negligence by Contractor to properly fulfill any of its obligations herein.

**TRAVEL EXPENSES.** Where travel expenses are otherwise allowed and payable herein, such travel expenses shall be in accordance with the City's Travel Policy and Procedures, as may be amended from time to time. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the City.

**TAX PAYMENTS.** The City of Memphis is exempt from federal excise, state and local taxes on all purchases and upon request will issue tax exemption certificates to Contractor. Contractor shall be solely responsible and liable for any taxes and business license fees assessed or imposed by any government having jurisdiction over the services and/or goods to be provided herein.

**PAYMENT DOES NOT IMPLY ACCEPTANCE OF GOOD/SERVICE.** The payment of an invoice shall not prejudice the City's right to object to or question any invoice or matter in relation thereto. Such payment by the City shall neither be construed as acceptance of the good/service nor as final approval of any of the costs invoiced therein, and the City's payment shall not relieve Contractor from its obligation to replace or correct any good/service that do not conform to this Agreement, even if the unsatisfactory character of such good/service may have been apparent or detected at the time such payment was made. Good/service, data or components that do not conform to the requirements of this Agreement shall be rejected by the City and replaced by Contractor, without delay or additional cost to the City.

If Contractor receives payment from the City for good/service or reimbursement(s) that is later disallowed or rejected by the City (or another governmental entity on the basis of audit or monitoring), Contractor shall promptly refund the disallowed amount to the City upon the City's request. At its option, the City may offset the amount disallowed from any payment due to Contractor under this Agreement or any other agreement.

**FINAL CONTRACT INVOICE.** Contractor shall submit to the City a final contract invoice within 45 calendar days from the termination date of the Agreement, for any goods/services provided pursuant to this Agreement. Contractor further acknowledges and agrees the City will not be responsible for any Contractor invoices, pertaining to this Agreement, submitted to the City after the final contract invoice. Contractor shall close out its accounting records at the end of the Agreement period in such a manner that reimbursable expenditures and revenue collections, related to this Agreement, are NOT carried forward.

## GENERAL TERMS AND CONDITIONS

**AMENDMENT.** This Agreement may be modified or amended only by a written amendment executed by all parties hereto and approved by the appropriate City officials in accordance with applicable laws and regulations.

**ASSIGNMENT, SUBCONTRACTING, or TRANSFER.** Contractor shall not subcontract, assign, delegate or transfer all or part of its rights, responsibilities, or interest under this Agreement without the prior written consent of the City. Any purported assignment, transfer, or delegation in violation of this Section shall be voidable by the City. No subcontracting, assignment, delegation or transfer shall relieve Contractor from performance of its duties hereunder; neither shall the City be responsible for the fulfillment of Contractor's obligations to its transferors or subcontractors. Upon request of the City, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the transfer. At any time, City may, in its sole discretion, revoke its prior approval of a subcontractor and direct Contractor to replace such subcontractor or perform the services that were being performed by such Contractor itself if the City finds in its reasonable judgment that (i) such subcontractor's performance is materially deficient or otherwise unacceptable to City; (ii) good faith doubts exist concerning the subcontractor's ability to render future performance because of changes in the subcontractor's ownership, management, financial condition, or otherwise; or (iii) there have been one (1) or more material misrepresentations by or concerning the subcontractor. The City reserves the right to terminate the Agreement if Contractor, in whole or in part, is acquired by another entity during the term of this Agreement. In the event Contractor is allowed to sublet any part of the Agreement, Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and the subcontractor's employees, as Contractor is responsible for the acts and omissions of Contractor's own employees.

**ASSIGNS.** See **SUCCESSORS.**

**AUDITS.** See **RECORDS.**

**CITY FACILITIES.** Except to the extent otherwise approved by the City in its sole discretion, Contractor shall use any and all items provided by the City for the sole and exclusive purpose of providing the services or for delivery of goods described in this Agreement. Use of City facilities by Contractor does not constitute a leasehold interest in favor of Contractor or Contractor's customers.

Contractor shall use any and all items provided by the City in an efficient manner. To the extent that Contractor utilizes such items provided by the City in any manner that unnecessarily increases facility costs or other costs incurred by the City, City reserves the right to set-off the excess costs of such practices. Contractor shall be responsible for any damage to any and all item(s) provided by the City

resulting from the abuse, misuse, or neglect of Contractor, its employees and subcontractors or other failure to comply with its obligations respecting such items provided by the City.

Contractor, its employees and agents shall keep any and all items provided by the City in good order, not commit or permit waste or damage to such items, and not use such items for any unlawful purpose. Contractor shall act and comply with City's standard policies and procedures as made available to Contractor regarding access to and use of such City-provided items, including procedures for the physical security of the City facilities.

Contractor shall permit City and its agents and representatives to enter into those portions of the City facilities occupied by Contractor staff at any time to perform facilities-related services.

Contractor shall not make any improvements or changes involving structural, mechanical or electrical alterations to the City facilities without the City's prior written approval. Any improvements to the City facilities will become the property of the City.

When the City facilities are no longer required for performance of the services described in Exhibit "[@EXHIBIT IDENTIFICATION@]", Contractor shall return such facilities to the City in substantially the same condition as when Contractor began use of such facilities, subject to reasonable wear and tear.

**CITY LIABILITY.** The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Contractor providing goods or services herein or for injury to any employee, agent or subcontractor of the Contractor performing under this Agreement.

**CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF.** If evidence is produced before the final settlement of all or any balances that Contractor has failed to pay subcontractors, laborers employed on its work, or failed to pay for materials used therein, or if the City has reason to suspect the same, the City may withhold such balances and upon evidence satisfactory to the City as to the amount due for such goods, labor, and materials, the City, acting as the agent of Contractor, may settle and pay for the same and charge the amounts to Contractor and deduct the same from the said balance or balances.

**COMPANY'S/CONTRACTOR'S PERSONNEL.** (This paragraph/section is applicable only to purchase of services contracts). Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Agreement and that all services performed under this Agreement shall be supervised by Contractor. Contractor will make its personnel aware of and cause them to comply with the City's policies that have been made known to Contractor while performing pursuant to this Agreement. Contractor further certifies that all of its employees assigned to perform any

services hereunder shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of Contractor who, in the opinion of the City, is incompetent, whose conduct becomes detrimental to the services, or whom the City deems to be unsatisfactory for any reason, shall immediately be removed from association with the services hereunder per the City's request. Upon such request, Contractor shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training. Contractor is responsible for the acts or omissions of its personnel under or relating to this Agreement.

Contractor shall be solely liable and responsible for providing all employee compensation and benefits to, or on behalf of, all persons performing services pursuant to this Agreement. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits, federal and local taxes, or other compensation, benefits or taxes for any personnel provided on behalf of Contractor. In addition, Contractor shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

**CONFIDENTIALITY.** Subject to the open records laws of the State of Tennessee, while performing under this Agreement, the parties may gain access to proprietary and/or confidential information that, if disclosed to third parties, may be damaging to each other. The parties agree not to disclose such information to third parties and shall take all reasonable steps to prevent unauthorized access to any of each other's confidential and proprietary information. Such information shall include, but shall not be limited to, materials considered to be confidential information as a matter of law (*e.g.*, personnel records), and shall also include (i) all materials in any form developed or created by each party related to funding and financial and business information; (ii) all information owned, possessed or used by a party, which is communicated to, learned, developed or otherwise acquired by that party in the performance of this Agreement; (iii) the terms, conditions and pricing contained herein; and (iv) any other information that has been advised by a party is confidential, privileged or proprietary. Confidential information, as used in this Agreement, shall not include (i) information in a party's possession prior to disclosure; (ii) information generally available to the public or that becomes available to the public through a source other than a party under this agreement, or (iii) information that was rightfully obtained by a party from a third party who is under no obligation of confidentiality to either party to this Agreement with respect to such information. Each party agrees that it will accept and hold confidential information obtained from each other in confidence at all times during and after termination of this Agreement. A party shall neither use nor disclose such information, except as provided in this Agreement or as required by law, without the prior written permission of affected party.

Subject to the open record laws of the State of Tennessee, each party acknowledges and agrees that a breach of this section may cause the affected party irreparable injury and damage; therefore, each party expressly agrees that the affected party shall be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement. Each party agrees that it will disclose confidential information only to those employees who have a right and need to know, and shall require its employees, agents, and subcontractors to comply with the requirements of this provision and the requirements of the provisions herein titled "Public Statements" and "Rights in Data."

**CONFLICT OF INTEREST.** Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. Contractor covenants that it has no public or private interest, and shall not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer, official, agent or employee of the City, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with anything contemplated or performed relative to this Agreement. For breach or violation of this provision, the City shall have the right to recover or withhold the full amount of such gratuities.

**COUNTERPARTS.** This Agreement may be signed in multiple counterparts and/or counterpart signature pages, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

**COVENANT AGAINST CONTINGENT FEES.** Contractor warrants that it has not employed or retained any company or person other than a *bona fide* employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision/warranty, the City shall have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

**DEBARRED OR SUSPENDED ENTITIES.** By signing this Agreement, Contractor certifies that it is not presently listed by any federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information changes, Contractor shall notify City without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment.

**DESCRIPTION OF GOODS / SCOPE OF SERVICES.** See **SCOPE OF SERVICES.**

**DISPUTE RESOLUTION.** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the breach thereof, the parties agree that they shall first use their best efforts in an attempt to settle the dispute through negotiations involving themselves or their representatives as they each deem appropriate. Any dispute concerning a question of fact in connection with this Agreement between Contractor and the City shall be referred in successive order for resolution, first to the City's

Chief Procurement Officer/Purchasing Agent, second to the City's Chief Legal Officer/City Attorney, and thirdly to the Mayor of the City of Memphis, whose decision regarding the City's position as to the same shall be final.

**DRAFTER.** This Agreement is the result of arm's-length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

**DUE DILIGENCE AND NON-RELIANCE.** Contractor represents, warrants and covenants that it has had opportunity to conduct, and has conducted, due diligence with respect to this Agreement, and all other items and conditions it deems necessary to conclude this Agreement, and Contractor represents, warrants and covenants that it has not relied upon any written or oral statement of City or its employees, directors, officers, consultants, attorneys or any elected or appointed officials in executing this Agreement.

**EMPLOYMENT OF CITY WORKERS.** Contractor shall not engage, on a full-time, part-time or any other basis during the term of this Agreement, any professional or technical personnel who are or have been at any time during the term of this Agreement in the employment of the City.

**EMPLOYMENT OF ILLEGAL IMMIGRANTS.** Contractor hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Contractor shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract. In the event Contractor fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this Agreement may be canceled, terminated or suspended in whole or in part by the City, and Contractor may be prohibited from contracting to supply goods and/or services to the City for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with the City.

**ENTIRE AGREEMENT.** This Agreement, together with all exhibits, attachments, and addendums hereto (if applicable), constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.

**FORCE MAJEURE.** Neither the City nor Contractor shall be deemed in default hereunder, nor shall either be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any *force majeure* event, including, but



not limited to, acts of God, riots, wars, strikes, epidemics, acts, governmental authorities or acts of nature or other similar cause beyond its control. Both shall put forward its best efforts to mitigate any delay, interruption, or cessation in the performance of its obligations under this Agreement related to said *force majeure* event.

**GENERAL COMPLIANCE WITH LAWS.** If required, Contractor certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and shall obtain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Such permits and licenses will be made available to City upon request.

Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all applicable federal, state, and local laws, ordinances, and regulations in any manner affecting this Agreement. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA). Contractor shall promptly notify City of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict.

**GOVERNING LAW.** The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

**HEADINGS.** Titles, articles, and/or section headings to the provisions herein are for reference purposes only and will be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

**HOLD HARMLESS.** See **INDEMNIFICATION.**

**INCORPORATION OF "WHEREAS" CLAUSES.** The foregoing "WHEREAS" clauses are hereby incorporated into this Agreement and made a part hereof.

**INDEMNIFICATION.** Contractor shall indemnify, defend, save and hold harmless the City and its officers, agents and employees from and against any and all claims, losses, demands, suits, actions, penalties,

damages (consequential or otherwise), settlements, costs, expenses, or other liabilities of any kind and character, including without limitation attorney fees and litigation expenses, arising out of or in connection with the performance of this Agreement by Contractor, its employees, subcontractors, or agents or the breach of this Agreement by Contractor, its employees, subcontractors or agents. This obligation shall survive the expiration or termination of this Agreement. Neither Contractor nor any employees of Contractor shall be liable under this section for damages arising out of injury or damage to persons or property directly caused by the negligence of the City or any of its officers, agents, or employees.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit Contractor's responsibility to indemnify, defend, save and hold harmless the City or its elected or appointed officials, officers, employees, agents, assigns, and instrumentalities as herein required.

The City reserves the right to appoint its own counsel regarding any matter defended hereunder. Contractor acknowledges that the City has no obligation to provide legal counsel or defense to Contractor, its employees or subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this Agreement against Contractor as a result of or relating to obligations under this Agreement. The City shall have no obligation for the payment of any judgments or the settlement of any claims asserted against Contractor or its subcontractors or employees as a result of or relating to Contractor's obligations hereunder.

Contractor shall immediately notify the City c/o Chief Legal Officer/City Attorney; 125 North Main Street, Room 336; Memphis, TN 38103, of any claim or suit made or filed against Contractor or its subcontractors regarding any matter resulting from or relating to Contractor's obligations under this Agreement and agrees to cooperate, assist and consult with the City in the defense or investigation thereof.

**INDEPENDENT CONTRACTORS.** Nothing in this Agreement shall be deemed or construed to represent that Contractor, or any of Contractor's employees or agents, are the agents, representatives, or employees of the City. Contractor acknowledges that it is an independent contractor over the details and means for performing this Agreement. Anything in this Agreement which may appear to give the City the right to direct Contractor as to the details of the performance of its obligations hereunder or to exercise a measure of control over Contractor is solely for purposes of compliance with local, state and federal regulations and means Contractor will follow the desires of the City only as to the intended results of the scope of this Agreement.

It is further expressly agreed and understood by Contractor that neither it nor its employees or agents shall hold themselves out contrary to the terms of this paragraph, and the City shall not be liable for any representation, act or omission of Contractor contrary to the provisions hereof.

**INSURANCE.** See insurance requirements attached hereto as Exhibit [EXHIBIT IDENTIFICATION FOR INSURANCE@] and incorporated herein as if stated verbatim within the Agreement.

**JURISDICTION AND VENUE.** See **GOVERNING LAW.**

**MINORITY, WOMEN, AND/OR SMALL BUSINESS ENTERPRISE(S) CONTRACTING.** Contractor shall take affirmative action to ensure that small, minority-owned and women-owned businesses which have been certified by the City are utilized when possible as sources of supplies, equipment, construction and services.

**MODIFICATION.** See **AMENDMENT.**

**MONITORING RIGHTS.** See **RECORDS.**

**NONDISCRIMINATION.** Contractor hereby agrees to abide by, to take affirmative action to ensure that, and to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in Contractor's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state or statutory law. Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. In the event Contractor fails to comply with the City's nondiscrimination policy and any and all other laws prohibiting discrimination, this Agreement may be canceled, terminated or suspended in whole or in part by the City.

The City reserves the right to investigate any claims of illegal discrimination by Contractor and in the event a finding of discrimination is made and upon written notification thereof, Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. Contractor's failure or refusal to do so shall be cause for termination of this Agreement in accordance with the terms of this Agreement.

Any other agreement which relates to this Agreement to which Contractor is a party, including without limitation, Contractor's agreements with its subcontractors, shall specifically contain a provision to this effect.

**NOTICES.** All notices, approvals, and other communications required or permitted to be given hereunder shall be written and hand-delivered with signed receipt; delivered by facsimile; delivered by a nationally-recognized overnight courier; or mailed *via* certified U.S. mail, postage prepaid and return receipt requested. All notices shall be deemed received and effectively given as follows: (i) if by hand-delivery, on the date of delivery; (ii) if by fax, on the date the fax transmission is received at the receiving location and receipt is telephonically confirmed by the sender; (iii) if by delivery *via* U.S. mail, on the date of receipt appearing on a return receipt card; or (iv) if by overnight courier, on the date receipt is confirmed by such courier service. All notices must be addressed to the respective party at the following addresses or to such other person or address as either party may designate in writing and deliver as provided herein:

To the CITY:

City of Memphis [@DIVISION NAME@]

[@ADDRESS - NOTICES@]

Memphis, TN [@ZIP CODE - NOTICES@]

Attn: [@CITY CONTACT/REPRESENTATIVE@]

Fax: [@FAX NUMBER - CITY CONTACT/REPRESENTATIVE@]

With copy, if requested,

to:

Chief Legal Officer/City Attorney

125 N. Main Street, Room 336

Memphis, TN 38103

To CONTRACTOR:

[@CONTRACTOR NAME@]

[@CONTRACTOR ADDRESS@]

[@CONTRACTOR CITY@], [@CONTRACTOR STATE@] [@CONTRACTOR ZIP CODE@]

Attn: [@CONTRACTOR REPRESENTATIVE@]

Fax: [@FAX NUMBER - CONTRACTOR REPRESENTATIVE@]

**NUMBER AND GENDER.** Unless the context requires otherwise, (i) use of a specific gender imports the other gender(s); and (ii) use of the singular imports the plural and *vice versa*.

**OBLIGATIONS EXTENDED BEYOND PERIOD OF PERFORMANCE.** See **SURVIVAL**.

**ORGANIZATION STATUS AND AUTHORITY.** Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

The execution, delivery and performance of this Agreement by Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor, any provision of any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor's respective properties or assets are bound, in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

Each person executing this Agreement represents that he/she is lawfully authorized to sign the Agreement on behalf of the party he/she represents and execution of the Agreement was duly and regularly authorized by the party's governing body.

**PARTIES IN INTEREST.** See **SUCCESSORS**.

**PATENT INDEMNIFICATION.** Contractor warrants that any goods/services furnished hereunder do not infringe or violate any patent, trademark, copyright, trade secret, or any other proprietary right of any third party; that it shall defend all suits that may arise with respect thereto; and that it shall indemnify, defend, save and hold harmless the City, its officials, employees, agents, successors and assigns, from and against all liabilities, suits, claims, damages, costs or expenses, including without limitation attorney and expert witness fees, for or by reason of any actual or alleged claim the goods/services purchased by City hereunder infringe any patent, copyright, or are a violation of trade secret disclosure laws, whether by reason of Contractor's purchase or otherwise. This indemnification obligation shall survive the expiration or termination of this Agreement.

**PENALTIES AND LIQUIDATED DAMAGES.** Contractor recognizes that various losses, penalties (including service level penalties), and/or liquidated damages may be assessed against City for certain failures to

perform. In any such case where City's failure to perform is due to some negligent act, omission, or failure to perform on Contractor's part, Contractor agrees to pay or reimburse City for such assessments and City may deduct same from any Contractor's invoices as applicable. In any such case where Contractor is assessed penalties, such penalties will not exceed the corresponding amount for which the City is penalized due to Contractor's negligent act, omission, or failure to perform.

**PRECEDENCE.** In the event of any inconsistency between the terms or provisions expressed in this Agreement, and any term or provision in any of the other contract documents, the order of precedence shall be as follows: (1) this Agreement, including all Exhibits, except that all general terms and conditions contained in the main body of this Agreement shall control over any conflicting general terms and conditions contained in any Exhibit hereto; (2) Contractor's response, if applicable; (3) City's solicitation, if applicable.

**PUBLIC RECORDS.** Notwithstanding anything to the contrary contained herein or within any other document supplied to the City by Contractor, Contractor understands and acknowledges that the City is a governmental entity subject to the State of Tennessee Public Records Act, and any reports, data or other information supplied to the City regarding goods supplied or services performed hereunder may be subject to disclosure as a public record in accordance with the laws of the State of Tennessee.

**PUBLIC STATEMENTS.** Contractor shall not make any announcement, release any information, or authorize or participate in any interview concerning this Agreement and the goods and/or services required herein, without obtaining prior written consent from the City. Contractor shall require its employees, agents, and subcontractors to comply with the requirements of this provision. This provision shall survive the expiration or termination of this Agreement.

**RECORDS.** Contractor shall make and keep as the same legally enforceable, full and complete books, documents, accounting records and other evidence, that specifically relate to this Agreement, in accordance with generally accepted accounting principles. Contractor shall retain such records, and shall make same available to the City, upon reasonable request, during the term of this Agreement, and for a minimum period of seven (7) full years after completion of the contract obligations or from the date of final payment under this Agreement, whichever is later. In the event any litigation, claim or audit is instituted prior to the expiration of the required five-year retention period, such records shall be retained until such litigation, claim or audit finding has been resolved.

Contractor's activities conducted pursuant to this Agreement shall be subject to monitoring and evaluation by the City, the state, the federal government or their duly appointed agents or employees. Upon reasonable notice, Contractor shall permit the City, any other governmental entity, any agency participating in the funding of this Agreement, or any of their duly authorized representatives, to enter Contractor's offices, during regular business hours, to interview employees and to inspect and/or copy said records and books of accounts together with any and all documents pertaining hereto that may be kept, maintained or possessed by Contractor. Reviews may also be accomplished at meetings that are

arranged at mutually agreeable times and places.

**RELATIONSHIP OF PARTIES.** This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto. Contractor is performing its obligations hereunder as an independent contractor and not as City's agent or employee. Contractor will not hold itself out contrary to the terms of this paragraph and City will not become liable for any representation, act, or omission of Contractor contrary to the provisions hereof.

**REMEDIES CUMULATIVE.** All remedies available to the City herein are cumulative and shall be in addition to all other rights and remedies provided by law. The termination, expiration, or suspension of this Agreement shall not limit the City from pursuing other remedies available at law or in equity.

**REPORTS.** Upon request, Contractor shall prepare and submit reports of its activities, funded under this Agreement, to the originating department of the City. The reports shall include an itemization of the use of the City's funds, inclusive of specific services delivered by Contractor. Any such reports provided to the City shall be prepared with the understanding that the City may make such reports available to the public.

In addition, Contractor shall submit and, as necessary, update subcontractor information (including but not limited to payments thereto), for **any and all subcontractors** used on City project(s) via the purchase of goods or services, in the City's compliance tracking software, B2GNow. The City shall have the right to withhold future disbursement of funds under this Agreement and any future agreements until the requirements of this provision have been met.

**RIGHTS IN DATA / SOFTWARE.** Contractor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities under this Agreement, whether or not the same is accepted or rejected by City, shall remain the property of City and shall not be used or published by Contractor or any other party without the express prior consent of City. Software development, if any, specifically developed as part of this Agreement shall be the intellectual property of City. Contractor recognizes that said data including software development, if any, specifically developed as part of this Agreement shall be the intellectual property of City and is the exclusive property of the City and that the City reserves the right to use, market, license, or sell it to others.

Contractor shall obtain assurances similar to those contained in this subsection from persons, contractors and subcontractors retained by Contractor. Contractor acknowledges and agrees that a breach by Contractor of the provisions of this section will cause the City irreparable injury and damage. Contractor, therefore, expressly agrees that the City shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

**SERVICE MARKS.** Contractor agrees that it shall not, without City's prior written consent, use the name, service mark or trademarks of the City.

**SEVERABILITY.** If any terms or provisions of this Agreement are held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added as a part of this Agreement, upon good-faith negotiation by the parties, a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and still be legal, valid and enforceable. Parties acknowledge that some Agreement provisions may be inapplicable to the scope of work or goods that are germane to this Agreement. Parties waive no rights or remedies where the provisions are applicable.

**SHIPMENTS. (This paragraph/section is applicable only to purchase of goods contracts).** Substitutions will not be accepted, unless otherwise specified herein. Partial shipments may be allowed unless otherwise stated in writing by City, however, full shipment of all items ordered hereunder must be completed by the date specified in this Agreement or this Agreement will be subject to cancellation by the City. Contractor shall not ship excess quantities without the City's prior written approval.

**STANDARD OF PERFORMANCE.** All services by Contractor shall be performed in compliance with the specified requirements, in a manner satisfactory to the City, and in accordance with the generally-accepted business practices and procedures of the City and pursuant to the governing rules, practices and regulations of the industry for the type of work performed under this Agreement.

**SUBCONTRACTING.** See **ASSIGNMENT**.

**SUBJECT TO FUNDING.** This Agreement is subject to availability and annual appropriation of funds by the Memphis City Council. In the event sufficient funds for this Agreement are not available or appropriated by the Memphis City Council for any of its fiscal period during the term hereof, then the City shall immediately terminate this Agreement upon written notice to Contractor. In the event of such termination, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the termination date. Such termination by the City shall not be deemed a breach of contract by the City, and Contractor shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount that have not been earned as of the date of termination.

**SUCCESSORS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**SURVIVAL.** The parties hereto acknowledge that provisions that require or contemplate performance or observance after expiration or termination of this Agreement shall survive the expiration or termination



of this Agreement and continue in full force and effect.

**TERMINATION:** Termination of this Agreement with or without cause.

1. It shall be cause for the immediate termination of this Agreement if, after its execution, the City determines that either:
  - a. Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pleaded *nolo contendere*, or has pleaded or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, misappropriation of government funds, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
  - b. Contractor subcontracted, assigned, delegated, or transferred its rights, obligations or interests, voluntarily or involuntarily, under this Agreement without the City's consent or approval; or
  - c. Contractor has filed for bankruptcy, has been adjudicated bankrupt, become insolvent or made an assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of all or part of Contractor's assets.
2. The City may cancel/terminate this Agreement, in whole or in part, upon providing written notice to Contractor of the City's intention to terminate the Agreement as a result of Contractor's failure to provide the goods and/or services specified under this Agreement or in violation(s) of any of the terms herein, and Contractor has failed to cure such breach within ten (10) calendar days of such notice. The City may reject the goods and/or services and cancel this Agreement for any goods/services rendered or to be rendered hereunder. At its option, City may return the rejected portion of such goods to Contractor at its expense or hold the same for such disposal as Contractor shall indicate. In the event of any such rejection/termination, the City shall, at the City's option, have the right to obtain like goods and/or services elsewhere or to take over the work and prosecute the same to completion, both at Contractor's expense; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, etc. as may be on the site of the work and necessary therefore. Contractor shall be liable to the City for any loss, damage, or additional cost incurred thereby, including but not limited to any difference between the cost for procuring such like services and the price specified herein, attorneys' fees and court costs.
3. Notwithstanding the foregoing or any section herein to the contrary, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Contractor, and the City may withhold any payments to Contractor, for the purpose of setoff, until such time as the exact amount of damages due the City from Contractor is determined.

4. The City may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving thirty (30) calendar days' prior written notice to Contractor. In the event a purported termination for cause by the City is in error, then such termination may, at the City's sole discretion, be deemed to be a termination for convenience under this section. In the event of such termination, Contractor shall be entitled to receive just and equitable compensation, as determined by the City, for any satisfactory authorized work performed in accordance with the Agreement up to the termination date; but in no event shall the City be liable to Contractor for expenses incurred after the termination date.
5. Contractor shall deliver to the City all hard copy and electronic files maintained on behalf of the City within thirty (30) calendar days of termination of this Agreement. Upon reasonable request, the City reserves the right to obtain such information prior to the termination of this Agreement.
6. All goods accepted by City or services completed by Contractor prior to the termination date shall be documented and all tangible work documents shall be transferred to the City prior to payment for services rendered, and shall become the sole property of the City. Such termination by the City shall not be deemed a breach of contract by the City, and Contractor shall not be compensated for any anticipatory profits, or other damages of any description, that have not been earned as of the date of termination.

**TERMINATION OF PRIOR AGREEMENTS.** See **ENTIRE AGREEMENT.**

**THIRD PARTY BENEFICIARY:** This Agreement is entered into solely between, and may be enforced only by, City and Contractor. Unless otherwise specified herein, this Agreement shall not be deemed to create any rights in third parties, including suppliers or customers of either party.

**TITLE & RISK.** (This paragraph/section is applicable only to purchase of goods contracts). The title and risk of loss of any goods hereunder shall not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery. Contractor shall assume all liability and responsibility for delivery of such goods in good condition to the City.

**TRANSFER.** See **ASSIGNMENT.**

**TRANSPORTATION CHARGES/F.O.B. DELIVERY.** (This paragraph/section is applicable only to purchase of goods contracts). All pricing is F.O.B. destination, in which Contractor shall be responsible for freight, transportation costs, and all incidental charges, unless delivery terms are specified otherwise in the bid and agreed to by the City. In the event shipping other than F.O.B destination is allowed by the City, the City agrees to reimburse Contractor for transportation costs in the amount specified in Contractor's bid, or actual costs, whichever is lower, provided the City shall have the right to designate what method of

transportation shall be used to ship the goods.

**WAIVER OF CONTRACTUAL RIGHT.** No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto; provided that any such waiver shall not be identified as a waiver of any succeeding breach hereto or of any other provision herein contained. No delay or failure of either to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver, limitation, or relinquishment of that party(s) right to subsequently enforce and compel strict compliance with such provision and/or any other provision herein or in any document related hereto. Parties acknowledge that some Agreement provisions may be inapplicable to the scope of work or goods that are germane to this Agreement. Parties waive no rights or remedies where the provisions are applicable.

No consent or waiver, express or implied, by either party to or of any breach or default by the other in the performance of any of its obligations shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party.

The enforcement by any party of any right or remedy it may have under this Agreement or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

**WARRANTY.** Contractor warrants to the City that all goods/services shall be free from defects in design and faulty or improper materials and/or workmanship, shall be in strict compliance with the terms of this Agreement and shall be fit and sufficient for the purpose intended or shall have met the particular specification of the solicitation or the accepted Contractor response relating to this Agreement. This warranty shall be effective for a period of not less than one year from the date of acceptance by the City of such goods and/or services as satisfactorily complete, and shall be in addition to all other warranties, express, implied or statutory. The warranty shall survive the termination or expiration of this Agreement.

**END OF DOCUMENT - SIGNATURE PAGE NEXT**

**Remainder of Page Left Intentionally Blank**

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement.

**CITY OF MEMPHIS**

**[@CONTRACTOR NAME@]**

By: \_\_\_\_\_

Jim Strickland, Mayor

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Approved as to Form:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Jennifer Sink, Chief Legal Officer/  
City Attorney

Attest:

By: \_\_\_\_\_

Comptroller

## ADDENDUM

**ADDENDUM.** The following Addendum to the Agreement is by and between the City and Contractor. If not otherwise defined herein, defined terms shall have the meaning as set forth in the Agreement, which is specifically referenced and incorporated herein. In the event of any discrepancy between other provisions of the Agreement and this Addendum, the terms of this Addendum shall govern.

**The parties agree that the following provisions shall be added to or amend the Agreement as follows:**

(IF NO ADDENDUM THIS PAGE SHOULD BE DELETED/REMOVED)

**INSURANCE REQUIREMENTS FOR  
HR  
CLINICAL OPERATIONS RFP**

The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Company. The Company is required to provide copies of the insurance policies upon request. The Company shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Company.

The Company shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents. Contracts for third party service providers should include indemnity provisions that protect the City from any liability arising out of the Company's loss of City's sensitive information.

Each certificate or policy shall require and state in writing the following clauses:

**Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:** City of Memphis City of Memphis

Attn: Risk Management  
170 N. Main St., 5<sup>th</sup> Floor  
Memphis, TN 38103

Attn: Purchasing Agent  
125 North Main, Room 354  
Memphis, TN 38103

The Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance and the

Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

**WORKERS COMPENSATION:**

The Company shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

**AUTOMOBILE LIABILITY:**

Covering owned, non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

**COMMERCIAL GENERAL LIABILITY:**

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of:

\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

**PHARMACIST / DRUGGIST PROFESSIONAL LIABILITY / ERRORS & OMISSIONS:**

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with Minimum Limits of:

\$2,000,000 Each Occurrence / \$2,000,000 Aggregate

**CYBER LIABILITY (“NETWORK SECURITY AND PRIVACY”):**

For losses arising out of the following areas:

- Privacy Liability
- Network Security Liability
- Media Liability
- Cyber Extortion
- Privacy Breach Response
  - Customer Notification Expense
  - Credit Monitoring Expense
- Business Interruption
- Regulatory Defense and Penalties including PCI Fines/Penalties if applicable
- Social Engineering

**The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement.**

With Minimum Limits of:

\$ 2,000,000 Each Claim / \$2,000,000 Aggregate

**UMBRELLA LIABILITY** with Minimum Limits of:

\$2,000,000 Each Occurrence / \$2,000,000 Aggregate

**PROPERTY INSURANCE:**

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all sub-contractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.



## EXHIBIT 6 – EVALUATION CRITERIA

An evaluation team composed of representatives of the City will evaluate proposals on a variety of quantitative and qualitative criteria. The criteria, and their associated weights, upon which the evaluation of the proposals will be based, are as follows:

Proposals will be evaluated based on the following methodology:

- Financial Proposal and Staffing – 50% of total score
- Capabilities & Approach – 40% of total score
  - Account Management – 5%
  - Implementation – 5%
  - Member Experience (Engagement and Patient Portal) – 10%
  - Clinical Programs – 10%
  - Other (General Company Qualifications, Clinic Design, Reporting, Electronic Health Record, Information Security, Quality) – 10%
- Proposal Completeness and Compliance with Ask - 10% of total score

**EXHIBIT 7 – INTENT TO BID FORM**

City of Memphis  
125 N Main Street  
Memphis, TN 38103

[Company] has received the City of Memphis Request for Proposal for Clinic Management Services. This signed letter serves as our intent to participate.

We acknowledge all the instructions and requirements detailed in the RFP document. We acknowledge our understanding of the City’s requirements with respect to confidential data provided as part of this RFP including census, claims, plan documents, and other detailed data not already provided or available in the public domain.

We commit to immediately destroy confidential information following completion of the RFP process and/or the request of the City or its consultant and to provide written verification of the destruction of such information.

We acknowledge that we are required to obtain written permission from the City prior to sharing the RFP questionnaire or any information with subcontractors or partners used to respond to this RFP or to provide services and that such request and permission will be relayed through PwC.

We confirm that any partners / subcontractors used to provide services in response to this RFP would be contracted through the prime contract with the City (i.e., we would not require the City to contract separately with any subcontractors).

We confirm that any consultants engaged to assist the City during the RFP process will not be required to sign a separate NDA (or enter into the City’s NDA as a third party).

Below is the name, title, company, and contact information (email address and phone number) for the responder of this RFP. We confirm he/she is authorized to commit their organization to the proposal submitted. PwC is only responsible for sending information regarding this RFP to the designated responder.

**Responder Information**

<b>Name</b>	
<b>Title</b>	
<b>Company</b>	
<b>Email Address</b>	
<b>Phone Number</b>	

This signed document serves as our agreement to and acknowledgement of the items above.

X \_\_\_\_\_

EXHIBIT 8 – NON-DISCLOSURE AGREEMENT (NDA)

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (“Agreement”) is entered into by and between the City of Memphis (“City”) and [Vendor Name], the entity planning to respond to the subject Request for Proposal issued by the City (“Vendor”). The City and Vendor shall be referred to collectively herein as the “Parties.”

**RECITALS**

**WHEREAS**, the City has or will issue a Request for Proposal for the following: City of Memphis Clinic Management Services (“RFP”); and

**WHEREAS**, in order to construct a response to the RFP the Vendor must have access to the City’s confidential and proprietary information pertaining to the RFP; and,

**WHEREAS**, the City may have access to certain of Vendor’s confidential and proprietary information in conjunction with Vendor’s response to the RFP; and

**WHEREAS**, prior to releasing this confidential and proprietary information to Vendor, the City requires the Vendor to enter into this Agreement through its authorized representative and return it to the City;

**NOW THEREFORE**, in consideration of the above recitals and the mutual promises of the Parties herein contained, it is agreed by and between the Parties as follows:

1. **CONFIDENTIAL AND PROPRIETARY INFORMATION**. The City will provide to Vendor certain confidential and proprietary information to enable Vendor to consider and make a proposal responsive to City’s RFP, and Vendor will provide to the City certain confidential and proprietary information in its response to the RFP (“Confidential Information”). To the extent permitted by law, the Parties agree that all information, documents, data, materials disclosed to and/or accessed by Vendor regarding or related to the RFP or the RFP process, in any form whether oral, written, or in any other medium, whether or not marked as “Confidential and Proprietary Information,” under the terms of this Agreement shall not be used or disclosed except as necessary for Vendor to respond to City’s RFP, or for City and/or its consultants (which are bound to this Agreement pursuant to said consultant’s service agreement with the City) to evaluate Vendor’s RFP response. Confidential Information shall also include (1) any and all other information, data or materials that Vendor receives access to or obtains in connection with onsite visits, meetings or in any other forms of communication whether oral or written with City personnel; (2) any information, data, document or material concerning or related to the City’s requirements, including but not limited to the City’s requirements described in the RFP or any other subsequent information, data, document or materials that may be provided to the Vendor from time to time during the RFP process, including but not limited to any information, data document or materials provided during or in the response to any questions from Vendor or another recipient of the RFP; (3) any information regarding discounts Vendor may negotiate with pharmacies; and (4) any and all other information, data or materials learned by the Vendor through any inspection of City’s files or other property. Notwithstanding any

provisions of this Agreement, the Parties acknowledge that the City is subject to the Tennessee Public Records Act, T.C.A. sec. 10-7-501, et seq., and as such may be required to reveal certain information deemed confidential and/or proprietary by Vendor.

2. **INTENT TO BID DOCUMENT.** All Confidential Information disclosed by the City to the Vendor shall be provided to Vendor only after an "Intent to Bid" document is completed by Vendor and submitted to the City and/or its authorized agent for the RFP process. Vendor agrees that it shall undertake all necessary and appropriate steps to ensure the confidentiality of the Confidential Information in its possession. Vendor also agrees that it shall treat the Confidential Information with not less than the same degree of care and confidentiality with which it treats its own confidential and proprietary information.
3. **USE OF CONFIDENTIAL INFORMATION.** Vendor shall not use any portion of the Confidential Information for any purpose except to evaluate the RFP in order to prepare its response to the RFP and shall not disclose the Confidential Information or any part of it to any third party without prior written consent of the City. Vendor shall be responsible for compliance by its directors, officers, and employees with the terms of this Agreement. Vendor shall immediately report to the City any known or suspected unauthorized uses or disclosures of which it becomes aware, confirmed or unconfirmed, and shall take all reasonable steps to contain any further such unauthorized activity and mitigate the potentially harmful effects of the unauthorized uses or disclosures.
4. **AS IS.** All Confidential Information provided to Vendor by the City is provided "as is." City makes no warranties, express, implied or otherwise, regarding the accuracy, completeness, fitness for a particular purpose or performance of the Confidential Information.
5. **BINDING AGREEMENT.** Vendor warrants and represents that the individual who signs this Agreement for the Vendor has the requisite power and authority to enter into this Agreement on behalf of the Vendor and to bind the Vendor to the Agreement. This Agreement and all rights and obligations hereunder shall inure to and be binding upon the Parties hereto and their respective successors, affiliates, agents, employees and assigns. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party.
6. **REMEDIES.** Vendor acknowledges and agrees that a breach of this Agreement by Vendor will cause the City irreparable injury and damage; therefore, Vendor expressly agrees that the City shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, and that the City may seek any and all relief available to the City at law in addition to injunctive and equitable relief. Vendor further acknowledges and agrees that the terms of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee, and venue shall reside in the courts of Shelby County, Tennessee.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

**VENDOR:**

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

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

Date: \_\_\_\_\_

# City of Memphis Clinic RFP

## 1 Project Background

Point Value: 0

Thank you for your consideration of the City of Memphis' (the City's) request for proposal (RFP) for Clinic Management. We expect implementation to begin in August of 2023 for clinic management, with services effective October 2023.

The following data is intended to form the basis for submission of proposals to provide Clinic Management services. This material contains general conditions for the procurement process, the scope of services requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. Please note that additional data/information and required submission forms are included on, and should be submitted through, the online procurement tool, RFP360. The RFP should be read in its entirety before preparing the proposal. All materials submitted pursuant to this RFP shall become the property of the City of Memphis.

### **Documents for reference:**

[Attachment A - Clinic RFP - Eligibility Census.xls](#)

[Attachment B - Clinic RFP - 2023 Benefits Booklet.pdf](#)

[Attachment C - Clinic RFP - CoM Noncollusion Affidavit.pdf](#)

[Attachment D - Clinic RFP - CoM Criminal and Civil Proceedings Disclosure.pdf](#)

[Attachment E - Clinic RFP - CoM Insurance and Risk Loss.docx.pdf](#)

[Attachment F - Clinic RFP - CoM Standard Contract for Goods and or Services.pdf](#)

[Attachment G - Clinic RFP - CoM EBO Compliance Form.docx.pdf](#)

[Attachment H - Clinic RFP - Pricing Form.xlsx](#)

[Attachment I - Clinic RFP - Current Clinic Services.docx.pdf](#)

[Attachment J - Clinic RFP - Requested Scope of Services.docx.pdf](#)

[Attachment K - Clinic RFP - Clinic Experience.xlsx](#)

[Attachment L - Clinic RFP - 2022 Clinic Costs.pdf](#)

[Attachment M - Clinic RFP - BCBST Claims by Diagnosis and Chronic Condition Management.pdf](#)

[Attachment T - Clinic RFP - CoM Proposer Questions Template.docx](#)

## II Attachments Guide

Point Value: 0

Attachment	Description	Attachments Provided	Bidders to Return as
A	Eligibility Census	Attachment A - Clinic RFP - Eligibility Census	N/A
B	2023 Benefits Booklet	Attachment B - Clinic RFP - 2023 Benefits Booklet	N/A
C	CoM Noncollusion Affidavit	Attachment C - Clinic RFP - CoM Noncollusion Affidavit	Attachment C - Clinic RFP - CoM Noncollusion Affidavit - [Insert Your Unique Vendor Name Here]
D	CoM Criminal and Civil Proceedings Disclosure	Attachment D - Clinic RFP - CoM Criminal and Civil Proceedings Disclosure	Attachment D - Clinic RFP - CoM Criminal and Civil Proceedings Disclosure - [Insert Your Unique Vendor Name Here]
E	CoM Insurance and Risk Loss	Attachment E - Clinic RFP - CoM Insurance and Risk Loss	Attachment E - Clinic RFP - COI - [Insert Your Unique Vendor Name Here]
F	CoM Standard Contract for Goods and or Services	Attachment F - Clinic RFP - CoM Standard Contract for Goods and or Services	Attachment F - Clinic RFP - CoM Standard Contract for Goods and or Services - [Insert Your Unique Vendor Name Here]
G	CoM EBO Compliance Form	Attachment G - Clinic RFP - CoM EBO Compliance Form	Attachment G - Clinic RFP - CoM EBO Compliance Form - [Insert Your Unique Vendor Name Here]
H	Pricing Form	Attachment H - Clinic RFP - Pricing Form	Attachment H - Clinic RFP - Pricing Form - [Insert Your Unique Vendor Name Here]
I	Current Clinic Services	Attachment I - Clinic RFP - Current Clinic Services	



J	Requested Scope of Services	Attachment J - Clinic RFP - Requested Scope of Services	
K	Experience	Attachment K - Clinic RFP - Experience	
L	2022 Clinic Costs	Attachment L - Clinic RFP - 2022 Clinic Costs	
M	BCBST Claims by Diagnosis and Chronic Condition Management	Attachment M - Clinic RFP - BCBST Claims by Diagnosis and Chronic Condition Management	
N	Cover Letter	N/A	Attachment N - Clinic RFP - Cover Letter - [Insert Your Unique Vendor Name Here]
O	Performance Guarantees	N/A	Attachment O - Clinic RFP - Performance Guarantees - [Insert Your Unique Vendor Name Here]
P	Implementation Plan	N/A	Attachment P - Clinic RFP - Implementation Plan - [Insert Your Unique Vendor Name Here]
Q	Sample Clinic Management Contract	N/A	Attachment Q - Clinic RFP - Sample Clinic Management Contract - [Insert Your Unique Vendor Name Here]
R	Account Team Biographies	N/A	Attachment R - Clinic RFP - Account Team Biographies - [Insert Your Unique Vendor Name Here]
S	References	N/A	Attachment S - Clinic RFP - References - [Insert Your Unique Vendor Name Here]
T	CoM Proposer Questions Template	Attachment T - Clinic RFP - CoM Proposer Questions Template	Your company's name - RFP #XXXXXX - RFP Name - Questions

## 2 Confirmations

Point Value: 0

### 2.1 Confirmations

Point Value: 0

1. Bidder will fully comply with the City's Scope of Services for clinic management services, as detailed in "Attachment J - Clinic RFP - Requested Scope of Services" of the RFP package.  
Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes
2. TO UPDATE: Bidder will comply with the timeline provided in the City's RFP document ("RFP #XXXXX - City of Memphis Clinic RFP - Posted 2.1.2023").  
Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes
3. Bidder has been providing clinic management services, such as those detailed in the provided "Attachment J - Clinic RFP - Requested Scope of Services", for a minimum of ten (10) years.  
Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes
4. Bidder has experience providing clinic management services, such as those detailed in "Attachment J - Clinic RFP - Requested Scope of Services", for a public sector employer with eligible police and fire department(s) and will provide a reference for such a client.  
Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes
5. Bidder has experience providing clinic management services, such as those detailed in the provided in "Attachment J - Clinic RFP - Requested Scope of Services", for at least three (3) employers with at least 17,000 eligible employees and dependents and will provide a reference for such a client.  
Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes
6. Bidder agrees to share all utilization experience, case management reports, and pass through costs with the City and its designated vendors (i.e. consultants, data warehouse, etc) as requested at no additional charge.  
Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes
7. Bidder confirms that their company, its subsidiaries, partners, and subcontractors have not been involved in any litigation within the last (2) two years.

If not confirmed, please explain.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

8. Bidder has provided contact information and a summary of services provided for (3) three references for which you provide similar services as detailed in "Attachment J - Clinic RFP - Requested Scope of Services". At least one reference should be for:

A) A public sector organization with clinic management services for eligible police and fire departments.

B) An employer with at least 17,000 clinic-eligible employees, retirees, and dependents.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

9. Bidder agrees that contract(s) will be governed by the state of Tennessee.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

10. Bidder agrees that it will not use any subcontractors or partners for any services related to the City without the prior written consent of the City.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

11. Bidder has current operations/employees within the City of Memphis or will hire the appropriate local staff.

If confirmed, please elaborate.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

12. Bidder will comply with all listed insurance requirements as listed in "Attachment E - Clinic RFP - CoM Insurance and Risk Loss".

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

13. Bidder will comply with the City's general terms and conditions as listed in "Attachment F - Clinic RFP - CoM Standard Contract for Goods and or Services".

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

14. Bidder will comply with the City's non-collusion affidavit and submit "Attachment C - Clinic RFP - CoM Non Collusion Affidavit".

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

15. Bidder will provide mutually agreed upon performance guarantees, with financial risk, as it relates to its clinic management and has provided its proposal for such performance guarantees with its response to this RFP.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

16. Bidder will act promptly in response to complaints received from members and will maintain electronic and written records of all complaints. The records will include, but are not be limited to, the date and nature of the complaint filed and the date and manner by which Bidder responded. The client shall have the right to inspect such records by providing advance written notice to the vendor.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

17. Bidder agrees to notify the City of contract termination at least 180 days prior to the renewal date. The client will notify bidder of contract termination at least 60 days prior to the renewal date.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

18. Bidder's response to this RFP, any related correspondence and the finalist interview (if applicable) will, in combination, constitute your entire proposal.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

19. Bidder's subcontractors agree to keep the information provided herein confidential. Other than reports submitted to the client, the recipient/bidder agrees not to publish or reproduce or in any other way divulge such information in whole or part, in any manner, or authorize or permit others to do so.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

20. Bidder has provided a copy of its standard contract, including proposed performance guarantees and financial risk assumed.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

### **3 General**

Point Value: 0

#### **3.1 General**

Point Value: 0

1. Provide name and contact information for the individual responsible for providing your response to this RFP and who will be available to respond to requests for clarification.

Priority: 3. Response Type: Text.

2. What is the name of the legal business entity that would be providing these services?

Priority: 3. Response Type: Text.

3. Provide a brief description of your organization including history, business philosophy, and company vision and core values.

Priority: 3. Response Type: Text.

**4. Has your parent company completed any mergers or acquisitions in the past few years?**  
Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

**5. Are you anticipating any significant business changes (including mergers and acquisitions) in the next few years?**

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

**6. What year did the company begin providing clinic management services?**

Priority: 3. Response Type: Text.

**7. What percentage of your parent company's total revenue is from direct health (on-site/near-site clinics and wellness centers)?**

Priority: 3. Response Type: Text.

**8. Please disclose all other areas of revenue and the respective percentages from other business operations.**

Priority: 3. Response Type: Text.

**9. Do you operate clinics currently in the state of Tennessee?**

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

**10. Please confirm you maintain all appropriate provider licenses, credentials, and Rx regulations to provide medical services in the State of Tennessee.**

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

**11. Any subcontractor used in conjunction with this proposal must also hold the appropriate license in the State of Tennessee. Please confirm.**

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

**12. How many employer clients do you currently serve related to clinic management services?**

Priority: 3. Response Type: Text.

**13. What percentage of your clients, for which you manage their employer sponsored clinic(s), are public sector?**

Priority: 3. Response Type: Text.

**14. Do you manage employer sponsored clinics for eligible populations that include police and fire departments?**

**If yes, describe anything you have found to be unique about these populations or unique service you provide for them.**

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

**15. How many employer sponsored clinics does your company currently operate/manage?**

Priority: 3. Response Type: Text.

16. Where are your employer sponsored clinics located?

Priority: 3. Response Type: Text.

17. How many clinic eligible employees do you serve across all clients for which you manage their employer sponsored clinics?

Priority: 3. Response Type: Text.

18. Provide a list of your organization's capabilities related to employer sponsored clinic operations and management.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

19. Please provide examples of your company's experience as it relates to providing the services as detailed in the Scope of Services ("Attachment J - Clinic RFP - Requested Scope of Services").

Priority: 3. Response Type: Text.

20. What sets you apart from your competitors relative to the scope of services outlined in this RFP?

Priority: 3. Response Type: Text.

21. Please list any industry awards or recognition achievements your organization has received related to provision of clinic management or direct healthcare services.

Priority: 3. Response Type: Text.

22. Describe your direct healthcare (on-site/near-site clinics and wellness centers) innovation roadmap and planned investments. What type of budget and resources do you have in the area of innovation and product/service development?

Priority: 3. Response Type: Text.

23. Please provide a brief description of any outside vendors or partners that will be utilized in providing the key services as detailed in the Scope of Services ("Attachment J - Clinic RFP - Requested Scope of Services"). Identify the vendor/partner, the service provided and the length of your relationship, including the term of your current contract. All contracted services must be identified with the name of the subcontractor and any ownership relationship with the bidder.

Priority: 3. Response Type: Text.

24. Please describe how you have assisted your clients through the COVID pandemic

Priority: 3. Response Type: Text.

### 3.2 Clinic Design

Point Value: 0

1. Describe your approach to designing employer sponsored clinics and wellness centers. Address whether you incorporate Evidence-Based Design, and if so, whether you have a specialized architect on staff.

Priority: 3. Response Type: Text.

2. Please explain your role in helping a client design and build a clinic and wellness center. Address how you assist the client in determining the physical requirements and design elements?

Priority: 3. Response Type: Text.

3. How many employer sponsored onsite/near-site clinic and wellness centers have you been asked to design over the last 24 months?

Priority: 3. Response Type: Text.

4. If you are taking over an existing clinic, how would you utilize the clinic's current medical equipment, supplies, computers, furniture, etc.?

Priority: 3. Response Type: Text.

5. Provide a "sample" floor plan of how you would recommend designing a new (secondary) clinic and wellness center space to accommodate the scope of expanded clinic services detailed in provided Attachment J. Assume the center will also include space for a fitness center, healthy cafeteria (including space for cooking demonstrations), and meeting space. Create an example of the space you will need and discuss how phased "build out" would be handled.

Priority: 3. Response Type: File Attachment. Comment? yes

### 3.3 Reporting

Point Value: 0

1. Describe your reporting/business intelligence team, including infrastructure and experience.

Priority: 3. Response Type: Text.

2. What types of client reporting is provided as part of your standard services?

Priority: 3. Response Type: Text.

3. How often are client reports provided?

Priority: 3. Response Type: Text.

4. Do you deliver claims-based ROI reporting to the client?

If yes, what are book-of-business results for claims-based savings?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

5. If you answered yes to the previous question, what is the number of claims used to deliver claims-based ROI reporting to the client?

Priority: 3. Response Type: Text.

6. How does your company measure Return on Investment (ROI) for a client's clinic and wellness center? Describe your methodology and provide examples.

Priority: 3. Response Type: Text.

7. What are the key factors that you use to measure the success of dedicated on-site/near-site health centers for your clients?

Priority: 3. Response Type: Text.

**8. Does your organization run ad hoc reports?**

If yes, please identify and describe if there is an additional cost for these.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

**9. How does your organization utilize satisfaction surveys or metrics to determine health center practices? Please provide examples of how member and client feedback has contributed to improvements in care.**

Priority: 3. Response Type: Text.

**10. How is client satisfaction measured?**

Priority: 3. Response Type: Text.

**3.4 Electronic Health Record**

Point Value: 0

**1. Describe your recommended technology platform (EHR) in detail. Explain the planned system and how it leads to a superior patient experience.**

Priority: 3. Response Type: Text.

**2. Describe how your EHR is able to electronically communicate with other providers and health systems in the community.**

Priority: 3. Response Type: Text.

**3. Can you send copies of the medical record to the member's primary care provider?**

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

**4. Can your system electronically pull patient data (including lab and other results) from community providers?**

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

**5. Can patient data (including lab and other results) be electronically sent to community providers?**

If yes, please describe the process and the security in place around it.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

**6. If patient data (including lab and other results) can be electronically sent to community providers is there an extra cost for this service?**

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No/NA [Yes, No, Not Applicable].  
Comment? yes

**7. Is your EHR able to alert the clinic provider when a patient engages in care outside the clinic?**

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

**3.5 Information Security**

Point Value: 0



1. Does your organization hold third-party validated HITRUST accreditation for the systems environment(s) in scope?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

2. Do you have a fully staffed dedicated Information Security department in place with dedicated leadership?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

3. Do you have a full-time employed Chief Information Security Officer in place?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

4. Is the Chief Information Security Officer function separate and distinct from the IT leadership roles?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

5. Does your company have a dedicated, full-time Chief Privacy Officer in place?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

6. Please describe your security department staffing.

Priority: 3. Response Type: Text.

7. Describe your security processes. Describe your procedural policy to maintain member privacy and confidentiality.

Priority: 3. Response Type: Text.

8. Please describe your organization's risk management program specific to third parties and how it applies to the services that will be delivered.

Priority: 3. Response Type: Text.

9. Does your organization maintain a staffed 24x7x365 security operations center?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

10. Please identify any security industry participation or leadership presence for which your organization and/or information security personnel engage.

Priority: 3. Response Type: Text.

11. Regarding client or other third-party security audit of your organization, have any HIGH or CRITICAL level findings been identified in the last 36 months?

If yes, please detail.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

12. Has your organization suffered any cybersecurity breach incidents in the last five (5) years?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

13. Is your organization HIPAA compliant?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

14. Please outline your security and confidentiality processes that ensure the privacy and confidentiality of member health information.

Priority: 3. Response Type: Text.

15. Describe how your organization ensures the confidentiality and security of protected health information (PHI).

Priority: 3. Response Type: Text.

16. Have the security systems of your organization ever been breached?

If yes, please describe the situation and actions taken in response to breach.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

17. Does your organization have policies and procedures in place to address and communicate system breaches?

If yes, please describe in detail.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

### 3.6 Quality

Point Value: 0

1. How do you plan to control, monitor, and measure quality at the health center?

Priority: 3. Response Type: Text.

2. Describe how your health center clinical provider staff access and utilize evidence-based medicine (EBM) guidelines.

Priority: 3. Response Type: Text.

3. Describe how you measure and monitor provider compliance with clinical practice guidelines.

Priority: 3. Response Type: Text.

4. Describe your organization's clinical care oversight function. Describe your chart review process and procedures.

Priority: 3. Response Type: Text.

5. Describe your national clinical benchmark scores vs. HEDIS measures.

Priority: 3. Response Type: Text.

6. Are you AAAHC accredited?

If yes, please detail your level of accreditation and length of time your organization has been accredited.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

### 4 Account Management

Point Value: 0

#### 4.1 Account Management

Point Value: 0

1. Briefly describe the structure of your account management and clinical teams. Address how these teams work together to provide integrated healthcare for clients

Priority: 3. Response Type: Text.

2. Under your proposed model, who would manage the day-to-day operations at the clinic(s)? Are these duties handled directly by a member of the clinic or by a provider who is part of a regional account structure? How many clients would this individual manage?

Priority: 3. Response Type: Text.

3. What type of background (e.g. clinical or business) and experience are required for Account Managers to do account oversight for clients?

Priority: 3. Response Type: Text.

4. Do you typically hire new Account Managers to oversee new accounts?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

5. What is the process for getting Account Managers up-to-speed?

Priority: 3. Response Type: Text.

6. What type of training do you provide for Account Managers?

Priority: 3. Response Type: Text.

7. How do you determine which accounts to assign to an Account Manager?

Priority: 3. Response Type: Text.

8. What is the average tenure for the Account Managers in your company?

Priority: 3. Response Type: Text.

9. Address your plan for providing the City with back-up support in the account manager's absence.

Priority: 3. Response Type: Text.

10. Confirm that the account management team will have ongoing status calls with the City team at whatever cadence the City deems appropriate.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

11. Which member of your account team is responsible for bringing industry insight and strategic innovation to current and potential clients?

Priority: 3. Response Type: Text.

12. What level of interaction does your Chief Medical Officer or other clinical staff at corporate have with providers and administrative staff at your clinics?

Priority: 3. Response Type: Text.

13. What is your client retention rate across your book of business?

Priority: 3. Response Type: Text.

14. What percentage of your clients have services at multiple locations?

Priority: 3. Response Type: Text.

15. How are multi-site locations managed?

Priority: 3. Response Type: Text.

16. What "Keys to Success" do you request of your clients in order to meet your goals as a vendor-partner?

Priority: 3. Response Type: Text.

17. Share an example of how you set a goal for your on-site teams across your book of business. What were your outcomes?

Priority: 3. Response Type: Text.

18. Attach biographies, including roles and locations, for your proposed day-to-day account manager, individuals who will manage onsite day-to-day operations, as well as any key team members (business or clinical) that you propose to serve the City and or its employees. Please save (and upload to RFP360) as "Attachment R - Clinic RFP - Account Team Biographies - [Insert Your Unique Vendor Name Here]".

Priority: 3. Response Type: File Attachment. Comment? yes

## 5 Implementation

Point Value: 0

### 5.1 Implementation

Point Value: 0

1. Attach a detailed implementation plan timeframe, assuming an effective date of October 2023. Please save (and upload to RFP360) your implementation timeline as "Attachment P - Clinic RFP - Implementation Plan - [Insert Your Unique Vendor Name Here]".

Priority: 3. Response Type: File Attachment. Comment? yes

2. Confirm you will provide an experienced (10+ years) implementation manager to lead the implementation process if selected by the City.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

3. Will the implementation manager be dedicated to the City's implementation (i.e. have no other client responsibilities during the City's implementation period)?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

4. **Confirmed/Not Confirmed:** Confirm that the ongoing account management team will be involved in implementation.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

5. Describe the ongoing account management team's role and responsibilities related to implementation.

Priority: 3. Response Type: Text.

6. Describe any training your staff will undergo, as part of the implementation, to better understand the City's organization, culture, and expectations.

Priority: 3. Response Type: Text.

7. How often are status updates on the implementation process reported to the client?

Priority: 3. Response Type: Text.

8. How are status updates on the implementation process communicated?

Priority: 3. Response Type: Text.

9. Describe your experience with transitioning a client from another clinic management vendor. Address any pain points encountered and lessons learned.

Priority: 3. Response Type: Text.

10. Describe how you will assist in the transition process between vendors, if applicable. (i.e. assisting employees with making appointments, etc.)

Priority: 3. Response Type: Text.

11. Do you anticipate a shutdown period between vendors?

If yes, please state why and how long?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

## 6 Member Experience

Point Value: 0

### 6.1 Member Engagement & Experience

Point Value: 0

1. Please define your pre-engagement and post-engagement outreach (programs, methods, any requirements from client, etc.).

Priority: 3. Response Type: Text.

2. Provide samples of clinic promotional materials to encourage clinic utilization.

Priority: 3. Response Type: File Attachment. Comment? yes

3. Provide samples of health and wellness educational materials and engagement materials to encourage members to engage in their health and well-being.

Priority: 3. Response Type: File Attachment. Comment? yes

4. List types of materials that would be provided to City employees at no additional cost to the City.  
Priority: 3. Response Type: Text.

5. List types of materials that would be provided to the City employees at an additional cost. Please provide the costs for additional items.

Priority: 3. Response Type: Text.

6. Do you offer a platform on which clinic promotional and health and wellness educational materials can be posted?

If yes, please describe the platform and all functionality offered.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

7. Describe the ways you engage and incentivize members to participate in programs and events.

Priority: 3. Response Type: Text.

8. How do you measure employee satisfaction with the clinic?

Priority: 3. Response Type: Text.

9. What is the current satisfaction for your employer sponsored clinic book of business? Address your net promoter score (NPS) if available.

Priority: 3. Response Type: Text.

10. How are appointments scheduled?

Priority: 3. Response Type: Text.

11. Is the appointment scheduling process available online?

If yes, please describe how patients can access this service?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

12. How do your clinic providers manage their appointments to accommodate walk-ins or last-minute (same day) appointments?

Priority: 3. Response Type: Text.

13. Describe the member experience upon arrival at your clinics.

Priority: 3. Response Type: Text.

14. Describe any tools you offer to assist in digital engagement (email, text messaging, mobile app notifications, etc.).

Priority: 3. Response Type: Text.

15. Do you offer a service that assists patients in navigating the health system?

Priority: 3. Response Type: Text.

## 6.2 Patient Portal

Point Value: 0

1. Do you offer a clinic patient portal?

If yes,

- a. Please describe the key features and functions of the patient portal.
- b. Can patients schedule clinic appointments through the portal?
- c. Can patients access integrated virtual care through the portal?
- d. Can patients complete intake forms, prior to their appointment, through the portal?
- e. Can patients communicate securely with the clinical team through the portal?
- f. Can patients access their complete personal health record through the portal?
- g. If available, please provide a link to a demo of your patient portal

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

2. Is there a mobile application, associated with the patient portal, for smartphones and mobile devices?

If yes,

- a. Is it a native app or does it provide access to a web portal from the mobile device?
- b. Do you develop and maintain your own portal/ app or is it “native” with your EHR?
- c. Identify any functionality available through the portal that is not available through the mobile app.

Priority: 3. Response Type: Text.

## 7 Clinical Programs

Point Value: 0

### 7.1 Primary Care

Point Value: 0

1. Please list in detail the primary care services you provide in the employer sponsored clinic setting.

Priority: 3. Response Type: Text.

2. How long have you provided primary care in the employer sponsored clinic setting?

Priority: 3. Response Type: Text.

3. How do you differentiate the delivery of primary care services from your competitors?

Priority: 3. Response Type: Text.

4. What is your philosophy on integrated care?

Priority: 3. Response Type: Text.

5. How do you coordinate care for members with chronic health conditions?

Priority: 3. Response Type: Text.

**6. Do you provide vaccinations and immunizations?**

If yes, please describe your standard vaccines.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

**7. How do your providers develop relationships with members at the clinic?**

Priority: 3. Response Type: Text.

**8. How do you ensure continuity of care for members using a primary care provider in the community?**

Priority: 3. Response Type: Text.

**7.2 Population Health**

Point Value: 0

**1. Describe your organization's capabilities in managing total population health.**

Priority: 3. Response Type: Text.

**2. Describe your approach to stratifying populations for outreach/targeting, including details for stratification and at-risk conditions to be identified? Address whether you use clinic staff or a centralized team.**

Priority: 3. Response Type: Text.

**3. What conditions are targeted with your programming and clinical approach?**

Priority: 3. Response Type: Text.

**4. Does your organization offer chronic condition management services?**

If yes, please list specific medical conditions addressed, program offerings, and associated costs.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

**5. How does your organization identify gaps in care for eligible members?**

Priority: 3. Response Type: Text.

**6. Once gaps in care are identified, how do clinical providers coordinate subsequent member care and referrals?**

Priority: 3. Response Type: Text.

**7. How does your organization identify Social Determinants of Health (SDoH) issues?**

Priority: 3. Response Type: Text.

**8. Once Social Determinants of Health (SDoH) issues are identified, how do clinical providers coordinate subsequent member care and referrals?**

Priority: 3. Response Type: Text.

**9. How do you access and utilize claims data? What tools do you use? Address whether the tools utilized are self developed or subcontracted tools.**

Priority: 3. Response Type: Text.



10. What partnerships have you developed (Transparency, Data Analytics, Centers of Excellence) to maximize member health management?

Priority: 3. Response Type: Text.

11. Describe your physical and digital referral management process.

Priority: 3. Response Type: Text.

12. How do you identify referral partners and coordinate patient visits? Address any data and tools used.

Priority: 3. Response Type: Text.

13. How do you share pre-visit and post-visit data with external providers?

Priority: 3. Response Type: Text.

14. How do you assist members with complex care needs (Center of Excellence partnerships and coordination)?

Priority: 3. Response Type: Text.

15. Describe your ability to deliver virtual specialty consultation.

Priority: 3. Response Type: Text.

16. Do you partner with local and/or national institutions to coordinate care for members with complex care needs?

If yes, please explain.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

17. Do you use a dedicated care coordinator or case manager to handle complex care needs?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

18. Please describe your methodology for tracking and intervening with high-risk members on an on-going basis.

Priority: 3. Response Type: Text.

19. Do you employ any strategies to prevent unnecessary ER visits?

If yes, please provide details.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

20. Provide a specific example of how you have partnered with your client's health plan to make your joint efforts more successful.

Priority: 3. Response Type: Text.

### 7.3 Condition Management

Point Value: 0

1. Do you provide diabetes care management?

If yes, please describe your diabetes care services.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

2. Do you offer any heart health programs?

If yes, please describe any heart health programs your organization offers.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

3. Do you offer any smoking cessation programs?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

4. Do you offer any substance use disorder programs?

If yes, please describe any services offered.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

5. Do you have any additional recommendations for this specific project not covered anywhere else in your response?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

6. Describe any other condition management programs you offer in the clinic setting.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

7. Please describe how you would help guide City employees and dependents to clinic care management programs from the current care management programs that are provided by the medical carrier.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

#### 7.4 Pharmacy Services

Point Value: 0

1. What type of pharmacy services do you provide in the clinic setting?

Priority: 3. Response Type: Text.

2. Do you customize the pharmacy program according to client population and needs?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

3. Would you recommend a provider dispensary or full staffed pharmacy? Please rationalize your recommendations for pharmacy model and services.

Priority: 3. Response Type: Text.

4. How many pharmacy locations do you currently operate?

Priority: 3. Response Type: Text.

5. Describe the workflow used to ensure your members have support in driving better adherence across your population.

Priority: 3. Response Type: Text.

6. How is pharmacy data integrated into your EHR?

Priority: 3. Response Type: Text.

7. Does your EHR or pharmacy records system check member records for medication allergies, drug-drug interactions, drug-food interactions, and prescription duplication?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

8. Does your pharmacy dispense maintenance medications for members?

If yes, please describe the process.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

9. Please describe how medications are sourced for your on-site clinic pharmacies.

Priority: 3. Response Type: Text.

10. What are the benefits of your on-site pharmacy program and the differences between your competitors?

Priority: 3. Response Type: Text.

## 7.5 Virtual Health

Point Value: 0

1. Describe any virtual healthcare services you offer as part of your clinic offering.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

2. Do you employ virtual health providers directly or are these virtual health providers subcontracted?

Priority: 3. Response Type: Text.

3. How do you incorporate the member's virtual visit data to the on-site health center EHR to ensure continuity of care? Describe the data integration into your patient EHR and describe your referral abilities into the on-site/near-site health center and the community.

Priority: 3. Response Type: Text.

4. How does your virtual health service offering collaborate with your local site team?

Priority: 3. Response Type: Text.

## 7.6 Wellness Programs

Point Value: 0

1. What is your wellness philosophy?

Priority: 3. Response Type: Text.

2. Describe in detail your standard wellness programs and specialty services.

Priority: 3. Response Type: Text.

3. Please describe any additional member wellness programs and services your organization offers.

Priority: 3. Response Type: Text.

4. What types of health coaching do you offer?

Priority: 3. Response Type: Text.

5. What types of training or qualifications do you require for your health coaches?

Priority: 3. Response Type: Text.

6. Does your company have experience in aligning wellness programs with incentives for engagement?

If yes, please describe this process and give examples of success stories.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

## 7.7 Biometric Screenings

Point Value: 0

1. Does your organization offer biometric screenings for eligible members?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

2. How are the results of biometric screenings communicated to members?

Priority: 3. Response Type: Text.

3. Describe how results are used to determine patient follow-ups and clinical referrals.

Priority: 3. Response Type: Text.

## 7.8 Behavioral Health

Point Value: 0

1. How do you suggest assessing and addressing behavioral healthcare needs within the clinic setting?

Priority: 3. Response Type: Text.

2. Which behavioral health conditions can be diagnosed and treated in your clinics?

Priority: 3. Response Type: Text.

3. Understanding the interrelated nature of physical and mental health, what is your vision for integrating behavioral health into your clinic offering?

Priority: 3. Response Type: Text.

4. Describe the counseling services you can make available to members within the clinic setting. Address both in-person and virtual options.

Priority: 3. Response Type: Text.

5. What are the professional qualifications of the behavioral health providers you staff at your employer sponsored clinics?

Priority: 3. Response Type: Text.

6. What are the most frequently treated behavioral health issues in your employer sponsored clinics?

Priority: 3. Response Type: Text.

7. Do you offer individual counseling or group counseling?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

8. Do your behavioral health services integrate with community services?

If yes, please describe how.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

## 7.9 Musculoskeletal Programs

Point Value: 0

1. What types of musculoskeletal services do you provide for members?

Priority: 3. Response Type: Text.

2. Are chiropractic treatments a component of musculoskeletal services?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

3. Is massage therapy a part of your musculoskeletal programs?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

4. How is musculoskeletal care coordinated with primary care providers and outside specialists?

Priority: 3. Response Type: Text.

5. Explain the physical therapy (PT) services available to eligible members.

Priority: 3. Response Type: Text.

6. Who are physical therapy (PT) services available to? (i.e. PT services available only to members who have experienced on the job or worksite injuries, all eligible members, etc.) Please explain.

Priority: 3. Response Type: Text.

7. Are these physical therapy (PT) services performed on-site with health center providers?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

8. Please list qualifications of physical therapists and average length of tenure.

Priority: 3. Response Type: Text.

9. How do your physical therapy (PT) services integrate with other services and lend to an increase in member satisfaction?

Priority: 3. Response Type: Text.

10. What equipment would be needed if physical therapy (PT) is provided?

Priority: 3. Response Type: Text.

## 8 Pricing and Staffing

Point Value: 0

### 8.1 Billing & Pricing Details

Point Value: 0

1. Outline your billing and reimbursement requirements and procedures. Please include how the City will be billed and payment methods available.

Priority: 3. Response Type: Text.

2. Please provide your recommended staffing model and associated pricing. Please note what salary percentile you are including for each projected staff member. Please note all items that are marked up beyond actual cost.

Priority: 3. Response Type: Text.

3. Please provide medication cost and fee structure for the scope of dispensing practices as described in this RFP.

Priority: 3. Response Type: Text.

4. Is there a mark-up on medications?

If yes, please describe how the cost may be passed on to members?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

### 8.2 Pricing Proposal

Point Value: 0

Attachment H - Clinic RFP – Pricing Form.xlsx

1. Confirm you have completed the Pricing Proposal template provided with the RFP, "Attachment H - Clinic RFP - Pricing Form". Please include, and specify, all potential fees and pass through costs associated with the requested scope of services, to the best of your ability, based on the provided eligibility file and historic clinic and BCBS utilization for the City. Please note it is our intent to gain a full understanding of all potential costs of clinic management and have allowed for you to write-in additional categories to include this detail in the pricing template.

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

2. Please save (and upload to RFP360) as "Attachment H - Clinic RFP - Pricing Form - [Insert Your Unique Vendor Name Here]"

Priority: 3. Response Type: File Attachment. Comment? yes

### 8.3 Staffing

Point Value: 0

1. To perform the scope of services detailed in this RFP, please provide an outline of your recommended staffing model. Please include what salary percentile is estimated for each of your projected staff positions and describe your methodology.

Priority: 3. Response Type: Text.

2. What is your philosophy of provider access and clinical staff availability?

Priority: 3. Response Type: Text.

3. Please confirm you can, at a minimum, replicate the current clinic hours of operation.

Current:

1520 Union Avenue

Memphis, TN 38103

Mon & Fri 8a – 4p

Tues, Wed, & Thurs 10a – 6p

125 N Main Street

Memphis, TN 38130

Mon – Fri 8a - 4p

Priority: 3. Response Type: Choose from a List. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

4. Describe your process for recruiting and selection of staff. Please include whether the client will actively participate in selecting the staff?

Priority: 3. Response Type: Text.

5. Do your health center staff work for your company or are they contractors?

Priority: 3. Response Type: Text.

6. How do you address short- and long-term staff absences?

Priority: 3. Response Type: Text.

7. Do you work with local temp agencies to fill emergency absences and unexpected staff shortages?

Priority: 3. Response Type: Choose from a List. 2019-01-01 Yes/No [Yes, No]. Comment? yes

8. How would you address staffing shortages for an on-site clinic?

Priority: 3. Response Type: Text.

9. How do you manage staffing needs during times of high demand (flu season, etc.)?

Priority: 3. Response Type: Text.

10. How would you communicate staffing absences or other clinic issues with the City?

Priority: 3. Response Type: Text.

11. What is your clinic provider retention rate?

Priority: 3. Response Type: Text.

12. Describe your provider support in order to maintain a positive retention rate.

Priority: 3. Response Type: Text.

13. Please describe your initial and ongoing credentialing processes – both at hire and ongoing. How do you ensure that appropriate professional licenses and/or certifications are current?

Priority: 3. Response Type: Text.

14. What staffing ratio do you assume in terms of provider visits per provider before that provider would be at capacity and would require additional provider/ support staff?

Priority: 3. Response Type: Text.

15. Describe initial and ongoing staff training/initiatives.

Priority: 3. Response Type: Text.

16. What initial and ongoing education is provided to clinic staff to assure HIPAA and state law compliance and patient privacy?

Priority: 3. Response Type: Text.

17. Please describe education regarding patient diversity and sensitivities.

Priority: 3. Response Type: Text.

## 9 Attachments

Point Value: 0

### 9.1 Non-Collusion Affidavit (Attachment C)

Point Value: 0

1. Please download the file above and re-upload here using the following naming format - "Attachment C - Clinic RFP - CoM Noncollusion Affidavit - [Insert Your Unique Vendor Name Here]".

Please note that this form requires a raised seal (recommend coloring with pencil if not inked so seal will show on photocopies) and a wet signature. If your company does not have a corporate seal, bidders are required to state that upfront, prior to submission.

**PROPOSER'S PROPOSAL MAY BE DISQUALIFIED FROM THIS RFP PROCESS, AT THE CITY'S DISCRETION, IF THE PROPOSER FAILS TO CONFORM TO THE PROPOSAL INSTRUCTIONS IN THIS SECTION.**

Priority: 3. Response Type: File Attachment. Comment? yes

### 9.2 Criminal and Civil Proceedings Disclosure (Attachment D)

Point Value: 0



1. Please download the file and re-upload here using the following naming format - "Attachment D - Clinic RFP - CoM Criminal and Civil Proceedings Disclosure - [Insert Your Unique Vendor Name Here]".

Please note, this form is required regardless of disclosure status. If your company does not have anything to disclose, please state so in your attached submission.

**PROPOSER'S PROPOSAL MAY BE DISQUALIFIED FROM THIS RFP PROCESS, AT THE CITY'S DISCRETION, IF THE PROPOSER FAILS TO CONFORM TO THE PROPOSAL INSTRUCTIONS IN THIS SECTION.**

Priority: 3. Response Type: File Attachment. Comment? yes

### **9.3 CoM - Certificate of Insurance (Attachment E)**

Point Value: 0

1. Please review "Attachment E - Clinic RFP - CoM Insurance and Risk Loss" and upload your Certificate of Insurance (COI) showing compliance with Attachment E here using the following naming format - "Attachment E - Clinic RFP - COI - [Insert Your Unique Vendor Name Here]".

Priority: 3. Response Type: Text.

### **9.4 Standard Contract for Goods and Services (Attachment F)**

Point Value: 0

1. Bidder will comply with the City's general terms and conditions as listed in "Attachment F - Clinic RFP - CoM Standard Contract for Goods and or Services".

Note: redlines are expected to be minimal. However, if redlines are required, please provide a redlined document.

Priority: 3. Response Type: Choose from a List. This question was optional. 2019-01-01 Confirmed/Not Confirmed [Confirmed, Not Confirmed]. Comment? yes

2. Please save (and upload to RFP360) as Attachment F - Clinic RFP - CoM Standard Contract for Goods and or Services - [Insert Your Unique Vendor Name Here].

Priority: 3. Response Type: File Attachment. This question was optional. Comment? yes

### **9.5 Equal Business Opportunity Program (Attachment G)**

Point Value: 0

1. Please save the file and re-upload here as "Attachment G - Clinic RFP - CoM EBO Compliance Form - [Insert Your Unique Vendor Name Here]".

Please note that even if the EBO requirement is 0%, this form still needs to be completed and attached.

**PROPOSER'S PROPOSAL MAY BE DISQUALIFIED FROM THIS RFP PROCESS, AT THE CITY'S DISCRETION, IF THE PROPOSER FAILS TO CONFORM TO THE PROPOSAL INSTRUCTIONS IN THIS SECTION.**

Priority: 3. Response Type: File Attachment. Comment? yes

#### **9.6 Cover Letter (Attachment N)**

Point Value: 0

1. Please save (and upload to RFP360) as "Attachment N - Clinic RFP - Cover Letter - [Insert Your Unique Vendor Name Here]".

Priority: 3. Response Type: File Attachment. This question was optional. Comment? yes

#### **9.7 Proposed Performance Guarantees (Attachment O)**

Point Value: 0

1. Please save (and upload to RFP360) as "Attachment O - Clinic RFP - Performance Guarantees - [Insert Your Unique Vendor Name Here]".

Priority: 3. Response Type: File Attachment. Comment? yes

#### **9.8 Sample Clinic Management Contract (Attachment Q)**

Point Value: 0

1. Please save (and upload to RFP360) as "Attachment Q - Clinic RFP - Sample Clinic Management Contract - [Insert Your Unique Vendor Name Here]".

Priority: 3. Response Type: File Attachment. Comment? yes

#### **9.9 References (Attachment S)**

Point Value: 0

1. Bidder has provided contact information and a summary of services provided for (3) three references for which you provide similar services as detailed in "Attachment J - Clinic RFP - Requested Scope of Services".

At least one reference should be for:

- a. A public sector organization with clinic benefits eligible police and fire departments
- b. An employer with at least 17,000 clinic benefits eligible employees, retirees, and dependents

Please save (and upload to RFP360) as "Attachment S - Clinic RFP - References - [Insert Your Unique Vendor Name Here]".

Priority: 3. Response Type: File Attachment. Comment? yes

Baptist Medical Group provides high quality, evidence based care to all of our patients.

1520 Union Avenue

Memphis, TN 38103

Mon & Fri 8a – 4p

Tues, Wed, & Thurs 10a – 6p

125 N Main Street

Memphis, TN 38130

Mon – Fri 8a - 4p

*\*Hours of operations are subject to change based on patient volume/need.*

**Services Provided:**

Patient will be triaged, to include height, weight, BP, temperature, social and clinical history, and medication reconciliation. A patient exam will be conducted based upon one of the symptoms listed below and treatment will be based upon the medical provider's diagnosis of said symptom. A patient exam may include limited X-Ray and limited laboratory tests, such as flu and Covid-19. Limited prescriptions will be also be available and dispensed according to the provider's diagnosis and discretion (non-chronic and no controlled substances).

- Pink Eye
- Ear and throat infections
- Minor bumps and cuts
- Seasonal allergies
- Skin rashes
- Simple sprains and strains
- Sinus infections
- Urinary tract infections
- Upper/lower respiratory infections
- Common cold
- Minor back pain
- Shoulder pain
- Insect and animal bites
- Influenza
- Covid-19
- Sties
- Ringworms, shingles, impetigo
- Cold sores
- Eczema
- Allergic reactions
- Gastroenteritis (stomach virus , nausea, vomiting, diarrhea)
- Tinea pedis (athlete's foot )

**Services Not Provided Include:**

- Occupational care
  - DOT Physicals
  - Urine drug screens
  - Workers Comp
- Male hormone treatments and injections
- STD testing
- Obstetrical/gynecological treatments, such as pap smears and contraceptives
- Chronic conditions previously diagnosed
- School & sports physicals
- Well child visits and pediatric care under 6 years old
- Controlled substance refills
- Injectable vitamin treatments
- Injectable steroids
- Labs associated with medication management
- Routine immunizations and vaccinations

## Clinic Services RFP Requested Scope of Services

The City of Memphis intends to release a Request for Proposal (RFP) for onsite and near site services related to Clinic Operations.

The scope of services associated with this RFP is summarized below. The City reserves the right to modify the requested scope of services at any time during the RFP process. While the City ideally seeks a single vendor to coordinate all clinic services.

- Clinic operations
  - Develop future clinic strategy in combination with the City and its vendors and consultants. The strategy may focus on items such as:
    - Areas of treatment focus (e.g. wellness and prevention, ambulatory, chronic condition management, mental health, MSK, nutrition, pharmaceutical dispensing, etc.)
    - Potential for differing treatment focus by clinic location
    - Staffing (may include nurses, nurse practitioners, physician assistants, physicians, therapists, pharmacists, etc.)
    - Phased build out of strategy
    - Coordination with other City vendors
    - Hours of operation
    - Virtual care options
    - Employee promotion and engagement
  - Plan, provide, and manage clinic staffing based on City strategy
  - Ensuring clinic staff are properly credentialed at all times
  - Ensuring clinic staff are receiving ongoing training as appropriate
  - Develop and implement a back-up plan for operating clinics in times of staffing shortages, higher than typical member need, etc.
  - Scheduling, checking in, and following up as appropriate regarding appointments
  - Administer and oversee the care of City employees such as in-person and telehealth capabilities
    - Primary Care
      - Holistic needs assessment
      - Preventative care and immunizations
      - Wellbeing and nutrition
      - Fitness
    - Behavioral health
    - Musculoskeletal, physical therapy, chiropractor, etc.
    - Chronic condition management & coaching
    - Pharmacy dispensing
    - Other (dental, vision, etc.)
  - Provide employees with clinical referrals, as necessary, aligned with patient needs and the City's broader healthcare benefits strategy
  - Provide healthcare system navigation and treatment decision support to employees, in coordination with the City's other medical plan vendors
  - Claims / utilization administration, including coding of all clinic interactions based upon generally recognizable coding standards and the passing of claims / utilization data (likely zero-dollar claims), in an agreed upon format to the medical TPA, PBM, data warehouse and any other City vendors, as deemed appropriate
  - Providing clinical and administrative assistance with City defined wellbeing initiatives and challenges
- **Program Management of Onsite Services**
  - Assist with the offboarding of current vendors (if applicable).
  - Facilitate the implementation of services and build-outs (as applicable).
  - Facilitate ongoing status calls (e.g. weekly, monthly, quarterly, etc.) with the City to keep up to date and

- communicate on any needs, escalated issues, strategy, etc.
- Facilitate an annual stewardship meeting to discuss the following but not limited to current onsite services operational insights and ideas/opportunities/phased buildout for the following year
- Aid in a phased buildout of onsite clinic services
- **Employee Promotion**
  - Periodically analyze the performance of all clinic services and re-evaluate the program design, and recommend appropriate corrective action as needed. The analysis will include a summary of the current programs past performance and future outlook
  - Work with the City to prepare and implement an employee communication and engagement strategy to promote clinic services in an holistic view
- **Holistic Care**
  - Monitor and integrate employee engagement across clinic services and other City benefits to promote holistic integrated employee care and well-being. For example, clinic and fitness vendors are reporting/communicating to each other about employees' wellbeing plans and current state
  - Utilize knowledge of the City's benefits offerings to help refer employees to appropriate resources





<b>Fixed Clinic Fees- Full-time staff</b> Please indicate the full-time staffing model you suggest for the benefits described in the scope of work. Please indicate what credentials each provider/staff you are proposing will have (i.e. physician, NP, PA, etc.).	Annual Salary		
	YEAR 1 (2023)	YEAR 2 (2024)	YEAR 3 (2025)
<i>Full-time staff</i>	<i>Annual Salary</i>	<i>Annual Salary</i>	<i>Annual</i>

<b>Part-time staff</b> Please indicate the part-time staffing model you suggest for the benefits described in the scope of work. Please indicate what type of provider you are providing salary information for.	Hours Per Week	Hourly Rate Year 1	Monthly Rate
<i>Part-time staff</i>			

<b>Part-time Staff</b> Please indicate the hourly rate for part-time staff for years 2 and 3.	Hourly Rates	
	YEAR 2	YEAR 3

<b>Administrative Fees</b> Please detail your administrative/other fees, including but not limited to implementation fees, start-up costs, reporting, and maintenance. Please indicate the basis for all fees (flat, PEPM, per occurrence, etc.)	YEAR 1 (2023)	YEAR 2 (2024)	YEAR 3 (2025)


<b>Variable Clinic Costs</b>	<b>YEAR 1 (2023)</b>	<b>YEAR 2 (2024)</b>	<b>YEAR 3(2025)</b>
Please estimate the costs of clinic operations with the current clinic model			
Rx Dispensed	<i>Annual cost</i>		
Office/Medical Supplies			
Laboratory Expenses			
Radiology Expenses			
Vaccines			
COVID-19 Testing			
Other (please list)			

Note: do not include any expenses for the physical location of the facility (rent, etc.). Additional costs for the build-out of new locations will be discussed and further information will be requested from finalists.

Month	City Hall	Union Avenue	Total
Jan '18		557	557
Feb		584	584
Mar		483	483
Apr		523	523
May		501	501
Jun		388	388
Jul	66	279	345
Aug	52	385	437
Sep	19	355	374
Oct	82	405	487
Nov	90	431	521
Dec	72	464	536
Jan '19	132	475	607
Feb	115	471	586
Mar	114	447	561
Apr	99	406	505
May	95	428	523
Jun	62	317	379
Jul	92	367	459
Aug	88	330	418
Sep	70	369	439
Oct	134	429	563
Nov	93	376	469
Dec	130	521	651
Jan '20	150	564	714
Feb	124	475	599
Mar	89	408	497
Apr	0	145	145
May	0	190	190
Jun	16	249	265
Jul	0	480	480
Aug	0	371	371
Sep	0	291	291
Oct	0	528	528
Nov	0	692	692
Dec	0	749	749
Jan '21	0	585	585
Feb	0	319	319

*\*City Hall  
closed April-  
May2020, July  
2020-May  
2021, Nov  
2021-March  
2022 due to  
Covid and  
staffing*

Mar	0	294	294
Apr	0	336	336
May	0	358	358
Jun	30	346	376
Jul	64	396	460
Aug	49	973	1022
Sep	51	589	640
Oct	36	373	409
Nov	0	368	368
Dec	0	852	852
Jan '22	0	1203	1203
Feb	0	231	231
Mar	0	296	296
Apr	46	251	297
May	70	419	489
Jun	57	470	527
Jul	52	464	516
Aug	64	474	538
Sep	66	370	436
Oct	121	450	571
Nov	77	414	491
Dec			0
	<b>2,767</b>	<b>26,264</b>	<b>29,031</b>

Total 2018	5,736
Total 2019	6,160
Total 2020	5,521
Total 2021	6,019
Total 2022	5,595

Month	City Hall	Union A	TOTAL Lab Volume	Covid Testing Volume
Jan '18		294	294	
Feb		183	183	
Mar		164	164	
Apr		154	154	
May		133	133	
Jun		74	74	
Jul	9	64	73	
Aug	10	106	116	
Sep	7	101	108	
Oct	27	117	144	
Nov	30	127	157	
Dec	48	185	233	
Jan '19	119	219	338	
Feb	127	289	416	
Mar	90	267	357	
Apr	69	143	212	
May	57	120	177	
Jun	29	81	110	
Jul	29	91	120	
Aug	23	85	108	
Sep	32	134	166	
Oct	33	141	174	
Nov	36	143	179	
Dec	76	281	357	
Jan '20	140	325	465	
Feb	188	338	526	
Mar	91	193	284	
Apr	0	44	44	
May	0	32	32	
Jun	1	35	36	77
Jul	0	28	28	268
Aug	0	40	40	188
Sep	0	35	35	63
Oct	0	28	28	452
Nov	0	23	23	503
Dec	0	12	12	573
Jan '21	0	18	18	446
Feb	0	17	17	196
Mar	0	29	29	93
Apr	0	29	29	164
May	0	24	24	181
June	1	48	49	102

Lab includes:  
 Urineanalysis, Strep,  
 Flu, Glucose, HCG

July	10	36	46	249
Aug	7	34	41	781
Sept	5	35	40	422
Oct	20	29	49	155
Nov	0	45	45	125
Dec	0	119	119	616
Jan '22	0	30	30	1012
Feb	0	24	24	94
Mar	0	39	39	60
Apr	1	51	52	47
May	12	76	88	273
June	5	36	41	362
July	4	19	23	287
August	7	48	55	293
Sep	6	95	101	253
Oct	35	121	156	158
Nov	33	122	155	179
Dec				
	1417	5953	7370	8672

Month	2018 Volume	2019 Volume	2020 Volume	2021 Volume	2022 Volume
Jan	16	38	17	7	11
Feb	34	36	22	4	11
Mar	35	30	9	9	15
Apr	37	41	3	0	7
May	24	37	15	6	17
Jun	30	24	24	14	8
Jul	22	41	7	12	5
Aug	28	36	10	19	19
Sep	38	35	5	14	13
Oct	38	31	4	8	13
Nov	19	30	5	16	9
Dec	23	33	2	10	
<b>TOTAL</b>	<b>344</b>	<b>412</b>	<b>123</b>	<b>119</b>	<b>129</b>

*X-ray is only available at Union Avenue*

Month	City Hall	Union Avenue	Total Volun Top 10 Prescribed Medications
Jan '18		738	738 fluticasone propionate (FLONASE) 50 mcg/actuation nasal spray
Feb		751	751 cetirizine (ZYRTEC) 10 MG tablet
Mar		722	722 ibuprofen (MOTRIN) 800 MG tablet
Apr		878	878 benzonatate (TESSALON) 200 MG capsule
May		854	854 amoxicillin-clavulanate (AUGMENTIN) 875-125 mg tablet methyIPREDNISolone (MEDROL DOSEPACK) 4 mg tablet
Jun		745	745 dose pack
Jul	141	458	458 amoxicillin (AMOXIL) 875 MG tablet
Aug	112	681	681 azithromycin (ZITHROMAX) 250 MG tablet
Sep	193	675	675 cyclobenzaprine (FLEXERIL) 10 MG tablet
Oct	169	791	791 fluconazole (DIFLUCAN) 150 MG tablet
Nov	180	903	903
Dec	151	927	927
Jan '19	260	909	909
Feb	204	829	829
Mar	203	996	996
Apr	198	782	782
May	200	887	887
Jun	120	603	603
Jul	160	669	669
Aug	142	635	635
Sep	140	742	742
Oct	165	850	850
Nov	180	751	751
Dec	264	1097	1097
Jan '20	275	1091	1091
Feb	246	861	861
Mar	171	775	775
Apr	0	300	300
May	0	344	344
Jun	23	385	385
Jul	6	438	438
Aug	0	376	376
Sep	0	360	360
Oct	0	571	571
Nov	0	346	346
Dec	0	383	383
Jan '21	0	304	304
Feb	0	214	214
Mar	0	329	329
Apr	0	300	300
May	0	344	344
Jun	48	496	496



Jul	74	334	334
Aug	65	314	314
Sep	77	263	263
Oct	51	360	586
Nov	0	457	856
Dec	0	575	1201
Jan '22	0	342	916
Feb	0	246	803
Mar	0	452	911
Apr	95	332	952
May	98	381	1000
Jun	77	398	774
Jul	45	328	373
Aug	96	369	465
Sep	103	336	439
Oct	157	603	760
Nov	137	535	672
Dec			
	5,026	33,715	33,715

**Staffing Model**

---

	City Hall	Union Avenue	
Nurse Practitioner	1		1
Certified Medical Assistant	1		1
Customer Svc. Coordinator	0		1

	<b>Cost</b>	<b>Detail</b>
Nurse Practitioner	\$ 294,328.32	2 FTE's including benefits
Certified Medical Assistant	\$ 95,836.00	2 FTE's including benefits
Customer Svc. Coordinator	\$ 45,188.00	1 FTE including benefits
Medical Director Oversight	\$ 24,000.00	Medical supervision of NP's
<b>Annual TOTAL</b>	<b>\$ 459,352.32</b>	

1520 Union Avenue  
Memphis, TN 38103

Mon & Fri 8a – 4p  
Tues, Wed, & Thurs 10a – 6p

125 N Main Street  
Memphis, TN 38130

Mon – Fri 8a - 4p

## City of Memphis #130447 2022 Wellness Fund Report

To help fund and support the City of Memphis Wellness Clinics			
Date	Detail	Expenses Applied	Balance
<b>Wellness Fund</b>	<b>To help fund and support the City of Memphis Wellness Clinic</b>		<b>\$500,000<sup>1</sup></b>
<b>January 1</b>			<b>\$ 500,000.00</b>
	1520 Union Avenue		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ 3,118.27	
	Customer Service Coordinator	\$ 3,284.67	
	Rx Dispensed	\$ 1,686.00	
	Office/Medical Supplies	\$ 3,936.00	
	Laboratory Expense	\$ 1,194.55	
	Radiology Expense	\$ 356.65	
	SARS-CoV-2 PCR Tests	\$ 40,560.00	
	Flu Vaccine	\$ -	
	City Hall-Downtown Memphis		
	Staffing		
	Nurse Practitioner	\$ -	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ -	
	Customer Service Coordinator	\$ -	
	Rx Dispensed	\$ -	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ -	
	Radiology Expense	\$ -	
	Expenses	<b>\$ 63,380.00</b>	
<b>February 1</b>	<b>Balance</b>		<b>\$ 436,620.00</b>
	1520 Union Avenue		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ 3,118.27	
	Customer Service Coordinator	\$ 3,284.67	
	Rx Dispensed	\$ 1,197.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 928.55	
	Radiology Expense	\$ 313.60	
	SARS-CoV-2 PCR Tests	\$ 6,400.00	
	Flu Vaccine	\$ -	
	City Hall-Downtown Memphis		
	Staffing		
	Nurse Practitioner	\$ -	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ -	
	Customer Service Coordinator	\$ -	
	Rx Dispensed	\$ -	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ -	
	Radiology Expense	\$ -	
	Expenses	<b>\$ 24,485.95</b>	
<b>March 1</b>	<b>Balance</b>		<b>\$ 412,134.05</b>
	1520 Union Avenue		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ 3,118.27	

## City of Memphis #130447 2022 Wellness Fund Report

To help fund and support the City of Memphis Wellness Clinics			
Date	Detail	Expenses Applied	Balance
	Customer Service Coordinator	\$ 3,284.67	
	Rx Dispensed	\$ 2,525.00	
	Office/Medical Supplies	\$ 601.66	
	Laboratory Expense	\$ 1,380.05	
	Radiology Expense	\$ 452.20	
	SARS-CoV-2 PCR Tests	\$ 3,900.00	
	Flu Vaccine	\$ -	
	City Hall-Downtown Memphis		
	Staffing		
	Nurse Practitioner	\$ -	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ -	
	Customer Service Coordinator	\$ -	
	Rx Dispensed	\$ -	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ -	
	Radiology Expense	\$ -	
	Expenses	\$ 24,505.71	
<b>April 1</b>	<b>Balance</b>		<b>\$ 387,628.34</b>
	1520 Union Avenue		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ 3,118.27	
	Customer Service Coordinator	\$ 3,284.67	
	Rx Dispensed	\$ 1,835.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 204.40	
	Radiology Expense	\$ 54.60	
	SARS-CoV-2 PCR Tests	\$ 2,870.00	
	Flu Vaccine	\$ -	
	City Hall-Downtown Memphis		
	Staffing		
	Nurse Practitioner	\$ -	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ -	
	Customer Service Coordinator	\$ -	
	Rx Dispensed	\$ 542.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 18.55	
	Radiology Expense	\$ -	
	Expenses	\$ 21,171.35	
<b>May 1</b>	<b>Balance</b>		<b>\$ 366,456.99</b>
	1520 Union Avenue		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ 3,118.27	
	Customer Service Coordinator	\$ 3,284.67	
	Rx Dispensed	\$ 2,096.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 2,735.95	
	Radiology Expense	\$ 479.15	
	SARS-CoV-2 PCR Tests	\$ 9,610.00	
	Flu Vaccine	\$ -	
	City Hall-Downtown Memphis		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ -	

## City of Memphis #130447 2022 Wellness Fund Report

To help fund and support the City of Memphis Wellness Clinics			
Date	Detail	Expenses Applied	Balance
	Customer Service Coordinator	\$ -	
	Rx Dispensed	\$ 490.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 213.85	
	Radiology Expense	\$ -	
	<b>Expenses</b>	<b>\$ 40,515.62</b>	
<b>June 1</b>	<b>Balance</b>		<b>\$ 325,941.37</b>
	1520 Union Avenue		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ 3,118.27	
	Customer Service Coordinator	\$ 3,284.67	
	Rx Dispensed	\$ 1,704.00	
	Office/Medical Supplies	\$ 442.90	
	Laboratory Expense	\$ 2,032.45	
	Radiology Expense	\$ 26.95	
	SARS-CoV-2 PCR Tests	\$ 20,300.00	
	Flu Vaccine	\$ -	
	City Hall-Downtown Memphis		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ 3,118.27	
	Customer Service Coordinator	\$ -	
	Rx Dispensed	\$ -	
	Office/Medical Supplies	\$ 381.43	
	Laboratory Expense	\$ 248.50	
	Radiology Expense	\$ -	
	<b>Expenses</b>	<b>\$ 53,145.17</b>	
<b>July 1</b>	<b>Balance</b>		<b>\$ 272,796.20</b>
	1520 Union Avenue		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ 3,118.27	
	Customer Service Coordinator	\$ 3,284.67	
	Rx Dispensed	\$ 1,624.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 877.10	
	Radiology Expense	\$ 165.90	
	SARS-CoV-2 PCR Tests	\$ 19,610.00	
	Flu Vaccine	\$ -	
	City Hall-Downtown Memphis		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ -	
	Customer Service Coordinator	\$ -	
	Rx Dispensed	\$ 241.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 35.00	
	Radiology Expense	\$ -	
	<b>Expenses</b>	<b>\$ 47,443.67</b>	
<b>August 1</b>	<b>Balance</b>		<b>\$ 225,352.53</b>
	1520 Union Avenue		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ 3,118.27	

## City of Memphis #130447 2022 Wellness Fund Report

To help fund and support the City of Memphis Wellness Clinics

Date	Detail	Expenses Applied	Balance
	Customer Service Coordinator	\$ 3,284.67	
	Rx Dispensed	\$ 1,701.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 2,005.50	
	Radiology Expense	\$ 553.35	
	SARS-CoV-2 PCR Tests	\$ -	
	Flu Vaccine	\$ -	
	City Hall-Downtown Memphis		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ -	
	Customer Service Coordinator	\$ -	
	Rx Dispensed	\$ 478.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 220.50	
	Radiology Expense	\$ -	
	Expenses	\$ 29,849.02	
<b>September 1</b>	<b>Balance</b>		<b>\$ 195,503.51</b>
	1520 Union Avenue		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ 3,118.27	
	Customer Service Coordinator	\$ 3,284.67	
	Rx Dispensed	\$ 2,230.00	
	Office/Medical Supplies	\$ 253.58	
	Laboratory Expense	\$ 1,936.20	
	Radiology Expense	\$ 453.25	
	SARS-CoV-2 PCR Tests	\$ 17,230.00	
	Flu Vaccine	\$ -	
	City Hall-Downtown Memphis		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ -	
	Customer Service Coordinator	\$ -	
	Rx Dispensed	\$ 708.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 435.75	
	Radiology Expense	\$ -	
	Expenses	\$ 48,137.45	
<b>October 1</b>	<b>Balance</b>		<b>\$ 147,366.06</b>
	1520 Union Avenue		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ 3,118.27	
	Customer Service Coordinator	\$ 3,284.67	
	Rx Dispensed	\$ 3,502.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 6,039.25	
	Radiology Expense	\$ 451.15	
	SARS-CoV-2 PCR Tests	\$ 17,000.00	
	Flu Vaccine	\$ -	
	City Hall-Downtown Memphis		
	Staffing		
	Nurse Practitioner	\$ -	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ -	

## City of Memphis #130447 2022 Wellness Fund Report

To help fund and support the City of Memphis Wellness Clinics

Date	Detail	Expenses Applied	Balance
	Customer Service Coordinator	\$ -	
	Rx Dispensed	\$ 958.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 1,563.45	
	Radiology Expense	\$ -	
	<b>Expenses</b>	<b>\$ 45,160.65</b>	
<b>November 1</b>	<b>Balance</b>		<b>\$ 102,205.41</b>
	1520 Union Avenue		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ 3,118.27	
	Customer Service Coordinator	\$ 3,284.67	
	Rx Dispensed	\$ 3,072.00	
	Office/Medical Supplies	\$ 4,843.07	
	Laboratory Expense	\$ 8,480.15	
	Radiology Expense	\$ 323.40	
	SARS-CoV-2 PCR Tests	\$ 9,560.00	
	Flu Vaccine	\$ -	
	City Hall-Downtown Memphis		
	Staffing		
	Nurse Practitioner	\$ -	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ -	
	Customer Service Coordinator	\$ -	
	Rx Dispensed	\$ 814.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 1,423.80	
	Radiology Expense	\$ -	
	<b>Expenses</b>	<b>\$ 44,163.22</b>	
<b>December 1</b>	<b>Balance</b>		<b>\$ 58,042.19</b>
	1520 Union Avenue		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ 3,118.27	
	Customer Service Coordinator	\$ 3,284.67	
	Rx Dispensed	\$ 3,434.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 2,473.45	
	Radiology Expense	\$ 213.85	
	SARS-CoV-2 PCR Tests	\$ 14,310.00	
	Flu Vaccine	\$ -	
	City Hall-Downtown Memphis		
	Staffing		
	Nurse Practitioner	\$ 9,243.87	
	2nd Nurse Practitioner	\$ -	
	Certified Medical Assistants	\$ -	
	Customer Service Coordinator	\$ -	
	Rx Dispensed	\$ 709.00	
	Office/Medical Supplies	\$ -	
	Laboratory Expense	\$ 1,183.70	
	Radiology Expense	\$ -	
	<b>Expenses</b>	<b>\$ 47,214.67</b>	
<b>Year Ending</b>	<b>Total Expenses</b>	<b>\$ 489,172.48</b>	
<b>Year Ending</b>	<b>Balance (No Carryover)</b>		<b>\$ 10,827.52</b>



Date: 02-07-2023

### Total Claims Paid by Diagnostic Category

City of Memphis

Current Paid Period: 01/01/2022 through 01/31/2023

Diagnosis	Inpatient Paid Claims	Outpatient Paid Claims	Professional Paid Claims	Misc Paid Claims	Paid Claims	Paid Claims PMPM	Benchmark Paid Claims PMPM	Variance from Benchmark Paid Claims PMPM	% of Total Paid Claims	Benchmark % of Total Paid
CONDITIONS IN THE PERINATAL PERIOD	\$3,481.60	\$25,995.95	\$115,529.88	\$4,247.08	\$149,254.51	\$0.78	\$2.30	-66.22%	0.21%	0.68%
CONGENITAL MALFORMATIONS	\$163,366.94	\$141,175.12	\$74,675.43	\$719.77	\$379,937.26	\$1.98	\$3.08	-35.88%	0.54%	0.92%
DISEASES OF BLOOD	\$146,190.75	\$244,039.32	\$263,967.58	\$60,012.72	\$714,210.37	\$3.72	\$3.67	1.14%	1.01%	1.09%
DISEASES OF THE CIRCULATORY SYSTEM	\$3,234,363.34	\$2,210,206.61	\$1,887,756.43	\$132,724.13	\$7,465,050.51	\$38.84	\$32.63	19.03%	10.6%	9.71%
DISEASES OF THE DIGESTIVE SYSTEM	\$1,419,837.49	\$1,184,462.75	\$1,415,648.02	\$174,491.15	\$4,194,439.41	\$21.82	\$22.31	-2.21%	5.95%	6.64%
DISEASES OF THE EAR	\$3,350.83	\$113,318.68	\$229,268.53	\$17,310.26	\$363,248.30	\$1.89	\$1.81	4.36%	0.52%	0.54%
DISEASES OF THE EYE	\$0.00	\$116,498.37	\$331,901.09	\$4,163.47	\$452,562.93	\$2.35	\$3.04	-22.47%	0.64%	0.9%
DISEASES OF THE GENITOURINARY SYS	\$317,108.98	\$1,736,123.00	\$964,338.80	\$24,835.77	\$3,042,406.55	\$15.83	\$16.30	-2.91%	4.32%	4.85%
DISEASES OF THE MUSCULOSKELETAL SYS	\$2,220,143.05	\$2,096,436.08	\$3,905,698.46	\$130,900.86	\$8,353,178.45	\$43.46	\$35.44	22.62%	11.86%	10.54%
DISEASES OF THE RESPIRATORY SYSTEM	\$1,064,215.91	\$844,947.11	\$1,165,258.02	\$150,720.75	\$3,225,141.79	\$16.78	\$14.51	15.64%	4.58%	4.32%
DISEASES OF THE SKIN	\$172,142.19	\$188,649.27	\$610,439.03	\$33,644.14	\$1,004,874.63	\$5.23	\$4.14	26.34%	1.43%	1.23%
ENDOCRINE SYSTEM	\$576,623.49	\$479,658.43	\$1,483,851.16	\$135,922.10	\$2,676,055.18	\$13.92	\$11.02	26.37%	3.8%	3.28%
EXTERNAL CAUSES OF DISEASE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-100.0%	0.0%	0.0%
FACTORS INFLUENCING HEALTH	\$720,532.82	\$1,476,049.27	\$4,968,266.27	\$263,669.79	\$7,428,518.15	\$38.65	\$47.74	-19.06%	10.54%	14.2%
INFECTIONS AND PARASITIC DISEASES	\$1,740,489.34	\$175,491.22	\$193,554.59	\$29,391.70	\$2,138,926.85	\$11.13	\$10.10	10.12%	3.04%	3.01%
INJURY AND POISONING	\$2,763,099.18	\$1,463,191.52	\$1,140,521.02	\$262,193.14	\$5,629,004.86	\$29.28	\$22.20	31.91%	7.99%	6.6%
MENTAL AND BEHAVIOR	\$482,258.38	\$307,235.03	\$1,171,689.87	\$371,790.75	\$2,332,974.03	\$12.14	\$8.75	38.71%	3.31%	2.6%
NEOPLASMS	\$1,412,874.36	\$850,013.31	\$1,532,264.98	\$58,904.25	\$3,854,056.90	\$20.05	\$26.29	-23.74%	5.47%	7.82%
NERVOUS SYSTEM	\$359,882.83	\$545,020.96	\$728,498.45	\$190,904.00	\$1,824,306.24	\$9.49	\$11.30	-16.01%	2.59%	3.36%
PREGNANCY AND CHILDBIRTH	\$1,017,626.90	\$147,045.49	\$628,345.63	\$34,974.01	\$1,827,992.03	\$9.51	\$12.66	-24.9%	2.59%	3.77%
SIGNS AND SYMPTOMS	\$107,596.29	\$2,934,681.80	\$8,160,803.14	\$513,403.50	\$11,716,484.73	\$60.95	\$34.55	76.44%	16.63%	10.28%
SPECIAL PURPOSES	\$529,018.74	\$278,371.50	\$268,208.44	\$78,236.71	\$1,153,835.39	\$6.00	\$6.80	-11.68%	1.64%	2.02%
SUBSTANCE ABUSE	\$194,212.37	\$272,512.69	\$55,981.40	\$5,711.77	\$528,418.23	\$2.75	\$2.94	-6.37%	0.75%	0.87%
<b>Total</b>	<b>\$18,648,415.78</b>	<b>\$17,831,123.48</b>	<b>\$31,296,466.22</b>	<b>\$2,678,871.82</b>	<b>\$70,454,877.30</b>	<b>\$366.53</b>	<b>\$333.58</b>	<b>9.88%</b>	<b>100.0%</b>	<b>99.22%</b>

Paid date reports are based on the paid date, rather than the date of service.  
Group Parent No: 609240

City of Memphis  
Group(s): 130447  
BlueCross BlueShield of Tennessee, Inc., an

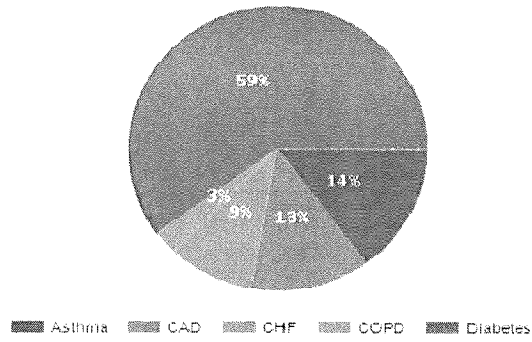


Chronic Condition Management Activity  
 City of Memphis

Reporting Period: 01/01/2022 through 01/31/2023

Condition

Engaged by Primary Condition



Primary Chronic Condition	Unique Members Identified for Outreach			
	Identified	Qualified	Touched	Engaged
Asthma	175	49	21	16
CAD	241	82	23	14
CHF	141	49	14	10
COPD	28	12	3	3
Depression	64	18	7	3
Diabetes	707	238	84	65
Other	0	0	0	0

City of Memphis

Group Parent No: 609240

Group(s): 130447

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