

## COUNTY OF HENRICO DEPARTMENT OF FINANCE PURCHASING DIVISION CONTRACT EXTRACT NOTICE OF RENEWAL

DATE:	October 31, 2024
CONTRACT COMMODITY/SERVICE: (include contracting entity if cooperative)	Employee Health Services
CONTRACT NUMBER:	2469B
COMMODITY CODE:	948.48
CONTRACT PERIOD:	October 27, 2024 through October 26, 2025
RENEWAL OPTIONS:	Three 1-year renewal options through Oct. 26, 2028
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-652-3640
Email Address:	kwvenaglia@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	BSMH Employer Services LLC d/b/a/Bon Secours Mercy Health Employer Services
Address:	1701 Mercy Health Place
City, State:	Cincinnati, OH 45237
Contact Name:	Danielle Archer
Phone Number:	419-265-3480
Email address: ORACLE SUPPLIER NUMBER:	darcher@mercy.com
BUSINESS CATEGORY:	Non-SWaM
PAYMENT TERMS:	Net 45
DELIVERY:	As requested and needed
FOB:	Destination
BUYER: Name:	Amy Anthes
Title:	Procurement Analyst, III
Phone:	804-501-5686
Email:	Ant041@henrico.gov

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

# **Occupational Health Services - Fee Schedule:**

Serv	vice	Service Location	Fee	Fee with 3.5% yearly increase
$\boxtimes$	DOT Physical Exam	Virginia – Hanover Clinic/Chester	\$75.00	\$77.63
	5 or 10 Panel Rapid Drug Screen	Virginia – Hanover Clinic/Chester	\$55.00	\$56.93
$\square$	5 Panel Drug Screen – Lab	Virginia – Hanover Clinic/Chester	\$40.00	\$41.40
$\boxtimes$	10 Panel Drug Screen – Lab	Virginia – Hanover Clinic/Chester	\$55.00	\$56.93
$\boxtimes$	DOT Drug Screen	Virginia – Hanover Clinic/Chester	\$45.00	\$46.60
$\boxtimes$	Basic Physical Exam	Virginia – Hanover Clinic/Chester	\$82.00	\$84.88
$\boxtimes$	Bus Driver Physical	Virginia – Hanover Clinic/Chester	\$75.00	\$77.63
$\boxtimes$	OSHA Respirator Questionnaire Review	Virginia – Hanover Clinic/Chester	\$25.00	\$25.88
$\boxtimes$	Respirator Physical Exam	Virginia – Hanover Clinic/Chester	Virginia – Hanover \$70.00	
$\boxtimes$	Pulmonary Function Test	Virginia – Hanover Clinic/Chester	\$50.00	\$51.75
$\boxtimes$	Respirator Fit Testing – Qualitative	Virginia – Hanover Clinic/Chester	\$36.00	\$37.26
$\boxtimes$	Breath Alcohol Testing	Virginia – Hanover Clinic/Chester	\$32.00	\$33.12
$\boxtimes$	Audiograms	Virginia – Hanover Clinic/Chester	\$30.00	\$30.11
	After Hours Testing For time sensitive testing only (post accident or reasonable suspicion). This service is in the process of being developed in the Richmond market.	This program has been discontinued. Please reach out if we can assist in finding another Vendor.		N/A
	Workers' Comp Injury Care	Virginia – Hanover Clinic/Chester		Varies based on treatment. Billed to TPA/Carrier.



# COMMONWEALTH OF VIRGINIA County of Henrico

# Professional Services Contract Contract No. 2469B

1/3/24

AE(

This Professional Services Contract (this "Contract") entered into this \_12\_ day of December 2023, by BSMH Employer Services LLC, an Ohio limited liability company, d/b/a Bon Secours Mercy Health Employer Services (the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

**WHEREAS** HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No.23-2469-1ARA (the "Request for Proposals"), for Employee Health Services for Henrico County Public Schools.

**WITNESSETH** that the Contractor and HCPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide the services to HCPS as set forth in the Contract Documents.

**COMPENSATION:** The compensation HCPS will pay to the Contractor under this Contract is shown in Exhibit B.

**CONTRACT TERM:** The initial Contract term shall begin upon execution of this Contract and end on October 26, 2024. HCPS may renew the Contract for up to four 1-year terms giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

AEC CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

- 1/3/24 1.
  - This Non-Professional Services Contract between HCPS and Contractor.
     The General Contract Terms and Conditions included in the Request for Proposals.
  - The General Contract Terms and Conditions included in the Reg
     The HIPPA Business Associate Agreement (Exhibit A).
  - Contractor's Best and Final Offer dated October 9, 2023 (Exhibit B).
  - Contractor's Original Proposal dated March 3, 2023 (Exhibit C).
  - 6. The Scope of Services included in the Request for Proposals.

# **ADDITIONAL TERMS**:

1. HCPS acknowledges and agrees that the provision of services by Contractor under this Contract will be provided in accordance with all of the following, all of which may be amended from time to time: (a) the Ethical and Religious Directives for Catholic Health Care Services as promulgated by the United States Conference of Catholic Bishops, and as interpreted by Contractor; (b) all applicable federal and state laws, regulations, and rules governing the services; (c) the ethical policies of Contractor, including the Contractor's Code of Conduct; and (d) any policies and procedures of HCPS that may be provided to Contractor prior to the effective date of the Contract. Contractor will promptly notify HCPS in writing of any requirements of this Contract that conflict with or are inconsistent with standards set forth in this section.

- 2. If the Contractor meets Va. Code § 2.2-4343.1's definition of a "faith-based organization," then the following provisions shall apply to this Contract:
  - a. The Contractor (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, or refusal to participate in a religious practice or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and (ii) shall be subject to the same rules as other organizations that contract with HCPS to account for the use of the funds provided; however, if the Contractor segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by HCPS. Nothing in clause (ii) shall be construed to supersede or otherwise override any other applicable state law. (Va. Code § 2.2-4343.1(E))
  - b. Consistent with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, funds provided for expenditure pursuant to this Contract shall not be spent for religious worship, instruction, or proselytizing. (Va. Code § 2.2-4343.1(F))
  - c. If an individual who applies for or receives goods, services, or disbursements provided pursuant to the Contract objects to the religious character of the Contractor, HCPS shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

HCPS shall provide to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Contract a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form." (Va. Code § 2.2-4343.1(H))

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

1/3/24	BSMH Employer Services LLC d/b/a Bon Secours Mercy Health Employer Services	County School Board of Henrico County, Virginia
	1701 Mercy Health Place	P.O. Box 23120
	Cincinnati, OH 45237	Henrico, VA 23223

AEC

anne Dunnington

Signature

Anne Dunnington Vice President, Occupational Health

December 11, 2023

Date

AcCashwell

Signature

Dr. Amy E. Cashwell Superintendent, Henrico County Public Schools

January 17, 2024

Date

APPROVED AS TO FORM

Hyun Brawn 12-14-23

Assistant County Attorney

# Exhibit A (rev.1)

## HIPAA BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the County School Board of Henrico County, Virginia (the "County") and BSMH Employer Services\_ ("Business Associate") entered into a contract on \_12/12/23\_ for the performance of occupational health services\_(list services) (the "Contract"); and

WHEREAS, the County is a hybrid entity including covered health care components and internal business associates under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the American Recovery and Reinvestment Act of 2009 ("ARRA"), Title XIII of ARRA, the Health Information Technology for Economic and Clinical Health Act ("HITECH") Subtitle D; and

WHEREAS, HIPAA, HITECH, and the implementing regulations have established Privacy and Security Standards (the Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. §§ 160 and 164); and

WHEREAS, Business Associate is directly subject to HIPAA, Title XIII of ARRA, and amendments thereto, and HITECH Subtitle D, and all related rules and regulations in effect and any amendments thereto; and

WHEREAS, Business Associate may receive from the County and use and/or disclose records that include information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of heath care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual (Protected Health Information, "PHI"); and

WHEREAS, the Privacy and Security Standards require a Business Associate Agreement to ensure that PHI is adequately safeguarded as part of the Contract provisions.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained in this Business Associate Agreement ("BAA") and in the Contract and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the County and Business Associate agree as follows:

## I. DEFINITIONS

The following terms used in this BAA have the same meaning as those terms in the Privacy and Security Standards: Breach, Business Associate, Disclosure, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Subcontractor, and Use.

# II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. <u>Permitted Uses and Disclosure of PHI</u>. Business Associate's activities for and/or on behalf of the County may involve the use and/or disclosure of PHI. Business

Associate will use and/or disclose PHI only to the extent necessary to perform its duties and obligations to the County or as otherwise required by law. Business Associate may permit the use of PHI by third parties, including its employees, contractors, agents, or other representatives, only to the extent directly related to and necessary for the performance of its duties and obligations to the County as required by the Contract or as otherwise permitted by law. Business Associate and its agents or subcontractors will only request, use and disclose the minimum PHI necessary to perform its duties and obligations in accordance with HIPAA, the HIPAA Regulations, and HITECH.

- 2. Safeguards Against Misuse of Information.
  - a. Business Associate will use appropriate and reasonable safeguards to maintain the security of and prevent the improper use or disclosure of PHI.
  - b. Business Associate will comply with 45 C.F.R. §§ 160.302 et seq. in utilizing administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, as that term is defined in 45 C.F.R. § 160.103, that it creates, receives, maintains or transmits on behalf of the County.
  - c. Business Associate will train employees in information security, designating a security officer, conducting an information risk analysis, and developing a risk management remediation plan.
  - d. Business Associate will abide by the prohibitions under the ARRA regarding the sale and marketing of PHI.
  - e. Business Associate will comply with any other conditions that the Secretary of the Department Health and Human Services requires with respect to electronic PHI.

# 3. Reporting Breaches and Other Security Incidents and Mitigation of Effect.

- a. Business Associate will promptly report to the County: (1) any use or disclosure of PHI not authorized by the Contract of which it becomes aware; and (2) any "security incident," as defined by 45 C.F.R. § 164.304, of which it becomes aware. Business Associate will take reasonable steps to cure any such security incident and implement procedures for mitigating the harmful effects from any such security compromise. Business Associate will report the measures it took to mitigate any security compromise that may have occurred and shall report any data loss or other information system compromise as a result of the incident.
- b. In the event of a breach of unsecured PHI as defined in 45 C.F.R. § 164.410, Business Associate will comply with the breach notification requirements of 45 C.F.R. § 164.410 and notify the County without reasonable delay, and no later than two (2) business days of when Business Associate becomes aware of a breach. Notification of security incidents will include the identity of each individual whose unsecured PHI has been or is reasonably believed to have been

accessed, acquired, or disclosed inappropriately during such breach. Notifications will contain any other such information as Business Associate reasonably believes is required for the County to further investigate. Business Associate will also provide such assistance and further information as reasonably requested by the County in meeting its responsibility to notify all individuals affected, as detailed in 45 C.F.R. § 164.404.

- 4. Use and Disclosure of PHI by Subcontractors and Agents.
  - a. Business Associate will require any subcontractor or agent that is authorized to review, use or disclose PHI obtained by Business Associate from the County, to agree in writing to adhere to the same restrictions, conditions, and requirements regarding the use and disclosure of PHI and safeguarding of PHI that apply to Business Associate.
  - b. Business Associate will ensure that any subcontractor or agent to whom it provides electronic PHI that was created, received, maintained or transmitted on behalf of the County agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of the electronic PHI.
- 5. Access to Information. Throughout the term of this BAA, Business Associate will make available to the County all PHI provided to Business Associate by the County for so long as such information is maintained. Upon written request from the County, Business Associate will make an individual's PHI available to the County within fifteen (15) days of an individual's request for such information as notified by the County. In the event that the requesting individual's PHI is neither maintained nor accessible on site by the County or the Business Associate, the extended timeframe set forth in 45 C.F.R. § 164.504(3)(2)(iii)(C) will be available for Business Associate to respond to the County's request. In the event any individual requests access to County-provided PHI directly from Business Associate, Business Associate shall forward such request to the County. Any denials of access to PHI requested shall be the responsibility of the County. Business Associate shall further conform with and meet all the requirements of 45 C.F.R. § 164.524.
- 6. <u>Availability of PHI for Amendment</u>. Upon receipt of a request from the County to update PHI for an individual, Business Associate will incorporate any such amendment into its records within thirty (30) days of the request or as may be required by 45 C.F.R. § 164.526. If Business Associate receives a request from an individual for an amendment to County-provided PHI, Business Associate shall forward such request directly to the County. Any review and consideration of a requested amendment shall be the responsibility of the County.
- 7. <u>Accounting of Disclosures</u>. Upon request from the County, Business Associate will make available to the County such information as is in Business Associate's possession and is required for the County to make an accounting as required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate will forward such request to the County as

soon as practicable. It shall be the County's responsibility to prepare and deliver any such accounting requested. Business Associate will maintain an appropriate record keeping process to enable it to comply with the requirements of this Section.

- 8. Use and Disclosures for Business Associate's Purposes.
  - a. Business Associate will only use or disclose PHI to the minimum necessary to carry out its duties and obligations under the Contract or as required by law. Business Associate may not use or disclose PHI in a manner that would violate 45 C.F.R. § 164.500 *et seq.*
  - b. Business Associate may disclose PHI for its own proper management and administration or to carry out its legal responsibilities, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- 9. <u>Availability of Books and Records</u>. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of the County available to the County and the Secretary of the Department of Health and Human Services for purposes of monitoring compliance with the Privacy and Security Standards.
- 10. <u>Indemnification</u>. Business Associate will indemnity and defend the County, its agents, representatives, and employees from any claims, demands, losses, or liabilities including attorney's fees arising out of or related to Business Associate's breach or alleged breach of the terms of this BAA by Business Associate or any agent or subcontractor of Business Associate.
- 11. <u>Compliance with Requirements</u>. To the extent the Business Associate is to carry out one or more of the obligations of the County under 45 C.F.R. § 164.500 *et seq.*, Business Associate will comply with the requirements that apply to the County in the performance of such obligations.

# III. OBLIGATIONS OF THE COUNTY

- 1. <u>Notice of Privacy Practices</u>. The County will notify Business Associate of any limitation in its Notice of Privacy Practices, which the County, or any of its departments, provides or makes available to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 2. <u>Restrictions on Disclosures</u>. If applicable to Business Associate, the County will notify Business Associate as soon as practicable of any request for restrictions by an individual of the use or disclosure of the individual's PHI that the County has agreed

to accept. The County will also notify Business Associate, if applicable, of any changes in, withdrawal, or revocation of any authorization or other permissions(s) granted the County by an individual for the use and disclosure of the individual's PHI.

3. <u>Impermissible Requests</u>. The County will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Standards if done by the County. Nothing in this section shall preclude Business Associate from using or disclosing PHI for its management and administrative activities as provided in Section II.8 above.

# IV. MISCELLANEOUS

- 1. <u>Term</u>. This BAA will remain in effect for the term of the Contract between the County and the Business Associate, including any extensions or renewals thereof.
- 2. <u>Termination for Cause</u>. Upon the County's knowledge of a material breach by Business Associate, the County will provide Business Associate an opportunity to cure the breach or end the violation. The County may terminate the Contract: (a) immediately if Business Associate has breached a material term and cure is not possible; or (b) upon Business Associate's failure to cure the breach or end the violation within the time specified by the County.
- 3. <u>Effect of Termination</u>.
  - a. Except as provided in paragraph b of this section, upon termination of this BAA for any reason, Business Associate will return or destroy all PHI received from the County, or created or received by Business Associate on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will not retain copies, including electronic copies, of the PHI.
  - b. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide the County notification of the conditions that make return or destruction infeasible and extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
- 4. <u>Amendments</u>. This BAA, and any provision thereof, may be amended, modified or deleted by written agreement of the parties. The parties may amend this BAA from time to time as necessary for the County and Business Associate to comply with the Privacy or Security Standards and all other applicable laws or regulations.
- 5. <u>Survival.</u> The respective rights and obligations of Business Associate and the County survive termination of this BAA and any underlying Contract.
- 6. <u>Interpretation</u>. This BAA shall be interpreted as broadly as necessary to implement and comply with the Privacy and Security Standards. Any ambiguities in this BAA will

be resolved in favor of a meaning that complies with the Privacy and Security Standards.

- 7. <u>Governing Law and Venue</u>. This BAA is governed by applicable federal laws and the laws of the Commonwealth of Virginia without regard to laws relating to choice of law or conflicts of law. Exclusive venue for any dispute arising hereunder will be resolved in the Circuit Court of the County of Henrico, Virginia.
- 8. <u>Coordination of Documents</u>. In the event of a conflict between a provision of this BAA and the Contract, the provisions of this BAA will control.
- 9. <u>Notices</u>. All notices, requests, demands and other communications required or permitted to be given or made under this BAA shall be in writing, shall be effective upon receipt, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; (c) overnight delivery services with proof of delivery; or (d) facsimile with return facsimile acknowledging receipt. Notices will be sent to the address below:

To Covered Entity:	Brandon Hinton, Privacy Officer County of Henrico
	4301 E. Parham Road
	P.O. Box 90775
	Henrico, Virginia 23273-0775
	Facsimile: (804) 501-4162

To Business Associate: Bon Secours Mercy Health Employer Services 1701 Mercy Health Place Cincinnati, Ohio 45237 **IN WITNESS WHEREOF**, the parties hereto have signed this Business Associate Agreement.

Bon Secours Mercy Employer Services

County School Board of Henrico County, Virginia

By: Anne Dunnington

By: AcCashwell

Title: \_Vice President, Occupational Health

Title: <u>Superintendent</u>

Date: 12/11/23\_\_\_\_

Date: 1/17/2024



Bon Secours Occupational Health is committed to living its mission of improving the health and wellbeing of our communities. As such, partnering with employers who share this same interest is the ultimate way to demonstrate unique and innovative practices to provide health care and promote wellness opportunities for their employees.

# **Occupational Health Solutions**

Occupational Health is the key to keeping your employees safe at the work site and assisting employers inmaintaining certifications needed in many work sites for federal compliance. For that reason, our listing of services is expansive and dedicated to meeting the needs of Henrico County Public Schools.

Our occupational health capabilities include, but are not limited to:

- Pre-employment and annual physicals
- Wellness vaccinations
- Hearing conservation
- Drug and alcohol testing
- Pulmonary function testing
- Occupational injury treatment

# **Onsite/Near-Site Clinics**

Our onsite/near-site clinics are an integrated, holistic model of care and serves as an extension of the primary care provider's relationship. We link patients without a primary care provider to existing practices and encourage the use of those primary care physicians.

Easy access to health and wellness services will make your employees healthier, happier, and more productive. Experience with our own on-site clinic has proven that employee satisfaction is high and employee convenience encourages the use of the clinic as a lower-cost alternative for minor conditions.

Our clinical services include, but are not limited to:

- Allergies
- Asthma, bronchitis and pneumonia
- Colds and flu
- Ear, throat and sinus pain

- Minor breaks, burns, cuts and lacerations
- Nausea and vomiting
- Rashes and poison ivy
- Sprains and strains
- Urinary tract infections

In partnership with Henrico County Public Schools, Bon Secours Occupational Health may be able to implement an onsite/near-site clinic for your employees.

# **Occupational Health Services - Fee Schedule:**

Serv	ice	Service Location	Fee
$\boxtimes$	DOT Physical Exam	Virginia – Hanover Clinic/Chester	\$75
$\overline{X}$	5 or 10 Panel Rapid Drug Screen	Virginia – Hanover Clinic/Chester	\$55
$\boxtimes$	5 Panel Drug Screen – Lab	Virginia – Hanover Clinic/Chester	\$40
$\boxtimes$	10 Panel Drug Screen – Lab	Virginia – Hanover Clinic/Chester	\$55
$\boxtimes$	DOT Drug Screen	Virginia – Hanover Clinic/Chester	\$45
$\boxtimes$	Basic Physical Exam	Virginia – Hanover Clinic/Chester	\$82
$\boxtimes$	Bus Driver Physical	Virginia – Hanover Clinic/Chester	\$75
$\boxtimes$	OSHA Respirator Questionnaire Review	Virginia – Hanover Clinic/Chester	\$25
$\boxtimes$	Respirator Physical Exam	Virginia – Hanover Clinic/Chester	\$70
$\boxtimes$	Pulmonary Function Test	Virginia – Hanover Clinic/Chester	\$50
$\boxtimes$	Respirator Fit Testing – Qualitative	Virginia – Hanover Clinic/Chester	\$36
$\boxtimes$	Breath Alcohol Testing	Virginia – Hanover Clinic/Chester	\$32
$\boxtimes$	Audiograms	Virginia – Hanover Clinic/Chester	\$30
	After Hours Testing For time sensitive testing only (post-accident or reasonable suspicion). This service is in the process of being developed in the Richmond market and expected to be fully implemented by November 1, 2023.	Virginia – Location TBD	\$400 per call-in
$\boxtimes$	Workers' Comp Injury Care	Virginia – Hanover Clinic/Chester	Varies based on treatment. Billed to TPA/Carrier.

\*\*Pricing quoted within this proposal is guaranteed for 30 days. All quoted pricing is subject to a 3% escalation per year.

"\*" Indicates what is included in our proposal. Bon Secours Occupational Health invites Henrico County Public Schools to consider our other employer-solution offerings and will provide additional details upon request.

#### **EXCEPTION TO THE COUNTY'S TERMS AND CONDITIONS**

There are no exceptions to the County's terms and conditions however, we would want to add the following ERD language to the agreement:

Company acknowledges and agrees that the provision of Services by Bon Secours Occupational Health will be provided in accordance with all of the following, all of which may be amended from time to time: (a) the Ethical and Religious Directives for Catholic Health Care Services as promulgated by the United States Conference of Catholic Bishops, and as interpreted by Bon Secours Occupational Health; (b) all applicable federal and state laws, regulations, and rules governing the Services; (c) the ethical policies of Bon Secours Occupational Health, including the Bon Secours Occupational Health Code of Conduct; and (d) any policies and procedures of Company that may be provided to Bon Secours Occupational Health prior to the Effective Date. Bon Secours Occupational Health will promptly notify Company in writing of any requirements of this Agreement that are in conflict with or inconsistent with standards set forth in this section.

#### AFTER HOURS TESTING PROTOCOL

Bon Secours Occupational Health in Richmond is in the process of developing an after-hours program for its contracted clients. This program is expected to be fully operational effective November 1, 2023. Through this program, Bon Secours Occupational Health will provide after-hours reasonable suspicion and post-accident testing for its clients. Any client contracted with these services will be able to request a drug and alcohol test be done on the employee at the company's discretion. The following outlines the process.

An after-hours number will be assigned so that the client can call to report the need for testing. A few questions will be asked to identify the specific services needed and location of which the technician will report. We will be able to provide the services in the following locations:

- 1. Westchester ED
- 2. MRMC ED (pending)
- 3. Short Pump ED (pending)

Once the initial call is placed the technician will be dispatched to the designated location. The technician will arrive within a reasonable amount of time, ideally within 1 hour of notification. Once on site the technician will perform Breath Alcohol Testing first, and results are reported immediately to Designated Employer Representative (DER). Labs will be taken after discussing with DER and sent off for testing. Drug Screen Results will be reported to the DER within 24-72 hours. This will vary based on donor's response to Medical Review Officer (MRO).

After hours testing will take place between the hours of 4:30pm and 8am M-F and 24 hours on weekends and holidays.

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#### **TAB 1:**

#### **Introduction and Signed Forms**

#### a. Cover Letter

March 3, 2023

Amy Anthes Procurement Analyst III Commonwealth of Virginia – County of Henrico 8600 Staples Mill Rd. P.O. Box 90775 Henrico, VA 23273

RE: RFP No. 23-2469-1ARA Employee Health Services for Henrico County Public Schools

Dear Ms. Anthes,

On behalf of Harness Health Partners (HHP), a division of Bon Secours Mercy Health, we are pleased to provide the following response to Henrico County Public Schools' RFP for Employee Health Services.

As a mission-based organization, our focus is to extend the compassionate ministry of Jesus by improving the health and well-being of our communities and bringing good help to those in need, especially people who are poor, dying, and underserved. HHP recognizes and appreciates the importance of maintaining your employees' health and welfare and is excited about the opportunity to partner with Henrico County Public Schools to provide employee health services.

HHP has the experience of successfully managing occupational health services such as physical examinations and drug/alcohol testing for organizations throughout the country, providing qualitydriven results in an efficient and timely manner. This experience, combined with our knowledge of the Richmond market and local regulations, allows us to confidently offer these screenings to your employees.

Thank you for the opportunity to participate in the RFP process. We look forward to hearing from you and are committed to establishing and maintaining a partnership that will help ensure your employees remain as healthy and productive as possible.

Sincerely,

DocuSigned by: Anne Durnington 2A93B3E221C94E4

Anne Dunnington Vice President, Harness Health Partners

## b. Proposal Signature Sheet – Attachment A

## ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. 23-2469-1ARA Employee Health Services for Henrico County Public Schools

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME): ADDRESS:	]
ADDRESS:	1
Harness Health Partners LLC 1701 Mercy Health PI, Cincinne	Hi, OH
FEDERAL ID NO: 87-0923810 SIGNATURE: 87-0923810	45237
Anne Durnington	
2A93B3E221C94E4	
NAME OF PERSON SIGNING (PRINT):	1
TITLE: Anne Dunnington, Vice President	
TELEPHONE: 804-263-3134	
FAX: EMAIL ADDRESS: Anne _ Dunnington@bshsi.org DATE:	

#### c. Business Classification Form – Attachment B

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM			
Company Legal Name: Harness Heatthy Partners UC			
This form completed by: Signature: Anne Dunnington Title: Vice President			
Date:			
PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES)			

BELOW.

(Check all that apply.) SMALL BUSENESS

WOMEN-OWNED BUSINESS

MINORITY-OWNED BUSINESS

5ERVICE-DISABLED VETERAN

EMPLOYMENT SERVICES ORGANIZATION

NON-SWaM (Not Small, Women-owned or Minority-owned)



If certified by the Virginia Minority Business Enterprises (DMBE), provide DMRE certification number and expiration date-NUMBER DATE

#### DEFINITIONS



"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. closure or legal resident allens, or in the case of a corporation, patnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more worken who are U.S. clizens or legal resident allens, and both the management and dely business operations are convolled by one or more worken.

"Minotify-owned business" means a business that is at least 51 percent owned by one or more innoving individuals who are U.S. clinees or legal resident aliens, and halfy business initiality company or other entity is owned by one or more innoving individuals who are U.S. clinees or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals who are U.S. clinees or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Missocity individual" means an individual who is a citizen of the United Source or a legal resident alien and who sucrifies one or more of the following definitions: 1. "African American" means a person having origins in any of the original peoples of Africa and who is segured as such by the community of which this person claims to be a pure.

2. "Asian American" means a person having origins in any of the original peoples of the Par East, Southeast Asia, the Indian subcontinent, or the Pacific latands, including but not limited to Japan, China, Viennam, Samoa, Laus, Cambodia, Taiwan, Northern Masiana Ialands, the Philippines, a U.S. musicoty of the Pacific, India, Pakistan, Bangladeath, or Sti Lanks and who is regarded as such by the community of which this person claims in be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Catabbeau Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a penson having origins in any of the original peoples of Noath America and who is argueded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled vescena business "means a business that is at least 51 percent ownted by one or more service disabled vestmans or, in the use of a corporation, parmentship, or limited liability company or other entity, at least \$1 percent of the equity ownership interest in the corporation, parmendap, or limited liability compare entity is owned by one or more individuals who are service dealided verenus and both the management and daily business operations are controlled by core or more individuals who are service disabled verenue. empany or other

"Service disabled veseran" means a veteran who (i) served on active dary in the United States military ground, caval, or air service, (ii) was discharged or released under conditions other dun dishonomole, and (iii) has a service-connected dashiity rating fixed by the United States Department of Veteorm Affairs.

"Hamployment services argunization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Pseilities (CARF) accredited vendor of the Department of Aging and Rehabilitative

#### d. Virginia State Corporation Commission Registration – Attachment C

#### ATTACHMENT C Virginia State Corporation Commission (SCC) Registration Information

The Offeror: Harness Health Partners

The second second	business entity with the following SCC identification
Is a corporation or other	business entity with the following SCC identification
11286048	number: -OR-
	numberOR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

#### e. Proprietary/Confidential Information – Attachment D

#### ATTACHMENT D PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

# NAME OF OFFEROR: Harness Health Partners LLC

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE	
offerer Qualifications	13	Section discusses growth strategy	
Appendix B	19-30	Section discusses growth strategy Includes Personal Identifiable Inform	nation

#### f. Direct Contact with Students – Attachment F

#### ATTACHMENT F

#### DIRECT CONTACT WITH STUDENTS

Name of Offeror: Harness Health Partners

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Vs. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify the following:

B None of the individuals who will be providing services that require direct contact with students on school property during regular school hears or during school-sponsored activities have been convicted of a violent felony set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child:

And (select one of the following)

- M None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.
- ÔĽ. П

One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual's civil rights.). -DocuSigned by:

Anne Durnington Signature of Authorized Representative

Anne Dunnington

Printed Name of Authorized Representative

Harness Health Partners

Printed Name of Vendor (if different than Representative)

#### TAB 2:

## **Statement of Scope**

1. Provide all labor, material, equipment and supervision to provide preemployment physical examinations, pre-employment urine drug screening and alcohol breath testing, annual physical examinations, random and post-accident urine drug screening, random and postaccident breath alcohol testing, and manual differential (85007) lab testing services on an if-and-when required basis during normal business hours and hours outside of normal business hours.

HHP can supply the labor, materials, equipment, and supervision of all required medical services and testing as defined within this proposal.

See **Appendix A (Clinic Maps and Hours of Operation)** for HHP clinic locations and hours in which we are available to serve Henrico County Public Schools.

# 2. Provide a minimum of one (1) Clinic Director, one (1) full-time Nurse Practitioner or Physician Assistant, and one (1) Medical Doctor specializing in occupational medicine.

Our goal is to provide exceptional service delivery to our patients. We take pride in employing a variety of well qualified healthcare professionals. We proudly operate under the direction of board-certified physicians specializing in Occupational Medicine supported by Physicians, Physician Assistants, Nurse Practitioners, Registered X-Ray Technicians, Medical Assistants, Clinical Staff, Billing Specialists, and dedicated administrative teams.

The clinical staff must maintain Virginia licenses and certifications as well as annual education and competencies. The physicians and staff are required to meet the standards set forth by CLIA (lab certification), DOT, OSHA, CDC, and other federal and state regulations.

HHP's administrative team for the Richmond market includes: Occupational Health Manager, Cody Kelser, Medical Director: Dr. Alan Thurman, M.D., Physician Assistant: Eduardo Alvarez, Nurse Practitioner: Stacy Jones, Employer Sales Consultant: Danielle Archer, HHP Occupational Health Program Manager: Sharon Cook.

HHP works under the Medical Directorship of Dr. Alan Thurman, M.D. Dr. Thurman has been a leader and expert of Occupational Health for over 30 years, practicing and lending consultative support to many of our local municipalities. He is certified by the American Board of Emergency Medicine and a National Registry Certified Medical Examiner. He is also a certified Medical Review Officer.

See Appendix B (Provider/Staff Resumes and CVs).

# 3. Provide the necessary equipment at clinic locations(s) for performing all required services.

HHP medical facilities are maintained to provide a clean and pleasing environment with state-ofthe-art medical equipment that is routinely inspected, calibrated, and serviced. These clinics provide patient waiting rooms, registration areas, multiple private treatment/exam rooms, ambulatory emergency treatment bays (ambulance access at Bon Secours Mercy Health emergency departments), private drug screen rooms, private breath alcohol testing rooms, audiometric sound proof rooms (audio booth), laboratory, triage areas, secured medical records area (meets HIPAA requirements), physical therapy, private physician offices, patient rest rooms, and private parking. All facilities are handicap accessible and provide a safe environment.

Equipment: HHP facilities have the following equipment at each location.

- Integrated digital and standard x-ray (maintain current state license)
- Audio Sound Booth (Daily calibration/and log) (Calibrated and inspected yearly by Bio-Med)
- Handheld Audio equipment (controls performed)
- Spirometer (PFT Testing) (Daily controls, Yearly inspected) (OSHA approved)
- Computer mask fit testing equipment (controls completed performed)
- Hood mask fit testing equipment (controls performed)
- EKG machine (12 lead) (Daily controls, yearly inspected)
- Titmus Machine (Vision Testing) (Daily Check) (Yearly inspected)
- Eye Chart
- Laboratory Equipment (CLIA License) (Daily Controls) (Yearly Inspection)
- Urine Drug Screen/Breath Alcohol equipment (Checked daily and meets Federal Standards)
- AED (Check daily/Yearly inspected)
- Oxygen tanks (Checked daily)
- Slit Lamp (Inspected yearly)
- Hazmat spill equipment
- Blood Pressure equipment
- Blood Born Pathogen Spill Kits
- Scales
- Injury treatment supplies (Cast, Splints, bandages, sutures, eye patches, crutches, etc.)

All equipment is inspected per manufacturer's maintenance guidelines, OSHA regulations and Biomed standards. Equipment is checked and logged daily with an annual inspection completed.

# 4. Provide test and examination results to the Director, or their designee, from the requesting department (Human Resources or Transportation) within three (3) business days of the day the test or examination was performed.

HHP provides most routine examination and test results within 24-48 hours (depending on the test; For Example: Hazmat could be up to 4 days and Rabies titers can vary).

X-ray results are typically provided within 24-48 hours. PFT, Vision, EKG, and Audiograms are usually resulted at the time of service (unless results are abnormal, and need follow up measures which would be communicated).

5. Provide test results to the Director, or their designee, from the requesting department (Human Resources or Transportation) for random and post-accident urine drug screenings and breath alcohol testing on the same day as the test or as soon as the results are available.

HHP utilizes an occupational health software system called Systoc for our EMR needs which features a portal system called Pure OHS that offers a set of tools to boost operational efficiencies. Built as a mobile platform, your team can manage and access data through our results portal. Our software is used to document, monitor, analyze and manage health care delivery from our organization to yours.

PureOHS is a single sign-on, secure web-based occupational health medical records portal. This HIPAA-compliant system can be implemented and ready for use immediately, as no installation is required from your IT staff. PureOHS accepts data from most human resource management systems so employee information can be uploaded automatically and updated on a regular schedule.

Some beneficial features include:

- 24/7 access
- Ability to provide more timely documentation
- Direct access to employee results
- Electronic notifications when results are ready
- Reporting and downloading capabilities
- Search engine functionality
- Customizable for client administration and access to all employee test results

# 6. Provide interpretation services for the results of testing and physical examinations.

Bon Secours Mercy Health recognizes that effective communication is one of the key factors in providing patient centered care. We do not discriminate, but honor the rights of individuals with disabilities.

Sign and foreign language interpreters provide hearing impaired and Limited English Proficient (LEP) patients interpreting services for medical treatment and care at no charge.

For deaf and hard of hearing patients, we offer VRI technology. For LEP patients, we provide dual-handset phones for ease of communication with providers.

#### Language Interpreters

Bon Secours Mercy Health provides free aids and services to people with disabilities to communicate effectively with us such as:

- Qualified sign language interpreters
- Written information in other formats (large print, Braille, audio, accessible electronic formats, other formats)

All patients have access to interpretation services 24/7 at no personal cost to them.

## 7. Maintain and secure all health records of employees serviced.

Patient confidentiality is of the utmost importance to us and all patients are respected and provided the highest quality of consideration and care. Medical records are securely maintained either onsite or electronically, in accordance with our policy.

# 8. Establish, maintain and provide the Human Resources Department, on a quarterly and year-end basis, with statistical and management reports, as agreed upon by HCPS and the Successful Offeror(s), relating to the efficiency and productivity of the health clinic.

Quarterly meetings will be held with Human Resources or designee to discuss any areas requiring review, consultation, support, or guidance. Our goal is to have strategic and inclusive conversations with Henrico County Public Schools to posture our efforts around developing efficient outcomes and strengthening our partnership.

# 9. Comply with all federal, state, and local laws including the Health Insurance Portability and Accountability Act of 1996 as applicable. Successful Offeror must execute a HIPPA Business Associate Agreement.

HHP is compliant with HIPAA standards for Privacy of Individually Identifiable Health Information. All service records are created, monitored, and maintained in compliance with applicable federal and state information privacy and security regulations. Our physicians and personnel have a clear understanding and comply with these regulations as well as NFPA Standards 1582 and 1583, the GINA act, and all ADA regulations. Medical records are securely maintained either onsite or electronically, in accordance with our policy.

#### **TAB 3:**

## Approach and Implementation of Services

HHP takes a custom approach to implementing your program, as scope and timing varies by each initiative and will be discussed at onboarding meetings.

We follow all regulated requirements in the delivery of occupational health services and are positioned to be a strong resource in the event workers' compensation claims need to be managed.

Additional information is needed to appropriately address this question, however, the following components are what HHP can offer:

- Upon award, we will meet with Henrico County Public Schools to establish standard protocols and
- A detailed project plan that is reviewed with a work breakdown structure as well as a comprehensive implementation plan from development to deployment
- An exact timeline will be determined following a needs-assessment of your program and any specific communication needs
- An assigned account liaison to manage and lead the entire transition process, tracking all deliverables and milestones in partnership with Henrico County Public Schools to ensure a successful implementation

#### **TAB 5:**

#### References

 York County Public Schools
 Address: 302 Dare Rd Yorktown, VA 23692
 Dates of service: Since at least 2011 - Present

Contact: Melissa Gunn Title: Personnel Specialist Ph: 757-898-0441 E-mail: Mgunn@ycsd.york.va.us

Contact: Nikia Belizaire Title: Personnel Specialist Ph: 757-898-0441 E-mail: <u>Nbelizaire@ycsd.york.va.us</u>

 City of Newport News Address: 700 Town Center Drive, Ste 200, Newport News, VA 23600 Dates of service: Client since 08/07/2003

Contact: Latessa Davis Title: Assistant Director, HR Department Ph: 757-892-3691 E-mail: <u>Itdavis@nnva.gov</u>

 Hanover County Address: 7516 County Complex Road, Hanover, VA 23069 Dates of service: September 2015 - Present

Contact: Jim Taylor, ICMA-CM Title: Deputy County Administrator for Hanover County Ph: 804-365-6848 (office) E-mail: jptaylor@hanovercounty.gov

#### **TAB 6:**

#### **Exceptions**

At Harness Health Partners, we value and often request feedback from our employer partners as we continue to identify the best customized solutions to fit their business needs.

We currently offer after-hours testing services in other markets we serve and are in the process of developing an "on-call" service to be available in and around the Richmond market for those time sensitive testing requests.

Upon award of the contract, we would love the opportunity to partner with you in identifying the best path forward to build an effective after-hours testing program for your organization.

# **TAB 7:**

Assumptions – N/A at present time.

#### **TAB 8: - Appendices**

## **APPENDIX A: Clinic Maps and Hours of Operation**



Harness Health Partners is the employer health solutions company for Bon Secours. For evening or weekend care, or in case of life-threatening injury, please check nearby locations offering 24/7 emergency care.

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Harness Health Partners is the employer health solutions company for Bon Secours. For evening or weekend care, or in case of life-threatening injury, the following convenient locations offer 24/7 emergency care.