

AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR PHYSICIAN/MEDICAL PRACTITIONER SERVICES (CONTRACT 26037HRPS) BETWEEN THE CITY OF WILMINGTON AND INNOVATIVE WORK HEALTH SOLUTIONS LLC

#0243

Sponsor:

Council
Member
Harlee

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, in accordance with City Code Section 2-158, the City issued a Request for Proposals for Physician/Medical Practitioner Services (Contract 26037HRPS) (the “RFP”); and

WHEREAS, Innovative Work Health Solutions LLC (the “Medical Provider”) submitted the highest rank proposal in response to the RFP; and

WHEREAS, the City desires to enter into an agreement (the “Agreement”) with the Medical Provider for physician/medical practitioner services, a copy of which Agreement, in substantial form, is attached hereto and incorporated herein by reference as Exhibit “A”; and

WHEREAS, the term of the Agreement is for a period of two (2) years commencing on July 1, 2026 and ending on June 30, 2028, at the estimated cost of One Hundred Thousand Dollars (\$100,000.00) per year, with the possibility of one (1) one-year extension thereafter on the same terms and conditions; and

WHEREAS, it is the recommendation of the Department of Human Resources that the City enter into the Agreement; and

WHEREAS, City Council deems it necessary and appropriate to authorize the City to enter into the Agreement.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. The Agreement (being the Agreement for Physician/Medical Practitioner Services (Contract 26037HRPS) between the City of Wilmington and Innovative Work Health Solutions LLC), a copy of which Agreement, in substantial form, is attached hereto as Exhibit “A,” for the period of two (2) years from July 1, 2026 through June 30, 2028, at the estimated cost of One Hundred Thousand Dollars (\$100,000.00) per year, with the possibility of one (1) one-year extension thereafter on the same terms and conditions, is hereby approved, and the Mayor, or his designee, is hereby authorized to execute as many copies of the Agreement, as well as to take all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... June 4, 2026
Second Reading..... June 4, 2026
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved as to form this 3rd
day of June, 2026.

Elizabeth T. Power
Senior Assistant City Solicitor

Approved this ____ day of _____, 2026.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of an agreement (Contract 26037HRPS) between the City of Wilmington and Innovative Work Health Solutions LLC for physician/medical practitioner services for the period of two (2) years from July 1, 2026 through June 30, 2028, with the possibility of one (1) one-year extension thereafter on the same terms and conditions.

FISCAL IMPACT STATEMENT: The Office of Management and Budget has reviewed and analyzed this Ordinance and its Exhibit A. The fiscal impact of this Ordinance is an expenditure of \$100,000 per year for the provision of occupational health and related medical services to City employees through the Department of Human Resources. The Agreement has an initial term of two years, beginning July 1, 2026, for a total initial contractual cost of \$200,000. The Agreement may be extended by mutual agreement for one additional year, which would result in an additional cost of \$100,000, bringing the maximum potential contract cost to \$300,000 if the renewal option is exercised.

The Agreement does not permit fee increases during its term. In addition, Innovative Work Health Solutions LLC will provide U.S. Department of Transportation-mandated annual medical examinations for commercial vehicle drivers and Medical Review Officer services at no additional charge.

Sufficient funding has been appropriated for this Agreement in the Workers' Compensation Fund in the Department of Human Resources for Fiscal Year 2027. Future expenditures after Fiscal Year 2027 remain subject to available appropriations in the applicable fiscal year budget.

W0132481

EXHIBIT A

AGREEMENT FOR PHYSICIAN/MEDICAL PRACTITIONER SERVICES

(Contract 26037HRPS)

This Agreement for Physician/Medical Practitioner Services (Contract 26037HRPS) (this “Agreement”) is entered into on this ____ day of _____, 2026, to be effective on July 1, 2026 (the “Effective Date”) by and between the CITY OF WILMINGTON, a municipal corporation of the State of Delaware (the “City”), and INNOVATIVE WORK HEALTH SOLUTIONS LLC, a Delaware limited liability company (the “Medical Provider”).

RECITALS:

WHEREAS, the City desires to obtain high quality, cost effective occupational related health care services for its employees and related services for the City; and

WHEREAS, the City issued a request for proposals (City Contract 26037HRPS) (the “RFP”) to obtain a medical provider qualified to perform such services; and

WHEREAS, the Medical Provider submitted the highest ranked response to the RFP; and

WHEREAS, the City desires to engage the Medical Provider to provide the aforementioned services.

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein and other good and valuable considerations, the parties mutually agree as follows:

I. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth below:

A. “Case Management” shall include the following services. The Medical provider shall perform the initial evaluation of Employees who have been injured on the job. The Medical Provider shall provide treatment recommendations, determine disability, and determine an approximate return to work date in coordination with the City’s approved third-party administrator, if applicable. If the Employee is treating elsewhere for injuries sustained on the job, the Medical Provider shall contact the Employee’s primary care physician, discuss patient findings, and discuss an appropriate treatment plan. Employee care shall be monitored by the Medical Provider, and suggestions will be made regarding appropriateness of care, disability, and, if necessary, the rejection of claims. A review of the Employee job site by the Medical Provider may be performed in order to determine the cause of injury and suggestions for the deterrence of job injuries. The Medical Provider shall establish criteria to determine modified duty for specific job functions. Rehabilitation progress and the timely return to work of the Employee shall be monitored by the Medical Provider.

B. “Covered Services” shall mean those services provided by the Medical Provider to Employees and/or the City, which include, but are not limited to, the following:

- Acting as the City's chief medical official and consulting with the Director of Human Resources, the Occupational Health, Safety & Loss Prevention Programs Manager and other management Employees on policy and other issues, as required
- Pre-employment physical examinations for prospective Employees
- Annual DOT physical examinations for Employees who are CDL drivers
- Medical Review Officer services
- Annual physical examinations for Employees, as required
- Physical examinations for Employees for specific job requirements
- Evaluation of Employees' fitness for duty, including fitness for duty examinations, as defined in the City's collective bargaining agreements
- Examination, treatment, therapy, and rehabilitation for Employee work-related injuries
- Expert witness testimony in connection with Employee work-related injuries
- Initial evaluations of Employees' injuries/illnesses
- Treatment of Employees' injuries/illnesses
- Referrals of Employees to specialists, including, but not limited to, specialists in the fields of occupational medicine, orthopedics, neurology, psychiatry, and psychology
- Ergonomic evaluations of Employees
- Return to work evaluations for Employees
- Orthopedic and neurological consultations regarding Employees
- Disability assessments for Employees
- 24 hour on-call service for all Employee occupational injuries
- Personnel and workplace safety evaluations
- Modified duty program implementation for Employees
- Permanency and disfigurement ratings for Employees
- Consultation with City dispensary staff on all workers' compensation injuries
- Medical Provider daily coverage as required in Section II(B) of this Agreement
- Case Management for Employees (may include working with a third-party administrator)
- Communication with the City's Occupational Health, Safety & Loss Prevention Programs Manager and its Director of Human Resources regarding Case Management
- Evaluation of other physicians' plans for care and treatment of Employees with work-related injuries, including reviewing all treatment notes
- Conduction of wellness programs and health risk appraisals

C. "Employee" means any individual who is legally considered an employee of the City by the City's Department of Human Resources.

D. “Medical Provider” shall have the meaning: (1) ascribed to such term in the first grammatical paragraph of this Agreement and (2) contained in the definition of “city medical provider” located in Section 2-158 of the City Code.

II. MEDICAL PROVIDER OBLIGATIONS

A. Covered Services; Personnel. The Medical Provider shall provide the Covered Services, to the extent that they are part of the Medical Provider’s legally permitted operations, to the City and its Employees pursuant to this Agreement. The Medical Provider shall provide one (1) medical doctor certified to practice in Delaware and two (2) duly licensed Advanced Practice Registered Nurses certified for independent practice in Delaware to collectively perform the Covered Services.

B. Schedule. The Medical Provider shall provide daily coverage from Monday through Friday to the City in accordance with the following schedule:

Monday	8:15 a.m. - 11:15 a.m.	City Dispensary
	11:15 a.m. - 5:00 p.m.	On Call
Tuesday	8:15 a.m. – 5:00 p.m.	On Call
Wednesday	8:00 a.m. - 11:00 a.m.	City Dispensary
	11:15 a.m. - 5:00 p.m.	On Call
Thursday	8:15 a.m.- 5:00 p.m.	On Call
Friday	8:15 a.m. - 11:15 a.m.	City Dispensary
	11:15 a.m. – 5:00 p.m.	On Call

If the City dispensary is closed on any Monday, Wednesday, or Friday, the Medical Provider shall provide coverage in the City dispensary on either Tuesday or Thursday of the same week.

C. Timeliness. It is imperative that the Medical Provider strictly comply with the start times listed in Section II(B) of this Agreement by being present and ready to meet with the first patient of the day promptly at 8:15 a.m. A repeated failure to do so shall constitute a breach of the Medical Provider’s obligations under this Agreement and may result in a termination of this Agreement.

D. Conduct of Medical Practice. The Medical Provider shall conduct its medical practice and provide the Covered Services in accordance with recognized standards in the medical community for health care and ensure that the Covered Services are provided to Employees in a courteous and prompt manner, in a well maintained, clean office environment, and in such a fashion that Employees are in no way accorded a different level of treatment than any of the Medical Provider’s other patients.

E. Credentialing. The Medical Provider agrees to provide the necessary information to satisfy the credentialing process to be conducted by the City.

F. Medical Education. The Medical Provider agrees to participate in continuing medical education not less than in accordance with generally accepted medical practice standards in the community at the time.

G. Professional Liability Insurance. The Medical Provider shall maintain and provide verification of during the term of this Agreement, at the Medical Provider's sole cost and expense, professional liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. In the event this insurance is maintained on a "claims made" basis, the Medical Provider agrees to maintain appropriate tail coverage for claims reported in future years for acts or omissions regarding services provided during the term of this Agreement.

H. Other Insurance Coverage. In addition to the professional liability insurance coverage required by Section II(G) of this Agreement, the Medical Provider shall provide for itself and all of its employees, if any, at the Medical Provider's sole cost and expense, the following coverage: (1) workers' compensation coverage as required by law; (2) employer's liability coverage in the minimum amount of One Million Dollars (\$1,000,000.00); and (3) commercial general liability coverage for personal injury, including death, property damage, contingent liability for any subcontractors involved in the Medical Provider's performance of this Agreement, and contractual liability in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate.

I. General Requirements for All Insurance Coverage. All insurance policies required to be obtained by the Medical Provider under this Agreement shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City. The Medical Provider shall provide the City with a certificate(s) of insurance evidencing the required coverage and naming the City as an additional insured with respect to the commercial general liability policy. Each policy required to be obtained by the Medical Provider under this Agreement shall provide at least sixty (60) days' advance written notice of the insurer's intention to: (1) cancel, refuse to renew, or otherwise terminate the policy; (2) suspend or terminate any coverage under the policy; (3) reduce any policy limits; (4) increase any policy deductibles; or (5) otherwise alter any terms or conditions of the policy or a renewal issued by the same insurer.

J. Medical Records. The Medical Provider shall maintain medical records in a current, detailed, organized, and comprehensive manner, and in accordance with applicable state and federal laws and customary medical practice. Medical records shall be legible, reflect all aspects of pertinent care, contain a current and complete medical history, and list all allergies, medications, and diagnoses. For each patient encounter, there shall be completed, dated, and signed progress notes which, at a minimum, contain the chief complaint or purpose of the visit, diagnosis of findings and therapeutic plan. Where appropriate, there shall be evidence of the follow-up of previous encounters. The Medical Provider agrees that the City or its designee shall have the right to inspect at all reasonable times, any accounting, financial, administrative, or medical records maintained by the Medical Provider pertaining to Covered Services provided to an Employee and/or the City under this Agreement. The Medical Provider shall make available

for inspection by federal and/or state agencies all records related to the Covered Services provided under this Agreement as is required by federal or state law. Notwithstanding termination of this Agreement or termination of Medical Provider's participation for any reason, the access to records and data granted hereunder shall survive the termination, cancellation, or expiration of this Agreement.

K. Notification Regarding Workers' Compensation. The Medical Provider shall disclose to the City's Director of Human Resources and its Occupational Health, Safety & Loss Prevention Programs Manager if an Employee being evaluated for possible workers' compensation benefits is an existing patient of the Medical Provider or becomes so during the course of the administration of a workers' compensation claim by the City.

III. CITY OBLIGATIONS

A. City Dispensary. The City shall maintain a City dispensary in accordance with applicable laws and professional regulations for use by the Medical Provider to provide the Covered Services as set forth in Section II(B) of this Agreement.

B. Compensation. The City shall pay the Medical Provider One Hundred Thousand Dollars (\$100,000.00) per year for the provision of Covered Services to the City and its Employees during the Term (as defined below) of this Agreement via monthly payments in the amount Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$8,333.33) for eight (8) months and Eight Thousand Three Hundred Thirty-Four Dollars (\$8,333.34) for four (4) months of each year of the Term. Compensation for Covered Services is due and payable on the first (1st) day of each month and is considered late on the tenth (10th) calendar day of that same month, except that compensation for July 2026 shall not be due until July 10, 2026 and shall not be considered late until July 20, 2026. The Medical Provider shall provide annual DOT physical examinations and Medical Review Officer services free of charge, and it shall not increase its fees during the Term of this Agreement.

IV. TERM AND TERMINATION

A. Term. This Agreement shall commence on the Effective Date and shall continue in effect for a period of two (2) years from the Effective Date (the "Initial Term") unless terminated sooner pursuant to Section IV(B) or IV(C) of this Agreement. This Agreement may be extended, by mutual agreement of the parties, for one (1) additional year after the expiration of the Initial Term (the "Renewal Option") and the Renewal Option together with the Initial Term shall constitute the "Term").

B. Termination for Convenience. This Agreement may be terminated for any reason whatsoever by either party by giving ninety (90) calendar days' advance written notice to the other party. In the event of such termination, the City shall pay to the Medical Provider any fees then due for Covered Services performed by the Medical Provider through the effective date of termination to the extent that the City has not already paid in advance for them, if the Covered Services have been performed as specified in this Agreement, and the Medical Provider shall deliver to the City any deliverables, reports, or other documents to the extent then completed.

Any such payment from the City to the Medical Provider shall be prorated on a daily basis to include only the days of the applicable month that occur prior to the effective date of termination. To the extent that the City has already paid in advance for the Covered Services for the month in which the termination becomes effective, the Medical Provider shall provide the City a refund prorated on a daily basis for the days of such month that occur after the effective date of termination.

C. Termination for Cause. This Agreement may be terminated by either party by giving thirty (30) calendar days' written notice to the other party of a breach of the Agreement. Any such termination shall be effective on the date stated in the notice of termination if the breaching party has failed to cure the breach, as determined by the non-breaching party, prior to the expiration of thirty (30) calendar days from the date of such written notice.

V. ADDITIONAL TERMS AND CONDITIONS

A. Independent Contractor. The Medical Provider is an independent contractor. Nothing in this Agreement shall be construed or be deemed to create any relationship of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of an independent contractor between the Medical Provider and the City.

B. Taxes. The Medical Provider shall deduct City of Wilmington wage taxes from the compensation of its employees in accordance with the City of Wilmington wage tax law, if applicable.

C. Use of Subcontractor. The Medical Provider shall not use any subcontractors to perform any of the services required under this Agreement without the prior written approval of the City.

D. Indemnification. The Medical Provider shall defend, indemnify, and hold harmless the City, its Employees, agents, and officers, from and against any and all claims, damages, actions, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from the acts or omissions of the Medical Provider, its employees, agents, or subcontractors.

E. Reports and Information. The Medical Provider, at such time and in such form as the City may require, shall furnish the City such periodic reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.

F. Licenses. The Medical Provider shall obtain an appropriate business license from the City Department of Finance and any other required business licenses. The Medical Provider shall obtain and maintain all necessary professional licenses for the practice of medicine.

G. Notices. Any notice which is required or may be given under this Agreement shall be given by mailing such notices by certified or registered mail, addressed to the respective addresses of the parties as follows:

The City:

Claire DeMatteis, Director
Department of Human Resources
City of Wilmington
800 North French Street, 4th Floor
Wilmington, Delaware 19801-3537

The Medical Provider:

William Holland
Innovative Health Work Solutions LLC
2300 Pennsylvania Avenue, LLA1
Wilmington, Delaware 19806

H. No Oral Modifications. This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

I. Applicable Law and Dispute Resolution. The laws of the State of Delaware shall govern this Agreement. All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be resolved exclusively by a court of competent jurisdiction located in New Castle County, Delaware. The Medical Provider agrees to submit exclusively to the jurisdiction of said court.

J. System and Organization Control Reports. The Medical Provider shall maintain and upon request provide to the City any and all System and Organization Control Reports (also known as Service Organization Control Reports) ("SOC Reports") the Medical Provider has acquired that are related to the Medical Provider's business. The City shall treat all SOC Reports as confidential information and shall not disclose any SOC Report to a third party, except that disclosure shall be permitted to the City's internal and external auditors, attorneys, and other advisers. Notwithstanding the foregoing, if the City receives a request under the Delaware Freedom of Information Act ("FOIA") for documents that include a SOC Report, the City shall promptly notify the Medical Provider of the request and provide the City Law Department's opinion on whether disclosure of the SOC Report is required. If the City Law Department determines that disclosure of the SOC Report is required pursuant to FOIA, the City shall be free to disclose the SOC Report in accordance with the deadline set forth by FOIA.

K. Covenants. The Medical Provider covenants that it will comply with all applicable local, state, and federal laws and regulations in the performance of this Agreement.

L. Discrimination and Harassment. The Medical Provider agrees not to discriminate in the treatment of Employees or otherwise on the basis of sex, age, marital status, religion, race, color, national origin, place of residence, sexual orientation, gender identity, health status, or source of payment for services.

M. Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and the Medical Provider, and their respective legal representatives, successors, and assigns.

N. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

O. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered to be as fully binding as if all parties had signed the same document. All such counterparts (including those executed and delivered by facsimile or e-mail) shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

P. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and shall supersede any prior written or oral agreement pertaining to the subject matter hereof.

Q. Survival. All provisions of this Agreement providing for indemnification or limitation of or protection against liability of the City shall survive the termination, cancellation, or expiration of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

CITY OF WILMINGTON

WITNESS: _____

By: _____

Claire DeMatteis
Director of Human Resources

**INNOVATIVE HEALTH WORK
SOLUTIONS LLC**

WITNESS: _____

By: _____

Name:
Title:

W0132469