



Request For Information:
Independent Contractor to Serve as a Medical
Assistant Instructor

The Wisconsin Primary Health Care Association (WPHCA) is forwarding a Request for Information (RFI) for a Medical Assistant (MA) Consultant. Responses to the proposal should be made no later than **Wednesday, June 1st, 2022, 4:00 pm CST**. Responses should be made to **Beth Johnson, Program and Administration Assistant**, as indicated below. All communication should be directed to the primary contact. Responses may be delivered by email to the primary contact's email address below. If you would like to deliver your response via a different method, please reach out to the primary contact to discuss further. Information regarding the **Wisconsin Primary Health Care Association** is considered proprietary and should not be shared outside of your organization without permission.

Contact Information, Background, and Purpose

Primary Contact for RFI related questions and information about WPHCA

- Name: Beth Johnson
- Title: Program and Administration Assistant
- Office/Location Address: 5202 Eastpark Blvd., Suite 109, Madison WI, 53718
- Phone Number: (608) 443-2960
- E-Mail address: bjohnson@wphca.org
- WPHCA's Home Page: www.wphca.org

Background

WPHCA is a non-profit, membership organization representing 17 of Wisconsin's Federally Qualified Community Health Centers (FQHCs or CHCs). WPHCA was founded in 1982.

- WPHCA's current overarching vision is that all individuals in Wisconsin achieve their highest health potential.
- WPHCA's mission is to improve health through the work of Community Health Centers and their partners.
- In 2021, WPHCA advanced a vision for racial equity and inclusion transformation work: WPHCA is a wildly welcoming and inclusive organization that models growth and learning in a multicultural workforce. We are a catalyst for change in Wisconsin as we address and repair past and present harms in healthcare. To achieve this vision, we will adopt anti-racist strategies, working

at the intersections of structural racism and the social determinants of health, and will support our partners in doing the same.

WPHCA supports Health Centers with expanding medical, dental, behavioral health, substance use disorder, treatment and recovery and enabling services; clinical, financial, and operational performance improvement training and technical assistance; assistance with community needs assessment and governance training; workforce development, and; fostering relationships and collaborations with key stakeholders. Building and developing a workforce for the future is one of the Health Centers' top priorities, which has been accelerated by the COVID-19 pandemic. Building off a successful Medical Assistant Apprenticeship program and curriculum used at the Washington Association of Community Health, WPHCA is launching this program to train people from the community with an interest in serving others as a Medical Assistant.

Purpose

- WPHCA is developing a 12-month Medical Assistant Apprenticeship (MAA) Program. The program prepares participants to take the Certified Clinical Medical Assistant (CCMA) test through the National Healthcareer Association. The program:
 - Is an in-house apprenticeship program through the Wisconsin Primary Health Care Association (WPHCA) and is not registered through the Wisconsin Department of Workforce Development.
 - The curriculum has been prepared by and leased from the Washington Association for Community Health's In-Reach Medical Assistant Apprenticeship Program.
 - A pilot cohort begins Fall 2022 and will be accepting 20 apprentices from Health Centers across the state.
 - Programming will be primarily virtual with three -in person lab days over the course of a 12-month program.
- WPHCA is interested in engaging an independent contractor with clinical experience who will serve as the Medical Assistant Instructor for the MAA program and to fulfill the responsibilities described in this RFI. Contractors with demonstrated experience working as a Medical Assistant or having directly supervised Medical Assistants are preferred.

Request

WPHCA is requesting proposals for an independent contractor who will serve as a Medical Assistant (MA) Instructor for a new Medical Assistant Apprenticeship (MAA) Program. The consultant will be responsible for the oversight and expert instruction of MA apprentices throughout a 12- month program. The MA Instructor, with guidance and support from WPHCA staff, will provide online and hands-on instruction to students who are completing the online curriculum and on-the-job training requirements.

The expected commitment is approximately 10 hours per week for the following responsibilities:

- Serve as a subject matter expert and instructor for apprentices to achieve a Certified Clinical Medical Assistant (CCMA) credential.
- Demonstrate and teach technical skills to Medical Assistant apprentices at three in-person lab days at designated clinical sites across Wisconsin over a 12-month program.
- Hold online “office hours” via the e-learning platform to perform the following functions:
 - Check the discussion board and course email; respond to student questions
 - Conduct Q & A chat sessions with students
 - Take phone calls from students
 - Reach out to struggling or un-involved students
- Work collaboratively with WPHCA’s MAA program staff to review the program curriculum and suggest strategies for program development and improvement.
- Review and grade apprentices’ online assignments and provide individual feedback to apprentices in a timely manner.
- Individually support program graduates in preparing for the CCMA exam.
- Monitor apprentices’ academic progress, clinical skills development, and report concerns to MAA program staff.
- Meet with MAA program staff on a regular basis to touch base on curriculum progress, challenges, or barriers.
- Attend any virtual kick-off, orientation, and graduation events as requested.
- Attend the quarterly Apprenticeship stakeholder meetings as requested.
- Perform other duties of a training provider role and support other program activities as needed.

Technical Skills and Qualifications

- Current Certified Clinical Medical Assistant (CCMA) credential OR current nursing licensure with experience supervising MAs. Bachelor's degree preferred.
- 2+ years of work experience, including recent industry experience within 5 years
- Possess (or be able to obtain within 90 days of initial employment) a current health care provider CPR certification and First Aid Certificate.
- Experience effectively working with diverse groups of people including those from various racial or ethnic identities, sexual orientations, religious backgrounds, genders, ages, socio-economic backgrounds, linguistic skills, and physical or learning abilities.
- Commitment to an inclusive and equitable working and learning environment.
- Demonstrated effective written and verbal communication skills, including ability to make effective presentations in front of small and large groups; an ability to facilitate meetings, solicit feedback, and make recommendations. Ability to share information in a variety of styles and formats to meet learners' needs.
- Demonstrated effective conflict resolution and problem-solving skills.
- Solid interpersonal, written, and oral communication skills.
- Ability to work independently in a virtual environment.
- Experience with online or hybrid learning.
- 2+ years of experience teaching MAs or a related discipline at a community or technical college is preferred.
- Experience with Canvas Learning Management System preferred, but not required.
- Proof of complete COVID-19 vaccination status required.

Other Requirements

- Must be able to travel within the state of Wisconsin, which may include overnight stays.
- Must be able to work weekends, approximately 1 Saturday per month.
- Must be able to transport themselves to various locations around the state safely.
- Possession of a valid Driver's License

Request for Information (RFI)

Clinical consultants interested in being considered for this role should complete and submit:

- a cover page that includes the consultant's contact information
 - Business name
 - Primary contact
 - Title
 - Office/Primary location Address
 - Phone number
 - E-Mail address
 - Organization's Internet Home Page
- a CV or resume and 3 professional references for individuals and/or organizations where similar work has been performed.
- Ability to comply with requirements outlined in WPHCA's standard independent contractor agreement to formalize an engagement attached as an addendum to this RFI.
- Hourly rate to complete the requested scope of work.

Decision Making and Scope of Work Timeline

Due Date	Deliverable
May 9, 2022	WPHCA releases the request for information for independent contractor to serve as an MA Instructor
June 1, 2022	RFI responses due to WPHCA by 4:00 p.m. CST
June 5 – 17, 2022	WPHCA reviews RFI submissions and schedules interviews with consultants
June 17-July 15, 2022	Offer extended to consultant, contracting, and introduction to WPHCA



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT dated [INSERT DATE] is made by and between Wisconsin Primary Health Care Association (hereinafter “**Company**”), AND [INSERT NAME], whose address is [INSERT ADDRESS] (hereinafter “**Contractor**”) (collectively referred to as the “**Parties**”).

WHEREAS, Company and Contractor desire to enter into a business relationship upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, each party is duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** The term under this agreement shall begin as of [INSERT DATE] and shall continue until Contractor completes his or her services, as defined by the Scope(s) of Services (“**SOS**”) under this Agreement or until terminated by either party (see §7 below), whichever comes first. Upon the expiration of the term or earlier termination of this Agreement, the Contractor shall deliver to Company all completed work to date and any records or other property belonging to Company.
2. **Compensation**
 - a. **Payment.** Contractor shall be compensated and reimbursed for the Services as set forth on Exhibit A-Scope of Services. Payment is to be made only for Services rendered to Company pursuant to this Agreement.

- b. **Payment Terms.** The Contractor will submit invoices to Company for services rendered according to the payment schedule described herein. The Company will pay the Contractor within thirty (30) days of receipt.
 - c. **Business Expenses.** Company will reimburse Contractor for all reasonable and properly documented business expenses that are necessarily incurred in direct connection with carrying out Contractor's duties and responsibilities and approved in advance by Company in accordance with Company's expense reimbursement policies. Costs relating to such things as lobbying, fundraising, fines, penalties, first class travel, entertainment, and related incidental costs, such as bar charges, tips, personal telephone calls, and laundry charges are unallowable.
- 3. **Contractor Services.** The Contracted Services (the "Services") to be performed under this Agreement are defined in Exhibit A – Scope of Services. In addition to any Services specified in this Agreement, Contractor shall have such job duties, change orders, and additional Services as may from time to time be reasonably assigned to Contractor by Company within the scope of services or reasonable contemplated by this Agreement. Company and Contractor shall negotiate the terms of compensation for any additional Services required by Company if such additional Services require substantially more time, effort, or expense by Contractor. Contractor acknowledges that by virtue of Contractor's position and responsibilities, Contractor will have fiduciary duties to Company and a duty of loyalty to Company and will, at all times, act in a manner consistent with these duties and abide by Company's reasonable rules and regulations.
- 4. **Relationship of the Parties.** Contractor is an independent contractor, not Company's employee, and nothing in this Agreement shall create an employment, agency, joint venture, or partnership relationship between the Parties. No agent or employee of the Independent Contractor shall be or shall be deemed to be an employee or agent of Organization. Contractor is responsible for determining the method and means of performing the Services, subject to the parameters, specifications, objectives, and timeline given by Company. In addition, nothing in this Agreement shall require the Parties to

provide one another with confidential information or trade secrets (as defined below) in their respective possession.

5. **Independent Contractor Responsibilities.** The Contractor shall be responsible for payment of all taxes including Federal, State and local taxes in addition to any self-employment taxes arising out of the Contractor's activities in accordance with this agreement. The Contractor will be solely and entirely responsible for his/her acts and the acts of his/her agents, employees and subcontractors during the performance of this Agreement. The work performed under this Agreement will be performed entirely at the Contractor's risk. The Contractor agrees to indemnify Organization for any and all liability or loss arising in any way out of the performance of this Agreement, unless such liability or loss was caused by Organization's negligence.
6. **Assignment and Subcontractors.** Contractor may not assign this Agreement. Also, Contractor may not use subcontractors to perform the Services without the prior written consent from Company. Such consent shall not be unreasonably withheld by Company.
7. **Termination**
 - a. **At-Will Contractor.** Either Party may terminate this Agreement at any time, with or without cause, by providing the required notice. This Agreement shall also be terminated as follows: (i) for just cause, including, without limitation, breaching a provision of this Agreement; (ii) upon the death of the Contractor; (iii) upon Company dissolving; becoming insolvent, filing bankruptcy, or ceasing all business operations; (iv) sale of the business of either Party; or (v) by mutual written agreement of the Parties.
 - b. **Notice Required.** Where this Agreement is terminated due to Contractor breaching a provision of this Agreement or other just cause, Company may terminate this Agreement at any time, with or without notice, as permitted by applicable law. Otherwise, terminating Party must give **30 days** prior written notice of intent to terminate this Agreement.
8. **Confidentiality.** Contractor may have access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Company.

Confidential Information shall mean all non-public information which consists, relates or refers to the operation of the business of the Company, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Company. Confidential information also includes information received by Company from others that Company has an obligation to treat as confidential. Confidential information includes information and documents whether or not they are marked “confidential” or carry any other marks or designations. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. This provision shall continue after the termination of this Agreement indefinitely or for the maximum amount of time permitted by applicable law. This Agreement shall not prohibit any disclosure that is required by law or court order, provided that Contractor has not intentionally taken actions to trigger such required disclosure and, so long as not prohibited by any applicable law or regulation, Company is given reasonable prior notice and an opportunity to contest or minimize such disclosure.

9. **Ownership of Work Product.** To the extent not contrary to applicable law, Contractor acknowledges and agrees that the product of all work performed under this Agreement (“Work Product”) including without limitation all inventions, discoveries, improvements, trademarks, copywritable work (such as photographic images, videos, and audio recordings) or social media contacts for or on behalf of Company, or other intellectual property created, produced designed, or developed, in whole or in part, individually or jointly with others, shall be a “work for hire” as that term is defined for copyright and other purposes, and shall be and become the property of the Company which shall have all and exclusive rights to same. Contractor hereby assigns all rights to the Work Product to the Company. To the extent necessary, Contractor agrees to execute any additional documents necessary to transfer copyright, patent rights, ownership of, and all other rights in deliverables produced by the Contractor.
10. **Return of Company Property.** Upon termination of this Agreement, for any reason, or at any other time the Company may so request, Contractor shall immediately return to Company all Confidential Information, whether physical

or electronic, and all other property, information, and items that were used, created, or controlled by the Contractor during the term of this Agreement.

11. **Conflict of Interest.** Contractor represents and warrants that the execution of this Agreement by Contractor and the performance of Contractor's obligations hereunder will not conflict with, result in the breach of any provision of or the termination of, or constitute a default under any agreement to which Contractor is a party or by which Contractor is or may be bound. If, at any time, Contractor discovers he or she may have any outside business relationships or activities that conflict with Company's best interests, then Contractor shall immediately disclose the conflict or potential conflict to Company.
12. **Indemnification.** Contractor agrees to indemnify and hold harmless the Company, along with its officers, directors, employees, and agents from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against the Company that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.
13. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, that provision shall be considered removed from this Agreement, and the remaining provisions shall continue to be valid and enforceable according to the intentions of the Parties.
14. **Entire Agreement.** This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the Party against whom any waiver, change, amendment, modification, or discharge is sought.
15. **Governing Law and Venue.** To the extent not inconsistent with applicable law, Contractor acknowledges and agrees that this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

WITH THE INTENT TO BE LEGALLY BOUND TO THE TERMS SET FORTH ABOVE, CONTRACTOR AND COMPANY EXECUTED THIS AGREEMENT AS OF THE DATE SET FORTH BELOW.

CONTRACTOR

Signed: _____ Date: _____

Name: _____

COMPANY

Signed: _____ Date: _____

Name: _____

Title: _____

EXHIBIT – SCOPE OF SERVICES

The scope of services will be completed during the selection and contracting process with the independent contractor for this position.

Purpose Statement/Objective –

Scope of Work –

Schedule –

Price –

Key Assumptions –