

REQUEST FOR QUALIFICATION STATEMENTS
RFQ #10-01

CLINIC MANAGEMENT SERVICE

Washington County, Arkansas is requesting statements of qualification for clinic management services that will be performed starting 2010.

Written qualification statements must be received by October 14, 2010 by 2:00 pm. A non-responsive or incomplete qualification statement will not be considered. Ten (10) copies of the qualification statement shall be mailed or hand delivered to the following address:

Jody Gamble
Purchasing Office
Washington County
280 North College Ave., Suite 533
Fayetteville, AR 72701
Telephone: (479) 444-1707 Fax: (479) 973-8401

The outside of the envelope must be clearly marked with the name and address of the respondent and "RFQ 10-01" STATEMENT OF QUALIFICATION – CLINIC MANAGEMENT SERVICE."

- 1.0 It shall be clearly understood that any cost incurred by the proposer in responding to this request is at the proposer's own risk and expense as a cost of doing business, and the County is not liable for reimbursement to the proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- 2.0 Any conditions or expectation on the part of the proposer for performance by the County must be set forth in the qualification statement. The County is not obligated to consider the proposer's post submittal terms and conditions.
- 3.0 At the discretion of the County, one or more firms may be asked for more detailed information before final ranking of special projects, which may also include oral interviews.
- 4.0 The County will not be responsible for misdirected qualification statements. Proposer should call the Purchasing Office at (479) 444-1707 to insure receipt of their documents prior to opening time and date listed above.
- 5.0 Qualification statements should not be based on a specific project, but type of work the firm wishes to pursue.
- 6.0 Qualification Statement Format:

Qualification statements should have specific categories on the particular type of work the firm is interested in providing. Please tab or mark each category in the qualification statement:

- 6.01 The firm's general qualifications for work of this type.

- 6.02 Specific qualifications that would make the firm especially suited for this particular project type.
- 6.03 A listing of similar projects completed by the firm.
- 6.04 The names of the persons within the firm who would be expected to work on the project category type and the role each would play.
- 6.05 The firm must be authorized to do business in the State of Arkansas - All plans, specifications, etc. developed shall be sealed and signed by the firm.

Prefacing the qualification statement shall be an Executive Summary of three (3) pages or less, providing in concise terms a summation of the qualification statement and bear the signature of an individual authorized to bind the firm. Qualification statements shall be limited to twenty-five pages (25) of written text. The twenty-five page limit does not include resumes.

7.0 Competitive Selection:

The detailed evaluation of the qualification statement will possibly include a presentation by selected firms combined with an interview by the Selection Committee. Award of a contract may be made with or without interviews. Qualification statements should, therefore, be submitted on the most favorable terms available.

8.0 Evaluation Factors:

The evaluation criteria will have the following relative weighting given each item.

(A) Elements of selection:

- 30 Points (1) Specialized experience and technical competence of the firm with respect to the type of professional services required;
- 25 Points (2) Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project;
- 25 Points (3) Past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines; and
- 20 Points (4) Firm's proximity to and familiarity with the area in which the project is located.

9.0 General Conditions:

- 9.01 The County will not accept contracts that limit liability to contract amount.

All contracts will be required to have a clause inserted stating that no paragraph, sentence or word shall be construed to waive that tort immunity as set forth by Arkansas Law.

10.0 Services shall include the following:

(a) *Services and Hours of Operation.*

(i) Manager shall arrange for the provision of primary care services to Eligible Persons at its Clinic. Clinical personnel will not be available to provide care outside normal business hours or to provide emergency care at any time. In the event of a patient presenting to the Clinic during its hours of operation in need of emergency care, Clinic personnel will call 9-1-1 and will take steps to provide appropriate interim care within the confines of the available resources until the arrival of emergency personnel.

(ii) The Clinic must be open and staffed during the hours established by Manager with input from the County and other participating entities. Manager personnel will schedule appointments for Clinic services during these hours of operation.

(b) *Personnel.* Manager will arrange for the provision of duly licensed and qualified professional personnel to staff the Clinic through either direct employment or on an independent contractor basis. WASHINGTON COUNTY acknowledges and agrees that Manager will not engage in the practice of medicine and that any and all physicians providing services in its Clinic will have control over the provision of patient care without interference with their professional judgment from Manager or WASHINGTON COUNTY. Manager will ensure that any professional medical provider providing services to Eligible Persons at its Clinic has and maintains a current and valid license to practice his or her profession in the state of Arkansas.

(c) *Patient Records.* Physicians and other professional personnel staffing the Clinic shall maintain appropriate and legally required clinical records for each patient seen or treated at the Clinic. Manager shall ensure that clinical records are safeguarded against loss or unauthorized use and shall comply with all applicable laws and regulations governing the privacy and security of such records. As required by applicable laws and regulations, Manager will provide WASHINGTON COUNTY with only the minimum amount of information necessary in order to obtain payment.

(d) *Policies and Procedures.* Manager, in consultation with Clinic physicians and other professional personnel, as appropriate, will develop and implement written policies and procedures related to the operation of the Clinic, to include, without limitation, policies and procedures regarding Clinic services, patient consents, and medical record privacy and security. WASHINGTON COUNTY will notify Manager of any requirements with regard to Clinic policies and procedures, and Manager shall conform policies and procedures to such requirements. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that no Clinic policies and procedures shall interfere, in any way, with Clinic physicians' relationships with Eligible Persons.

(e) *Equipment and Supplies.* Manager shall obtain, or cause to be obtained, and maintain all medical and office equipment and supplies, including computer equipment, necessary for the operation of the Clinic.

(f) *Reports.* Subject to the confidentiality requirements of Section 1(c) above, Manager will provide periodic reports to WASHINGTON COUNTY, as reasonably requested by WASHINGTON COUNTY, regarding the operation of the Clinic.

(g) *Compliance.* Manager shall provide primary care services hereunder in accordance with applicable laws, regulations and professional standards. Manager shall require independent contractor physicians and other clinical personnel to provide services to Eligible Persons in compliance with all applicable laws, regulations and professional and ethical standards.

Section 2. Eligible Persons. WASHINGTON COUNTY will provide each Eligible Person with a medical benefits identification card. Manager and its independent contractor medical practitioners are entitled to rely on the patient's identification card as proof of his or her status as an Eligible Person. Furthermore, Manager will verify coverage with WASHINGTON COUNTY'S third party administrator. Notwithstanding anything herein to the contrary, WASHINGTON COUNTY acknowledges and agrees that when an Eligible Person requests services at the Clinic, the decision as to whether that person satisfies appropriate clinical criteria for acceptance and treatment at the Clinic will be made by qualified and licensed professional staff.

Section 3. WASHINGTON COUNTY'S Obligations.

(a) WASHINGTON COUNTY will allow Manager to prepare and distribute Clinic information to its' Eligible Persons. WASHINGTON COUNTY will approve such material prior to distribution. Such approval will not be unreasonably withheld.

(b) *Clinic Operations.* WASHINGTON COUNTY shall: (i) provide a patient identification card to each Eligible Person, as set forth in Section 2 above; (ii) designate authorized personnel to receive information regarding Eligible Persons as set forth in Section 1(c) above; (iii) identify a liaison who will be available as the primary contact for Manager during the term of this Agreement for the purpose of answering questions and providing information and assistance; and (iv) provide a contact list to Manager indicating other key contacts at WASHINGTON COUNTY. Neither WASHINGTON COUNTY nor any WASHINGTON COUNTY personnel shall have a role in or responsibility for management of the Clinic.

Section 4. Financial Arrangement.

(a) *No Insurance Billing and Claims Submission.* Manager shall not be responsible for billing individual claims with any third parties for the services provided at the Clinic or for determining whether any source of payment other than WASHINGTON COUNTY may be liable for the services provided to an Eligible Person. Manager will submit a list billing for payment either to WASHINGTON COUNTY or WASHINGTON COUNTY'S authorized agent.

(b) *Service Fees.* Manager shall be compensated for professional primary care services as set forth on the attachment hereto and fully incorporated herein. Manager will invoice WASHINGTON COUNTY weekly for fees due and owing under this Section 4, along with any supporting documentation, and WASHINGTON COUNTY shall pay Manager within thirty (30) days of the date of the invoice.

Section 5. Insurance.

(a) *Manager's Insurance.* Manager shall maintain and require that each of its contractors maintain, at their sole expense, the following insurance: (i) professional liability insurance coverage in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 annual aggregate; (ii) commercial general liability insurance coverage in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 annual aggregate; (iii) worker's compensation insurance as required by applicable law; and (iv) property casualty coverage for the Clinic Space, Manager's equipment and other personal property in the Clinic Space.

Section 6. General Terms.

(a) *Independent Contractor.* In the performance of its obligations under this Agreement, it is mutually understood and agreed that Manager is at all times acting and performing as an independent contractor with respect to WASHINGTON COUNTY. Further, both Manager and WASHINGTON COUNTY acknowledge and agree that any physicians providing services at the Clinic are independent contractors with respect to Manager and WASHINGTON COUNTY and such physicians must exercise at all times their independent judgment and shall not be subject to the direction or control of Manager or WASHINGTON COUNTY in the performance of professional services. Nothing in this Agreement is intended nor shall be construed to create a WASHINGTON COUNTY/Manager employee relationship, partnership or joint venture relationship.

(b) The clinic will not be open to the general public but will only be available to Washington County and any other entity, public or private, that desires to participate in Clinic Manager's services.

(c) In evaluating qualifications the County shall consider:

- (1) The specialized experience and technical competence of the firm with respect to the type of professional services required;
- (2) The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
- (3) The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines; and
- (4) The firm's proximity to and familiarity with the area in which the project is located.

Schedule

WASHINGTON COUNTY will pay to Manager the following rates:

All services shall be billed at 85% of the PPO fee schedule without any deductibles, co-pays, co-insurance, pre-existing, COB, or other benefit limitations as per the Self-Funded County Health Plan.