



REQUEST FOR PROPOSALS #2018-114
Medical Staffing Services
RESPONSE TO CLARIFYING QUESTIONS #1
December 11, 2018

Note that these are questions submitted by interested firms to the above referenced solicitation. The below answers are for clarification purposes only and in no way alter or amend the RFP as published.

1. *Can we have access to the proposals of the other vendors?*

Answer: No, the proposals are not considered public record until the County has opened them as part of the evaluation process and been given a chance to review them. Once the County has made a selection other vendors can request to see the other proposals.

2. *Does the County require additionally insured certificate of insurance with the proposal?*

Answer: No however, the insurance requirements that are listed in the RFP will be required to be met at the time of signature of the contract with the Vendor.

3. *Why is the current contract out for a RFP, is there a requirement for these services to be put out for public bid?*

Answer: The current contract is due to expire. When the County wishes to enter into a new agreement with a vendor a formal solicitation is requested by the County. The County has a statute obligation to publicly advertise opportunities they are seeking from outside vendors.

4. *Can language changes be made? (Indemnification, insurance, venue, etc)? For the Indemnity clause, can mutual indemnification verbiage be considered?*

Answer: The County will not alter the contract until a decision on a proposal has been made at that time changes can be requested but the County will not agree to the terms until the contract has been written and the County is in negotiations with the awarded vendor.

5. *Can the vendor request exceptions and propose language changes and term changes in the following areas:*

- a. *Workers compensation*
- b. *Wording of providers as independent contractors*
- c. *Fees*
- d. *Maximum buyout rates*
- e. *Access to records*
- f. *Locum specific language*
- g. *Contractor vs provider language*

Answer: As stated in above answer the County will work with awarded vendor on contract language as part of their negotiations. At that time the awarded vendor can request language changes be proposed for this contract.

6. *By submitting a response, are we automatically agreeing to a contract and its terms? Or if there are terms & conditions we cannot agree to; can we decline the contract if awarded?*

Answer: By submitting a proposal you are agreeing to substantially similar terms, for further explanation see Section 3.3.4 in the RFP.

7. *If we have exceptions to the Terms and Conditions on the RFP, should we include in our proposal?*

Answer: Yes, the County will not agree to any changes in the contract until an award has been made and they are in negotiations with the awarded vendor.

8. *Are proposals to be submitted via email or hardcopy?*

Answer: The County can accept proposals by either hard copy or by email.

9. *If awarded, should there be contract terms we are unable to accept, is there a penalty for not signing a contract? Example: monetary damages.*

Answer: By submitting a proposal you are agreeing to substantially similar terms, for further explanation see Section 3.3.4 in the RFP.

10. *Is it the intention of the County to make multiple awards, if so how many?*

Answer: Yes. It depends on how many proposals the County receives.

11. *What was the County's budget last year for temporary physician services or similar services under this current RFP?*

Answer: The current budget is \$500,000.

12. *Will rate increases be a discussion with each renewal year?*

Answer: Yes, but there will be a cap negotiated.

13. *Are background screenings required for the physicians? If a background check is required who will be administering it or be responsible to obtaining it?*

Answer: Yes. Vendors can perform a background check, but the County will administer their own background check as well.

14. *How many projected Full Time Employee personnel are needed for this contract?*

Answer: The County cannot predict this number as it is based on clinical needs.

15. *Please provide a forecast for the number of hours of Locum Tenens services, by specialty, for the term of the contract.*

Answer: The County cannot predict this number.

16. *Based on historical usage, how long was the typical Locum Tenens assignment? And is that same assignment length anticipated during this contract term?*

Answer: The County finds the average to be 3-6 months. This is the same anticipated time for this contract as well.

17. *What specific specialties are you seeking? Primary Care: Family Medicine? Internal Medicine? General Practice?*

Answer: All positions listed in the RFP are the positions the County is seeking, the County may need more positions such as Pediatric MD, Family Practice, General Practice, etc. but it depends on the clinical needs.

18. *Can the permanent placement fee (buy out fee) be negotiated?*

Answer: Yes, this fee can be negotiated.

19. *Can proposals supply a rate range as opposed to firm fixed price for each specialty?*

Answer: The County wants a fixed price for each specialty.

28. *What are the current challenges/obstacles in meeting its staffing and recruitment goals for these positions?*

Answer: The County does not foresee obstacles with the multiple award of vendors.

20. *How many patients per day would you estimate the provider would see?*

Answer: The County anticipated approximately 18.

21. *What is the expected process and timeline for notifying vendor of needs, reviewing candidates, scheduling providers, etc.?*

Answer: Unable to predict – sometimes it's an immediate need (short notice) and other times needs are predictable and we can provide advance notice.

22. *What is the expected time for the completion of credentialing for an accepted candidate?*

Answer: It can take anywhere from 3 weeks to a month.

23. *May we add a Locums to permanent conversion fee to proposed pricing*

Answer: Yes.

24. *Is the patient population for these services 100% adult patients or do you also treat children and adolescents?*

Answer: Adults, children and adolescents are seen by providers.

25. *If child and adolescents are treated, can alternate pricing be in the proposal for these rates of services?*

Answer: No, fixed rates for provider services.

26. *Is there an incumbent and current contract for this service? If so, can you please provide the vendor name and current contract rate? How long have the incumbent suppliers held this contract? Is the County satisfied with the current vendor? If the County is currently experiencing any issues with the current vendors how could an awarded vendor improve on services as compared to the current vendor?*

Answer: The Current vendor is CompHealth, they held the contract for 8 years. All other requested information is propriety information and we cannot share rates or other information.

27. *What are your current hourly bill rates by classification? Will the County provide last year's usage for these services in either number of hours filled and/or total cost in dollar amount used for these services broken down by the positions solicited in this RFP?*

Answer: Please see answer above for question #27.

28. *Can vendors provide proposals on one or part of the requirements, or do they have to propose on all of the requirements/specialties? Are there penalties incurred if unable to fill any of the openings? Will the County allow multiple physicians to fill the need or are you requiring that one physician fulfill the need?*

Answer: The proposals can propose on part of the requirements, there are not penalties for being unable to fill any of the openings. The County will accept one physician being able to fulfill a need.

29. *What is the average length of the assignments?*

Answer: Typically 3-6 months.

30. *Can we provide the hourly pay rate, markup percentage and bill rate for the position of Physicians, Nurse Practitioners, Psychiatrists, Dentist, and Physician Assistants? Is it acceptable?*

Answer: We only want one all-inclusive rate per position.

31. *Can the County please specify other positions that is requires under this contract?*

Answer: Please review the positions listed in the RFP. Other position needs may arise that are related to: Primary Care, Psychiatry, and Dental healthcare for all ages.

32. *It is our understanding that the initial duration of this contract is from January 2019 to June 30, 2021 (30 Months) with 3 additional 1-year renewals. Is it correct?*

Answer: Three years from execution date of contract(s) and with the option to renew annually two times (five years total).

33. *The cost of sourcing/interviewing/hiring candidates and placing them is much higher than the buyout price proposed by Clackamas County. To support the requests with high quality candidates, would the County accept a step down tiered buyout schedule?*

Answer: The County would need clarification as to what a “step-down tier” is and what it encompasses. Does this refer to a “step-down tier” buyout schedule? More clarification is needed for us to accurately answer this question.

34. *How many positions have been staffed using agencies in the past 2 years? What were the specialties and how many converted to permanent?*

Answer: The County had 3 positions staffed using agencies they were for a Psychiatrist, Nurse Practitioner and a Medical Doctor (MD). None of these positions converted to permanent.

35. *Does the County have a CAP on the bill rates for providers?*

Answer: Proposers are expected to submit their rates for services listed in the RFP.

36. *What is the Malpractice insurance threshold for the county?*

Answer from our Risk Management: Professional Liability insurance is also called Errors and Omissions insurance. If this insurance is arranged on a “claims-made” basis, Extended Reporting coverage will be required. The CONTRACTOR agrees to furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.

End of Clarifying Questions#1