

## QUESTION AND ANSWERS

### RFP No. 2019-02

#### Proposal Process

1. 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?
  - a. See Section 4A of the RFP: “**A. Period of Offer:** Response to this RFP constitutes an irrevocable offer to the HHSA to perform according to the RFP specifications and the proposed contract for a period of not less than 120 days from RFP opening.”  
See also section 8F of the RFP: “**Acceptance of the Terms and Conditions:** Attachment 1, Proposed Agreement, sets forth Terms and Conditions. Proposer must either indicate acceptance of the Terms and Conditions, or clearly identify any exceptions to the Terms and Conditions. An “exception” includes any addition, deletion, qualification, limitation, or other change. If exceptions are identified, the Proposer must provide an explanation or rationale for each exception and/or proposed change.”
2. Do you intend to make multiple awards?
  - a. If needed, but preferably not. Our ultimate goal is to at least add 8 or more hours of psychiatry each week.
3. Are candidates required with our proposal?
  - a. Not necessarily, but we would prefer this. However, if there comes a time when in order to comply with DHCS Network Adequacy requirements we need additional hours of psychiatry, we would either need a candidate, or be required to look elsewhere to provide these services for us.
4. Are there penalties incurred if unable to fill any of the openings?
  - a. We would not penalize our contractor, but the County itself is liable for penalties if DHCS determines network adequacy certification standards are not met. If our contractor is unable to fill the openings we are required to have at any point in the future, we would be required to fill those openings elsewhere.
5. What is the estimated time frame of notice before a need becomes available?
  - a. We receive information regarding our network adequacy certifications annually from DHCS, and they typically want any issues corrected within 60 days of the notice. We would at least want to show effort being made to fill additional needs as soon as possible.
6. What is the expected time for the completion of credentialing for an accepted candidate?
  - a. No later than 90 days.
7. Are background screenings required? Will the facility be handling this requirement or are you expecting the vendor to complete?
  - a. We do our own credentialing and provider checks. There is no need for the vendor to do this.
8. What is the expected process and timeline for notifying vendor of needs, reviewing candidates, scheduling providers, etc.?
  - a. We would notify the vendor as soon as possible, and hope to review candidates and schedule providers within no later than a 90-day timeframe.

## Description of Services

9. Will you be considering applicants who deliver their services through telepsychiatry?
  - a. We have issued this RFP to provide a face-to-face, in-person option for psychiatry. However, we also need to add hours of psychiatry in general so there is a possibility to consider tele-psychiatry in the future.
10. Is Telepsychiatry an option for coverage? If so, do you have your own platform/service provider?
  - a. We are hoping to have an in-person provider with this contract, but may be able to consider telepsychiatry options in the future if needed. We do not have our own platform for this.
11. Can a locum tenens (temporary healthcare staffing) agency bid or is this for private providers/groups?
  - a. Locum tenens are welcome to bid.
12. Will you allow multiple physicians to fill the need or are you requiring that one physician fulfill the need?
  - a. Any number of providers is fine, we are more concerned about the hours per week. Currently we hoping to have at least add 8 hours of psychiatry services available each week.
13. We need clarification that we, as a proposer, are eligible to submit a response to the RFP if we will not be providing medical services ourselves, but will be presenting individuals who will provide the medical services.
  - a. Yes we can accept your proposal still as this model is acceptable.
14. Is your patient population 100% adult patients, or do you also treat child and adolescents?
  - a. We treat all ages.

## History and Background

15. What are the current challenges/obstacles in meeting staffing and recruitment goals for these positions? If a contract for the proposed services is in place, what areas of improvement over the existing contract would you like to see?
  - a. As a small rural county we have struggled to find an in-person psychiatrist, and have for the last several years only been able to provide tele-psychiatry. We are not seeking to improve our existing contract for tele-psychiatry, only to add an in-person option with a limited number of additional hours of psychiatry each week.
16. Is there an incumbent and current contract for this service? If so, can you please provide the vendor name and current contract rate?
  - a. We do not have a current contract for an in-person provider.

## Cost Portion of the Proposal

17. What was last year's spend for these services for this contract?
  - a. We have no amount because we have not had an in-person provider, only tele-psychiatry.
18. Is there a specific pricing/rate form to include?
  - a. There is no specific form we use for this.

19. Will price adjustments be allowed for the renewal years? Can we submit a rate increase with each option year?
  - a. Yes.
20. May we add a locums to perm conversion fee to our pricing?
  - a. Yes.
21. Do you want an all-inclusive rate?
  - a. We can accept an all-inclusive rate, or otherwise.
22. Are vendors required to handle all billing? Or will the county?
  - a. The county will handle billing.

### Changes to Proposed Agreement

23. If awarded, should there be contract terms we are unable to accept, is there a penalty for not signing a contract? Example: monetary damages.
  - a. See answer to question #1
24. The agreement doesn't include any specific language; may we propose an addendum to the agreement where we could incorporate some specific terms?
  - a. See section 8F of the RFP: **“Acceptance of the Terms and Conditions:** Attachment 1, Proposed Agreement, sets forth Terms and Conditions. Proposer must either indicate acceptance of the Terms and Conditions, or clearly identify any exceptions to the Terms and Conditions. An “exception” includes any addition, deletion, qualification, limitation, or other change. If exceptions are identified, the Proposer must provide an explanation or rationale for each exception and/or proposed change.”
25. Will awardees be allowed an opportunity to negotiate the terms of the contract prior to signing?
  - a. See answer to question #24
26. Would you be willing to delete the clause in a potential contract in which the vendor is subject to damages for failure to deliver service?
  - a. See answer to question #24
27. Can language changes be made? (indemnification, insurance, venue, etc)?
  - a. See answer to question #24
28. If providers are considered independent contractors and not employees, can this wording be amended?
  - a. See answer to question #24
29. Will you consider \$1M per occurrence/\$3M aggregate insurance limits?
  - a. See answer to question #24
30. In the case that Worker's Compensation insurance is not applicable, will you waive these requirements for physicians?
  - a. See answer to question #24
31. Since the duties of the Contractor and the Provider are separate and distinct, especially as Contractor does not itself provide medical services, it is important that Providers not be incorporated into the definition of Contractor—can this be reworded?
  - a. See answer to question #24