



REQUEST FOR STATEMENT OF QUALIFICATIONS

NO. 952-5406

COUNTY OF FRESNO

Medical Therapy Conference Board Certified Pediatrician

ISSUANCE DATE: Friday, December 11, 2015

CLOSING DATE: Wednesday, January 6, 2016

Submittals must be received before 2:00 P.M. PST

SUBMITTALS: Three (3) paper copies of the Statement of Qualifications

ADDRESSED TO: Carolyn Flores, Purchasing Analyst III

MAILING ADDRESS: County of Fresno, Purchasing
4525 E. Hamilton Ave., 2nd Floor
Fresno, CA 93702

MARK ENVELOPE: "RFSQ – MEDICAL THERAPY CONFERENCE BOARD CERTIFIED
PEDIATRICIAN"

COST LIMIT FOR AGREEMENT(S): \$125.00 per hour (See Compensation Paragraph)

**STATEMENT OF QUALIFICATIONS (SOQ) PACKAGES RECEIVED AFTER THE TIME AND DATE STATED
ABOVE WILL BE RETURNED UNOPENED TO THE VENDOR.**

Inquiries and Updates: Requests for clarification regarding this Request for Statement of Qualifications (RFSQ) must be submitted in writing via email to **Carolyn Flores**, at cflores@co.fresno.ca.us, and received by the County no later than **9:00 A.M., Monday, December 21, 2015**. Such information as is reasonably available and will facilitate preparation of responses hereto, requests for clarification and associated responses, and any addenda to this RFSQ will be posted at: <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> and will not otherwise be distributed.

Organization

Individual/Contact Person

Title

Street Address/P.O. Box

City

State

Zip Code

Telephone

Fax Number

E-Mail Address

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ATTACHMENTS

- A. **Sample of the Board of Supervisors’ Master Agreement**

MEDICAL THERAPY CONFERENCE PHYSICIAN BOARD CERTIFIED PEDIATRICIAN/PEDIATRIC SUBSPECIALIST

I. BACKGROUND

The County of Fresno, Department of Public Health, Division of Children's Medical Services is seeking the services of one (1), or more, board certified pediatricians with experience in diagnosis and treatment of children with motor disabilities or board certified subspecialists in pediatric orthopedic surgery or physical medicine to provide Medical Therapy Conference physician services for the County's Medical Therapy Program.

The Medical Therapy Program provides physical therapy, occupational therapy, and Medical Therapy Conference services to children who meet specific medical eligibility criteria. Program services are intended to provide the child with appropriate medical intervention to allow the child the opportunity to reach maximum physical function. Physician services will be provided in the County's three outpatient clinics, known as Medical Therapy Units, that are located on the following public school sites: Powers-Ginsburg Elementary School, 67 East Ashlan, Fresno, CA 93704; Storey Elementary School, 2444 S. Peach Avenue, Fresno, CA 93725; and Garfield Elementary School, 1345 North Peach, Clovis, CA 93619-8342.

Medical Therapy Conference services are provided in a team setting that may include, but is not limited to, the child, parent(s) or guardian(s), Occupational Therapist, Physical Therapist, Nurse, Orthotist, and/or school personnel. The Medical Therapy Conference is conducted at a Medical Therapy Unit to plan for an individual child's need for, and level of, therapy services and also provides review of therapy prescriptions provided from a private medical provider if that provider is not CCS paneled.

There are an average of ten (10) Medical Therapy Conferences each month, each lasting from four (4) to five (5) hours. The Medical Therapy Conference schedule may be modified to full-days depending on physician availability. Medical Therapy Conferences are held year round.

It is the intent of the County to engage several contractors under a master agreement to provide the professional services described herein.

The County reserves the right, at its sole discretion, to terminate this RFSQ process or negotiations with a selected Contractor and either perform the work with its staff or begin a new RFSQ process. Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFSQ, or to the selected Contractor(s) prior to Board of Supervisors' approval of a Contractor services agreement.

II. REQUESTED SERVICES

Requested services include, but are not limited to:

- reviewing the child's medical and therapy history;
- confirming any eligible condition through a physical examination;
- timely dictating and signing a formal report of findings after the examination of each child that shall include, but is not limited to, child's mobility status, activities of daily living status, occupational and physical therapy treatment goals and recommendations, and durable medical equipment recommendations;
- issuing prescriptions (signed therapy plans) for occupational and physical therapy related services;
- identifying follow-up recommendations, including, but not limited to, chart reviews, x-ray reviews, equipment and orthotic checks, including a return date for another Medical Therapy Conference;
- providing final determination of the child's Medical Therapy Conference plan of care;

- identifying need for specialty referrals;
- serving as the team leader for the Medical Therapy Conference and as the key resource for medical information provided to the family and other Medical Therapy Conference team members;
- discussing with the Medical Therapy Conference team, including the child's family, the child's medical status, the effect of the Medical Therapy Program eligible condition on the child's functional level, the child's rehabilitation potential, and the proposed therapy plan;
- participating in discharge planning; and
- providing dispute resolution.

III. CONTRACT TERMS

It is County's intent to contract with the successful bidder for a term of one (1) year with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

IV. QUALIFICATIONS

Physician qualifications include licensure to practice medicine in the State of California, Board Certification in Pediatrics or appropriate Subspecialty Board, and approval by the State of California Department of Health Care Services Children's Medical Services Branch as a California Children's Services paneled physician. These qualifications shall be maintained during the entire term of service.

Please provide these CCS Paneling Requirements:

- The physician must have an active Medi-Cal provider number;
- The physician must be licensed by the Medical Board of California or the Osteopathic Medical Board of California;
- The physician must be certified by the American Board of Family Medicine; and
- The physician must be enrolled as a Child Health and Disability Prevention Program (CHDP) provider.
- The physician must also provide Child Abuse/Molestation and Social Services Liability: Sexual Abuse/Molestation liability Insurance (including but not limited to corporal punishment liability, sexual abuse and molestation liability, and child abduction liability) with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

CHDP Provider application can be found at:

<http://www.dhcs.ca.gov/formsandpubs/forms/Forms/ChildMedSvcForms/dhcs4490.pdf>

CCS Provider application can be found at:

<https://cmsprovider.cahwnet.gov/PANEL/index.jsp>

V. COMPENSATION

The compensation rate for services requested will be \$125.00 per hour. Out-of-town travel expenses may be reimbursed at a rate of up to \$92.00 per night's hotel stay, up to \$59.00 meal and \$5.00 incidental expense per night's stay, as well as \$2.00 per mile of one-way travel distance from residence as well as to and from distance between hotel and MTU.

VI. SELECTION PROCEDURE

A Selection Committee (hereinafter referred to as "the Committee") will be formed to evaluate the SOQs and to make recommendations. The Committee will consist of representatives of the Department. The Committee will screen the SOQs to narrow consideration to those firms with qualifications and experience deemed especially qualified for this commission.

The County reserves the right to conduct a background inquiry of each proposer which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a SOQ to the County, the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

VII. APPEALS

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFSQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFSQ contradictions, procurement errors, selection discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of [Month] , [Year] , by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and [Contractor] , a (Type of business) (Note to County staff: Type of business the contractor is; such as a corporation – including the state in which they are incorporated, e.g., a California corporation; a partnership; a private, non-profit corporation; or a sole proprietorship), whose address is "[Contractor's Address]" , hereinafter referred to as "CONTRACTOR".

WITNESSETH:

(Add WHEREAS Clauses) (Note to County staff: explains the need/purpose for the contract and the process by which the Contractor was chosen)

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

- A.
- B. (etc.)

2. OBLIGATIONS OF THE COUNTY

- A.
- B. (etc.)

3. TERM

The term of this Agreement shall be for a period of one (1) year, commencing on (Effective Date) through and including (last day of the one year period). This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The (Title of department head) or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

1 4. TERMINATION

2 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
3 be provided hereunder, are contingent on the approval of funds by the appropriating government
4 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
5 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
6 notice.

7 B. Breach of Contract - The COUNTY may immediately suspend or terminate
8 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 9 1) An illegal or improper use of funds;
10 2) A failure to comply with any term of this Agreement;
11 3) A substantially incorrect or incomplete report submitted to the
12 COUNTY;
13 4) Improperly performed service.

14 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY
15 of any breach of this Agreement or any default which may then exist on the part of the
16 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
17 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
18 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
19 under this Agreement, which in the judgment of the COUNTY were not expended in accordance
20 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon
21 demand.

22 C. Without Cause - Under circumstances other than those set forth above,
23 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
24 notice of an intention to terminate to CONTRACTOR.

25 5. COMPENSATION/INVOICING: (Note to County staff: If sales tax is
26 applicable and to be paid to an out-of-state vendor, it must be separated from the total
27 compensation and the vendor must have a California Sales Tax Permit Number.) COUNTY
28 agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows:

1 "[Enter compensation]" . CONTRACTOR shall submit monthly invoices in triplicate to the County
2 of Fresno "[Enter Department Name]" .

3 In no event shall services performed under this Agreement be in excess of
4 "[Enter maximum contract amount]" during the term of this Agreement. It is understood that all
5 expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be
6 borne by CONTRACTOR. (Note to County staff: If the number of days within which payment
7 must be made is specified, this paragraph must provide for payment after a minimum of forty-five
8 (45) days from date of receipt of invoice by the COUNTY.)

9 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and
10 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
11 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
12 employees will at all times be acting and performing as an independent contractor, and shall act in
13 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
14 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
15 direct the manner or method by which CONTRACTOR shall perform its work and function.
16 However, COUNTY shall retain the right to administer this Agreement so as to verify that
17 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

18 CONTRACTOR and COUNTY shall comply with all applicable provisions of
19 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
20 matters the subject thereof.

21 Because of its status as an independent contractor, CONTRACTOR shall have
22 absolutely no right to employment rights and benefits available to COUNTY employees.
23 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
24 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
25 responsible and save COUNTY harmless from all matters relating to payment of
26 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
27 regulations governing such matters. It is acknowledged that during the term of this Agreement,
28 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this

1 Agreement.

2 7. MODIFICATION: Any matters of this Agreement may be modified from time
3 to time by the written consent of all the parties without, in any way, affecting the remainder.

4 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
5 Agreement nor their rights or duties under this Agreement without the prior written consent of the
6 other party.

7 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
8 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees
9 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
10 resulting to COUNTY in connection with the performance, or failure to perform, by
11 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
12 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
13 firm, or corporation who may be injured or damaged by the performance, or failure to perform,
14 of CONTRACTOR, its officers, agents, or employees under this Agreement.

15 10. INSURANCE

16 Without limiting the COUNTY's right to obtain indemnification from
17 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
18 force and effect, the following insurance policies or a program of self-insurance, including but not
19 limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the
20 term of the Agreement:

21 A. Commercial General Liability

22 Commercial General Liability Insurance with limits of not less than One
23 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
24 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
25 specific coverages including completed operations, products liability, contractual liability,
26 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
27 necessary because of the nature of this contract.
28

1 B. Automobile Liability

2 Comprehensive Automobile Liability Insurance with limits for bodily injury of
3 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
4 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
5 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
6 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used
7 in connection with this Agreement.

8 C. Professional Liability

9 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
10 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less
11 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
12 annual aggregate.

13 D. Worker's Compensation

14 A policy of Worker's Compensation insurance as may be required by the
15 California Labor Code.

16 CONTRACTOR shall obtain endorsements to the Commercial General Liability
17 insurance naming the County of Fresno, its officers, agents, and employees, individually and
18 collectively, as additional insured, but only insofar as the operations under this Agreement are
19 concerned. Such coverage for additional insured shall apply as primary insurance and any other
20 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
21 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
22 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
23 written notice given to COUNTY.

24 Within Thirty (30) days from the date CONTRACTOR signs and executes this
25 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
26 above for all of the foregoing policies, as required herein, to the County of Fresno, (Name and
27 Address of the official who will administer this contract), stating that such insurance coverage have
28 been obtained and are in full force; that the County of Fresno, its officers, agents and employees

will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

COUNTY OF FRESNO

[click here to enter County Address]

[click here to enter County Address]

CONTRACTOR

[click here to enter Contractor]

[click here to enter Contractor Address]

[click here to enter Contractor Address]

[click here to enter County City/State] [click here to enter Contractor City/State]

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or

1 performing services under this agreement. A self-dealing transaction shall mean a transaction
2 to which the CONTRACTOR is a party and in which one or more of its directors has a material
3 financial interest. Members of the Board of Directors shall disclose any self-dealing
4 transactions that they are a party to by completing and signing a Self-Dealing Transaction
5 Disclosure Form, attached hereto as Exhibit A and incorporated herein by reference, and
6 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
7 immediately thereafter.

8 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
9 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
10 supersedes all previous Agreement negotiations, proposals, commitments, writings,
11 advertisements, publications, and understanding of any nature whatsoever unless expressly
12 included in this Agreement. *If applicable, add the following:* *In the event of any inconsistency in*
13 *interpreting the documents which constitute this Agreement, the inconsistency shall be resolved*
14 *by giving precedence in the following order of priority: (1) the text of this Agreement (excluding*
15 *Attachment "A", the COUNTY'S Request for Quotation/Proposal No. "[Enter RFQ/RFP No.]" and*
16 *the CONTRACTOR'S Quote/Proposal in response thereto); (2) Attachment "A"; (3) the*
17 *COUNTY'S Request for Quotation/Proposal No. "[Enter RFQ/RFP No.]" ; and (4) the*
18 *CONTRACTOR'S quotation/proposal made in response to COUNTY'S Request for*
19 *Quotation/Proposal No. "[Enter RFQ/RFP No.]" .]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the day and year first hereinabove written.

CONTRACTOR**COUNTY OF FRESNO**

(Authorized Signature)

Chairman, Board of Supervisors

Print Name & Title

Mailing Address

DATE:

DATE:

REVIEWED & RECOMMENDED FOR APPROVAL

Department Head's Signature

APPROVED AS TO LEGAL FORM

APPROVED AS TO ACCOUNTING FORM

County Counsel

Auditor-Controller/Treasurer-Tax Collector

FOR ACCOUNTING USE ONLY:

ORG No.: [click to type type org]

Account No.: [click to type type account]

Requisition No.: [click to type requisition number]

FCMC 06/11

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