



**040-2011-340
REQUEST FOR QUALIFICATIONS
FOR PHYSICIAN SERVICES FOR INMATES
AT THE COMAL COUNTY JAIL**

**RFQ #: 040-2011-340
RFQ DUE: April 4, 2011, 11:00 A.M. CST
RFQ Opened: April 4, 2011, 2:00 P.M. CST**

Submit RFQ to:

Comal County Purchasing Office
Attn: Ramona Womack
1297 Church Hill Dr.
New Braunfels, TX 78130

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INTRODUCTION

The County desires to engage the services of an outside Physician to perform medical services as may be required for those persons incarcerated in the Comal County Jail facility and to oversee institutional medical care at the Jail facility. The Comal County Jail is built to house approximately 337 offenders. Over the past 12 months, the average Jail population is in the 240-280 range.

The Physician shall be a Physician licensed to practice medicine in the State of Texas and desires to render professional services for the County on the terms and conditions provided herein.

Comal County provides on-staff nurses, and provides for dispensing of prescriptions. The cost of prescriptions and out-sourced services such as blood work, x-rays etc. will be paid by the County. In the event the Physician provides these out-sourced services, the County shall be billed by the vendor. Any billed services shall be at the dollar amount normally *paid* by Medicare.

INSTRUCTIONS TO OFFERORS

1. The sealed envelope or package containing the completed qualification(s) should be marked legibly on the outside with the RFQ number and the description of the item(s) being proposed as shown on the cover sheet of this Request for Qualifications.
2. The Offeror shall sign and date the submittal where provided within the RFQ. The person signing the submittal must have the authority to bind the firm in a contract. Qualifications which are not signed and dated in this manner may be rejected.
3. The Offeror shall submit one (1) unbound original unless otherwise stated in RFQ. All documents shall be received at the Purchasing Office located at 1297 Church Hill Dr., New Braunfels TX 78130, by the deadline shown on the cover sheet of this Request for Qualifications. Qualifications received after the deadline shall be considered void and unacceptable. Comal County is not responsible for lateness or non-delivery of mail, carrier, etc. Each submittal will be date/time stamped in the Purchasing Department when received and this will be considered to be the official time of receipt.
4. Facsimile transmittals and electronic transmittals *will not* be acceptable.
5. Comal County, Texas, reserves the right to reject any or all qualifications as it shall deem to be in the best interests of the County. Receipt of any submittal shall under no circumstances obligate the County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible Offeror, whose qualifications are determined to be the highest evaluated offer resulting from negotiation, taking into consideration the relative importance of evaluation factors set forth in the RFQ.
6. Submittals cannot be altered or amended after submission deadline. Any alteration or erasure made before opening by the County must be initialed by the signer of the submitter, guaranteeing authenticity.
7. A submittal may not be withdrawn or canceled by the Offeror without the permission of the County for a period of ninety (90) days following the date designated for the receipt of qualifications, and Offeror so agrees upon submittal of his qualifications.
8. Comal County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

9. All submittals meeting the intent of this Request for Qualifications will be considered for award. Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the submittal. The absence of such a list shall indicate that the Offeror has not taken exceptions, and shall hold the Offeror responsible to perform in strict accordance with the specifications in this Request for Qualifications. Comal County reserves the right to accept any, all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.
10. Any interpretations, corrections or changes to this Request for Qualifications and specifications will be made by addenda. Addenda shall be issued by Comal County Purchasing Office. Addenda will be posted on the County's web-site at www.co.comal.tx.us. Vendors will be responsible for checking with the Purchasing Office to see if any addenda have been issued. Offerors shall acknowledge receipt of all addenda.
11. Submittals must comply with all applicable federal, state, county and local laws concerning these types of services.
12. The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
13. A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:
 - a. have adequate financial resources, or the ability to obtain such resources as required;
 - b. be able to comply with the required or proposed delivery schedule;
 - c. have a satisfactory record of performance;
 - d. have a satisfactory record of integrity and ethics; and
 - e. be otherwise qualified and eligible to receive an award.

Comal County may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards.

14. Section 176.006 of the Texas Local Government Code requires a bidder/vendor to file a conflict of interest questionnaire if the vendor has a business relationship with the County and has:
 - (a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
 - (b) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor/bidder is required to file a questionnaire not later than the seventh business day after the later of the following:

- (a) the date the vendor begins discussions or negotiations to enter into a contract with the County or submits an application or response to a bid proposal; or
 - (b) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.
15. The County reserves the right to accept or reject any or all RFQ's as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Qualifications if found in the best interest of the County. All RFQ's become the property of Comal County, Texas.
 16. There is no express or implied obligations for Comal County to reimburse responding Physician for any expenses incurred in preparing a response to this Request for Qualifications and the County will not reimburse responding Physician for these expenses, nor will the County pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.
 17. The County shall not be responsible for any verbal communication between any employee of the County and any potential Physician. Only written requirements and qualifications will be considered.
 18. Should there be a change in ownership or management of a submitting Physician; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and pricing. This contract is non-transferable by either party.
 19. Payment will be made in accordance with the negotiated contract.
 20. Negotiations may be conducted with qualified Physician(s) who submit the RFQ that is reasonably susceptible of being selected. All Physician(s) reasonably susceptible of being selected based on qualifications submitted in response to this request may be given an opportunity to make a presentation and/or interview with the Selection Committee. Following any interviews, Physician(s) will be ranked in order of preference and contract negotiations will begin with the top ranked Physician(s). Should negotiations with the highest ranked Physician fail to yield a contract, or if the Physician is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked Physician, etc.
 21. At the public opening, there will be no disclosure of contents to competing Physicians and all RFQ's will be kept confidential during the negotiation process.
 22. Award of the contract shall be based on demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by State Law.
 23. RFQ's must be completed and submitted as required in this document. Certification form must be fully completed.

Comal County is aware of the time and effort you expend in preparing and submitting proposals to the County. Please let us know of any submittal requirements causing you difficulty in responding to our Request for Qualifications. We want to facilitate your participation so that all responsible vendors can compete for the County's business.

Awards should be made approximately 2 to 3 weeks after the opening date of the qualifications. If you have any questions concerning this Request for Qualifications and specifications, please contact Comal County Purchasing Office at (830) 643-5850.

SCOPE OF WORK

It is the County's intent that the successful Physician will prescribe generic medicines when available.

Basic Services

Physician shall visit the Comal County Jail as necessary for the purpose of reviewing medical information, conducting medical examinations, providing emergency medical treatment, providing medical services to treat offenders for injuries, illnesses and diseases, and prescribing medicines for offenders incarcerated in the Comal County Jail and requiring medical attention. Estimated time required by the Physician will be minimum of (3) three hours per week, and available to respond on site to emergencies as needed, with a minimum of two onsite visits per week. The Physician shall review charts during on site visits. Physician must be on call 24 hours a day 7 days a week.

Physician bilingual in Spanish/English is preferred.

Physician shall be responsible for care while the offender is at the Jail facility. If the Physician determines that hospital care is required, the offender is transferred to the Hospital. Care of the offender would transfer at this point.

As with all county services, cost to the taxpayer is always a consideration. Physician shall work with the County in minimizing costs while still providing the appropriate care to the offender.

Compensation

For services rendered hereunder, the Physician shall be paid an all inclusive amount. Payments will be treated as contract labor and a 1099 will be provided. One-twelfth (1/12) of the annual fee will be paid the first Thursday of each month.

Any billed services shall be at the dollar amount normally *paid* by Medicare.

Term of Contract and Contract Renewals

The initial term of this agreement shall be April 14, 2011 to April 13, 2012. The Physician and County agree that the contract may be extended by mutual written agreement annually for up to three additional years. Physician and County agree that either party may cancel the contract at the by giving written notice to the other party at least 60 days prior to the end of the contract.

Professional Liability / Medical Malpractice Insurance

The Service Provider shall maintain during the term of this contract a \$1,000,000.00 malpractice insurance policy and a General Liability Policy of \$1,000,000.00 naming Comal County, as an additional insured. Service Provider shall provide a Certificate of Insurance for both policies which shall provide for a fifteen (15) days advance notice to County of the cancellation of such policy.

Said policy shall be in the form and substance approved by the County. Prior to execution of this Agreement, the Physician shall provide the County with a Certificate of Coverage evidencing such malpractice/professional liability coverage for the entire term of this agreement. There shall be no termination or reduction in coverage during the term of this agreement, without prior approval of the County; upon any increase in coverage limits, the Physician shall provide the County with a Certificate of Coverage evidencing such increase.

It is the intention of the parties that the Physician is an independent contractor and not an employee by virtue of the Agreement and the Physician shall maintain a policy of malpractice/professional liability coverage.

FURTHER, THE PHYSICIAN SHALL INDEMFIFY AND HOLD HARMLESS AND RELEASE THE COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, ASSIGNS, INVITEES, AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, DAMAGES AND COURT COSTS, INCLUDING ATTORNEYS' FEES, ARISING FROM OR IN ANY WAY ASSOCIATED WITH OR ATTRIBUTES TO THE PERFORMANCE OF THESE DUTIES, OR THOSE OF HIS EMPLOYEES, AGENTS OR OTHER PERSONS WORKING UNDER HIS DIRECTION.

Health Insurance Portability and Accountability Act

The County, by this agreement, is engaging the Physician, in whole or in part, to provide medical services as described above. The Physician is a covered entity under the Health Insurance Portability and Accountability Act ("HIPPA"). The Physician shall during the course of this Agreement, remain in compliance with all of the applicable HIPPA regulatory provisions. The County reserves the right to receive assurances of compliance, including but not limited to inspections of Physician's HIPPA policies and procedures and practices. The Physician shall inform the County of any breaches or violations of HIPPA regulations that may occur during the course of this Agreement, including breaches or violations made by business associates of the Physician. Failure to comply with this section is a breach of this Agreement and, in the County's sole discretion, may result in termination of this Agreement or other appropriate action.

SELECTION PROCESS

The selection team shall be responsible for reviewing responses to the RFQ and qualify based on experience, capability to perform, past performance and other factors deemed appropriate.

Based upon the RFQ and the interview process, the selection team will review and rank based on the information submitted. If the County is unable to reach an agreement with the number one ranked Physician County will proceed to negotiate with the number two ranked Physician, and so on until a contract is reached.

ACCEPTANCE OF EVALUATION METHODOLOGY

Submission of qualifications indicates Respondent’s acceptance of the evaluation techniques and the recognition that subjective judgments must be made by the County during the evaluation process.

SCORING CRITERIA

Scoring Criteria shall be based on the following;

Physicians qualifications and experience	50%
Interview	50%
TOTAL	100%

REQUEST FOR QUALIFICATIONS

Information supplied in response to the identified project description and proposed scope of work will be evaluated upon the criteria as described below:

1. What is your License Number?
2. What Medical School did you attend?
3. Where was your Residency?
4. What is your Specialty(s)?
5. What are your Fellowships?
6. What Accreditations do you have?
7. Do you currently operate a medical office?
 - If yes, what is the staff composition?
8. Do you have offender care experience?
 - If yes; give dates, location, contact person, phone number, fax number and number of offenders in facility.
9. What is the name, experience and education of the Physician's Assistant (PA) that you would employ?
10. Have you had any malpractice suits within the last three years?
 - If yes; give dates and nature of suit.
11. Have you been investigated by any Medical Board within the last three years?
 - If yes, give date and nature of investigation.
12. List three (3) references:

Name: _____
Address: _____
Phone #: _____
FAX #: _____

Name: _____
Address: _____
Phone #: _____
FAX #: _____

Name: _____
Address: _____
Phone #: _____
FAX #: _____

13. Fee shall be indicated on Physician's letterhead and placed in enclosed envelope, sealed and included with RFQ.

CERTIFICATION

The undersigned affirms they are duly authorized to execute the contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

Signed By: _____ Title: _____

Typed/Printed Name: _____

Company Name _____ Date: _____

Mailing
Address: _____
Street/P. O. Box City State Zip

Telephone #: _____ Cell #: _____ Fax #: _____

Email Address: _____

Employer Identification Number/Social Security No: _____