
Purchasing Services

PROPOSAL #P06-104

Provide Temporary Psychiatry Services for UMDNJ-University
Correctional HealthCare Facilities

ADDENDUM #1

June 30, 2006

The University of Medicine and Dentistry of New Jersey is seeking contractors to Provide Temporary Locum Tenens Services for UMDNJ, University-wide, scheduled to open on July 6, 2006 at 2:00 P.M.:

Change Opening Date to Read: July 20, 2006 at 2:00 PM

I. Answers to written questions received.

1. **Question:** Page 2, Section 1.1.2 - "Intent" As a locum tenens agency, we are not governed by JCAHO and have our own QA (Quality Assurance) and QC (Quality Control) guidelines and processes. Much of the guidelines are similar, but generically speaking it's not a requirement. What kind of issue will this be?

Response: UMDNJ placements for practitioner and medical staff are required to be JCAHO compliant, i.e. appropriate license, criminal and reference background checks, physical exam, certifications and PPD.

2. **Question:** Page 5, Section 1.4.9 - "HIPAA Compliance" By definition, Business Associates come in contact with protected health information (PHI). As a locum tenens agency, we will not come in contact with PHI's, but the independent contracted physicians that we place will. Therefore, we will sign a Business Associate Agreement as applicable to the relationship. (please see attached form with potential word changes, if applicable).

Response: Any changes to the Business Associate Agreement can be submitted by the bidder for review and approval by UMDNJ upon award of the RFP.

3. **Question:** Page 10, Section 3.2 - "Rights of UCHC" Due to the fact that the independent contractors that we work with also work at other assignments and at other various locations throughout the country, their availability varies. The term "*must*", when referring to identification of candidates, seems impractical. Therefore, may we suggest the alternate wording of "The Contractor "*will do their best*" to identify candidates?

Response: Change to read the Contractor will do their best.

4. Also, can you please clarify the immediate dismissal of a psychiatrist with or without clause? Will any notice be given whatsoever? In the next sentence, however, you state “UCHC reserves the right to discontinue/cancel the services of a psychiatrist provider within four weeks”. The two sentences seem to contradict themselves.

Response: Immediate dismissal would be for a serious performance issue or improper conduct with a patient and the right to discontinue/cancel would be for canceled funding within the University, poor performance or operational necessity. In both instances the Contractor would be notified.

5. **Question:** Page 23, Section 3.9 – “JCAHO Requirements” Because Staff Care is only a placement agency; physicians are independent contractors of Staff Care. Because of this fact, # 1, 8, and 9 are not applicable.
(1) Employment application. Physicians will not complete a Staff Care employment application.
(8) There is no mandatory training
(9) We do not perform annual reviews or competency assessments.

Response: These items are required for medical staff not physicians.

6. **Question:** Page 24, Section 3.12 – “Rollover Fees” Staff Care does not offer a waived permanent recruitment fee to its clients. We do from time to time negotiate a discounted rate for consecutive service provided by the independent contractor. These specific discounts will be listed on our rate sheet once the bid is submitted.

Response: Delete this section, the terms of the rollover fee will be requested with the fee for each position requested as needed.

7. **Question:** Page 24, Section 3.16 – “Interview Fees” As a standard procedure, interviews are conducted over the phone. Specifically, for independent contractors that are not local to the assignment.

Response: This cost will be considered as Reimbursable Expenses – see Section 3.2 of the RFP.

8. **Question:** Page 26, Section 4.6 – “Contractor Responsibilities” The Contractors (being Staff Care) is limited to the actual procurement of candidates. Staff Care acts as a placement agency only. We are not in the position to instruct the independent contractor on how to perform psychiatric services.

Response: The Contractor would be responsible to ensure the placement meets UMDNJ criteria and qualifications.

9. **Question:** Page 27, Section 4.7 – “Substitution of Staff” Can you elaborate on your usage of the word “personnel”? Are you referring to Staff Care personnel or the independent contractors? If referring to the independent contractors, Staff Care will replace or attempt to replace, if requested.

Response: We are referring to independent contractor or subcontractors.

10. **Question:** Page 35, Section 5.5.4 - “Business Associate Agreement” Please see attached form where our applicable changes have been made. Are these amendments possible?

Response: See response to question 2.

11. **Question:** UMDNJ “Standard Terms and Conditions” Section 2.0 – “Precedence of Standard Terms and Conditions” Is this referring to previously discussed amendment process?

Response: No, the standard terms and conditions are located on the Purchasing web page at: www.umdj.edu/purchweb

12. **Question:** Page 10, Section 3.1 – “Subcontracting or Assignment” Does UMDNJ consider independent contractor physicians as subcontractors?

Response: Yes

13. **Question:** Page 11, Section 4.2 – “Indemnification” Staff Care considers its services to be exclusive to the procurement of temporary independent contractors. The actual physician services provided by the independent contractor would not be considered a service of Staff Care. Therefore, indemnification would be limited to claims arising out of the services that Staff Care provides.

Response: The University requires that you will indemnify the University for any acts of your agents as well as your company. Thus, the need for you to carry professional liability insurance. See responses below on insurance.

14. **Question:** Section 4.3 – “Insurance” In reference to the first paragraph of this section, Staff Care is not responsible for the actions of the provider. The physicians are independent contractors and not employees of Staff Care.
- (1) *Workers Compensation* – Staff Care provides workers compensation insurance for its employees only.
 - (2) *General Liability* – Staff Care does not typically name its clients as an additional insured. Is it possible to waive this requirement?

(3) *Comprehensive Automobile Liability Policy - ?????*

Response: Vendor is to provide workers compensation coverage for the doctors and, also, to provide professional and general liability insurance covering the physicians with individual limits of liability of not less than \$1million/\$3million per occurrence other than with respect to OB/GYN physicians who must be insured with limits of liability of not less than \$2million/\$4million (if they are actually to be engaged in OB activities). UMDNJ is to be provided with a certificate of insurance naming it as certificate holder. UMDNJ is to be named as an additional insured on the company's general liability insurance policy providing for limits of liability of not less than \$3million single limits of liability and which must include coverage for completed operations and contractual liability. Agency shall be solely responsible for any future damages or liabilities arising as a result of the performance of services pursuant to this Agreement.

15. **Question:** In reference to the statement, *“Liability insurance must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work”*, we can’t guarantee we’ll have the same policy in effect for the duration of the contract. Below is the same or similar coverage language that can be implemented:

“Should Agency bind coverage with a different carrier, Agency shall purchase the extended reporting period endorsement (tail) or shall provide similar protection. The protection shall be in accordance with the same policy terms and conditions in place the preceding policy year.”

Response: Language should read: *“Should Agency provide for liability insurance under a claims made policy, Agency shall be solely responsible for protecting and insuring against any and all said future liabilities or damages which may arise.”*

16. **Question:** *Additional contract language not discussed in RFP or standard terms:*
- (1) *“Cancellation clause”* for independent contractors - shall not be effective until 30 days after written notice, unless for cause.
 - a. ***The “Standard Terms and Agreements”* references 30 days notice under Section 5.0 for cancellation of this contract, but we want to ensure that this cancellation of 30 days notice would be extended to situations where a provider has been accepted and scheduled to work by UMDNJ.
 - (2) *“Candidate exclusivity”* – Once a provider is presented by Staff Care to UMDNJ, any future service by that provider must be scheduled through Staff Care for a period of two (2) years from presentation or the last day of temporary assignment.
 - (3) Independent contractor status. See disclaimer highlighting 13 areas of acknowledgments of independent contractors.

Response: (1) This is approved.

(2) This is not approved.

(3) The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements, conditions or deviations made by the bidder to the RFP's requirements or terms and conditions, could result in a determination that the bidder's proposal is materially non-responsive and will be rejected."

17. **Question:** Page 2, section 1.1.1, 2nd paragraph - Please verify if vendors can bid for a specific specialty under the RFP; for example, can a vendor bid for Psychiatrist only or is it mandatory to bid for all specialties including social workers and licensed psychologist?

Response: No, the service is for temporary placements only, however the placement may result in hiring.

18. **Question:** Page 3, section 1.2, 3rd paragraph - CompHealth provides Locum Tenens physician services (Temporary physician services); please can you verify if this RFP requires vendors to also provide per diem services?

Response: Yes

19. **Question:** Page 10, section 3.3.1, first sentence states ...psychiatrist shall provide direct services to adult inmates in adolescent/forensic psychiatry. Please clarify?

Response: If the facility has a need for psychiatrists in the Juvenile Justice Commission Secure Care Setting, about half the residents are 18 to 21 years of age and the other half are under 18.

20. **Question:** Can you provide information on the age group or demographics of patients?

Response: Approximately "40% of the inmates are 30 or under, 53% of the inmates are between 30 and 50 and 7% of the inmates are over 50. 62% are Black, 20% are White and 18% are Hispanic."

21. **Question:** Page 13, section 3.3.2.1 - Locum Tenens physicians traveling out of state normally rely on rental cars and not their own vehicles while performing service. Please verify if the requirement for the physician to have own vehicle can be waived or reviewed case-by-case?

Response: This will be reviewed on a case-by-case basis.

22. **Question:** Page 22, section 3.8 - Please can you provide us with the clinical point of contact for each facility including phone numbers and e-mail address?

Response: Yes, this information will be provided to the Contractors after award.

23. **Question:** Page 24, section 3.12 - Please can you give an example of how the Roll-over Fees arrangement works, by providing an example?

Response: A Psychiatrist or physician would work for a specific number of weeks after which time; the University would like to hire them as a permanent employee and would pay the Contractor the required fee to hire the physician.

24. **Question:** Page 24, section 3.16 - Clarify if an interview with physician/psychiatrist will be face-to-face, by telephone or both?

Response: The interviews can be either or both and will be determined on a case-by-case basis by UCHC's Medical Director.

25. **Question:** Page 25, section 4.1.1 - This section states that "If delays in the bid process results in an adjustment of the anticipated contract effective date, the bidder agrees to accept a contract for the full term of the contract." Please verify if provisions will be made for any economic price adjustments if necessary?

Response: No provisions will be made for price adjustments.

26. **Question:** Page10, Section 3.1.1 - What is the current number of per diem staff?

Response: The UCHC currently is in need of 1 Full Time Equivalent (FTE) per diem psychiatry staff. This need will change with routine turnover. However, at any given time, on average, UCHC will require 2 Full Time Equivalent per diem psychiatry staff from placement agencies."

27. **Question:** Approximately how many man hours are being used for Psychology, Psychiatry, and LCSW?

Response: We currently have 68 FTE Social Work positions, 79 FTE psychology positions and 37 FTE Psychiatry positions. At any point we experience about a 1 to 4 percent vacancy rate. We plan to fill vacant positions with temporary coverage based upon operational necessity. Psychiatry positions typically require full coverage. Whereas, a vacant social work or psychology position can frequently be covered by peers for a short duration.

28. **Question:** Page 10, Section 3.1.2 - Is there a preferred background check service?

Response: UMDNJ currently uses Tabb, Inc. and the New Jersey Department of Corrections also conducts their own background check. They do not use a service.

29. **Question:** Page 10, Section 3.13 - What are the associated parking fees for the facilities?

Response: There are no parking fees at the sites.

BIDDERS MUST RETURN THE ENTIRE COMPLETED PROPOSAL RESPONSE INCLUDING ALL FORMS COMPLETED AND NO QUALIFYING STATEMENTS OR EXCEPTIONS WILL BE ACCEPTED.

Please contact Denise Council at (732) 235-9060 if you have any questions regarding this addendum.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL SPECIFICATIONS REMAINS UNCHANGED.

END OF ADDENDUM.