

**REQUEST FOR QUALIFICATIONS
FOR ACCESS TO SPECIALTY CARE
FOR
KANE COUNTY, ILLINOIS**

SUBMISSION SPECIFICATIONS

1. **Submit response to the Request for Qualifications based on the specific objectives required and the instructions detailed in the RFQ.**
2. **Use Submittal Letter Template.**
3. **Deadline for submission of submittal letter and attachments is N/A.**
4. **Respondents shall submit one (1) signed original of the required materials and (1) copy to *Kane County Health Department, ATTN: Michael Isaacson, Access to Specialty Care RFQ, 1240 N. Highland Ave, Ste 24. Aurora, IL 60506.***
5. **Originals/Copies submitted in response to a Request for Qualifications (RFQ) will not be returned to the respondents.**
6. **The submission of a response to this RFQ does not commit the County of Kane to award a contract, to pay any costs incurred in responding to the questionnaire, or to procure or contract for services prior to the issuance of a written agreement.**

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GENERAL INSTRUCTIONS

This Request for Qualifications (RFQ) package contains necessary instructions related to applying for a contract with Kane County. Interested parties are encouraged to review the RFQ package in detail prior to contacting the County.

Written questions concerning this RFQ package should be addressed to:

MICHAEL ISAACSON
isaacsonmichael@co.kane.il.us

KANE COUNTY HEALTH DEPARTMENT
1240 N. HIGHLAND AVE, SUITE 24
AURORA, ILLINOIS 60506
TELEPHONE: (630) 208-3140 FAX: (630) 264-1880

PUBLIC NOTICE REQUEST FOR QUALIFICATIONS

The Kane County Health Department is accepting Requests for Qualifications (RFQ) for providers for the Access to Specialty Care Initiative.

RFQ documents may be obtained from the Kane County Health Department, located at 1240 N. Highland Ave, Ste 24, Aurora, IL 60506. Completed RFQ's will be accepted in that office, on a rolling basis.

Michael Isaacson
Kane County Health Department

AN EQUAL OPPORTUNITY EMPLOYER

INSTRUCTIONS

This Section identifies Kane County's Standard Form Contract Requirements that are included in any contract issued to a successful Contractor as a result of this RFQ. These provisions are applicable to the Contract and are non-negotiable requirements. Attention should be given to Unit II, the Work Statement, which identifies services to be provided by the interested party.

GENERAL PROVISIONS

A. EFFECT

The Contractor understands and agrees that this Contract is subject to all the State and Federal laws, rules and regulations that pertain hereto. To the extent the General Provisions and the Special Provisions are in conflict, the Special Provisions shall control. To the extent that the Work Statement(s) and Special Provisions are in conflict, the Work Statement(s) shall prevail. To the extent that the Compensation Provisions are in conflict with the Work Statement(s), the Compensation Provisions shall prevail.

B. DEFINITIONS

As used throughout these General Provisions, the following terms shall have the meanings set forth:

1. **Contract** - a binding agreement that encompasses this document and all attachments hereto.
2. **Contractor** - the person, firm or organization contracted with the Department to provide the services and/or items as outlined in the work statement section of the contract.
3. **Department** - Kane County Health Department.
4. **Division** - an organization within the Department.
5. **Division Director** - a person hired to manage a division within the Department.
6. **Funding Source** - finances received from Federal, State, County or private agencies. Any changes by these agencies, which may impose conditions on the finances, will be passed on to the Contractor.
7. **Grievance** - a complaint arising from an adverse action, decision or policy made by a Department and filed by an individual or entity.
8. **HIPAA** – The Health Insurance Portability and Accountability Act of 1996, a legislation to amend the Internal Revenue Code of 1986 to improve portability and continuity of health insurance coverage in the group and individual markets to combat waste, fraud, and abuse in health insurance and health care delivery, to promote use of medical savings accounts to improve access to long-term care of health insurance, and for other purposes.
9. **State** - one of the constituent units of a nation having a federal government. In this case it refers to the State of Illinois.
10. **Subcontractor** - a person, agency or organization that a Contractor has contracted with or delegated some of its functions or responsibilities to provide covered services to its clients.

C. GENERAL REQUIREMENTS

1. The terms of this Contract shall be construed in accordance with Illinois law; any action thereon shall be brought in the Superior Court of the State of Illinois in and for the County of Kane, Illinois.

2. The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Kane County.
3. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Kane County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the provisions of the Illinois Department of Revenue, the provisions of the Illinois Board of Tax Appeals, the provisions of the Illinois Income Tax Act, Workmen's Compensation, and Unemployment Compensation Fund provisions. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work.

This agreement shall not be construed as creating any joint employment relationship between the Contractor and Kane County, and Kane County will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

D. AMENDMENTS

All amendments to this contract must be in writing and signed by both parties.

E. ASSIGNMENT/SUBCONTRACTING

All rights, liability, obligations or duties under this Contract cannot be assigned, delegated or subcontracted either partially or in their entirety, without the prior written approval of the Department. If Contractor carries out any of the provisions under this Contract through a subcontract with a value or cost of \$10,000 or more over a 12-month period with a related organization, such subcontract shall contain requirements identical to those set forth in this Contract

F. RETENTION OF RECORDS

Pursuant to State Law, Contractor and any subcontractor shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Contract. The Contractor shall make all such materials available at any reasonable time during the term of this contract and for the length of time established by law for audit, inspection and copying upon the Department's request.

G. ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse the Department for the services not adequately supported and documented.

H. CONTRACT COMPLIANCE MONITORING

The Department shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. The Department and/or its grantor agencies may schedule on-site visits for Contract compliance monitoring at any time during the contractor's normal business hours. The Contractor shall make available for inspection and/or copying by the Department's monitors, all records and accounts relating to the work performed or the services provided under this Contract.

I. DEFAULT

The Department may suspend, modify, or terminate this Contract immediately upon written notice to Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon any event that would jeopardize the ability of the Contractor to perform any of its contractual obligations. Such determination will not be made until such time as the Grievance Process has been exhausted.

J. TERMINATION

1. The Department reserves the right to terminate the contract after the first year, or upon 30 days written notice.
2. The Department has the right to terminate this Contract upon 24 hours notice when the Department deems the health or welfare of a client is endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will expire as of the date stated on the cover page.
3. This Contract shall automatically terminate in the event the Contractor's license is revoked or suspended.

K. WAIVER

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of the Department to enforce the provisions of this Contract or require performance by Contractor of any of the provisions shall not be construed as a waiver of such provisions or affect the right of the Department to thereafter enforce the provisions of this Contract. Waiver of any breach of this contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

L. NON-LIABILITY

Kane County and its officers and employees shall not be liable for any act or omission by the contractor of Subcontractor or any employee, officer, agent, or representative of Contractor or Subcontractor occurring in the performance of this Contract, nor shall these entities be liable for purchases or Contracts made by the Contractor in anticipation of funding hereunder.

M. INDEMNITY

The Contractor shall indemnify, defend, save and hold harmless, the County of Kane, its departments, agencies, boards, commissions and its officers, officials, agents and employees (hereinafter referred to as "Indemnitee"), from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim

processing, investigation and litigation) (hereinafter referred to as "Claims") for body injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County of Kane, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County of Kane. Each party will be responsible and assume liability for its own acts or omissions while performing any services under this contract. In the event that any claim is made against both parties for acts or omissions of both parties, it is the intent of the parties to cooperate in the defense of such claim and to the extent possible, cause their insurers to cooperate in such defense.

N. INSURANCE

The Contractor shall have in effect at all times, during the term of this Contract, insurance which is adequate to protect Kane County, its officers and employees, participants and equipment funded under the Contract. The Contractor shall provide the Department with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Kane County as an additional insured and shall inform the Department of a cancellation or decrease in coverage of any insurance required under this contract at least 30 days before such action takes place.

O. RIGHTS IN DATA

The parties hereto shall have the use of data and reports resulting from this Contract without restrictions except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

P. UNIVERSALITY

This Contract is awarded on behalf of the Kane County Health Department in its entirety. Any Department or Division, within Kane County, that has need of the services identified herein may utilize this contract.

Q. CHANGES

1. The Department may, at any time, by written order, make changes within the general scope of this Contract. These changes will be issued in the form of a Change Order, and require signature and agreement by the Contractor and the Department. Changes may occur in any one or more of the following areas:
 - a. Work Statement activities reflecting changes in Department regulations, policies or requirements.

- b. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by Funding Sources or Department regulations, policies or requirements.
2. Such order will not direct substantive changes in services to be rendered by the Contractor.

R. NON-COLLUSION

The Contractor expressly warrants that neither the Contractor or its associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of trade in conjunction with obtaining or acting under this contractor.

S. COOPERATION WITH OTHER CONTRACTORS AND SUBCONTRACTORS

The Contractor agrees that it shall fully cooperate with other Department contractors and carefully plan and perform its own work to accommodate the work of other Department contractors. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor with the exception of those necessary to protect clients from circumstances, which present a clear and present danger to them. The Contractor's employees shall wear appropriate identification whenever they provide service to a facility or service site.

T. RIGHT TO EXTEND CONTRACT

Subject to the availability of funds and acceptable contractor performance, the Contractor hereby acknowledges and agrees the Department shall have the unilateral right to extend this Contract for additional periods. If renegotiations fail then termination will occur (refer to J. Termination).

U. USE OF CONTRACTOR'S NAME

The Department may utilize Contractor's name as one of its providers in its education or marketing literature. Use of the Contractor's name for any other purpose requires Contractor's prior approval.

V. NO GUARANTEED VOLUME/NON-EXCLUSIVITY

The Contractor understands the Department reserves the right to have service provided by other than the Contractor. Additionally, the contractor hereby acknowledges that the Department makes no representations nor guarantees the Contractor any maximum or minimum number of units of service to be provided.

W. ASSIST WITH DEFENSE ON LITIGATION

The Contractor must cooperate in the defense of any action filed on behalf of Kane County related simply to the contract. Cooperation may include, but not be limited to, participating in depositions, interpreting medial records, meeting with County Attorney staff, or other representatives of the Department.

X. HANDICAPPED ASSURANCE

The Contractor must ensure that no qualified handicapped person is denied benefits, excluded from participation in a program, or unable to receive authorized services because the Contractor's

facilities are inaccessible to or unusable by handicapped persons.

Y. AFFIRMATIVE ACTION

The Contractor shall take affirmative action so that clients are provided contracted services without regard to payer source, race, color, creed, sex, religion, age, national origin, ancestry, or physical or mental handicap, except where medically indicated.

If the Contractor knowingly executes a subcontract with a provider with the intent of allowing or permitting the subcontractor to implement barriers to care (i.e. the terms of the subcontract act to discourage the full utilization of services by some clients), the Contractor will be in default of its contract.

If the Contractor identifies a problem involving discrimination by one of its providers, it shall promptly intervene and implement a corrective action plan. Failure to take prompt corrective measures may place the Contractor in default of its contract.

Z. HIPAA COMPLIANCE

The Contractor warrants to Kane County that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with Kane County in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with Kane County privacy officials and other compliance officers required by HIPAA, and its regulations. Contractor will sign any documents that are reasonable necessary to keep Kane County and Contractor in compliance with HIPAA, including but not limited to business associate agreements.

WORK STATEMENT

A. SERVICE DEFINITION

This service provides access to Specialty Care to uninsured residents of Kane County. Contractors should mobilize physicians and other community resources to reduce the burden of health related issues on the target population by increasing access to specialty services. The proposal models should be creative while retaining cost efficiency.

The Department, through state funding, will support the Access to Specialty Care Initiative. The Department facilitates this county-wide initiative through the Kane Community Health Access Integrated Network (KCHAIN). The Coalition currently consists of Kane County health providers and advocates, including the five hospitals, the federally qualified health care centers (FQHCs), a free clinic, two health consortia, faith-based and community representation. The Coalition is committed to increasing access to health related services, and to the establishment of medical homes in the community.

B. STANDARDS AND LICENSURE

1. The Contractor shall comply with all Federal, State and local legislation, rules and regulations relating to the provision of services under the terms of this agreement.
2. The Contractor shall comply with all applicable Department Policies and Procedures and joint policies or protocols developed by Department and the Contractor.
3. The Contractor shall ensure that suspected or alleged abuse, neglect, or exploitation is reported immediately to the appropriate authorities upon discovery.
4. The Contractor shall provide services in a manner that is sensitive to ethnic and cultural diversity with consideration for people who have limited English proficiency or impaired communication abilities.
5. The Contractor shall inform the Department of a cancellation or decrease in coverage of any insurance required under this contract at least thirty days before such action takes place.

The following insurance and minimum coverage are required:

- a. The Contractor shall maintain a policy of professional liability insurance, which shall be deemed as primary coverage for Contractor. Contractor shall provide to Department, upon request, evidence of a current Certificate of Insurance, in minimum coverage of \$500,000 per occurrence.

OR

- b. The CONTRACTOR will maintain a policy of professional liability and medical malpractice insurance as a deemed entity under the Federal Tort Claims Act. The CONTRACTOR shall remain deemed under FTCA throughout the term of this agreement and shall immediately notify the DEPARTMENT if deemed status is terminated for any reason. If FTCA deemed status is terminated, the CONTRACTOR shall be deemed as primary coverage for CONTRACTOR and shall name the DEPARTMENT as additional insureds. CONTRACTOR shall provide to the DEPARTMENT, from time to time, evidence of a current Certificate of Insurance, in minimum coverage of \$500,000 per

occurrence.

- c. Minimum insurance requirements stated herein are not to be considered limits on the Contractor's liability under this Contract.

C. SERVICE GOALS

In the review of healthcare access barriers and resources in Kane County, the immediate focus is the resident population that is uninsured. At present, the residents of Kane County have access to primary care through private practitioners, geographically dispersed FQHCs, and free clinics. It appears that the infrastructure for primary care access is adequate at this time. The primary goal is to establish a model system of referral to specialty care that will provide clear and thorough coordination of healthcare for patients and medical providers. Kane County faces a critical need for a coordinated and integrated system of specialty care delivery.

D. SERVICE OBJECTIVES AND TASKS

OBJECTIVE 1:

The Contractor shall qualify for funding requested considering the following:

- Ability to provide access to specialty care services to their target population
- Number of specialists that will agree to provide services to Contractor's patients
- Number of Administrative staff identified for the program

OBJECTIVE 2:

The Contractor shall provide appropriate primary care interventions required to facilitate referral to specialty care.

OBJECTIVE 3:

The Contractor shall coordinate specialty care treatment for its uninsured patients.

SERVICE TASKS

3.1 Provide to the Department a list of all patients requiring specialty care.

3.2 Provide completed KCHD Specialty Care Referral/Reimbursement Data Form for all patients requiring specialty care.

OBJECTIVE 4:

The Contractor will document in-kind contributions greater than or equal to the amount awarded in their contract with the Department.

OBJECTIVE 5:

The Contractor shall participate in Quality Management activities upon request by the Department including chart audits.

SERVICE TASKS

- 5.1 Provide patient follow-up for all referrals to determine if referrals were successfully completed.
- 5.2 Maintain records that are complete, accurate and contain sufficient documentation to warrant the treatment rendered.
- 5.3 Ensure that quality of care issues, which may impact health, safety, and well being, are identified and corrected.
- 5.4 Work cooperatively with the Department to offer outcome and process measurement to insure continuity of patient care, and to evaluate models of services provided at the Site.
- 5.5 Share model information with the coalition for this pilot year.

COMPENSATION

- 1. The Department will provide reimbursement on a monthly basis to the Contractor via completed specialty referral form (attachment A) not to exceed the contract amount.
- 2. This is a pilot program and continued reimbursement will be awarded to organizations with most effective/efficient specialty care models.
- 3. Current funding will pay for services provided through June 30, 2009. This deadline may be extended as additional funding becomes available.

SUBMITTAL LETTER

Michael Isaacson
Kane County Health Department
1240 N. Highland Ave, Ste 24
Aurora, Illinois 60506

Dear Mr. Isaacson:

In response to your Request for Qualifications for Access to Specialty Care, please accept this letter of intent to coordinate Specialty Care Services in Kane County by participating as a pilot site.

I have enclosed the following:

- Average number of specialty care referrals per month
- Proof of current licensure and/or certification for referring physicians
- Proof of Professional and General Liability insurance
- Brief description of our approach to increasing access to specialty care(limit to 2 pages)

I hereby certify that to the best of my knowledge and belief, my organization can meet all the objectives and service goals defined in this RFQ.

I additionally certify that I am duly authorized to submit this application on behalf of my organization.

Questions concerning this application should be addressed to (authorize individual) at (telephone number).

Sincerely,

Signature

(Authorized Individual) (Date)

Typed Name

Title

Dbn



Kane County Health Department: Specialty Referral Form

This form must be completed in full or treatment of the patient may be delayed.
ALL INFORMATION IS STRICTLY CONFIDENTIAL

Referring Agency : _____
Address: _____
Phone: _____ Fax: _____
Contact Person: _____ Email: _____

Patient Information

Last Name : _____ First Name : _____ DOB: _____
Address: _____
Phone: _____
Interpreter Required: Yes No Primary Language: _____

Medical Home Information

Medical Home: _____
Address: _____
Phone: _____ Fax: _____
Referring Physician: _____
Reason for referral: _____

Referral Information

Diagnostic Referral
Hospital/Agency Name: _____
Address: _____
Phone: _____
Fax: _____
 Applied for Financial Assistance Approved Slide(%): _____

Specialist Consult
Medical Specialty _____
Specialist Name: _____
Address: _____
Phone: _____
Fax: _____

Primary Diagnosis: _____

Assessment and Recommendations

Additional Follow-up: _____ Medication Intervention Education

To be Completed by Referring Agency

Date of Visit: _____

Please check all that apply

	<u>CPT Code</u>	<u>Fee</u>		<u>CPT Code</u>	<u>Fee</u>
<input type="checkbox"/> Consultation _____	_____	_____	<input type="checkbox"/> Dx/Labs _____	_____	_____
<input type="checkbox"/> Follow Up _____	_____	_____	_____	_____	_____
<input type="checkbox"/> Other* _____	_____	_____	<input type="checkbox"/> Procedure/ Minor Surgeries _____	_____	_____

* With Prior Approval front the Health Department

Signature _____ Printed Name _____ Date _____