



**KERN HEALTH SYSTEMS**

2900 Buck Owens Blvd

Bakersfield, CA 93308

Request for Quote

Peer Review Services

Proposal Deadline:

March 15, 2021

## A. INSTRUCTIONS AND CONDITIONS

1. Definitions
  - a. As used herein, "RFQ" means "Request for Quote."
  - b. As used herein, "KHS" means "Kern Health Systems."
2. Preparation of Responses (Instructions to Bidders)
  - a. Before submitting a Proposal, each Bidder is expected to thoroughly examine the specifications in the Attachments, and all other related contractual documents included in this RFQ, including subsequent amendments to the RFQ. Failure to do so will be at the Bidder's risk, and will not bar the Bidder's obligation to perform if a contract is awarded pursuant to this RFQ.
3. Explanation to Bidders
  - a. If a Bidder desires an explanation of any kind regarding provisions of this RFQ, the Bidder must generate a written request for such explanation. The request may be e-mailed to [RFP@khs-net.com](mailto:RFP@khs-net.com), faxed to 661-664-4381, or addressed to:  
Kern Health Systems  
Attention Purchasing Department  
2900 Buck Owens Blvd  
Bakersfield, CA 93308
4. Submitting Proposals
  - a. **Please submit ONE (1) electronic copy. Electronic copy should be submitted via e-mail to [RFP@khs-net.com](mailto:RFP@khs-net.com).**
  - b. Faxed proposals will NOT be considered.
  - c. Alternate Proposals are not authorized and will NOT be considered.
5. **All Proposals must be received by KHS no later than March 15<sup>th</sup>, 2021 2:00 PM PST. Late Proposals will NOT be considered or accepted. For purposes of this RFQ, the official time shall be the time on the clock in the lobby of KHS front office.**
6. **Bidders Response Information**  
**Since KHS is a public entity, all responses may be disclosed through the Public Records Act. KHS may keep submissions and negotiations confidential until the Governing Board approves the final contract and/or a Purchase Order is issued.**
7. Award of Contract
  - a. Award will be made, in whole or in part, to the responsive, responsible Bidder whose Proposal is determined by KHS to be most advantageous to KHS, price, delivery, and other factors considered.
  - b. KHS may reject any or all bids, and may waive informalities and minor irregularities in bids received.
  - c. **THE CONTRACT IS SUBJECT TO KHS GOVERNING BOARD APPROVAL.**
8. Evaluation Process
  - a. The determination and final selection of the successful Bidder will be based upon evaluation by KHS considering all factors and such other criteria (subjective and otherwise) as KHS may, at its sole discretion, deem relevant. In no event will KHS be limited to selecting a Bidder based solely upon total cost submitted.

- b. Including the Total Price, the following overall factors will be considered:
    - Corporate capabilities
    - Responsiveness to RFQ
    - Experience with Peer Review Services
    - Value-added services
    - Timeliness of service
    - Trade reference and/or referrals
    - History of compliance with government contracts and laws
  - c. KHS will provide special consideration to vendors located and doing substantial business in Kern County.
9. Late Bids  
No Proposal or Proposal Amendment received at the office designated in this RFQ after the time set for receipt specified in this RFQ will be considered or accepted.
10. Cost of Preparation of Bids  
Costs for developing responses to this proposal are entirely the responsibility of the Bidder.
11. Withdrawal of Bids
- a. Proposals may be withdrawn by letter or in person by a Bidder or an authorized representative possessing proper identification and written proof of his authority to act on behalf of the Bidder. If withdrawn in person by a Bidder or a representative of the Bidder, the person withdrawing the Proposal will be required to sign a receipt for the Proposal.
  - b. Withdrawal action of any type must be done before the date and time specified for opening of bids in this RFQ.
12. Payment
- a. Invoices for services rendered shall be directed to:  
Kern Health Systems  
Accounts Payable  
2900 Buck Owens Blvd  
Bakersfield, CA 93308  
or submitted via email to:  
apinvoice@khs-net.com
  - b. Payment will be made upon receipt of an appropriate invoice and determination by KHS where products and/or services have been determined by KHS to be satisfactorily provided, and subject to the terms of the contract. Payment terms are Net 30 after receipt of a valid invoice. KHS is unable to take advantage of any prompt-payment discounts. KHS is not responsible for misdirected invoices.
13. Miscellaneous
- a. The successful Bidder may not assign the contract or any part of its obligations without the prior written consent of KHS, which may be withheld in its sole discretion.
  - b. The successful bidder will enter into a “Professional Services Agreement” with KHS.
  - c. Bidder recognizes that the Medi-Cal Managed Care and Healthy Families programs are dynamic programs that are subject to numerous legislative and regulatory changes, which will likely require the successful Bidder to implement related changes to the agreement that may be awarded pursuant to this RFQ.

14. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFQ become the property of Kern Health Systems. Any and all proposals received by the KHS shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Directors, or the matter has been set for consideration before the Board of Directors, whichever comes first.

Material designated as proprietary or confidential shall accompany the proposal and each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. KHS will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals.

Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that KHS does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted is labeled confidential or proprietary, the proposal shall include the following clause:

**(legal name of proposer) shall indemnify, defend and hold harmless Kern Health Systems, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.**

15. Timeline

The following timeline is based on KHS' requirements and will be strictly adhered to unless modified by amendment

- **February 26, 2021**      **RFQ release**
- **March 5, 2021**        **Bidder questions are due**
- **March 9, 2021**        **KHS will e-mail responses to all bidders**
- **March 15, 2021**      **Proposals due 2:00PM PST**
- **March 23, 2021**      **Contract Signed**

## **B. STATEMENT OF PURPOSE**

This RFQ contains a list of requirements for the selection of a vendor that can provide Peer Review Services.

KHS is soliciting responses from qualified Bidders to address the stated requirements of this RFQ. A qualified Bidder, for the purpose of this RFQ, is one that can reliably provide the required services to KHS and perform to the satisfaction of KHS and its regulators for the entire term of the agreement.

Upon receipt of this RFP, recipients are expected to read and understand the service priorities and requirements that have been defined by KHS. Ample opportunity will be given to ask questions and receive clarification. The final Proposal submitted should include all appropriate goods and services required to satisfy the identified priorities and requirements. KHS will look to the selected vendor for technical compatibility of components and application requirements satisfaction during the entire term of the agreement.

KHS management would prefer to have an ongoing relationship with the chosen Bidder. The character and operating principles of the successful Bidder are important to KHS management. The following sections ask questions about the history and purpose of the Bidder's company. Please answer the specific questions. If additional information would be informative to KHS management, please add it to the last question in each section. Bidders should number all responses with the section letter and section number.

## **C. BACKGROUND INFORMATION**

KHS is a public agency formed under Section 14087.38 of the California Welfare and Institutions Code. KHS began full operations on September 1, 1996. KHS serves about 280,000 Medi-Cal participants in Kern County. Medi-Cal is a jointly funded, Federal-State health insurance program for certain low-income people.

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

KHS desires a system and services that meet the following outlined criteria. The criteria is required but not limited to the defined outline. The goal is to obtain compliance of the Peer Review Services. Vendors will validate that their proposed system is compliant with the following requirements and the Peer Review Services. Please specify any exceptions where the proposed solution is not compliant with any of the following:

Vendor will provide Independent Medical Review services as requested by KHS (“Client”). Vendor shall have no responsibility for any benefit of medical care decisions. All determinations made by Vendor are recommendations only and are not intended to be construed to require any person to have or forgo medical treatment. Vendor services are not a substitute for medical services.

Client shall submit peer review requests to Vendor via fax, mail, web application or email. Vendor shall maintain current credentialing information for individuals who are members of that Vendor Network (“Reviewers”) to assure that every Reviewer has a current unrestricted license as applicable. Vendor shall assign each review to a Reviewer who shall be in an appropriate specialty or who shall possess specific knowledge appropriate to the request of the treating provider. Vendor will post completed peer reviews to a web portal. Client will retrieve the completed reviews via the web portal.

Vendor services shall be performed based on Client’s requested turnaround times. Turnaround times will be consistent with and in compliance with the Knox-Keene Act, Health and Safety Code Section 1367.01(h), which requires that decisions to approve, modify, or deny based on medical necessity will be made in a timely fashion not to exceed five (5) business days and under conditions of imminent threat not to exceed 72 hours.

Vendor will provide comprehensive medical recommendations utilizing case-specific patient information and history and industry standard guidelines including treatment protocols and current scientific evidence, which include medical necessity, appeals, peer to peer, and readmissions reviews for prospective, concurrent, and retrospective consideration. Physician reviewers should be specifically trained in Medicare/Medicaid rules and regulations based upon individual state guidelines. Vendor must maintain an internal compliance team versed in the ongoing regulatory landscape to ensure up to date legislative rulings are current in the review process.

Comprehensive services should have the ability to perform the following:

- Fully or partially delegated pre-service, concurrent, and post-service physician level reviews
- Initial reviews, appeals, grievances, and reconsiderations for both medical and pharmacological services
- Written and verbal communications to providers, patients and other approved parties
- Peer-to-peer calls
- Medical Director services
- Medical Director oversight of nurse-level reviews
- Panel reviews for complex cases
- URAC accredited and NCQA compliant

**ATTACHMENT B**

**SCHEDULE OF FEES**

Proposal Costs (This section is derived from the Scope of Services, Attachment A)

- A. Define your proposed method of reimbursement for services provided through your organization. Kern Health Systems customarily prefers itemized billing on a project basis (or as major milestones are accomplished for very large projects) with specific deadlines identified in the Proposal.
- B. Please provide a summary table matrix of costs by line item including:
  - 1. Item description
  - 2. Quantities required (specify units of measure)
  - 3. Not-to-exceed amounts for installation or travel
  - 4. Target date of completion
- C. List any additional costs that may be incurred in completion of this project and the circumstances that would trigger those costs.