THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF UNIVERSITY OF MISSOURI HEALTH CARE - REQUEST FOR PROPOSALS REQUEST FOR PROPOSALS DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS FAIR MARKET VALUE CONSULTING FIRM

I. SCOPE OF CONTRACT:

The University of Missouri Health (MUHEALTH) and any/all affiliates wish to receive supplier responses from established and experienced firms interested in providing consultation on processes and best practices to determine fair market value and to provide evaluation of agreements to determine fair market value.

Background Information

MU Health consists of the University of Missouri School of Medicine, Health Professions, Nursing and the hospitals and clinics of the University of Missouri Health Care including: Ellis Fischel Cancer Center, Missouri Orthopedic Institute, Missouri Psychiatric Center, University Clinics, University Hospital, University Physicians, Women’s and Children’s Hospital and MU Health Affiliates.

MU Health employs over 600 physicians and 300 non physician providers in all facilities.

IV. FINANCIAL DISCLOSURE:

All respondents must provide a complete disclosure of any and all financial relationships between Respondent and MU Health faculty and staff.

V. PAYMENT:

Payment in full will be made within thirty (30) days after receiving invoices for goods/services rendered as meeting all performance specifications.

Application for payment shall be made upon properly certified vendor’s invoice rendered in duplicate. These invoices should be sent to the UMHC Accounts Payable Department, One Hospital Drive, Columbia, MO 65212.

VI. MISSOURI CONTRACT:

This agreement shall be deemed to have been made in Missouri and the rights or liabilities of the parties determined in accordance with the laws of the State of Missouri.

VII. PERIOD OF CONTRACT:

Contract shall be effective at date of award for one year with the option by the University to renew for two (2) additional one- year periods, subject to quarterly and annual
performance evaluations by MU Health representatives. MU Health reserves the right to terminate the contract based on the consultants’ inability to meet evaluation criteria.

**Pricing for the initial two-year period shall remain firm.** Each respondent is required to state their maximum percent increase for each successive one-year renewal period. This percent shall be a percentage change in the unit prices and shall not exceed that percent OR the consumer price index percentage, all urban consumers, for the most recent reported period, whichever is less.

The University shall not interpret the maximum percent change for each two-year renewal period to be in effect. The successful respondent is required to submit in writing to the University of Missouri System Supply Chain, Office of the Director of Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ninety (90) days prior to the anniversary date of the contract and/or renewal period the proposed price adjustment, including justification for the proposed change for the next two-year renewal period. If the University accepts the proposed price adjustment, an addendum to the contract will be prepared which will extend the contract and reflect the new price. If the successful respondent does not submit this change to the University of Missouri System Supply Chain department in the time and manner as stated above, the agreement may, at the option of the University, be renewed at the same price from the previous one-year period.

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS MO. Therefore, if MU Health determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days’ notice.

**VIII. INSTRUCTIONS FOR PROPOSAL RESPONSE:**

Respondents are required to fully respond with compliance statements to each of the mandatory/limiting specifications/criteria. Respondents are required to fully respond with description of ability to meet (and how) desirable specifications/criteria.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that specifications are met. If “no response” or insufficient response to substantiate compliance is provided, MU Health reserves the sole right to reject vendor’s proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked. These are not valuable in the volume of information the various evaluating teams must review.

Multiple copies of Proposals must be submitted in the number and manner as specified below:
Volume I – Functional Technical Section is to be submitted with five (5) total copies, one original and four (4) copies, and one (1) electronic copy via either jump drive or CD and must contain:

- Response to Information for Respondents and General Conditions, Mandatory Specifications and vendor responses, and Desirable Specifications and vendor responses. If there is any vendor related contract that must be signed as part of doing business, it should also be included in this section. This section includes all response information, except pricing information.

Volume II - Financial Response Section must be submitted in a separately sealed envelope in triplicate (one original, one copy and one electronic copy) and contain:

- Proposal Form with any supplemental pricing schedules, if applicable, and Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical. This section should also include the Supplier Diversity Participation Form, Business Associate Agreement, and Physician Self-Referral Law Questionnaire. Financial statements that may be required are also to be included in this section.

Vendor must complete and return the University Proposal Form with proposal response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of response.

IX. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL:

Proposals will be awarded based upon the pricing and functional/technical evaluation.

Respondents must meet the mandatory requirements to be “qualified” for scoring. If requirements are not met, the vendors are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored criteria/desirable specifications, which includes qualitatively, how specifications are met. A team of MU Health individuals will evaluate and assign points to vendor’s responses to desirables. At the sole option of MU Health, the functional/technical review team may decide to go on a site visit, at their expense or request vendors to perform presentation to confirm specifications are met as provided in responses. MU Health could elect to not award to a potential respondent if site visits revealed compliance inconsistency.

XI. INSURANCE

Insurance
(Examples: Service Vendors; office lessee; travel agencies; photography; marketing consultants)
Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements
described herein. The requirements contained herein, as well as the University’s review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

**Note:** Anyone who serves alcoholic beverages on a University of Missouri Campus must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than $1,000,000 each claim or each common cause and at least a $1,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri should be named as an Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

**Business Auto Liability (If required in service performance)** Contractor agrees to maintain Business Automobile Liability at a limit not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers’ Compensation & Employers Liability** Contractor agrees to maintain Workers’ Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: $500,000 each accident, disease each employee and disease policy limit.

**Contract Language**
The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

**Indemnification**
The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense...
from any cause of action arising from the Contractor’s operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, MU Health shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

XVIII. MANDATORY SPECIFICATIONS

Respondents must meet all mandatory requirements in this section in order to provide a response to this RFP. Any Respondent that does not meet all of the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

1. It is mandatory that your firm has expertise in providing fair market valuation and documentation according to regulatory requirements in regards to health care fraud and abuse for a broad range of professional service agreements including the following:
   a. Medical Director
   b. Administrative Services
   c. Professional Services for physician services (various specialties) and other non-physician provider types including nurse practitioner, physician assistant, physical therapy, athletic trainer, etc)
   d. On Call services
   e. Telehealth Services
   f. Management services
   g. Lab services agreements
   h. Assets
      i. Real estate
      j. Bldg. structure and evaluation
      k. Equipment and supplies
      l. Any other agreements as related to fair market value and mutually agreed upon

2. It is mandatory the respondent has healthcare expertise with a minimum of 4 years of experience
3. It is mandatory the respondent is skilled and knowledgeable in providing fair market value valuation for various provider types and specialties.

4. It is mandatory the respondent has the ability to provide valuation relative to the geographic area where services will be provided for MU Health and affiliates.

5. It is mandatory that the turnaround time for standard valuations is a maximum of 5 business days with the ability to expedite urgent requests.

6. It is mandatory that consultation services be provided that are related to best practices.

XIX. DESIRABLE SPECIFICATIONS

1. Describe your experience in academic medical settings as it relates to the scope of this proposal.

2. Provide 3 health care references your firm is currently working with. Please include contact information.

3. Provide information about the personnel that would be assigned MU Health. Include credentials to include number of years’ experience, knowledge and experience, and specific skills set as it relates to this scope of work.

4. Describe your experience in rural and semi-rural markets. Describe what markets you have experience in when determining fair market value.

5. Describe your experience in determining FMV for physician compensation.

6. Describe the nature of work performed and the results obtained for an engagement.

7. Describe methodology in performing work and data sources you access to include whole process start to finish.

8. Provide samples of analysis and documentation that is provided to customer as a result of engagement.

9. Describe other areas of expertise that is available by your firm

SPECIAL INSTRUCTIONS—ELECTRONIC REQUESTS
If you have requested and/or otherwise received an electronic copy, and for any reason our specifications and general conditions are altered in the response, University will ignore the alteration, and our specifications and general conditions will be the prevailing document.