



Date: June 11, 2014

RE: AP for Provider Network Consultant (PCS# 490000-0010-AP)
Closing Date/Time: June 25, 2014 at 3:00 p.m. (Pacific Time)

Dear Potential Respondent:

The University of Oregon (University) is issuing this Alternative Procurement (AP) letter to engage a consultant specializing in college student health services with the following capabilities and qualifications:

1. Qualifications.

- 1.1 At least five years' experience in managed health care provider contracting.
- 1.2 Demonstrated understanding of the operation of college health programs.
 - 1.2.1 Three references from college health program clients where direct contracting was included in the scope of work must be provided. References must be able to address Respondent's:
 - Ability to maintain confidentiality and privacy of negotiations and data.
 - Ability to compile, analyze, interpret, and use financial data from investigative research in achieving contractual goals.
- 1.3 Experience in direct contracting for a local provider network for a college health program, including on-site consultant negotiations.
- 1.4 Professional communication skills (e.g, report writing, business correspondence, interpersonal and presentation skills) sufficient to function successfully in a multi-disciplinary, collaborative environment.
- 1.5 Conformance with all applicable HIPAA regulations.
- 1.6 Advanced degree or credentials in a health-related discipline.

2. Services. The successful Respondent will provide to the University's University Health Center (UHC), services in a multi-phased approach, in four week increments.

2.1 Phase 1 will include the following:

- 2.1.1 Develop a contractual instrument, satisfactory to the University, for University to use in connection with building a local provider network. Such contractual instrument shall contain the following template provisions: recitals; applicable definitions; separate provider and UHC responsibilities; credentialing; compensation and payment arrangements; quality assurance and utilization



review; liability and insurance protection; marketing and advertising provisions; dispute resolution; term and termination provisions; and any other general provisions to hold parties accountable and build a well-functioning local provider network.

2.1.2 Compile a listing of local medical, mental health, and vision care providers in the greater Eugene-Springfield metropolitan area that have provided or have the potential to provide care for University students, for the University's review and approval.

2.1.3 In coordination with University, conduct confidential negotiations with local area providers on the approved list for fees-for-services costs and/or capitated (per-member, per-month) costs of their services for care to University students.

2.2 Phase 2. Contractor will work with University to complete an actuarial review based upon the results of Phase 1.

2.3 Phase 3. Contractor will work with University to complete and execute the contractual instruments developed under Phase 1.

2.4 Phase 4. Contractor will work with University to implement and maintain the local provider network.

2.5 Other Services. As requested by University Contractor will provide the following services throughout any of the above listed phases:

2.5.1 Under the direction of the University, provide oversight, direction, development, problems resolution, and leadership for all activities related to the development of the provider network on behalf of the University.

2.5.2 Any other services requested by University and related to the creation of a local provider network for the University.

3. Submittals. For consideration, you must provide all requested information in accordance with the procedures set forth in this AP letter. Please do not respond exclusively by telephone or merely by sending marketing brochures. Please feel free to make suggestions, in addition to responding to the requirements of this AP letter. Respondent's submittals must include the following:

3.1 Cover letter summarizing your Response.

3.2 Contact information, including name and title of primary contact, business name, address, telephone number and email address.

3.3 Entity Verification (for entities other than sole proprietorships):

3.3.1 Evidence in the form of a Secretary Certificate (or equivalent documentation) that the individual submitting the Response is authorized to act for and bind the Respondent in all matters relating to the Response and possible subsequent contract. This type of written documentation is commonly in the form of a Secretary's Certificate or Officer's Certificate issued by the board or committee governing the entity. The written documentation, however, is



not required to be in any particular form as long as it clearly shows the individual signing the Response has authority to bind the Respondent.

- 3.3.2** Evidence that Respondent (if not organized or incorporated in the State of Oregon), is in good standing in its state of organization or incorporation. This type of written documentation is commonly in the form of a certificate of good standing. The written documentation, however, is not required to be a certificate of good standing. For example: A corporation incorporated in Delaware could go to the Delaware Secretary of State's website, perform a business entity search on itself, and submit with its Response a copy of the record retrieved from that site.
- 3.4** Evidence of Respondent's financial capability to meet the responsibilities to perform the contract which may include balance sheets, income statements, financial statements, independent financial compilation/review or other financial information whereby University can determine Respondent's credit rating or financial capability.
- 3.5** Detailed information on how the Respondent meets each of the qualifications set forth above, including a firm resume and description of resources available to Respondent to perform under a contract awarded pursuant to this AP letter.
- 3.6** Evidence that Respondent has any and all licenses (including, but not limited to, software licenses) necessary for the work contemplated herein.
- 3.7** Description of Respondent's experience performing projects similar in type and magnitude to the subject of this AP letter. Respondent's description must include a minimum of three examples demonstrating the above experience and include work samples of similar projects (e.g. photographs, literature, schematics, report samples, etc.).
- 3.8** List of three clients (and their respective contact information) for whom Respondent has completed similar projects and meet the requirements listed above in Section 1 Qualifications. These clients may be contacted by University for an evaluation and assessment of the Respondent's performance.
- 3.9** List of key personnel who will be providing the services described in this AP letter. This list should contain each individual's name, title, qualifications, areas of expertise, experience with projects of similar scope and nature, and concise business biography or resume.
- 3.10** Detailed description of procedures and other aspects of the working relationship expected between Respondent's project manager and University's representative, Michael Eyster, Associate Vice President for Student Affairs and Executive Director, University Health Center.
- 3.11** Full description of all deliverables, which Respondent would provide under a contract awarded pursuant to this AP letter.
- 3.12** Proposed timeline with breakdown of time allocated for the completion of all Work and deliverables under each phases listed above, which Respondent would be responsible for under a contract awarded pursuant to this AP letter. Please note, University's goal is to have the work completed in the following timeframes:



- 3.12.1 Phase 1 completed within four weeks of execution of the contract awarded pursuant to this AP.
- 3.12.2 Phase 2 completed within four weeks after the completion of Phase 1.
- 3.12.3 Phase 3 completed within four weeks after completion of Phase 2.
- 3.12.4 Phase 4 completed within four weeks after completion on Phase 3.
- 3.13 Itemized schedule of costs for including hourly rates and fees (and overall total cost of work), which Respondent would provide under a contract awarded pursuant to this AP letter.
- 3.14 **Completed and signed Representations, Certifications and Acknowledgements attached to this AP letter as Exhibit A -- If you do not sign the Representations, Certifications and Acknowledgements your Response will not be considered for award.**

Please submit your Response and direct any questions regarding this procurement to Michael Eyster, Associate Vice President for Student Affairs and Executive Director, University Health Center on or before June 25, 2014 at 3:00 p.m. (Pacific Time) at the following address:

Michael Eyster, Associate Vice President for Student Affairs and Executive Director
University Health Center
1232 University of Oregon
Eugene, OR 97403
meyster@uoregon.edu

Submission of a Response constitutes a firm, binding and irrevocable offer for a period of three months following the Closing Date and Time.

It will be at University's sole discretion (i) to consider Responses submitted after the date set forth above, and (ii) to determine whether a Respondent's submittals are sufficient to determine if that Respondent is responsible to perform under a contract awarded pursuant to this AP letter. University reserves the right to request further information as needed for clarification purposes.

All Responses to this AP letter become the property of University. By submitting a Response to this AP letter, Respondent grants the University a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Response solely for the purpose of evaluating the Response, negotiating a contract, if awarded to Respondent, or as otherwise needed to administer the procurement process, and to fulfill obligations under Oregon Public Records Laws. Responses, including supporting materials, will not be returned to Respondent.

Responses to this AP letter will be retained by the University for a required retention period and made a part of a file or record that will be open to public inspection. If a Response contains any information that is considered a "trade secret" under ORS 192.501(2), you must mark each page containing such information with the following legend: "TRADE SECRET".



The Oregon public records law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies “unless the public interest requires disclosure in the particular instance.” Non-disclosure of documents or any portion thereof or information contained therein may depend on official or judicial determinations made pursuant to law. An entire Response to this AP letter marked as “trade secret” is unacceptable, and the Response will be deemed available for disclosure to the public.

Price will be one of many factors considered in any purchase. The factors considered are not limited to those addressed in this AP letter, the Responses to this AP letter, or any other inquiries the University might make and Responses it might receive. The University reserves the right to request in-person meetings and/or presentations by Respondents if, in its sole discretion, the University determines that such meetings and/or presentations are in its best interest.

Once the University receives all information it wishes to obtain, it will evaluate the information and determine whether to negotiate with you. The University may negotiate with no vendors, one vendor, or more than one vendor. It is the University’s intent to enter into a contract with the consultant it deems, in its sole discretion, to provide the best value to the University, though the University may choose not to contract with any consultant.

The University is under no obligation to share additional information with you beyond that contained in this AP letter but may do so if the University, in its sole discretion, deems it advantageous.

It is hoped that the result of this process will be a binding contract between the University and a vendor which will include terms and conditions substantially set forth in the draft contract attached to this AP letter as **Exhibit B**. It is anticipated that the term of the contract awarded under this AP letter will be for an initial term of four weeks, with the option, in University’s sole discretion, to extend the contract for additional periods of four weeks each unless University provides written notice of termination to Contractor prior to commencement of the next four week term. The total possible term of the contract will not exceed two years. If you have questions, concerns or proposed revisions to any of the terms and conditions contained in the attached contract, you must address those in your Response. Additional or supplemental terms and conditions submitted by a Respondent as part of its Response may be evaluated or considered at the sole discretion of University. If Respondent conditions its Response on any additional terms and conditions, which have not been accepted by a written Addendum to the AP letter, your Response may be deemed non-responsive.

Thank you for your prompt attention to this AP letter and your interest in doing business with the University of Oregon.

Sincerely,
University of Oregon



EXHIBIT A
AP for Provider Network Consultant
PCS# 490000-0010-AP

(Must Complete, Sign and Submit with your Response by the Closing Date and Time)

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGEMENTS

By submitting your Response to this letter, Respondent represents and warrants that:

1. Respondent has read all of the terms and conditions of this letter; Respondent understands that by signing below and submitting a Response, if awarded the contract, Respondent will be bound by the terms and conditions of this letter and its Response.
2. **Prices provided shall be firm for three (3) months after the Closing Date and Time;** and, if awarded the contract, Respondent must furnish any and all goods and/or services at the prices offered within the terms and time specified.
3. Respondent has the power and authority to enter into and perform the contract awarded as a result of this letter.
4. The individual signing for Respondent is authorized to execute this Response on behalf of Respondent.
5. Respondent is an independent contractor and not an employee, partner, or agent of University.
6. Respondent's name, as it appears in this Response, is Respondent's legal name, as it will appear in the Respondent's W-9, and if Respondent is an entity rather than an individual that the entity named in this Response is validly-existing and in good standing.
7. Respondent has not discriminated against Historically Underrepresented Businesses (defined in OAR 580-061-0010) in obtaining any required subcontracts.
8. No officer, agent or employee of University has participated on behalf of University in preparation of the Response, that the Response is made in good faith, without fraud, collusion, or connection of any kind with any other respondent for the same work, and that the Respondent is competing solely on Respondent's own behalf without connection with, or obligation to any undisclosed person or firm.

Acknowledgment of Addenda

By checking this box, Respondent acknowledges Respondent has received, reviewed, and agrees to the all terms and conditions added to this letter via any Addenda that were posted on the OUS website, under "Business Opportunities," accessible at <https://secure.ous.edu/bid/>.



Business Designation (check one):

- Corporation Partnership Sole Proprietorship
 Governmental/Non-profit Limited Liability Company

Please indicate your Minority Women or Emerging Small Business (MWESB) Status:

- Women Owned Self Report State Certified #
Minority Owned Self Report State Certified #
Emerging Small Business Self Report State Certified #
None of the Above

Signature: _____

Dated: _____

Name: _____

Title: _____

Firm: _____

Address: _____

E-mail: _____

Phone: (____) _____

Above information must be provided prior to the Closing Date and Time for the Response to be considered responsive.