COUNTY OF ALAMEDA

Questions & Answers

to

RFQ No. 901995

### for

Forensic Pathology Services

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| **This County of Alameda, General Services Agency (GSA), RFQ Questions & Answers (Q&A) has been electronically issued to potential bidders via e-mail. E-mail addresses used are those in the County’s Small Local Emerging Business (SLEB) Vendor Database or from other sources. If you have registered or are certified as a SLEB, please ensure that the complete and accurate e-mail address is noted and kept updated in the SLEB Vendor Database. This RFQ Q&A will also be posted on the GSA Contracting Opportunities website located at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)**.**  |

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Thank you for your participation and interest in the County of Alameda.

All the questions are direct copy and paste from written questions emailed by Bidders. In the answers of these questions, the County of Alameda shall be noted as “County”. The Questions and Answers are the final stance of the County. Please consider this document in preparation of your bid response.

**Questions and Answers:**

1. Is the County transitioning to a medical examiner system?

This work arrangement seems more in line with a medical examiner office, which would be independent of the sheriff’s office and headed by a chief medical examiner who oversees the activities of associate medical examiners who are County employees. The County is liable for the professional work of associate medical examiners.

 In contrast, a coroner office is not a medical practice.

The contract states that the contractor shall “Perform such services in a professional manner subject to the general administration, direction, and assignment of the Chief Forensic Pathologist who serves as the primary medical adviser to the Sheriff-Coroner.”

**A1) No. Death investigation in Alameda County is the responsibility of the Sheriff-Coroner.**

**There is not a draft contract yet, however, the successful bidders will be entering into a contract wherein the Contractor shall perform autopsies and generate autopsy reports in compliance with National Association of Medical Examiners (NAME) Forensic Autopsy Performance Standards, NAME Inspection and Accreditation Checklist, and industry standards. Contractor shall perform such services in a professional manner. The Chief Forensic Pathologist serves as the primary medical advisor to the Sheriff-Coroner. The Chief Forensic Pathologist oversees compliance with the contract requirements, including compliance with the above-stated expectations and standards and that the services rendered under the contract are performed in a professional manner.**

**Forensic pathology is a medical subspecialty practiced by physicians. According to California law (Article 2.5 Autopsy [27522]) “a forensic autopsy shall only be conducted by a licensed physician and surgeon…[and the] results of a forensic autopsy shall only be determined by a licensed physician and surgeon.” As such, the practice of forensic pathology within a Coroner or Medical Examiner’s office is performed by a physician.**

1. Will the County assume liability for all professional services performed under the administration, direction, and assignment of its Chief Forensic Pathologist?

The contract requires autopsy reports to be generated in compliance with the directives provided by the Chief Forensic Pathologist and requires the report be prepared using the Alameda County standard autopsy report template. An autopsy report is a medical record.

**A2)** **Contractors are responsible for the services they perform as specified under the terms of the Standard Services Agreement template (which can be found online at:**

[**Alameda County Standard Services Agreement Template**](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)**). Contractors are also required to satisfy the Insurance Requirements, including professional liability/errors & omissions insurance coverage.**

**An autopsy report is not a medical record and is subject to public disclosure under the California Public Records Act. A contract requirement is that the Contractor uses the standard autopsy report template provided by the Alameda County Coroner’s Bureau.**

1. Will the County assume liability for the structure, content, and language of its autopsy report template?

**A3)** **No, the standard autopsy report template only provides requirements on structure and ensures the contractors include elements that are industry standard and NAME standard compliant. The template does not include content such as descriptions, interpretations, and diagnoses.**

1. Are the reports prepared by contractors treated as Alameda County work product or independent contractor work product?
	1. **The autopsy report is the work product of the contractor, however, is a County of Alameda record. An autopsy report is a public document and subject to the California Public Records Act. All reports prepared by contractors under the contract are subject to Section 11, Ownership of Documents, under the terms of the Standard Services Agreement template (which can be found online at:** [**Alameda County Standard Services Agreement Template**](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)**), including all copyright and other use rights to such reports to the County.**
2. Does the County/county’s chief forensic pathologist have authority to change the content or wording of exam reports prepared by contractors or request that contractors change the wording of their reports?

**A5)** **The Chief Forensic Pathologist shall oversee compliance with the contract requirements, including contract compliance with the NAME standards, and industry standards, and that the services rendered under the contract are performed in a professional manner. The Chief Forensic Pathologist may reject or request additional work on reports that do not meet these contract requirements.**

1. Does the County/county’s chief forensic pathologist have any authority to in any way influence the contractor’s determination of the cause of death?

**A6) See response to question 5.**

1. Does the County/county’s chief forensic pathologist have authority to control details of how contractors complete their work or require that the work be completed in a specific way?

**A7)** **As noted above, the Chief Forensic Pathologist will oversee compliance with the contract terms, including use of the County template and the meeting of professional and industry standards. The County/ chief forensic pathologist will not control the manner and means of accomplishing the contractor’s work, however, the Chief Forensic Pathologist is responsible for confirming work is performed in compliance with the contract terms, including that the examinations are performed in compliance with NAME standards and current industry standards and that the final reports are complete. Portions of Contractor’s work will be conducted on-site during regular business hours unless specific arrangements are made to do otherwise. It is the intent of this RFQ to obtain services from a pool of qualified California State licensed medical physicians that specialize in forensic pathology. These will be skilled specialists that can perform the services without direct supervision. In addition to providing the space to conduct the autopsy, the County will make tools available at the location or the physicians may bring their own tools, it is the choice of the contractor. See RFQ, page 11, section 4(A) explaining that the County will “Provide, at no expense to Contractor, all equipment, facilities, supplies, and personnel which the County Coroner and Contractor reasonably agree are needed for Contractor(s) to fulfill their obligations under this agreement. Additionally, when needed, X-rays will be taken by the County Coroner’s staff and accompany case files.”**

1. If the County/county’s chief forensic pathologist disagrees with the contractor’s diagnosis, does he or she have authority to change the portion of the death certificate completed by contracting pathologists?

**A8) See response to question 5.**

1. Is there a specific number of forensic pathologist contractors that the County intends to contract with, or is the number of pathologists unlimited?

**A9)** **It is the intent to create a pool of six (6) licensed medical physicians that specialize in forensic pathology who are qualified to provide services as needed.**

1. Will the County continue to solicit and potentially enter into additional contracts for forensic pathology contract work on an ongoing basis after the bid deadline?

**A10) It is the intent to create a pool of qualified service providers. If there is an insufficient response, the County may reopen the bidding.**

1. Does the contractor have a right to inform that County that it is terminating the contract if in its opinion, the County has failed to comply with all the provisions of the contract, or if it is determined that any terms of the contract are inconsistent with California law?
	1. **The contract will be for a three-year term with an option to renew for two additional years. The County Standard Services template does not include the option for a contractor to terminate the contract. The template can be found online at: http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf. If at any time a Contractor believes any contract term is inconsistent with California law or failing to comply with any contract term it should be raised immediately with the County so it can be addressed.**
2. Does the County/county’s chief forensic pathologist have authority to control when contractors work beyond establishing general business hours?

**A12)** **The schedule will be determined by a MUTUAL agreement between the contractor and the Chief Forensic Pathologist. See Responses to Questions 5 and 7. In order to properly manage and ensure sufficient access to equipment, facilities, supplies, and personnel which the County Coroner and Contractor reasonably agree are needed for Contractor(s) to fulfill their obligations under this agreement, Contractor shall coordinate with the County Coroner or Chief Forensic Pathologist on scheduling services to be performed by Contractor at ACCB facilities.**

1. Will the contractors be considered subordinates of the County’s chief forensic pathologist and effectively treated as at-will employees?
	1. **Contractor will not be a subordinate of the County’s chief forensic pathologist nor an at-will employee. Contractor will be an independent contractor. E.g., see Section 1, Independent Contractor, under the terms of the Standard Services Agreement template (which can be found online at:** [**Alameda County Standard Services Agreement Template**](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)**). Any termination of a contractor will be in accordance with the terms of the contract.**
2. The contract states that autopsy reports should be generated in compliance with the N.A.M.E. inspection and accreditation checklist. The N.A.M.E. inspection standards are institutional standards, not individual standards. Will the County be at all times during the contract period be operating in compliance with all of the N.A.M.E. inspection and accreditation checklist standards?

**A14)**  **Pursuant to the requirements of the RFQ, and subsequently the contract, Contractor shall perform autopsies and generate autopsy reports in compliance with National Association of Medical Examiners (N.A.M.E.) Forensic Autopsy Performance Standards and N.A.M.E. Inspection and Accreditation Checklist. Contractor shall perform such services in a professional manner. The County will strive to operate in compliance with N.A.M.E. standards and is in the process of seeking N.A.M.E. accreditation.**

1. For cases that go to court, is there someone available to attest to the portions of the report that are authored by the County on its template?

**A15) The County has created a template for the autopsy information to be placed into, but the autopsy report is completed/authored by the physician that completes the autopsy.**

1. Work done after an exam/autopsy is completed is unpredictable in timing and is largely dependent on things that are in the control of the County or other county contractors. Will the County assure that all investigations, histology, and toxicology and other laboratory or consultation work is completed within one month so that contractors can turn in the report and be paid in a timely manner?

**A16)** **The County shall use reasonable efforts to provide or obtain timely completion of ancillary studies and consultations that the contractor and County mutually agree are necessary to complete the autopsy report.**

1. Are contractors obligated to order ancillary studies on cases?

**A17)** **Contractors are required to meet all the professional standards. This includes that Contractors are obligated to recommend any and all ancillary studies necessary to accurately determine the cause of death and to order ancillary studies/tests as mutually agreed by the County and Contractor.**

1. What determines when a report has been completed?

**A18)** **A report is complete when the postmortem examination is complete, any and all necessary ancillary studies have been reported and reviewed, cause of death has been determined, and the postmortem examination report has been signed, dated, and submitted by Contractor to and accepted by the County.**

1. Does the county have authority to reject a report once it has been completed, or withhold payment because of formatting issues or typographical errors?

**A19)** **The contractor is required to meet professional standards in completing the work. The County may reject or return a report that is not completed in a professional manner, including due to typographical errors or “formatting issues”, or otherwise does not comply with the contractual requirements. The County may not approve payment of invoices for reports that are not completed properly or otherwise do not satisfy the requirements of the contract.**

1. If a contractor invoices for individual cases as they are completed, will the County process each invoice separately, or will it batch invoices and pay them collectively?
	1. **Invoices are typically required to be submitted for completed reports on a monthly basis. The County strives to make payment within 30 days following receipt, review, and approval of invoice and upon complete satisfactory completion of performance of services, however, invoices may only be reviewed for payment on a monthly basis.**
2. Will the County pay for a report that has been completed even if no cause of death has been entered?

**A21) An autopsy report is not complete without a cause of death. Also see response to questions 18 and 19.**

VENDOR LIST

**RFQ No. 901995 – Forensic Pathology Services**

This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business subcontracting relationships to meet the requirements of the [Small Local Emerging Business (SLEB) Program](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/).

This RFQ is being issued to all vendors on the Vendor Bid List; the following revised vendor list includes contact information for each vendor attendee at the Networking/Bidders Conferences.

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| **RFQ No. 901995 - FORENSIC PATHOLOGY SERVICES** |
| **Business Name** | **Contact Name** | **Contact Phone** | **Address** | **City** | **ST** | **Email** |
|   East Bay Perinatal Council | Barbara McCullough | (510) 437-8950 | 2648 E 14th St | OAKLAND | CA | bbmccullough@perinatalcouncil.org |
|   Emeryville Occupational Medical Center Inc | Steven Gest | (510) 653-5200 | 6001 Shellmound Street, Suite 115 | EMERYVILLE | CA | dr@emeryvilleoccmed.com |
|   PeopleCare Medical Group, PC | Steven Gest | (510) 653-5200 | 6001 Shellmound Street, Suite 115 | EMERYVILLE | CA | dr@emeryvilleoccmed.com |
|   James A Watson Wellness Center | Genine Turner | (510) 444-9460 | 5709 Market Street, Suite 1B | OAKLAND | CA | genineturner@gmail.com |
|   Preventive Care Pathways | Genine Turner | (510) 444-9460 | 5709 Market Street, Suite 1A | OAKLAND | CA | Genineturner@gmail.com |
|   Ho-Yin Li M.D., Inc. | Ho-Yin Li | (510) 315-7196 | 215-237 Estudillo Ave, Suite 203 | SAN LEANDRO | CA | hawksight328@gmail.com |
|   Integrated Medical Associates of Alameda County Inc | Uchenna Okoronkwo | (510) 569-7326 | 10500 MacArthur Blvd. | OAKLAND | CA | imaoffice@att.net |
|   FREMONT URGENT CARE CENTER | JOHN GIDDENS | (510) 796-1000 | 3161 WALNUT AVENUE | FREMONT | CA | JGIDDENS@FREMONTURGENT.COM |
|   Pacific Surgical Inc | John Petlandsky | (925) 460-0798 | 1264 Stealth St | LIVERMORE | CA | jleonard@pacmedical.com |
|   Concentra Medical Centers | Joe Hittner | (510) 465-9810 | 384 Embarcadero West, 3rd Fl. | OAKLAND | CA | joe\_hittner@concentra.com |
|   Orthopaedic Sports Specialists, A Medical Corporation | John Jaureguito | (510) 739-6520 | 39180 Farwell Drive | FREMONT | CA | johnjaureguito@aol.com |
|   Concentra Medical Centers | Kristopher James | (510) 351-3553 | 2587 Merced St. | SAN LEANDRO | CA | kris\_james@concentra.com |
|   La Loma Medical Office | Esteban Lovato | (510) 261-1677 | 3022 International Blvd # 310 | OAKLAND | CA | laloma1@aol.com |
|   Robert Bruce Miller MD, Inc | Robert Miller | (510) 795-7746 | 2557 Mowry Avenue, Suite 22 | FREMONT | CA | mark@medicalfce.com |
|   Hiawatha Harris M.D., Inc. | Neisha Becton | (510) 273-4200 | 1700 Broadway, 5th Floor | OAKLAND | CA | nbecton@bhrcorp.org |
|   Nolli Silva Riordan MD Inc | Nolli Riordan | (510) 610-1401 | 2708 Calhoun Street | ALAMEDA | CA | NOLLIMD@GMAIL.COM |
|   Okoronkwo Medical Corp of Alameda County Inc | David Ibeabuchi | (510) 569-7326 | 10500 MacArthur Blvd, Suite 102 | OAKLAND | CA | omcac@att.net |
|   You First Health Partners, Inc | Ophelia Long | (510) 562-7467 | 10520 MacArthur Blvd | OAKLAND | CA | ophelia.long@sbcglobal.net |
|   Integral Consultants Occupational Medicine | Ramon Terrazas | (510) 697-3757 | 1916 Tiffin Road | OAKLAND | CA | ramon\_terrazas@mac.com |
|   Axis Community Health | Sue Compton | (925) 201-6005 | 4361 Railroad Avenue | PLEASANTON | CA | scompton@axishealth.org |
|   Sophy Wong M.D. Inc | Sophy Wong | (510) 842-7674 | Aileen Street | OAKLAND | CA | sophy@sophywong.org |
|   Medical Anesthesia Consultants | Truman Gates | (925) 543-0140 | 5555 West Las Positas Blvd. | PLEASANTON | CA | tgates@macmgi.com |
|   Calvin B Benton, MD | Calvin Benton | (510) 568-6743 | 13460 Skyline Blvd | OAKLAND | CA | toby01@pacbell.net |
|   Christopher Chen, M.D. | Valerie Gonzales | (925) 461-2840 | 4439 Stoneridge Drive, #110 | PLEASANTON | CA | valerie@mchughchenlaw.com |
|   Medical Insights Diagnostic Centers Concord P. C. | Virgil Williams | (510) 507-8528 | 120 Calvert Court | OAKLAND | CA | vwilliams@midxc.com |
| Raven Forensic Pathology and Autopsy Services |  Katherine Raven | (530) 999-8335 | P.O. Box 18097 | Ren | NV | kathy.raven@yahoo.com |
| Forensic doctors Group, PC | Michael Hunter | 415/905-0304 | 1920 Jones St. | San Francisco | CA | dist14@gmail.com |
| PATHEMIS, P.C | Angellee Chen |   |   | OAKLAND | CA |  angellee.chen@gmail.com |
| Western Medical Laboratories Medical Group | Dr. John Iocco | (510) 791-3442 | 2000 Mowry Ave | FREMONT | CA |  john.iocco@gmail.com |
| Western Medical Laboratories Medical Group | Elizabeth Treynor | (510) 791-3443 | 2001 Mowry Ave | FREMONT | CA | etreynor@gmail.com |
| Dr. Thomas W. Rogers, M.D., Principal | Thomas Rogers |   |   |   | CA | thomasrog69@sbcglobal.net |
| NAA Group |  |  619 209 0787 |  6540 Lusk Blvd, Suite C262 | San Diego | CA | admin@autopsyassay.com |