



Cayman Islands Health Services Authority

**Request for Proposal  
To Review Physicians  
Compensation System**

**Tender #HSA1011SER13**

# Contents

<b><i>I. Introduction.....</i></b>	<b><i>2</i></b>
<b><i>II. Instructions to Proposers.....</i></b>	<b><i>3</i></b>
<b><i>II. Information for Proposers .....</i></b>	<b><i>4</i></b>
<b><i>III. RFP Conditions .....</i></b>	<b><i>7</i></b>
<b><i>IV. Scope of Services .....</i></b>	<b><i>9</i></b>
<b><i>V. Proposal Requirements .....</i></b>	<b><i>11</i></b>
<b><i>VI. Evaluation Process.....</i></b>	<b><i>13</i></b>
<b><i>Attachment A: Proposers Warranty .....</i></b>	<b><i>15</i></b>
<b><i>Attachment B: RFP Advertisement .....</i></b>	<b><i>16</i></b>
<b><i>Attachment C: Sample Contract .....</i></b>	<b><i>17</i></b>

## ***I. INTRODUCTION***

### ORGANISATIONAL OVERVIEW

The Cayman Islands Health Services Authority (the Authority) is governed by a seven (7) member Board of Directors, which sets broad policies for the organization. The day-to-day management of the operations of the HSA is carried out under the guidance of the Chief Executive Officer and a team of senior managers.

The Authority provides patient care through the 124 bed Cayman Islands Hospital, and the 18 bed Faith Hospital on Cayman Brac. Primary Health care is offered at District Health Centres in Grand Cayman and a health centre in Little Cayman, this care being supplemented with dental and eye care services on site at the Health Service Complex in Grand Cayman.

The Ministry of Health has overall responsibility for the oversight and regulation of health care within the Cayman Islands. Both the Health Services Authority and the private sector provides health care.

### Cayman Islands Hospital

The Cayman Islands Hospital, a modern, 139,066 sq. ft., two-story, 24 hour full service medical facility is the principal health care provider in the Country. with accident and emergency services; a wide range of surgical services; a Critical Care Unit, Pharmacy and Laboratory services, including a state-of-the-art forensic unit - along with many other services a person would expect in a modern health care setting.

Specialist services are available in the fields of surgery, gynecology & obstetrics. pediatrics, internal medicine, dermatology, anesthesiology, public health, orthopedics, psychology, cardiology, psychiatry, radiology, pathology, neurology, nephrology, ophthalmology, otolaryngology, period ontology, reconstructive surgery, maxillofacial surgery, and urology.

### Faith Hospital

Faith Hospital is a dynamic community hospital, serving the residents of Cayman Brac and Little Cayman. The 18 bed facility provides primary, basic secondary and emergency care. There is a modern inpatient unit, as well as an operating theatre, maternity, accident and emergency department, outpatient clinics and a public health department. Faith Hospital provides general medicine, surgery, anesthesia, laboratory services and obstetrics and gynecology. Regular visits by specialist physicians from the Cayman Islands Hospital provide pediatric, orthopedic, internal medicine, ophthalmology, urology, mental health, nutritionist, and otolaryngology services.

The pre-hospital care service provides 24 hour emergency care and transport service for the residents in Cayman Brac. Faith Hospital boasts a team whose members are certified EMT's, plus one paramedic instructor. The EMS personnel are also certified in Advanced Cardiac Lie Support.

The hospital serves the island's resident population and visitors. Per capita, Faith Hospital has more physicians and specialty staff than any Country hospital in the United States. Indeed, a unique and extraordinary health service facility for residents and visitors.

### Little Cayman Health Services

This purpose built facility has a waiting area, a triage area, treatment room, a doctor's office, and a dental office.

A Registered Nurse, complemented by weekly physicians visit, conducts clinics Monday through Friday. The resident nurse also makes home visits.

### District Health Centres

- West Bay Nurses Health Centre - West Bay
- Jessie Ritch Memorial Health Centre - Bodden Town
- Dica Brown Health Centre - North Side
- Liliith McLaughlin Memorial Health Centre - East End
- Little Cayman Health Centre

## **II. INSTRUCTIONS TO PROPOSERS**

Qualified persons/companies are invited to submit a proposal to supply, install & support the Physicians Compensation System for the Cayman Islands Health Services Authority (herein after referred to as the Authority) according to the enclosed specifications. In order for your proposal to be considered, you must fill in completely all items in this specification.

Proposals should be submitted in a sealed package clearly marked with the address and RFP number. If more than one package is submitted, they should be marked 1 of 2, etc. All proposals must be submitted in five (5) copies (one identified original copy plus four additional copies) to:

Cayman Islands Health Services Authority  
P.O. Box 915  
Grand Cayman KY1-1103  
Cayman Islands

Attention: Ms. Lisa Bell  
**Tender #HSA1011SER13**

Proposals must be received at the above address **no later than 12:00 Noon, Friday 22<sup>th</sup> July 2011**. Late proposals will not be considered, regardless of the reason.

Hand carried proposals may be delivered to the Procurement Unit on the 2<sup>nd</sup> floor of the Cayman Islands Hospital between the hours of 8:30 am and 5:00 pm, Monday through Friday **up to the deadline for proposal submission.**

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the above address and tender number appears on the outer wrapper or envelope used by such service.

### **INTERPRETATION OF SPECIFICATION**

During the proposal period, questions of interpretation and clarification relating to this RFP must be submitted, in writing preferably email, to the below address on or before **12:00 noon on Friday, 15<sup>th</sup> July 2011**:

**Lisa Bell – email: [lisa.bell@hsa.ky](mailto:lisa.bell@hsa.ky)**

Any questions answered during the proposal period, if said answer affects the essence of the proposal will be incorporated in an addendum, which will be posted on [www.hsa.ky](http://www.hsa.ky).

## **II. INFORMATION FOR PROPOSERS**

### **GENERAL INFORMATION AND CONDITIONS**

1. The Cayman Islands Health Services Authority (HSA) is soliciting proposals for a Comprehensive Review of its current positions and position descriptions, classifications, pay equity, compensation for its physician group.
2. All proposals should attempt to equal the market rate for each position submitted. Any deviations should be identified in writing.
3. Our current market should reflect the Caribbean region in general with our primary recruitment area to include the following countries:
  - Australia;
  - Canada;
  - Jamaica;
  - New Zealand;
  - South Africa;
  - The United Kingdom; or
  - The United States of America;
4. It is expected the Consultant will furnish detailed data informational material for all affected positions. Include your normal administrative materials for reporting and payment if appropriate.
5. All proposals must comply with the respective Laws of the Cayman Islands.  
This Request for Proposal (RFP) provides interested Service Providers with sufficient information to enable them to prepare and submit proposals for consideration by the Authority.

This RFP contains instructions governing the proposals to be provided, requirements which must be met for eligible consideration, general evaluation criteria, and other requirements to be met by each proposal.

The Authority reserves the right to accept or reject any or all proposals received as a result of this request, or to negotiate separately with competing Service Providers, and to waive any informalities, defects, or irregularities in any proposal.

The Authority reserves the right to accept the proposal of a Service Provider other than that of the lowest bidder.

Proposals should be simple and economical, providing a straight-forward, concise description of the Service Provider's ability to meet the requirements of the RFP.

### **CONDITIONS OF AWARD**

It is the intent of the Authority to award to the most responsive Service Provider, provided the proposal has been submitted in accordance with the requirements of this Request for Proposals document, judged to be fair and reasonable, and does not exceed the appropriated funds available. The Authority shall be the sole judge of the Service Provider's qualifications, and whether the priced proposal is in the best interests of the Authority.

The Authority may conduct such investigations as the Authority considers necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the proposer and award in accordance with the Request for Proposal documents to the Authority's satisfaction within the prescribed time.

The Authority shall have the right in its sole discretion to terminate the award with or without cause.

### **CONTRACTUAL CONDITIONS**

For this RFP, the proposal must remain valid for at least one hundred and eighty (180) days. Moreover, the contents of the proposal of the successful bidder may become contractual obligations if a contract is entered into.

The amount for the services to be rendered will be negotiated with the firm selected, and said firm will be required to enter into a formal agreement with the Authority. The Authority reserves the right to delete or amend any of the services as listed and described in this RFP.

If a satisfactory contract cannot be negotiated, negotiations will be formally terminated. Contract negotiation will then be started with the first alternate Service Provider.

The content of the RFP and the successful Service Provider's proposal will become an integral part of the contract, but may be modified by the provisions of the contract.

The successful Service Provider will be required to include a disclosure statement of any potential conflicts of interest that the firm may have due to other clients, contracts, or interest associated with this project.

The selected Service Provider will be required to assume responsibility for all services offered in the proposal whether or not she or he provides them. Further, the Authority will consider the selected Service Provider to be the sole point of contact with regard to contractual matters.

News releases pertaining to this project will not be made without prior the Authority's prior approval.

#### KNOWLEDGE OF CONDITIONS

The proposer shall satisfy himself as to the nature of the work and general and local conditions. He or she shall gain full knowledge of working conditions and other facilities in the area which will have a bearing on the performance of his or her work. Any failure by the proposer to acquaint himself/herself with all of the available information shall not relieve that proposer from any responsibility for performing all work properly. No additional compensation shall be allowed for conditions increasing the proposers cost which were not known, or appreciated by, that proposer when submitting the proposal.

The Authority may consider informal any proposal not prepared and submitted in accordance with the provisions hereof. Proposers shall understand that the Authority will not be responsible for any errors or omissions by the proposer in the presentation of the response.

All materials submitted become the property of the Authority, and may be returned only at the Authority's option. The Authority has the right to use any or all ideas presented in any reply to the RFP. Selection or rejection of the proposal does not affect this right.

#### CRITERIA FOR SELECTION

All proposals received from Service Providers will be reviewed and evaluated by the HSA HR Committee.. The HR Committee will recommend for selection the proposal which most closely meets the requirements of the RFP.

The following criteria will be of major importance in making the selection.

- A. Ability of the Service Provider to satisfy requirements specified in Scope of Work.
- B. Total cost of project
- C. Service Provider's plan for accomplishment of the task to include the qualification/quality and experiences of personnel to be assigned to the project.
- D. Responses from client references (at least 3).
- E. Service Provider's experience in performing similar work.
- F. Service Provider's organization size, financial status, and length of service in the industry

#### SOLICITATION PROCESS

Service Providers are requested to submit completed proposals addressing those items cited in the RFP. Proposals will be evaluated and ranked based on the evaluation criteria outlined in Section VI, Evaluation Criteria. A short list of firms will be selected for further evaluation. Only those firms that are placed on the short list on the basis of meeting the needs of the Authority and best value will be considered during the second phase. During the second phase, interviews may be held with the short listed firms.

In the final phase, the HR Committee will select a Service Provider and forward to the Authority's Board for approval.

Should the Authority be unable to reach an agreement with the top ranked firm, the HR Committee will then consider the remaining submissions. This process will continue until a satisfactory Service Provider is selected, or the Authority exercises its right to reject all proposals.

ADDITIONAL INFORMATION

Proposals will be considered only from firms or individuals that are firmly established in an appropriate business, who are financially responsible, and who have the resources and ability to offer services in a professional and expedient manner. The Authority reserves the right to be the sole judge of these criteria.

The Authority may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered incomplete.

The Authority, reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposal deemed most advantageous to the Authority.

Service Provider's Must supply complete listing of all owners and shareholders.

### **III. RFP CONDITIONS**

#### **ELIGIBILITY**

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, or subService Providers have successfully completed services, similar to those specified in the Scope of Services section of this RFP, or have equivalent experience in a closely related field.

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

#### **VARIANCES**

While the Authority allows Service Providers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

#### **PUBLIC RECORDS**

Freedom of Information law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by Authority in connection with all Proposers' responses shall be deemed to be public records subject to public disclosure. However, certain exemptions to the public records law are statutorily provided. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Freedom of Information Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the Authority will treat all materials received as public records.

#### **ADDITIONAL ITEMS/SERVICES**

The Authority may require additional items or services of a similar nature, but not specifically listed in the contract. The Service Provider agrees to provide such items or services, and shall provide the Authority prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in the proposal. If the price(s) offered are not acceptable to the Authority, and the situation cannot be resolved to the satisfaction of the Authority, the Authority reserves the right to procure those items or services from other Service Providers, or to cancel the contract upon giving the Service Provider thirty (30) days written notice.

#### **CONTRACT TERM**

The initial contract term shall commence upon final approval by the Authority and execution of the contract by the Authority and shall be valid until the appraisal of all the Authority's properties is completed which will be based on a mutually agreed timeframe.

#### **FEES**

Compensation for the project will be based on best value for money and the final negotiated price with the successful Service Provider. The submitted cost estimate must include all projected cost associated with the project.

#### **CONTINGENCIES**

This RFP does not commit the Health Services Authority to award a contract. The Authority reserves the right to accept or reject any or all proposals, if it determines it is in the best interest of the Authority to do so. The Authority will notify all Proposers in writing if it rejects all proposals or cancels this RFP process.

#### **INCURRED COSTS**

This RFP does not commit the Authority to pay any costs incurred by Proposers in the preparation of a proposal in response to this request and Proposers agree that all costs incurred by Proposers in developing this proposal are the Proposer's responsibility

#### **FORMAL AGREEMENT**

In the case of this RFP, Proposer will be required to enter into a formal agreement with the Authority. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and the Authority agrees to a change of language in writing.

#### FINAL AUTHORITY

The final authority to award a Contract rests solely with the Board of the Health Services Authority.

#### GOVERNING LAW

The agreement will be governed by the laws of the Cayman Islands.

#### CONFIDENTIALITY

The Proposer agrees not to use or disclose any information it receives from the Authority under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the Authority. The Authority agrees not to disclose any information it receives from the Proposer which the Proposer has previously identified as confidential and which the Authority determines in its sole discretion is protected from mandatory public disclosure under a specific exception in the Freedom of Information Law. The duty of the Authority and the Proposer to maintain confidentiality of information continues beyond the term of this agreement including any extensions.

#### AMENDMENTS TO THIS REQUEST FOR PROPOSAL

The Authority, reserves the right to amend this Request for Proposal by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments will be posted on the Authority's Web site as soon as available and shall be the responsibility of the proposer to obtain all addenda. If revisions are of such a magnitude to warrant, in the Authority's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

## **IV. SCOPE OF SERVICES**

### PROJECT BACKGROUND

Cayman Islands Health Services Authority (the Authority) currently has in place a physician compensation system dating back to 2008. The salary program was completed by Deloitte at that time, and this system has been used primarily for pay equity since that time.

Currently, the Authority has approximately 50 physicians and approximately 18 job classes. The Authority Management will also like to explore various methods of payment such as pay for performance versus step systems.

The Authority has been in compliance with pay equity requirements; however, a part of this study will include confirming that the compensation system meets these requirements. There may exist some positions that skew the equity. With previous reporting, the Deloitte point system was used.

Over the past three years, there have been few positions added and a number of compensation adjustments made for some exempt positions. The Authority recognizes the need to establish a method for creating new positions within the compensation system as well as the need to have the physician compensation system reviewed and updated by an outside professional consultant. A method for determining the validity of requests for position reclassifications and thus compensation changes is also a recognized need of the Cayman Islands Health Services Authority.

The objective of this effort is to develop a complete evaluation and process audit to achieve a new/updated position classification and compensation plan, including:

- Evaluating each position utilizing an up to date job description.
- Creating opportunity for management and employee input.
- Compiling and analyzing market comparables and competitive data.
- Ensuring regulatory compliance.
- Drafting new design according to Cayman Islands Health Services Authority philosophy.
- Creating a transition and implementation plan.
- Providing necessary tools to manage the program going forward.

Employee involvement, through participation in questionnaires for job analysis and through employee informational meetings on the process may be considered as an integral component of the compensation review system.

### SCOPE OF WORK

1. Provide professional services with integrative support services to design, develop and implement a up-to-date physician compensation system that includes the following:

- a. Evaluation and analysis of Cayman Islands Health Services Authority needs and compensation philosophy.
- b. Thorough evaluation of each position to determine a job value by assigning points to the position based on standard factors; or, a thorough review of the current position evaluations with recommendations for necessary revisions.
- c. Objective classification of each position and provision of internal pay equity.
- d. Provision of a wage/labor survey and the analysis thereof as supporting data for the development of a pay structure, while assuring internal and external equity and compliance with International Pay Equity Compensation Standards.
- e. Evaluation of existing job descriptions and provision of recommendations to assure compliance with the Authority's policies and Health Practice Commission laws.
- f. Provision of system testing to assure compliance.
- g. Post contract services involving review of new job descriptions and determination of points and salary for new positions, and assistance with the first Pay Equity report following compensation review to assure compliance.

- h. Provision of recommendations on a system for determining the validity for requests for reclassification and/or compensation changes.
  - i. Determination of exempt and non-exempt status for each position.
  - j. Provision of training, as necessary, to employees and supervisors, to assure that job analyses are correct and accurate.
2. Establish definite schedules for each of the above proposed developments.
  3. Present findings and recommendations, including written and oral reports, at various meetings, including employee meetings and HSA meetings.
  4. Propose contract terms, including an itemized fee schedule for work included in the scope of work and a payment plan, based upon measurable contract milestones.

Sample of position titles include the following:

5. Accident and Emergency Physician
6. Anaesthetist
7. Dentist
8. ENT
9. General Practitioner
10. General Surgeon
11. Internal Medicine
12. Medical Doctor
13. Neurosurgeon
14. Obstetrician/Gynaecologist
15. Ophthalmologist
16. Orthopaedic Surgeon
17. Paediatrician
18. Psychiatrist
19. Radiologist
20. Cardiologist
21. Oncologist
22. Pathologist

#### DISCLOSURE

Service Providers should have no real or apparent conflict of interest. A conflict of interest includes any family, financial or contractual relationship with a member of the Authority during the time period of the study, 30 days before the study commences, and 30 days after the study ends. Service Providers Must supply complete listing of all owners and shareholders.

## **V. PROPOSAL REQUIREMENTS**

### **CONSULTANT SUBMITTAL**

The proposal shall contain the following information:

1. Provide references of hospitals or health care systems who have implemented and are currently utilizing the compensation system being proposed or a similar system designed, developed, and implemented by your organization.

- Include the name and phone number of the contact person at each facility or organization, as well as a description of the services performed, implementation date, and the names of the personnel from your office that worked on the project.

2. Names and relative backgrounds of the personnel to be assigned to the project.

3. Information stating your organization's approach to the development of a compensation system for the Authority, including information and outcome documents on the compensation program proposed, along with sample job descriptions, policies and procedures, and questionnaires employees will be required to complete. Also include information on how your organization will handle each aspect identified under the above "Scope of Work".

4. Identify a concrete, but reasonable time schedule for the development, completion, and/or implementation of each component of the process as well as implementation guidelines.

5. The proposal should clearly define the timelines, proposed fees, and the scope of services to be provided during each of the following specific project components:

- a. Introduction and project Orientation
- b. Position Analysis
- c. Review of Position Descriptions
- d. Position Classifications/Rankings/Grades/Evaluation
- e. Wage/Labor Benchmarks/Market Pricing with the primary recruitment area.
- f. System Structure Development according to Cayman Islands Health Services Authority philosophy
- g. System testing for equity and fairness
- h. Preparation of final documents of the plan, including presentation, policy, guidelines and procedures for plan administration, such as how the plan is adjusted for cost of living and how employees advance through the ranges, and other pertinent information. Any, written and computerized data and supporting information must be submitted as appropriate.
- i. Training on system maintenance and updating such as position additions and wage structure updates.
- j. System implementation
- k. Future assistance that can be provided
- l. The proposal shall clearly define additional services and/or reimbursable costs not included in the basic fee, including hourly rates or fees for post contract services.
- m. Proposals may not exceed 30 pages, including promotional materials.
- n. Proposals shall include a "not to exceed" lump sum fee projection.

6. Identify cost estimates for all aspects of the compensation system study, along with potential areas HSA staff can provide assistance which may result in cost savings to the project.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this Request for Proposal.

Proposer shall prepare their proposals using the following format with each section clearly labeled and shall include the following:

- Letter of Transmittal/Cover Letter, dated and describing the firm's and any subService Providers' (if applicable) background and history. Include number of years in business and the range of services the firm provides. The cover letter must be signed by an official of the firm who has authority to enter into a

contract. Identify the qualifications and experience of the firm and lead personnel proposed for this project

- Provide a list and resumes of the key personnel to be used under the proposed contract. Note principal(s), project manager(s) and technical staff who will be working on the project and their specific roles. Include any relevant licenses or certification information.
- List at least three (3) current and pertinent professional references (name, address, and phone number) that the Authority may contact in relation to the Proposer's qualifications, experience and stability.
- Scope of Work -This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products. The proposal shall also include and identify suggested revisions and improvements to the Scope of Work.
- Provide a general work plan. The work plan should describe the approach, the timeframe, the expected roles of consultant staff and Authority staff, and the overall management of the project.
- Provide a proposed fee structure for services provided. Include the hourly rate of key project personnel and support staff, any reimbursables and other expenses anticipated to be charged to this contract. The price proposal should identify what level of effort and work product is expected from Authority staff.
- Provide a summary of any and all litigation filed against the Proposer in the past three years which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.
- Identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, etc.). Identify whether the business entity is incorporated in the Cayman Islands or a foreign country.
- If Proposer is a corporation, provide certification from registering authority verifying Proposer's corporate status and good standing, and in the case of foreign corporations, evidence of authority to do business in the Cayman Islands. In the case of a sole proprietorship or partnership, provide picture identification for all owners or partners.
- Any additional information that the Proposer considers pertinent for consideration should be included in a separate section of the proposal. The Authority solicits a statement about why the Proposer feels its approach would be the most cost effective to the Authority.
- Disclosure of any potential conflict or statement that there are none to the best knowledge of the consultant(s). Also, consultant(s) should state its intention to conform to the no conflict provisions of the RFP
- Proposals should be inclusive of all costs necessary to conduct business in the Cayman Islands

## **VI. EVALUATION PROCESS**

### **A. GENERAL**

All proposals will be reviewed by the Authority's Board, Management, and Staff as is necessary.

### **B. INITIAL REVIEW OF SUBMITTED PROPOSALS**

1. All proposals will be initially evaluated to determine if they meet the mandatory requirements.
2. The proposal must have been received on or before the specified deadline.
3. Be complete, in the required format, and comply with all the material requirements of this RFP.
4. Prospective Proposers must provide three (3) references from other clients/agencies.
5. Failure to meet these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation, if the irregularity, defect, or variation is considered by the H.S.A to be immaterial or inconsequential. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect, or variation, or the H.S.A may elect to waive the deficiency and accept the proposal.

### **C. CONTRACT AWARD PROCESS**

Contract(s) will be awarded based on a competitive selection of proposals received. The HR Committee will select and prepare a professional service contract. In the event the first ranked Service Provider is not selected, the H.S.A reserves the right to select another Service Provider from the received bids.

The Committee's review will be based on the following criteria:

#### **Criteria**

##### **Qualifications and Experience of company:**

- Provide information that demonstrates that it possesses the technical expertise that the H.S.A requires for this RFP.
- References
- Respondent must demonstrate adequate experience in the following areas:
  - Qualification, General Experience and Technical competence of the project team,
  - Experience with similar type/size project
  - Expertise and resources that can perform the necessary tasks required to deliver results.

##### **Overall Impression of Proposal**

- Organization, clarity, conciseness and thoroughness.
- Approach to the Scope of Services and statement of works
- Proposed Project schedule

##### **Cost Proposal:**

- Cost proposal should include any tasks and deliverables ("milestones") to be completed within the recommended timeline.

Cost of service is an important factor in the evaluation process; however, the Authority is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the RFP requirements is critical to a successful proposal.

The Authority will evaluate each Service Provider's proposal in accordance with the evaluation criteria identified above. Stated below are some of the key elements associated with the above listed evaluation criteria that will be considered in the evaluation process of each firm's proposal to the Authority.

- a) Whether or not the Service Provider's proposal addresses all stated goals and objectives;
- b) Service Provider's effectiveness and flexibility of approach to meeting the goals;
- c) Service Provider's qualifications and experience of individual team members as they relate to this project;
- d) Service Provider's experience and resources of the firm(s) as they relate to the project;
- e) Proposed cost of the project;
- f) Service Provider's effectiveness of communications strategy as evidenced by the proposal itself and interaction between the Authority and the Service Provider during the selection process;
- g) Lack of any real or apparent conflict of interest for individuals and firms working on the project;
- h) The value and appropriateness of suggestions made by the Service Provider for refining the study approach and methodology.

The review panel will consist of the Board and staff of the Authority as is necessary.

**ATTACHMENT A**

**PROPOSER'S WARRANTY**

The undersigned person warrants that:

1. She/He is an officer of the organization.
2. She/He is authorized to offer a proposal in full compliance with all requirements and conditions as set forth in the RFP.
3. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

PROPOSER:

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME & TITLE)

\_\_\_\_\_  
(NAME OF COMPANY)

\_\_\_\_\_  
(PHYSICAL & MAILING ADDRESS)

\_\_\_\_\_  
(TELEPHONE NUMBERS)

\_\_\_\_\_  
(WEB & EMAIL ADDRESS)

Cayman Islands Health Services Authority

## Invitation to Tender

The Cayman Islands Health Services Authority invites all interested persons/companies to submit proposals to provide consultancy services to review the Health Services Physicians Compensation System. All responses should be submitted to:

Cayman Islands Health Services Authority

P.O. Box 915

Grand Cayman KY1-1103

Cayman Islands

Attention: Ms. Lisa Bell

**Tender #HSA1011SER13**

Request for Proposal documents will be available at [www.hsa.ky](http://www.hsa.ky) (Open Tenders, Physicians Compensation System) on 1<sup>st</sup> July 2011. All proposals must be returned no later than 12:00 noon on Friday, 22<sup>nd</sup> July 2011. Proposals received after the specified date and time will not be considered.

For additional information on this invitation, please contact Ms. Lisa Bell @ 345-244-2690 or email [lisa.bell@hsa.ky](mailto:lisa.bell@hsa.ky)

**ATTACHMENT C**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Cayman Islands Health Services Authority, 95 Hospital Road, P.O. Box 915, George Town, Grand Cayman KY1-1103, Cayman Islands (the "Authority"), and \_\_\_\_\_, with a principal place of business at \_\_\_\_\_, Cayman Islands \_\_\_\_\_ ("Service Provider") (collectively the "Parties").

WHEREAS, the Authority requires professional \_\_\_\_\_ services; and

WHEREAS, Service Provider has held itself out to the Authority as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**I. SCOPE OF SERVICES**

- a) Service Provider shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in this RFP.
- b) A change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Authority. If Service Provider proceeds without such written authorization, then Service Provider shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Authority is authorized to modify any term of this Agreement, either directly or implied by a course of action.

**II. COMMENCEMENT AND COMPLETION OF WORK**

Service Provider shall immediately commence work as set forth in the Scope of Services. Except as may be changed in writing by the Authority, the Scope of Services shall be complete and Service Provider shall furnish the Authority the specified deliverables as provided in **the RFP**.

**III. COMPENSATION**

- A.** In consideration for the completion of the Scope of Services by Service Provider, the Authority shall pay Service Provider the agreed. This maximum amount shall include all fees, costs and expenses incurred by Service Provider, and no additional amounts shall be paid by the Authority for such fees, costs and expenses.
- B.** Notwithstanding the maximum amount specified in Paragraph A hereof, Service Provider shall be paid only for work performed. If Service Provider completes the Scope of Services for a lesser amount than the maximum amount, Service Provider shall be paid the lesser amount, not the maximum amount.

**IV. PROFESSIONAL RESPONSIBILITY**

- A.** Service Provider hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

- B. The work performed by Service Provider shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Service Provider hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- C. The Authority's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- D. Because the Authority has hired Service Provider for its professional expertise, Service Provider agrees not to employ subService Providers to perform any of the work required under the Scope of Services.

## **V. OWNERSHIP**

The Materials, items, and work specified in the Scope of Services together with any and all related concepts, text, drawings, plans, blueprints, schematics, sketches, drafts, negatives, graphics, content, spread sheets, source code, object code, documentation, materials, items, or work now or later provided or developed by Service Provider in any form or medium, including without limitation all improvements and/or modifications (collectively, the "Work"), shall be exclusively owned by the Authority. Service Provider expressly acknowledges and agrees that the Work constitutes a "work made for hire." To the extent, if at all, it shall be determined that the Work does not constitute a "work made for hire," Service Provider hereby transfers, sells, and assigns to the Authority all of its worldwide right, title, and interest in and to the Work, including without limitation, all rights of copyright, patent, trade secret, trademark, service mark, trade dress, artistic and moral rights, mask rights, character rights, publicity rights, and any and all other proprietary rights of any kind whatsoever relating to the Work, together with any and all applications, registrations, renewal and extension rights, and rights to sue for any past, present, or future infringement (collectively, the "Rights").

## **VI. COOPERATION**

Service Provider shall execute such documents and take such actions as may be requested by the Authority which may, in the sole discretion of the Authority, be required to perfect, protect, enforce, register, or transfer the Authority's interest in the Work and the Rights. Service Provider hereby irrevocably authorizes and empowers the Authority to make, constitute, and appoint, in its sole discretion, any officer or agent of the Authority as Service Provider's true and lawful attorney-in-fact, with the power to endorse Service Provider's name on, and file of record, all documents, instruments, and agreements of any kind whatsoever which the Authority may, in its sole discretion, require for the Authority or its transferees, successors, or assigns to perfect, protect, enforce, register, or transfer its interest in the Work and the Rights.

## **VII. USE**

The Authority may, with respect to all or any portion of the Work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, use in a performance, or change the Work without providing notice to or receiving consent from Service Provider. Service Provider expressly waives any and all artistic and moral rights associated with the Work.

## **VIII. REPRESENTATIONS AND WARRANTIES**

Service Provider represents and warrants that: (a) it is the exclusive owner of the Work and the Rights, and no other person or organization participated in the creation of the Work; (b) the Work is original; (c) the Work has not been published; (d) the Work and the Rights are not subject to any liens, claims, charges, encumbrances, or restrictions of any kind whatsoever; (e) Service Provider has the right and authority to enter into this Agreement without receiving the consent or approval of any other person or organization, and this Agreement shall be binding upon and fully enforceable against Service Provider; (f) the Authority's use of the Work and exercise of the Rights shall not infringe any copyright, trademark or service mark right, trade dress right, artistic and moral rights, mask right, trade secret right, character right, right of publicity, privacy right, or any other proprietary right of any other person or organization, and (g) no person or organization has any reversionary rights in the Work or the Rights.

## **IX. INDEPENDENT SERVICE PROVIDER**

Service Provider is an independent Service Provider. Notwithstanding any other provision of this Agreement, all personnel assigned by Service Provider to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Service Provider for all purposes. Service Provider shall make no representation that it is a Authority employee for any purposes.

## **X. INSURANCE**

- A. Service Provider agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Service Provider pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. Service Provider shall procure and maintain, and shall cause any sub-contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Authority. In the case of any claims-made policy the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  - i. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Paragraph.
  - ii. Commercial general liability insurance. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.
  - iii. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
- C. Any insurance carried by the Authority, its officers, its employees, or its Service Providers shall be excess and not contributory insurance to that provided by Service Provider. Service Provider shall be solely responsible for any deductible losses under any policy.