

October 27, 2022

TO: Qualified Accounting Firms

RE: Seeking Requests for Proposal for Preparation of Annual Audited Financial Statements

Outpatient Medical Center (OMC), a Federally Qualified Health Center headquartered in Natchitoches Louisiana, is soliciting sealed proposals from qualified Accounting firms for the preparation of its annual audited financial statements and related filings for a three-year period beginning with the 2023 fiscal year ending January 31, 2023. Proposals submitted for this RFP must also include the preparation of a federal single agency audit. The audit of OMC's financial statements must be performed in accordance with generally accepted auditing standards.

OMC is a 501(c)(3) organization. The mission of OMC is to provide affordable and accessible health care to those in need, regardless of their ability to pay, and to participate in activities designed to promote health in the community.

OMC serves approximately 3,900 clients each year with funding from grants, contracts, and fees. In addition, OMC receives government funding from U.S. Health Resources and Services Administration (HRSA).

OMC requires the following services:

1. Annual financial statement audit.
2. Federal Single Agency Audit
3. Preparation of IRS form 990
4. Preparation of Charitable Organization Annual Report for the Louisiana Attorney General
5. Management letter

All of the above must be completed by June 30<sup>th</sup> of each year for annual audit periods ending January 31<sup>st</sup>. This deadline is necessary so that the OMC Board can review the report prior to its submission to the appropriate recipients. In addition, OMC requires that a meeting of the auditors and selected OMC board and staff members be held to discuss a draft version of the financial statements and that the auditors meet at least yearly with the Board and Finance Committee.

All proposals must include:

- a) Evidence of the firm's qualifications to provide the above services;
- b) Background and experience in auditing nonprofit clients;
- c) The size and organizational structure of the auditor's firm;
- d) Statement of the firm's understanding of work to be performed, including tax and non-audit services;
- f) A proposed timeline for fieldwork and final reporting;
- g) Proposed fee structure for each of the three years of the proposal period, including whatever guarantees can be given regarding increases in future years, and the maximum fee that would be charged;

- h) Describe your billing rates and procedures for technical questions that may come up during the year, or whether these occasional services are covered in the proposed fee structure;
- i) Names of the partner, audit manager, and field staff who will be assigned to the audit and provide biographies.
- j) A copy of your firm's most recent peer review report, the related letter of comments, and the firm's response to the letter of comments; and
- k) References and contact information from at least (3) comparable nonprofit audit clients.

A copy of the Request for Proposal (RFP) is located at [www.outpatientmedical.org](http://www.outpatientmedical.org)

Sealed proposals are to be addressed to: COO Executive Assistant, Outpatient Medical Center, Executive Suite, 1640 Breazeale Springs Street, Natchitoches, Louisiana 71457, and received on or before **November 17, 2022**. Proposals may also be submitted by email to [fiscal@outpatientmedical.org](mailto:fiscal@outpatientmedical.org).

Proposals received after **November 17, 2022** will not be considered. Any questions regarding the proposal must be directed in writing to [fiscal@outpatientmedical.org](mailto:fiscal@outpatientmedical.org).

OMC reserves the right to reject any or all proposals. Respondents will be notified in writing following the approval of the award.

**OUTPATIENT MEDICAL CENTER, INC.**

**Request for Proposal  
Single Agency Audit  
RFP FISCAL YEAR 2023**

**INTRODUCTION**

Outpatient Medical Center, Inc., (OMC) is seeking Requests for Proposals for Single Agency Audits. Interested Vendors are encouraged to review the attached documents and submit Proposals. OMC has outlined specifications it feels are relevant to obtaining the level of service it expects. This is not a low-bid process, but cost will be a consideration. Ultimately, the contract will be awarded to the Vendor who offers the best overall service based on our analysis of the Proposals and negotiations with the Vendor.

1. Carefully read the attached RFP General Provisions, Specifications, Technical Proposal, Business Management Proposal, and Price Sheet. Previous year financial statements are available upon request.
2. Proposals must be in writing and include the information detailed in the RFP.
3. Return the Proposal and all required documents to OMC by the date indicated in this RFP.

**For Additional Information Regarding This RFP Please Contact:**

COO Executive Assistant  
[fiscal@outpatientmedical.org](mailto:fiscal@outpatientmedical.org)

**Schedule of Important Dates**

Release RFP to Vendors.....September 15, 2022  
Advertisement Dates ..... September 15, 2022 to October 7, 2022  
Proposal Submission Deadline.....**November 17, 2022**

## Outpatient Medical Center, Inc.

### GENERAL PROVISIONS

#### 1. PROPOSAL PACKAGE

- A. The Request for Proposal (RFP), General and Special Provisions, Appendices, Addenda, any other attachments, and the Proposal Form are all part of the proposal package.
- B. All figures must be written in ink or typed. Mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the Proposal.
- C. Each Proposer is required to thoroughly review this entire Proposal packet to familiarize themselves with the Proposal procedures and specifications for the requested work.

#### 2. SUBMISSION OF PROPOSALS

- A. One (1) original in a sealed package and one (1) electronic copy of all Proposal documents shall be submitted no later than Proposal Opening/Submission Deadline. Proposer's name and address should be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Proposal information that is not submitted in sealed packages will not be considered. Late Proposal documents will not be accepted under any circumstances.
- B. **Deliver or Mail Responses to the Following Address:**

USPS: Outpatient Medical Center, Inc.  
Executive Suite  
1640 Breazeale Springs Street 71457  
Attn: COO Executive Assistant  
RE: Single Agency Audit RFP

UPS, FedEx: Same as above

Email: [fiscal@outpatientmedical.org](mailto:fiscal@outpatientmedical.org)

#### 3. TIME FOR RECEIVING PROPOSALS

Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening. No liability will attach to OMC for the premature opening of a Proposal in order to identify the Proposal number.

#### 4. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

- A. have a permanent place of business;
- B. have adequate financial resources or the ability to obtain such resources as required;
- C. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- D. have a satisfactory record of performance;

**Outpatient Medical Center, Inc.**

**GENERAL PROVISIONS**

- E. have a satisfactory record of integrity and ethics; and
- F. be otherwise qualified and eligible to receive an award.

**5. PROPRIETARY INFORMATION**

- A. If a Proposer does not desire proprietary, confidential, and/or trade secret information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.
- B. In the event OMC receives a request for public information is made for information that the Proposer has marked "Proprietary Information", OMC will notify the Proposer in accordance with the Public Information Act.

**6. EXCEPTIONS TO PROPOSAL**

- A. The Proposer will list on a separate sheet of paper any exceptions to the conditions of the Proposal. This sheet will be labeled, "Exceptions to Proposal", and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied without exception.
- B. The Proposer must specify in its Proposal any alternatives it wishes to propose for consideration by OMC. Each alternative should be sufficiently described and labeled within the Proposal and should indicate its possible or actual advantage to the program being offered.
- C. OMC reserves the right to offer these alternatives to other Proposers.

**7. TAX EXEMPTION**

OMC is exempt from sales tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

**8. MODIFICATION OF PROPOSALS**

Modification requests must be received prior to the submission deadline. Modifications made before the submission deadline must be initialed by Proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to OMC considering of same.

**9. COMPLETION OF RESPONSES**

- A. Information presented in the Proposals will be used to evaluate the professional qualifications of the Proposer(s) and to determine the Proposer(s) which will be selected to provide professional services to OMC.

**Outpatient Medical Center, Inc.**

**GENERAL PROVISIONS**

- B. Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

**10. ISSUANCE OF ADDENDA**

- A. OMC reserves the right to revise or amend the specifications up to the time set for opening of Proposals. Such revisions, if any, shall be announced by addenda to the RFP. The Proposal opening shall be at least five business days after the last addenda, and the addenda shall include an announcement of the new date if applicable, for the opening of Proposals.
- B. Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from the Procurement Agent Supervisor, at least fifteen (15) days prior to the published submission deadline. Requests for explanations or clarifications may be mailed or emailed to the Procurement Agent. Requests must clearly identify the RFP Number and Title.
- C. If OMC, in its sole discretion, determines that a revision or clarification is necessary, such revision or clarification shall be issued in a written addendum. OMC is not bound by any oral representations, clarifications, or changes made in the written specifications, unless such clarification or change is provided to Proposers in a written addendum.

**11. PROPOSAL IDEAS AND CONCEPTS**

OMC reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in any Proposal.

**12. SIGNATURE OF PROPOSALS**

- A. Each Proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line.
- B. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the Proposal and to sign the Proposal Form and contract under the terms and conditions of this RFP and to bind the Proposer thereto.

**13. REJECTION OF PROPOSALS/DISQUALIFICATION**

OMC reserves the right to refuse or reject any and all Proposals in whole or in part received by reason of this request for Proposal, to waive any informality in the Proposals received, to disregard the Proposal of any Proposer determined to be not responsible, and/or to discontinue its efforts for any reason under this RFP at any time prior to actual execution of contract. Proposers may be disqualified for, but not limited to, the following causes:

- A. Failure to use the Proposal form(s) furnished by OMC;
- B. Failure to certify that the Proposal was signed by duly authorized representative;
- C. Failure to properly complete the Proposal;
- D. Proposals that do not meet the mandatory requirements and specifications; and/or;
- E. Evidence of collusion among Proposers.

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**GENERAL PROVISIONS**

**14. WITHDRAWAL OF PROPOSALS**

- A. A representative of the company may withdraw a Proposal at any time prior to the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.
- B. Proposers may request withdrawal of a sealed Proposal prior to the scheduled Proposal opening time provided the request for withdrawal is submitted to the Procurement Agent Supervisor in writing. No Proposals may be withdrawn for a period of ninety (90) calendar days after opening of the Proposals.

**15. NO COMMITMENT BY OMC**

This RFP does not commit OMC to award any costs or pay any costs, or to award any contract in response to this RFP, and does not commit OMC to procure or contract for services or supplies.

**16. AWARD OF CONTRACT AND EVALUATION FACTORS**

- A. It is understood that OMC reserves the right to accept or reject any and all Proposals; to waive any informality in the Proposals; and /or to re-solicit for Proposals, as it shall deem to be in the best interests of OMC. Receipt and consideration of any Proposals shall under no circumstances obligate OMC to accept any Proposals. If an award of contract is made, it shall be made to the Proposer whose Proposal is determined to be in the best interest of OMC. The selection process may, however, include a request for additional information or an oral presentation to support the written Proposal.
- B. In determining and evaluating the best Proposal, the pricing may not necessarily be controlling. Other factors that will be considered may include, but not limited to, quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items.
- C. Each Proposer, by submitting a Proposal, agrees that if their Proposal is accepted by OMC, such Proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this Proposal and contract.
- D. The Contractor shall commence work only after the transmittal of a fully executed contract. The Contractor will perform all services indicated in the Proposal.

**17. APPEAL**

- A. Any Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or resulting award of contract may appeal to the Chief Executive Officer. Any such appeal shall be submitted in writing within ten (10) business days of the action or decision being appealed.
- B. The CEO, after appropriate policy and legal consultation, will make the final decision regarding the appeal.

## **Outpatient Medical Center, Inc.**

### **GENERAL PROVISIONS**

#### **18. PERIOD OF ACCEPTANCE**

Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by OMC, constitutes a valid and binding contract as to any and all items accepted in writing by OMC. The period of acceptance of Proposals is one hundred and eighty (180) calendar days from the date of opening, unless the Proposer notes a different period.

#### **19. COST INCURRED IN RESPONDING**

OMC shall not be liable for any costs incurred by Proposer in preparation, production, or submission of a Proposal and shall not be liable for any work performed by Proposer prior to issuance of fully executed contract and properly issued notice to proceed.

#### **20. NEGOTIATIONS**

OMC reserves the right to negotiate all elements that comprise the successful Proposers' response to ensure that the best possible consideration be afforded to all concerned.

#### **21. CONTRACT INCORPORATION**

The contract documents shall include the RFP, addenda, the response(s), and such other terms and conditions as the parties may agree.

#### **22. NON-ENDORSEMENT**

If a Proposal is accepted, the successful Proposer, hereinafter "Contractor" shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply OMC's endorsement of the successful Proposer's services.

#### **23. UNAUTHORIZED COMMUNICATIONS**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, Proposers are to direct all communications regarding this Proposal to the Procurement Agent Supervisor, unless otherwise specifically noted. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offer.

#### **24. TERMINATION**

- A. If this award results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by OMC with a thirty (30) day written notice prior to cancellation. In the event of termination, OMC reserves the right to award a contract to the Contractor it deems to be in the best interest of the OMC.
- B. Further, OMC may cancel this contract without expense to OMC in the event that funds have not been appropriated for expenditures under this contract. OMC will return any delivered but unpaid goods in normal condition to the Contractor.

#### **25. CONTRACTOR INVESTIGATION**



**Outpatient Medical Center, Inc.**

**GENERAL PROVISIONS**

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by OMC upon which the Proposer will rely. If the Contractor receives an award as a result of its Proposal submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

*End of General Provision Section*



# Outpatient Medical Center, Inc.

## SPECIFICATIONS

### 1. OVERVIEW

- A. Outpatient Medical Center, Inc. (OMC), is seeking Requests for Proposals for Single Agency Audits.

### 2. REQUIRED DOCUMENTATION

Proposals must be in legible and include the following information:

- A. Completed Technical Proposal.
- B. Completed Business Management Proposal
- C. Price Sheet
- D. Current peer review letter
- E. Complete all other required information set out in General and Specific Provisions

### 3. SCOPE OF WORK

- A. The purpose of this contract is to obtain the services of a public accounting firm, hereafter referred to as "Contractor". In accordance with Generally Accepted Governmental Auditing Standards (GAGAS), the Contractor **must** be certified by the State of Louisiana and must meet or exceed applicable State Board of Accountancy requirements.
- B. This audit covers programs funded by the U.S. Health Resources and Administration (HRSA) and any other contracts.
- C. Contractor will have a pre-start meeting with executive management to outline the scope of work, timelines, and to obtain general guidance on target areas or programs desired for review, in addition to those required by the Contractor.

### 4. AUDIT OBJECTIVES

- A. The objective of the audit is to provide an opinion on the fairness of presentation of the combined financial statements and the individual funds financial statements for the fiscal year ending September 30th, with an opinion on their conformity using generally accepted accounting principles applied.
- B. Audit of OMC Federal grant programs must be in accordance with requirements of the Single Agency Audit Act Amendments of 1996, OMB Circular A-133, AICPA Audit Guide entitled Audits of States, Local Governments, and Not-for-Profit Organizations Receiving Federal Awards and GASB 34 and 68, and SAS 99 requirements.
- C. Technical standards are to be prescribed by the American Institute of Certified Public Accountants (Generally accepted auditing standards and audit requirements of Audits of State and Local Governmental Units), the U.S. General Accounting Office (Standard for Audit of Governmental Organizations, Programs, Activities and Functions and Guidelines for Financial and Compliance Audits of Federally Assisted Programs), OMB Circular A-133, and all National Council Of Governmental Accounting statements.

## Outpatient Medical Center, Inc.

### SPECIFICATIONS

- D. The audit opinions on the financial statements are to be completed in with the audit. A management letter addressed to the OMC Board is required within thirty (30) days of completion of the audit. This letter should elaborate upon material weaknesses noted on the internal control and nonmaterial weaknesses where considered significant, and upon any violations of finance related legal and contractual provisions. Recommendations for improvements in financial and program management areas are requested.
- E. The Contractor will be required to furnish thirty (20) bound copies and one (1) reproducible copy of the audit report.
- F. A Letter of Intent signed by authorized person(s) shall be submitted on or before July 31 of each audit year to the President of the OMC Board.
- G. **The audit will begin no later than March 1st of each year with the final report being issued no later than June 30th following the end of the fiscal year being audited.**
- H. The Contractor will prepare a Financial Status Report, prepared in accordance with standards established by HRSA for the HRSA federal grants after the completion of the audit.
- I. Upon completion of the audit, the Contractors will prepare a Data Collection form (SF-SAC) to the Federal Audit Clearinghouse in accordance with the Office of Management and Budget Circular A-133.
- J. The requirements to complete the audit and specifications for the audit listed in the context of this Request for Proposal will serve as the context for a binding contract upon successful negotiations and agreement between both parties. No other contract will be required. OMC Boards reserve the right to amend the specifications of this contract at any time during the period of the contract with written notice.

### 5. STATEMENT OF WORK

- A. The Contractor shall provide highly qualified professional personnel in support of this contract.
- B. This audit will encompass a financial and compliance audit under the Single Audit Amendments of 1996.
- C. In addition, the contractor shall apply its own audit standards and procedures and those developed by the American Institute of Certified Public Accountants (AICPA), Standards for Audit For Governmental Organizations, Programs, Activities and Functions and Guidelines for Financial and Compliance Audits of Federally Assisted Programs, OMB Circular A-133 which outlines the single agency audit requirements, Audit Guide entitled Audits of States, Local Governments, and Not-for-Profit Organizations Receiving Federal Awards and GASB statement 34 and 68, and SAS 114 and SAS 99 requirements

### 6. OPINION

# Outpatient Medical Center, Inc.

## SPECIFICATIONS

- A. In the conduct of the audit, the Contractor shall perform sufficient work to issue a report and render an opinion. All audit work which can be performed on existing records must be completed in accordance with the pertinent audit guide. Findings shall be made, costs questioned or recommended for disallowances, corrective measures recommended, and a report issued. All reports shall contain the appropriate Opinion or Disclaimer of Opinion in accordance with the Statement of Auditing Standards (SAS) No. 58, "Reports on Audited Statements", issued by the AICPA in October 1974 (Volume I, AICPA Professional Standards, Section 509). It describes the circumstances under which the various opinions are applicable.
- B. Recipient's comments on corrective action taken or planned may be separately submitted.

### 7. REPORT FORMAT

The audit report should conform to the following standards: AICPA audit guidelines, GASB reporting requirements, Single Audit Act Amendments of 1996 and OMB Circular A-133, including but not limited to GASB 34, GASB 68, and SAS 114 and SAS 99 requirements. The report should be presented in an orderly and clear manner to allow for management interpretation and explanation of findings. NOTE: The order of items listed under each section is not meant to imply the best order of presentation in individual audit reports.

#### A. Cover Page

- i. Name of Agency
- ii. Name of City and State
- iii. Audit Period
- iv. Firm Name

#### B. Table of Contents

Reference to criteria applicable to preparation of the financial statements or reports presented (i.e., GAO's Standards for Audit of Governmental Organizations, Programs, Activities and Functions and Guidelines for Federally Assisted Programs) or "as well as" generally accepted accounting principles.

Opinion on the financial statements or reports, including the supplementary schedule of financial assistance (unqualified, qualified, adverse, or disclaimer; limitations on the scope should be referenced in both the scope and opinion paragraph; each qualification should be specifically mentioned).

- i. Report on Internal Accounting Controls of the Recipient Organization. Identification of the controls in place and studies, the material weaknesses found and the controls not relied on the reasons therefore. Comments on material control weaknesses.
- ii. Comments on the Recipient Organization's Compliance with Laws and Regulations. Comments of positive assurance on those items of Compliance tested. Comments of negative assurance on those items not tested. Summary reporting of all instances of noncompliance, and an identification of total amounts questioned, if any, for each major federal assistance award as a result of non-compliance.

# Outpatient Medical Center, Inc.

## SPECIFICATIONS

### 8. ASSISTANCE AVAILABLE

- A. All necessary time of staff to explain the system, procedures, and locate supporting documents and files will be provided as requested.
- B. OMC will furnish a copy machine and materials, but, not the staff to make copies. The Contractor should include in the proposal an appropriate fee for personnel to make all copies desired.
- C. OMC prepares trial balances for each fund at year-end including any required adjusting journal entries.

### 9. SUBMISSION OF AUDIT REPORT

- A. The results of this audit shall be submitted in draft form to OMC and members of the Finance Committees of the Outpatient Medical Center's Board no later than fifteen (15) days after completion. The draft will be reviewed prior to finalizing the report.

### 10. RETENTION OF AUDIT WORKING PAPERS

The Contractor shall retain workpapers and reports for a minimum of five (5) years from the date of the audit report, unless the Contractor is notified in writing by OMC to extend the retention period. Audit workpapers are required to be made available upon request by OMC to the cognizant agency or its designee or the General Accounting Office, at the completion of the audit.

### 11. ACCESS TO WORKING PAPERS AND ACCEPTABLE WORK

- A. OMC or other authorized representatives of OMC, its cognizant agency or its designee, shall have free and unrestricted access to the work papers, records, other supportive documentation, and reports prepared, or in the process of being prepared, in connection with audits performed under the contract. Free and unrestricted access and the right to require submittal of the documentation to the agency shall occur throughout the contract period and shall continue for three (3) full years from the date of submission of the final invoice or until litigation, audit or claim has been fully resolved, if later.
- B. If it is determined that the Contractor's work is unacceptable, either before or after a draft or final report is submitted and/or did not meet the standards of the OMC, U.S. Health Resources and Services Administration (HRSA), OMB Circulars A-133 the AICPA Standards, AICPA Audit Guide entitled Audits of States, Local Governments, and Not-for-Profit Organizations Receiving Federal Awards SOP 98-3, GASB 34, the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and Guidelines for Financial and Compliance of Federally Assisted Programs; OMC Boards will request, in writing, a re-audit at the Contractor's own expense and the Contractor will resubmit a revised audit report in accordance with the Statement of Work.
- C. If the Contractor fails to comply with any of the terms specified in this contract, OMC may, by written notice to the Contractor, terminate this contract.

### 12. FRAUD, WASTE AND ILLEGAL ACTS

## **Outpatient Medical Center, Inc.**

### **SPECIFICATIONS**

If, during the course of the examination, the Contractor uncovers indications of fraud or other situations which need to be brought to the attention of OMC immediately, Contractor shall notify in writing the Chairs of the OMC Board, with copies to the Chief Executive Officer. The Contractor shall perform sufficient field work to be able to clearly describe and document the situation. Examples of the type of situations that need to be brought to the attention of the Chair of OMC Board and Chief Executive Officer are: intent to commit an illegal or wrongful act or series of such acts to achieve a purpose inconsistent with law or public policy in order to obtain money, property or personal advantage; deceit; trickery, cheating; misrepresentation; intentional deception; deliberate conduct as keeping a double set of books; making alteration, false entries, false invoices of false documents; destruction of records; concealment of assets; covering up sources of income; handling of ones' affairs to avoid making records that are customary in business transactions; and any conduct, the likely effect of which would be to intentionally mislead or conceal.

#### **13. PAYMENT**

Payment schedule will be worked out with final payment made upon receipt of acceptable final audit report, prepared in accordance with this contract.

#### **14. FUNDING LIMITATIONS**

It is understood and agreed that the authorized funding shown on the face of the contract and any subsequent modifications to the contract represent the maximum amount that shall be payable under this contract. Pre-approval is required for any additions to the scope of work or for any fees not specified in the contract. The Contractor must maintain sufficient records to ensure that billings for work performed under this contract will not exceed the total contract amount.

#### **15. CONTRACT PERIOD**

- A. This contract shall be effective for a period of three (3) years from the date specified in the section "Contract Schedule". This includes delivery of final reports within this period.
- B. OMC Board reserves the option to extend this contract for a period of three (3) consecutive fiscal years at the end of this contract term without formal RFP.

*End of Specifications Section*

**Outpatient Medical Center, Inc.**

**BUSINESS MANAGEMENT PROPOSAL**

To facilitate a proposal evaluation, the Proposer shall submit as part of the proposal, a separate enclosure entitled "Business Management." The data and information should be keyed to each paragraph of the requirements outlined below:

1. **Administrative Data**

- a. List the names and telephone numbers of persons authorized to conduct negotiations.
- b. State the intended place of performance, including the names and addresses of the owner and the operator of producing facilities of other than the Proposer when it is reasonably expected that such facilities will used in the performance of the contract.

2. **Key Personnel**

The Proposer shall include in its proposal, by name, the key personnel assigned to perform and carry out all phases of work under the contract.

<b><u>Name</u></b>	<b><u>Labor Category</u></b>
_____	_____
_____	_____
_____	_____
_____	_____

The persons named are considered by the agency to be key personnel and essential for the successful completion of all work assigned under the contract. The Contractor shall notify the agency at least fourteen (14) calendar days in advance if any of these key persons are to be removed or diverted from this contract, and shall supply written justification as part of this notice as to whom these key persons are being removed or diverted and shall provide the name(s) of the proposed substitute or replacement and shall include such information on each new person as education, work experience, public accounting licenses held for approval by the OMC Board.

***End of Business Management Proposal Section***

**Outpatient Medical Center, Inc.**

**PRICE SHEET**

Proposer is required to submit cost proposals fully supported by cost and pricing data adequate to establish the reasonableness of the firm’s overall proposal. This should be in the form of an hourly rate or other accepted cost measure, and a maximum or “not to exceed” total cost. Indicate what methods will be used to calculate costs for future optional terms. Include detail of price including the number of staff and staff hours that will be committed. Use additional pages if needed.

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Maximum amount for the following years:  
FY 2023: \_\_\_\_\_  
FY 2024: \_\_\_\_\_  
FY 2025: \_\_\_\_\_