

Charter Oak Health Center, Inc.

Request for Proposals for Executive Search Firm

RFP DESCRIPTION

Charter Oak Health Center, Inc. is seeking proposals for Executive Search firms to find our next Chief Executive Officer and other Executive Officers.

Contact and Submission:

Charter Oak Health Center, Inc.
21 Grand Street
Hartford, Connecticut 06106
Phone: (860)550-7500
Attn: Kimberly Evans or electronically at:
Kimberly.evans@thecharteroak.org

Anticipated Schedule:

- | | |
|---------------------------|------------------|
| • Issue RFP | June 5, 2024 |
| • Deadline for Questions | June 12, 2024 |
| • Proposals Due | June 26, 2024 |
| • Interviews, if required | To be determined |

Prepared by Kimberly Evans

Date: June 5, 2024

Dates indicated above are subject to change at the sole discretion of Charter Oak Health Center, Inc. ("Charter Oak"). All dates, timeframes, and deadlines in connection with this Request for Proposal may be extended, changed, waived and/or otherwise modified by Charter Oak in its sole discretion.

SCHEDULE A

DESCRIPTION OF SERVICES SOUGHT

Please read the full text of the Request for Proposals to which this Schedule is attached for important information concerning the terms of this Request for Proposals and additional required information.

1. Introduction/Background

Charter Oak Health Center, Inc. (“Charter Oak”) is a Joint Commission-accredited Federally Qualified Health Center (FQHC) serving the Greater Hartford community. Charter Oak’s mission is to promote healthier communities by providing quality, safe, patient-centered health care services in medically underserved areas, regardless of ability to pay. Charter Oak’s vision is to be a nationally recognized health and wellness corridor known for comprehensive patient-centered services, its highly qualified and dedicated team of health professionals, state of the art technology, and collaborative partnerships. Charter Oak has 46 years of experience providing quality primary and specialty health care services to some of Hartford’s lowest-income residents and 24 years of operating SBHCs. Charter Oak operates the only Health Care for the Homeless and Public Housing programs in Hartford. Charter Oak is a NCQA-recognized Patient Centered Medical Home (PCMH) that provides care and services through a “whole person” oriented approach to service delivery and a community-based access model. Charter Oak provides a full range of medical, behavioral health, dental, and specialty services across 20 sites, which includes seven (7) clinics, five (5) shelter sites, seven (7) school-based health centers, and a mobile medical van. One of the seven Charter Oak school-based sites provides primary care, behavioral health, and dental services; the other six sites currently offer behavioral health services only.

2. Scope of Services

The Scope of Services (“Scope”) outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this RFP.

Charter Oak seeks an executive search firm for a retained search to recruit and assist in the selection of qualified candidates for a Chief Executive Officer and other executive positions with Charter Oak. All proposals will be considered; however, Charter Oak’s expectations are as follows:

a. Preparation for Search

The selected vendor will work with Charter Oak Leadership to reach concurrence on the organization’s behalf with regard to the needs and characteristics needed for the position in question. Proposals should include three or four job descriptions that you have prepared for other clients.

The vendor will meet with Charter Oak Leadership. The vendor will be responsible to identify and develop roles and responsibilities for all phases of the search process, and will assist in the development of a communications plan for the search.

b. Analysis

The selected vendor will prepare a position specification document that identifies the basic responsibilities, reporting relationships, desirable experience and professional characteristics and qualifications required for the successful candidate.

c. Recruitment of Candidate Pool

The vendor will provide regular process reports and guidance to Charter Oak Leadership. If necessary, the vendor will provide guidance in refining the position advertisement.

The vendor will collaborate with Charter Oak Leadership in the identification and evaluation of candidates. The vendor will be responsible for conducting reference checks.

Following interviews, the vendor will de-brief Charter Oak Leadership and, if necessary, identify additional candidates. The vendor will be responsible for notifying the non-selected candidates.

d. Additional Information

Proposals should include pricing information – both total cost and itemized breakdown of cost associated with significant components of a search. At the request of Charter Oak Leadership, the vendor will negotiate employment terms with the selected candidate.

CHARTER OAK HEALTH CENTER
REQUEST FOR PROPOSALS

I. Proposal/Process To Be Followed

Charter Oak is requesting proposals for the services described in this Request for Proposals (“RFP”). Proposals shall be prepared and submitted as outlined below; proposals that do not confirm to these requirements may be disqualified,

This RFP is available to interested parties through the Charter Oak office designated above. It may also be downloaded by accessing our website at thecharteroak.org. All requests for information concerning this RFP should be directed to the contact office designated above in writing by the due date for information requests specified above.

PROPOSERS MUST SUBMIT:

- **ONE (1) ORIGINAL AND COPY, AND ONE (1) COPY ELECTRONICALLY OF THE PROPOSAL TO THE CHARTER OAK CONTACT PERSON BY 5:00 PM EST ON THE SPECIFIED DUE DATE**

FAILURE TO SUBMIT ALL DOCUMENTS AS REQUIRED MAY RESULT IN REJECTION OF YOUR PROPOSAL.

Each written proposal must include all the information outlined in this RFP. The selected Proposer will enter into negotiations with Charter Oak regarding the specific terms of an engagement agreement. If an agreement cannot be reached with a selected Proposer within a reasonable time, Charter Oak may reject that Proposer and commence negotiations with one or more other Proposers.

Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

II. Contents of Proposals

- A. Name of the Proposer.
- B. Contact person for the Proposer, including name, address, phone and fax numbers, e-mail address and other contact information.
- C. Background information regarding the Proposer, including:
 1. Brief history of the Proposer’s firm and a description of its service lines, if more than executive searches.

2. A summary description of its organizational structure (e.g., corporation, partnership, LLC, etc.), its history (including information on the date of its formation and State of its formation), its management and ownership structure.
3. Proposer shall provide documentation satisfactory to Charter Oak demonstrating that Proposer is licensed and authorized to do business in the State of Connecticut.
4. A description of the Proposer's existing business operations, including number of employees by discipline.
5. Proposals must demonstrate the qualifications and experience of the Proposer specifically related to the services contemplated by this RFP.
6. Each proposal must include Proposer's financial information. This information is needed to ensure that each Proposer will be capable of performing its obligations under any agreement entered into between the Proposer and Charter Oak. Demonstration of the applicant's financial soundness shall be established by submitting the following information:
 - a. A copy of the Proposer's most recent annual audited financial statement and the annual audited financial statements for the previous year.
 - b. Copies of the Proposer's subsequent quarterly financial reports.
 - c. Description of any changes in the mode of conducting the Proposer's business, including bankruptcy proceedings or filings, and mergers or acquisitions within the past three (3) years.
 - d. List of any bankruptcy proceedings in the past ten (10) years initiated by or against the Proposer or any affiliate or related company.
7. At least two business references (including names of individuals, their titles, organizations, mailing addresses, telephone and fax numbers, and e-mail addresses).
8. A Proposer that is a licensed health care provider or other licensed entity must include information concerning any material negative findings, sanctions imposed or pending regulatory or legal proceedings.
9. Proposals must include the following:

- a. List of any and all criminal convictions within the last (10) ten years rendered against the Proposer, any officer or director thereof, or any affiliate or related company.
 - b. List of any and all civil penalties, judgments, consent decrees, violations, Statements of Deficiency or other sanctions within the last ten (10) years rendered against the applicant, any officer or director thereof, or any affiliate or related company.
 - c. List of any and all current investigations, indictments, or pending litigation by any Federal, State or local jurisdiction initiated against the applicant, any officer or director thereof, or any affiliate or related company.
 - d. List of any and all actions occurring with the last three (3) years which have resulted in revocation or suspension of any permit or authority to do business in any Federal, State, or local jurisdiction, by the applicant, any officer or director thereof, or any affiliate or related company.
 - e. List of any and all actions occurring in the past three (3) years that have resulted in the barring from public proposal submission of the applicant, any officer or director thereof, or any affiliate or related company.
- D. Qualifications of Proposer to carry out this project or to provide these services, including a list of comparable projects and identification of individuals (including their names, titles, organizations, mailing addresses, telephone, fax numbers, and e-mail addresses) who may be contacted with respect to each comparable project.
1. Provide adequate information demonstrating experience on projects of similar scope and magnitude. Project start/completion dates and owner/client reference must be included.
 2. List all projects Proposer has completed (or are in progress) for the past twelve (12) months. Give a brief description of each project, including owner, size of facility, type of work performed, and size of project and completion date.
- E. The qualifications and experience of Proposer's key staff and management contemplated for the project, including any proposed sub-contractors.
- F. Scope of proposed services, including work plan and methodology.

- G. Fee and cost proposal that shall clearly identify and specify all elements of cost that would become charges to Charter Oak, in whatever form. Provide information on your billing practices, including reimbursable cost categories.
- H. List your general liability and professional liability insurance coverage.
- I. Any contingencies or conditions on the proposal.
- J. Conflict of Interest
 - 1. Please disclose:
 - a. Any material financial relationship that any employee of your firm has with any entity that may create a conflict of interest or the appearance of a conflict of interest in acting as contractor on behalf of Charter Oak.
 - b. Any family relationship that any employee of your firm has with any corporation, individual or other entity that may create a conflict of interest or the appearance of a conflict of interest in acting as contractor to Charter Oak.
 - c. Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as contractor on behalf of Charter Oak.
 - 2. Please describe any procedures your firm either has, or would adopt, to assure Charter Oak that a conflict of interest would not exist for your firm in the future.

III. Anti-discrimination and MWBE Participation

It is the policy of Charter Oak to comply with all federal, state and local laws, policies, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, and to take affirmative action in working with contracting parties to ensure that Minority and Women-owned Business Enterprises (MWBEs), Minority Group Members and women share in the economic opportunities generated by Charter Oak's participation in projects or initiatives, and/or use of Charter Oak funds. Charter Oak's anti-discrimination or other policies that promote equal opportunities generated by Charter Oak's participation in projects or initiatives, and/or use of Charter Oak funds. Charter Oak's anti-discrimination or other policies that promote equal opportunities shall apply to this initiative and MWBEs are encouraged to submit proposals.

IV. Selection Criteria

Proposals from responsible parties will be reviewed and evaluated from the point of view of cost, qualifications, references and other appropriate factors relevant to: (i) the Proposer's ability to provide the services; (ii) the anticipated quality of the services to be provided; and (iii) financial and other benefits to Charter Oak.

V. Terms and Conditions

- A. This RFP constitutes an invitation to make proposals to Charter Oak. Accordingly, this RFP does not commit Charter Oak to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, Charter Oak reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the proposer with the lowest cost bid. Charter Oak reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of Charter Oak to so do. Charter Oak reserves and, in its sole discretion, may exercise any or all of the following rights and options with respect to this RFP, any proposals and any related agreements, without incurring any liability to Proposers:
1. Charter Oak reserves the right to disqualify any and all proposals that fail to meet the requirements specified in this RFP.
 2. Charter Oak reserves the right to determine whether to interview some or all of the Proposers, and to conduct such interviews privately.
 3. Charter Oak reserves the right to select and enter into a contract with the Proposer whose proposal best satisfies Charter Oak's overall interests.
 4. Because this RFP is not a "competitive bid" process, the Proposer submitting the lowest cost proposal, or the proposal projecting the greatest financial benefit to Charter Oak, may not necessarily be selected. Charter Oak instead reserves the right to select the proposal it believes to be most beneficial to Charter Oak, with financial terms not being the sole determinative factor. Charter Oak's decision-making and selection process will be discretionary and will be based on a variety of factors. By submission of its proposal, each Proposer expressly understands, acknowledges and accepts that this is not a "competitive bid" process, and that Charter Oak is under no obligation to award a contract through competitive bidding, or at all.
 5. Charter Oak reserves the right to waive or extend deadlines.
 6. Charter Oak reserves the right to accept proposals in whole or in part.

7. Charter Oak reserves the right to conduct investigations with respect to the qualifications of each Proposer, to make field investigations with respect to such proposals (including visits to the Proposer's business offices or field operations).
 8. Charter Oak reserves the right to request additional information from any Proposer and to rely upon any information obtained through Charter Oak's own investigations.
 9. Charter Oak reserves the right to supplement, amend or otherwise modify this RFP.
 10. Charter Oak reserves the right to issue additional or subsequent RFPs with regard to the subject matter of this RFP.
 11. Charter Oak reserves the right to negotiate with any Proposer, or with all or none of the Proposers. Charter Oak has no obligation to offer Proposers the opportunity to meet or exceed terms negotiated with a selected Proposer.
 12. Charter Oak reserves the right to discontinue negotiations at any time and in Charter Oak's sole discretion.
 13. Charter Oak reserves the right to request new or revised proposals, including monetary terms from any Proposer at any time.
- B. Preparation of a response to this RFP will be at the sole cost, expense and risk of the Proposer, with the express understanding and agreement of the Proposer, irrespective of whether it is selected, that it waives all claims whatsoever for reimbursement from Charter Oak for any cost or expense incurred in the preparation of its proposal and any subsequent contract negotiation.
- C. Each and every submitting Proposer expressly understands and agrees that this RFP is not, and shall not be construed as, an offer or an enforceable contract.
- D. Charter Oak intends to enter into contract negotiations with the Proposer or Proposers selected, who shall be required to enter into a written contract with Charter Oak in a form approved by Legal Counsel for Charter Oak. This RFP and the Proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

The contract, if any that is negotiated with a selected Proposer shall constitute the entire agreement between Charter Oak and the selected Proposer and shall set forth all the terms and conditions applicable to the subject matter of this RFP. In

the event of a conflict between this RFP and that contract, that contract shall control.

- E. No Proposer who has submitted a proposal to Charter Oak shall have the right to assign its submitted proposal to a third party or the right to enter into an agreement with third parties to perform the services on Proposer's behalf without the prior written consent of Charter Oak, which consent may be withheld in Charter Oak's sole discretion.
- F. This RFP shall be construed in accordance with and governed by the laws of the State of Connecticut, without regard to conflicts of law principles. All actions or proceedings relating, directly or indirectly, to this RFP shall be litigated only in courts located within Hartford County or in the United States District Court for the District of Connecticut. Each proposer (by virtue of the submission of its proposal), submits itself, its successors and/or assigns (if any) to the personal jurisdiction of such court, and waives any right to trial by jury.
- G. The proposal shall be signed by an official authorized to bind the Proposer and shall contain a statement to the effect that the proposal is a firm offer for a one hundred eighty (180) day (or more) period. The proposal shall also provide the name, title, address, and telephone number of the individual(s) with authority to negotiate and contractually bind the company, and who also may be contacted during the period of contract.
- H. Proposals submitted become the property of Charter Oak. By submitting a proposal, the Proposer agrees not to make any claims for or have any right to damages because of any misunderstanding, misrepresentation or lack of information.
- I. Ownership of any work developed under this RFP, and all right title and interest therein shall vest in Charter Oak. This includes any and all work materials, draft plans, preliminary analyses, and all other work materials created by the Proposer. In order to effectuate the foregoing, it is expressly understood and acknowledged that the work shall be deemed to be a work made for hire under the U.S. copyright laws. In the event that the work is determined by a court or competent jurisdiction not to be a work made for hire under the U.S. copyright laws, all submissions to Charter Oak in connection with this RFP shall be deemed irrevocably assigned by the Proposer to Charter Oak, including, without limitation, the copyright in the work, including all right, title and interest in perpetuity.