

The Gulf Coast Center
REQUEST FOR PROPOSAL #MR0608

The Gulf Coast Center is the Department of State Health Services (DSHS) and the Department of Aging and Disability Services (DADS) designated mental health and mental retardation Authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and mental retardation services for the residents of Brazoria and Galveston Counties, Texas.

The Gulf Coast Center (“Center”) is seeking proposals for the provision of Assessment and Determination of Mental Retardation, Autism, and other related diagnosis (DMR) services to consist of screening, testing, clinical interviews, medical record reviews, and completing clinical reports for identified individuals with reported or suspected mental retardation or related condition who seek services at the Center. The services requested shall be performed at the Center’s facility located at 4444 West Main, League City, Texas 77573.

The initial contract period shall commence approximately 30 – 60 days after the contract award and continue through August 31, 2009 with an option to renew for an additional one year period based on satisfactory performance. Notification of award shall be made to the selected provider by or near August 22, 2008.

Please submit sealed: one (1) original (clearly marked) and two (2) copies of your proposal to:

The Gulf Coast Center
ATTN: Casey Duty
4444 West Main
League City, Texas 77573
Contact Number: (281) 585-7464

NO LATER than: 3:00 P.M. (CST), JULY 18, 2008

Mark Envelope RFP# **MR0608**
MR Intake Services RFP Response

The Center appreciates your time and effort in preparing this proposal. All proposals must be received at the specified location before opening date and time. The official time shall be determined by the time/date stamp when received at location. Faxed responses shall not be accepted. Proposals received after above date and time shall be returned unopened.

Any questions regarding the **RFP** should be directed in writing to Casey Duty at (281) 585-7464 or at caseyd@gcmhmr.com no later than July 11, 2008. Responses shall be returned no later than July 15, 2008.

SECTION A
INSTRUCTIONS AND CONDITIONS

1. **LATE PROPOSALS:** Proposals received at the specified location after submission deadline shall be returned unopened and shall be considered void and unacceptable. The official time shall be determined by the time/date stamp when received by the front desk receptionist at the Center's specified location. Center is not responsible for lateness of mail, carrier, etc.
2. **FUNDING:** This contract would be funded by State of Texas General Revenue, Medicaid and/or Third Party Insurance.
3. **ETHICS:** Respondents shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Center.
4. **IT IS UNDERSTOOD** that Center reserves the right to accept or reject any and/or all proposals for any or all services covered in this solicitation and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interest of The Center.
5. **MODIFICATIONS:** Center reserves the right to modify the general description and scope of services, by issuing a written addenda of any such modifications.
6. **ADDENDA:** Any interpretations, corrections or changes to the Request for Proposal (RFP) and specifications shall be made by written addenda. Sole issuing authority of addenda shall be vested in the Director of Legal Affairs. Addenda shall be mailed to all who are known to have received a copy of the Request for Proposal. All such addenda become, upon issuance, an inseparable part of the specifications which must be met for the offer to be considered. All responding Respondents shall acknowledge receipt of all addenda.
7. **ALTERING PROPOSALS:** Any corrections, deletions, or additions to offers may be made prior to closing date and time of the solicitation. No oral, telephone, telegraphic, fax, E-mail, or other electronically transmitted corrections, deletions, or additions shall be accepted. The Respondent shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.
8. **WITHDRAWAL OF PROPOSALS:** A proposal shall not be withdrawn or canceled by the Respondent unless the Respondent submits a letter prior to the closing date. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the offer.
9. **PROPOSALS SHALL BE** received and publicly acknowledged at the location, date and time stated within this document. Respondents, their representatives and interested persons may be present. The proposal shall be received and acknowledged

only so as to avoid disclosure of the contents to competing Respondents and kept confidential during negotiations.

However, all proposals shall be open for public inspection after the contract is awarded and written notification is sent to both successful and unsuccessful Respondents, except for trade secrets and confidential information contained in the proposal and identified by the Respondents as such. Such information may still be subject to disclosure under the Public Information Act based on the Texas Attorney General opinions and on steps taken by the Respondent to protect the information outside the scope of the RFP process.

10. **SALES TAX:** Center is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal shall not include taxes.

11. **PROPOSALS MUST COMPLY** with all federal, state, county and local laws. All services must be in compliance with federal, state, county and local rules, codes, regulations, laws, and executive orders.

12. **RESPONDENTS SHALL PROVIDE** with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal. There is no expressed or implied obligation for The Center to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and the Center will not reimburse responding firms for these expenses, nor will the Center pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

1. Title page. Title page should include the RFP # and subject. The Respondent's name, the name, address, and telephone number of a contact person; and the date of the proposal transmitted.
2. Submission Letter. A letter of understanding by the person or officer of the Respondent entity that is authorized to enter into a contractual agreement on behalf of Respondent indicating acceptance and commitment to the work to be done as well as a succinct statement as to why the Respondent believes itself is the best qualified.
3. Detail Proposal. Response to Proposal Guidelines as specified in this document.
4. References. Submit as specified in Section A.16 of this document.
5. Respondent's contact. Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the Proposal.
6. Sample report of an Assessment and Determination of Mental Retardation, Autism, and other related diagnosis (DMR) completed by the Respondent.

13. **EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this Request for Proposal shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and Center shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. Center reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of Center.

14. **MINORITY OWNED BUSINESSES:** Historically Underutilized Business and/or Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best practices of quality services and facilities will prevail. All interpretations of these specifications shall be made on the basis of this statement.

16. **REFERENCES:** Center requests Respondent to supply, with this RFP, a list of at least three (3) references where similar services have been provided by their organization. Include name, contact name, address, telephone number and description of services provided for each reference.

17. **INSURANCE:** Successful contractor must provide proof of minimum insurance coverage prior to start of contract and annually thereafter of liability insurance (including general liability, and workers compensation coverage) as follows:

SCHEDULE:	Professional Liability	\$1,000,000
	General Liability	\$\$1,000,000/3,000,000
	Worker's Compensation	In accordance with Texas Statutory Requirements

A Certificate of Insurance naming as an additional insured The Gulf Coast Center shall be provided prior to start of work.

18. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS:** A prospective Respondent must affirmatively demonstrate Respondent's responsibility. A prospective Respondent must meet the following minimum requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed performance schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics; and
5. be otherwise qualified and eligible to receive an award

Center may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above and any other required documentation.

19. **LIMITATIONS:** Any Respondent currently held in abeyance from or barred from the award of a Federal or State contract may not contract with Center.

20. **CONSIDERATION:** For an offer to be considered, the Respondent must meet Center's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective contract, and submit the completed offer according to the time frames, procedures, and forms stipulated by Center.

21. **CONTRACT:** In the event Respondent and Center are satisfied with the proposal submission and its conditions in its entirety and no modification or negotiations are warranted, the submitted proposal shall serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of Respondent's anticipated agreement subject to refinement and negotiation can be obtained upon request to Linda Bell, Attorney, 4444 W. Main, League City, TX 77573 or lindab@gcmhmr.com.

22. **TERMINATION OF CONTRACT:** Center reserves the right to terminate any resulting contract with thirty (30) days written notice.

23. **CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government code Title 5, Subtitled C., Chapter 171.

24. **SUCCESSFUL RESPONDENT SHALL** defend, indemnify and save harmless Center or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFP.

25. **NOTICE:** Any notice provided by this proposal (or required by Law) to be given to the successful Respondent by Center shall be deemed to have been given and received on the next day after such written notice has been deposited in the mail in Galveston County, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

26. **CONTRACT MONITOR:** Under this contract Center shall appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between the Center and the successful Respondent.

27. **INVOICES** shall show all information as required and shall be mailed directly to The Gulf Coast Center location and staff person as set out in the contract entered into by Center and Contractor.

28. **PAYMENT** shall be made upon receipt of valid invoice and approval by Center of all completed services as set out in the contract entered into by Center and Contractor.

29. **ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Center.

30. **ORDER OF PRECEDENCE:** Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.

- A. Request for Proposal Instructions and Conditions
- B. Proposal Guidelines, if any.
- C. Other documents, exhibits and attachments

31. **SUBMISSION OF PROPOSAL:** Submit sealed one (1) original, clearly marked, and **two** (2) copies of the proposal describing your organization and services in detail following the sequence as outlined, and requirements of the Solicitation of Offers and Request for Proposal Instructions and Conditions.

There is no expressed or implied obligation for the Center to reimburse Respondents for any expense incurred in preparing Proposal in response to this request, and the Center will not reimburse anyone for those expenses. The Center will consider Proposals from all responsible Respondents.

SECTION B DESCRIPTION AND SCOPE OF SERVICES

The Center is requesting proposals for the provision of Assessment and Determination of Mental Retardation, Autism, and other related diagnosis (DMR) services consisting of screening, testing, clinical interviews, medical records review, and completing clinical reports.

- I. Program Description: The Mental Retardation Intake Department is responsible for the Determination of Mental Retardation, Autism, and other related diagnosis for individuals and families seeking services through The Gulf Coast Center.
- II. Program Goals: The goal of the Mental Retardation Intake Department is to assess and diagnose all individuals that are screened to be appropriate for services and to do so in a timely manner.
- III. Target Population – Persons served must meet the priority population definition as defined by the Department of Aging and Disability Services.
 - a. Priority Population: Persons with mental retardation, as defined by Texas Health and Safety Code §591.003; individuals with a pervasive developmental disorder, as defined in the current edition of the Diagnostic and

Statistical Manual, including autism; individuals with a related condition, listed in http://www.dads.state.tx.us/providers/guidelines/ICD-9-CM_Diagnostic_Codes.pdf, who are eligible for, and enrolling in services in the ICF/MR Program, Home and Community-based Services (HCS) Medicaid Waiver Program, or Texas Home Living (TxHmL) Medicaid Waiver Program;

- IV. Projected Workload Measures
 - a. While the utilization of your services is not guaranteed, it is the intention of the Center that the Respondent is to be scheduled one day per week or an average of four (4) days per month. A minimum of three (3) Determinations of Mental Retardation and Assessments will be scheduled per day through the MR Intake Department on the dates the Respondents services will be utilized. The days of the week may vary depending upon resource availability, office space, and other support staff needed for completion of associated requirements. The total number of days scheduled may also vary to manage available resources and the capacity of requests for services received by the Center.
- V. Financing and Reimbursement of Assessment and Determination of Mental Retardation, Autism, and other related diagnosis (DMR) services
 - a. The Successful Respondent will provide on a timely basis all clinical documentation to support billing, billing units and type of service.
 - b. Successful Respondent must be able to meet all provisions of Assessment and Determination of Mental Retardation, Autism, and other related diagnosis (DMR) services as defined by DADS including staffing, reporting requirements, and service provisions.

SECTION C EVALUATION AND SELECTION CRITERIA AND PROCESS

Any award made based upon this Request for Proposal will be based upon Best Value to the Center, which is the optimum combination of economy and quality resulting from fair, efficient, and practical procurement decision-making and which consider the following relevant factors:

1. the delivery terms;
2. the quality and reliability of the respondent's services;
3. the extent to which the services meet the Center's needs;
4. indicators of probable respondent performance under the contract, such as the respondent's past performance, the respondent's financial resources and ability to perform, and the respondent's experience and responsibility;
5. the impact on the ability of the Center to comply with laws and rules relating to historically underutilized businesses or relating to the procurement of services from persons with disabilities;
6. the total long term cost to the Center of contracting for the respondent's services;
7. the cost of any staff training associated with the contract;
8. the contract price;

9. the ability of the respondent to perform the contract and to provide the required services within the contract term, without delay or interference;
10. the respondent's history of compliance with the laws relating to its business operations and the affected service(s) and whether it is currently in compliance;
11. whether the respondent's financial resources are sufficient to perform the contract and to provide the service(s);
12. whether necessary or desirable support and ancillary services are available to the respondent;
13. the character, responsibility, integrity, reputation, and experience of the respondent;
14. the quality of the facilities and equipment available to or proposed by the respondent;
15. the ability of the respondent to provide continuity of services;
16. the ability of the respondent to meet all applicable written policies, principles, regulations, and standards of care; and
17. any other factor relevant to determining the best value for the Center in the context of a particular contract.

The evaluation process is as follows:

1. All proposals received by the established deadline will be evaluated and ranked by Center's RFP Evaluation Committee according to the factors above.
2. Respondents meeting the requirements and criteria may be invited to interview with Center to further clarify the evaluations of proposals, if deemed necessary by the committee.
3. Additional information, such as copies of the Respondent's Organizational Policies, Procedures and Quality Assurance documents, may be requested during contract negotiations.
4. Visits may be conducted to potential service contractors.
5. Based on resulting ranking of the proposals one or more Respondents may be asked to participate in negotiation with Center.
6. **APPEALS and/or PROTEST** Any Respondent's wishing to protest or appeal the selection process must do so within 7 days of the proposal award. Protest or appeals must clearly state with specificity the grounds upon which the award selection is being challenged. Send via certified mail to:

The Gulf Coast Center
ATTN: Linda P. Bell, Legal Affairs
4444 W. Main
League City, TX 77573

7. Proposals submitted become the property of Center and will not be returned to the Respondent's.

SECTION D PROPOSAL GUIDELINES

Each Respondent must answer each of the following items completely. You may attach additional materials as necessary to provide support information and details. Failure to disclose or provide complete and accurate responses, or to utilize format described below, may be considered a basis for eliminating the proposal from further consideration. Each Respondent must use the proposal response format as follows: State the question or item exactly as appears; then provide your detailed response.

- I. Proven ability to provide high quality services.
 - a. Describe your operation:
 - i. Identify Ownership
 - ii. Organization Structure (attach organization chart)
 - iii. Indicate years of experience providing the requested type of service.
 - iv. Identify any award or special recognition from regulatory, licensing bodies or professional associations.
 - b. Describe background and experience of the entity or individual as a provider of Assessment and Determination of Mental Retardation, Autism, or related diagnosis (DMR) services or substantially similar services showing ability to provide these services.
 - c. Provide three references who are familiar with your background in providing Assessment and Determination of Mental Retardation, Autism, or related diagnosis (DMR) services (provide name, title, address, telephone).
 - d. Provide detailed information on all contracts which you provided services which has been terminated in Assessment and Determination of Mental Retardation, Autism, or related diagnosis (DMR) services or in a substantially similar service in the past 5 years.

- II. **Knowledge of Programmatic issues.**
 - a. Describe your experience in providing services and supports to consumers and their family members.
 - b. Describe your activities/participation with ARC, Advocacy Inc, and/or similar organizations in serving the needs of the mentally retardation and their families.

- III. **Description of Services**
 - a. Describe how you currently provide Assessment and Determination of Mental Retardation, Autism, or related diagnosis (DMR) services or a similar service model.
 - b. Describe your staffing pattern including utilization of QMRPs and other staff experienced in working with individuals with Mental Retardation.
 - c. Describe core staff.
 - d. Describe what value added services you will provide, through methods such as enhanced staffing, expanding service array, additional service capacity, etc.
 - e. Describe how you will meet the cultural and linguistic needs of the consumers in the Center's local service area (Galveston and Brazoria Counties)

- f. Provide a sample report of an Assessment and Determination of Mental Retardation, Autism, and other related diagnosis (DMR) completed by the Respondent.
- IV. **Quality Management** – Quality management and improvement systems provide ongoing self assessment of critical performance indicators developed to aid in improving the quality of services delivered. Internal and external reviews and surveys are part of this system.
- a. Describe the Quality Management and Improvement system currently in place in your program.
 - b. Describe in detail, performance indicators used in measuring and monitoring service performance and goals.
 - c. Submit a copy of the most recent Quality Improvement Plan.
 - d. Submit a copy of your Quality Management Program activities for the past 12 month period.
 - e. Submit copies of all external reviews from all regulatory/accrediting bodies: include any plans of improvement required as a result of the reviews.
 - f. Submit information and examples of any ongoing outcome measurement program activities, which have been operational for a minimum of 12 months.
 - g. Lawsuits – Indicated any lawsuits or litigation involving clinical services to individuals with mental retardation to which you have been a party during the past three years. Provide details on any judgments.
- V. **Financial Information**
- a. Provide a copy of a Certified External Audit for the past three years.
 - b. Provide a copy of the most recent Tax Statement (IRS Form 1120, Form 990 as applicable).
 - c. Provide a current Financial Statement including Cash Flow.
 - d. Submit the most current Annual Report available.
 - e. Provide evidence of continued financial viability to ensure your capabilities to support this project.
 - f. Insurance – Indicate current coverage amounts for professional and general liability insurance, term of coverage, and name of carrier.
 - g. Provide the budget detail for the proposed program.
 - i. Identify salaries and fringe benefits.
 - ii. Identify all other operating and administrative expenses that will be related to the program.
 - iii. Identify Medicaid/Third Party Revenue Projections.
- VI. **Cost Proposal**
- a. Describe your proposal fee structure.
 - b. Describe how you will maximize other payor sources to ensure the Center is the payor of last resort, if applicable.
 - c. Maximum Allowable Rate - the maximum allowable rate for the services is \$ 350.00 per DMR. The Center shall reject any proposal with a rate that exceeds that amount.

VII. **Risk Assessment**

- a. Has the Respondent had any validated/confirmed client abuse, client neglect, or rights violations claims in the last three (3) years? If so, explain in detail.
- b. Provide a copy of Professional Liability Insurance showing liability insurance coverage. Include directors' and officers' professional liability, errors and omissions, general liability, breaches of privacy, and medical malpractice insurance -- Label as **Exhibit VII B**.
- c. Identify whether Respondent, as an entity, or anyone employed by the Respondent is currently under investigation, or has had a license or accreditation revoked by any state, federal, or local authority or licensing agency within the last five (5) years. If "yes", provide a detailed explanation.
- d. Identify whether Respondent, as an entity, or anyone employed by the Respondent providing direct care or employed in a management position has had any felony convictions. If "yes", provide a detailed explanation. Provide any company policies that outline your procedures in dealing with current or future employees who are convicted felons.
- e. Identify whether Respondent has ever been placed on vendor hold by an agency or company. If "yes", provide a detailed explanation.
- f. Identify any lawsuits or litigation involving clinical services to which you have been a party during the past five (5) years. Provide details on any judgments.
- g. Provide a list of clinical services contracts for which Respondent has been terminated for cause in the last five (5) years.
- h. Identify whether Proposer, as an entity, or any of Respondent's employees Medicaid Provider number(s) have ever been suspended or revoked. If "yes", explain.

**SECTION E
SUBMISSION OF PROPOSAL**

ASSURANCES

The undersigned does make the following assurances that:

1. That the Respondent is not currently held in abeyance or barred from the award of a federal or state contract.
2. That the Respondent is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.
3. No attempt will be made by the Respondent to induce any person or firm to submit or not to submit a response, unless so described in the RFP response document.
4. The Respondent does not discriminate in its services or employment practices on the basis or race, color, religion, sex, national origin, disability, veteran status, or age.
5. That no employee of the Center, DSHS or DADS, and no member of the Center's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Respondent is unable to make the affirmation, then the Respondent must disclose any knowledge of such interests.
6. Respondent accepts the Center's right to cancel the RFP at any time prior to contract award.
7. The RFP response submitted by the Respondent has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
8. No claim will be made for payment to cover costs incurred in the preparation of the submission of the application or any other associated costs.
9. The individual signing this document and any subsequent contract (if necessary) is authorized to legally bind the Respondent.
10. That Respondent will comply with the rules and standards adopted under Section 534.052 of the Texas Health and Safety Code, the DSHS Community Standards of Community Mental Health Centers and Community Service Programs, and applicable local, state, and federal laws, rules and regulations, including the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
11. No member of the Respondent's staff or governing authority has participated in the development of specific criteria for award of the contract, nor will participate in the selection of the proposal to be awarded the contract.

The Organization or Individual named below offers and agrees to furnish all labor, materials, and services offered within the designated time frame for the amount to be agreed upon and upon conclusion of a successful contract.

Name of Respondent Firm or Individual: _____

Type of Legal Entity: _____

Address: _____ **Phone No.:** _____
_____ **FAX No.:** _____

Auth. Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____