

Andrews Center Behavioral Healthcare System Request for Proposals – Crisis Respite Services December 2009

Andrews Center Behavioral Healthcare System (“Andrews Center”) is hereby accepting proposals from qualified entities for Crisis Respite Services beginning December 1, 2009. The contract will be for an initial period of 24-months with an option to renew for additional one-year periods as agreed upon by both parties. The initial contract period will be from February 1, 2010 through January 31, 2012. All organizations submitting proposals must comply with the following proposal specifications for the proposal to be considered.

I. Background Information

Andrews Center is a community mental health and mental retardation center, a unit of local government, created to provide community-based services to people with mental illness and mental retardation. Andrews Center has been designated by the Texas Department of State Health Services (DSHS) as the Mental Health Authority for the five counties of East Texas in which it provides services. This service area includes Henderson, Rains, Smith, Van Zandt, and Wood counties. Under its Performance Contract with the DSHS, the Center is required to provide services to persons experiencing a mental health crisis which includes assessing the person’s needs and trying to match these needs with the least restrictive service available that will meet the needs. Outpatient behavioral health services, community hospital services both behavioral and physical, community long term residential services and state hospital services are currently available to the residents of these counties. However, short term crisis respite services are not available and are a missing piece in the continuum of services to meet the needs of persons experiencing a mental health crisis. Through interactions with Community Healthcore and ACCESS (community mental health and mental retardation centers with adjoining service areas) it has been determined that crisis respite is a missing piece in the continuum of services of these centers also. Andrews Center, Community Healthcore, and ACCESS (“participating centers”) have agreed to develop a cooperative arrangement which would facilitate the establishment of crisis respite services for the citizens living in the service area of these three community centers. Andrews Center has identified a property which will be developed into a 10 to 12 bed crisis respite facility in Tyler, Texas for the use of these three community centers through interlocal agreements.

II. Objective and Scope of Work

Andrews Center’s objective, with the input of Community Healthcore and ACCESS, is to select an experienced provider of Crisis Respite Services to staff and administer this 10 to 12 bed crisis respite facility.

III. Qualifications and Requirements of Proposer

Proposals will be accepted from providers with these minimum qualifications:

1. Experienced provider of community mental health services, specifically Crisis Respite Services as defined in Information Item V of the DSHS FY2010-2011 Performance Contract, with at least five (5) years of experience in providing services as outlined in this RFP.
2. General liability insurance and professional liability insurance coverage, each with \$1,000,000 per occurrence.
3. Knowledge and ability to acquire and maintain an Assisted Living Type A or Type E license issued by the Department of Aging and Disability Services (DADS) or approval from DSHS to operate the facility as a Crisis Respite Facility under licensure exemption according to THSC Chapter 247, §247.004.

4. Ability to provide administrative, paraprofessional, and qualified 24-hour wake staff in the Crisis Respite facility, coordinate with the participating centers to immediately stabilize a behavioral health emergency, implement and monitor the respective Center's Crisis Treatment Plan and comply in all respects with the standards set forth in Information Item V of the DSHS FY2010-2011 Performance Contract for delivery of Crisis Respite Services.

IV. Requirements of Proposer

The successful Proposer will do the following, at a minimum:

1. Provide advice and expertise to the Center regarding modifications to the facility necessary for the Proposer to obtain an Assisted Living license from DADS or as a Crisis Respite Facility approved by DSHS under licensure exemption according to THSC Chapter 247, §247.004.
2. Obtain the Assisted Living Type A or Type E license from DADS or approval from DSHS to operate the facility as a Crisis Respite Facility under licensure exemption according to THSC Chapter 247, §247.004 and maintain this license/approval for the duration of services.
3. Provide administrative, paraprofessional and qualified 24-7 staffing for the 10 to 12-bed Crisis Respite unit.
4. Furnish all other goods and services necessary to provide Crisis Respite Services in accordance with Information Item V of the DSHS FY2010-2011 Performance Contract.
5. Comply with all reporting requirements of the participating centers.

V. Proposal Content

Proposals must include/meet, at a minimum, the following:

1. The Proposer's name, address, telephone, and type of legal entity.
2. Names and addresses of owners or significant stockholders (greater than 15%).
3. Describe the company background: a) Number of years as a provider of community mental health services, b) Location of office and personnel serving the Center, c) Information of financial ability to perform and other information to show capability and resources to perform.
4. Name and telephone number of the Proposer's account executive who will serve as the Center's point of contact, including that individual's experience and qualifications.
5. A detailed list of mental health services provided to other community centers.
6. A description of services that you will provide under this contract.
7. Attachment A – Fee Proposal signed by authorized individual.
8. Provide at least three references of clients that can be contacted regarding the quality and competency of your firm and its principal representative.
9. Proposers must certify that they can provide general liability insurance and professional liability insurance coverage each in the amounts of at least \$1,000,000.00 each occurrence, can provide workers compensation insurance if they employ others in performing the

anticipated contract, are eligible to work in the United States, are not prohibited from contracting with the Center, and other assurances, all as set forth in Attachment B.

10. Proposer must disclose any business or personal relationship (directly or indirectly through marriage) with the participating center's senior management staff (See Attachment C) or any member of the participating center's Board of Trustees (See Attachment D). ***If applicable, Proposer must complete attached Form CIQ and return it with response.***
11. Proposer must have the authority to submit a bid and act as an agent of the Proposer. A cover letter under the Proposer's letterhead must describe the submitting Proposer's office/role in the organization.
12. Proposer may include any other services in their array of services which are not specifically requested herein but which many enhance their proposal.

VI. Conditions and Procedures for Submission of Proposals

All RFP responses, an original and six (6) copies, must be submitted in sealed envelopes and received by the Andrews Center Director of Contract Services (certified mail, overnight or hand delivery) **no later than 1:30 p.m. on Friday, December 18, 2009.**

Certified Mail Proposals must be addressed to:

Jim Hartung, Director of Contract Services
Andrews Center
2323 West Front Street
Tyler, Texas 75702

Hand Deliveries or Overnight Deliveries must be made to:

Jim Hartung, Director of Contract Services
Andrews Center
2323 West Front Street
Tyler, Texas 75702

VII. Assistance to Proposers

All questions about this request for proposals must be directed to Jim Hartung, Director of Contract Services at jhartung@andrewscenter.com or faxed to 903-535-7386. Any explanation desired by a Proposer regarding the meaning or interpretation of this Request for Proposals must be requested in writing (email or fax is acceptable) with sufficient time allowed for a reply to reach all offerors before the submission of their proposals. Each Proposer shall ascertain prior to submitting a proposal that Proposer has received all Addenda issued, and shall acknowledge their receipt in the proposal.

VIII. Selection and Board of Trustees Approval

The Proposals will be opened and evaluated by the participating center's senior management and will be summarized and presented to the Andrews Center Board of Trustees at the next Board meeting for a possible award to be made. Selection criteria are set forth on Attachment E. All Proposers submitting proposals will be notified of the proposal results no later than **January 8, 2010.**

IX. Method of Payment and Term of Contract

If awarded, payment will be made in accordance with a Contract on terms agreed upon by the Center and successful Proposer.

The contract begins approximately February 1, 2010 or at a date agreed upon by both parties in order to provide sufficient time for licensing and other activities required for licensing to be completed by March 1,

2010. The initial term is approximately 24 months (February 1, 2010 - January 31, 2012), with an option to renew for additional one-year periods as agreed upon by both parties.

X. Assurances

By responding to this RFP, each Proposer assures the Center that, if selected as a Center broker, he or she will do the following:

1. Advise the Center on all modifications to the proposed facility required to permit the Proposer to acquire and maintain the facility as an Assisted Living Facility licensed by the DADS or Crisis Respite Facility approved by DSHS.
2. Acquire an Assisted Living type A or E small facility license from DADS or approval to operate a Crisis Respite Facility from DSHS and maintain such license/approval throughout the period of services.
3. Provide 24-hour staffing in the Crisis Respite Facility, such staff to be fully trained in CPR, seizure management, first aid, supervision of self-administration of medication, and other training as may be Center- or standards-required from time to time.
4. Provide 40-hour a week QMHP and 40-hour a week LVN services, plus other Supervisory Administrative coverage.
5. Provide all other goods and services necessary to provide Crisis Respite Services in full compliance with Information Item V of the DSHS FY2010-2011 Performance Contract.
6. Not assign or transfer the performance of the Crisis Respite Services, or any portion of the Center's business, without the Center's prior written approval.
7. Comply with all provisions of this RFP and their proposal throughout the term of the appointment.

XI. Rights of the Center

The Center reserves the right to withdraw this request for sealed proposals, at any time, without award.

The release of this request for sealed proposals in no way constitutes or implies responsibility of the Center to make an award. Nor does it obligate the Center for any costs associated with Proposers' proposals.

The Center reserves the right to negotiate with Proposers, any part of submitted proposals.

The Center reserves the right to consider any lawful factor relating to the value to be received by the Center under the proposal when making an award determination.

The Center reserves the right to reject any and/or all proposals and to waive any and/or all technicalities in the best interest of the Center.

By submitting a proposal, each Proposer agrees to waive any claim it has or may have against the Center, its trustees, officers, agents, and employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents, or the contract documents, acceptance or rejection of any proposals, and award of the contract.

Attachment A

Fee Proposal

(Attach this Fee Proposal as part of your proposal)

The contract will be annual for a fee payable on terms agreed upon by the Center and successful Proposer.

Fee amount in numbers: \$ _____

In words _____

Name of Firm _____

Name of Signatory _____

Signature _____

_____ Date

Attachment B

(Attach this Certification as part of your proposal)

I, _____, the undersigned, hereby certifies as follows:

- 1) The undersigned can and will provide errors and omissions insurance in the amount of at least \$500,000.00 each occurrence naming Heart of Texas Region MHMR Center as a certificate holder;
- 2) The undersigned can and will provide proof of workers compensation insurance;
- 3) The undersigned can and will provide W-9 Taxpayer Identification Number and Certification;
- 4) The undersigned certifies that Proposer is not held in abeyance or barred from award of a federal or state contract and further certifies that Proposer is in good standing for state tax, pursuant to the Texas Business Corporation Act, Texas Civil Statutes, Article 2.45;
- 5) The undersigned certifies that Proposer is not more than 30 days delinquent in child support payments and is eligible to receive payment from state funds as required by Texas Family Code Sec. 231.006;
- 6) The Proposer has not induced any person or firm to submit or not submit a proposal; and
- 7) The Proposer has arrived at the proposal without consultation, communication or agreement for the purposes of restricting competition; and
- 8) The Proposer (please initial the applicable paragraph)
_____ a) has no business or personal relationship (directly or indirectly through marriage) with the participating center's senior management staff (as listed on Attachment C) or any member of the participating center's Board of Trustees as listed of Attachment D; **or**
_____ b) has a business or personal relationship (directly or indirectly through marriage) with the individual named on Form CIQ which has been completed and returned with Proposer's RFP response.
- 9) By submitting a proposal, each Proposer agrees to waive any claim it has or may have against the Center, its trustees, officers, agents, and employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents, or the contract documents, acceptance or rejection of any proposals, and award of the contract.

Signature

Date

Printed Name

Title

Attachment C Senior Management Staff

Andrews Center	Community Healthcore	ACCESS
Waymon Stewart Chief Executive Officer	Inman White Executive Director	Allyn Lang Executive Director
Cindy Grace Chief of Operations	Marilyn Wyman Operations Director	Karen Pate Chief Administrative Officer
Carol Fontenot, CPA Chief Financial Officer	Sue Rathbun Chief Financial Officer	Dennis Phillips Chief Program Officer
Jim Hartung Director of Contract Services		
Jenny McFadden Director of Human Resources		

Attachment D Board of Trustees

Andrews Center	Community Healthcore	ACCESS
George Hall, Chair Smith County	Sharon Putman, Chair	Cathy Newman, RN, Chair
Sam Roosth, Vice Chair Smith County	Pam Jackson, Vice Chair	J. Christopher Kolstad, Vice Chair
Jimmie Wyrick, Secretary Henderson County	Shirley Baker, Sec./Treas.	Louise Gould, Secretary
Mary Lookadoo, Treasurer Wood County	Sidney Burns	Milye Bailey
Robert Colacino Van Zandt County	Glyn Crane	Linda Bowser, RN
Mary Hall Rains County	Rosalee Floyd	Robert Gonzalez
Bill C. Ross Smith County	Linda Hooks	Harold "Buz" Parrish
Wayne Leake Smith County	Frances McGregor	Kay Watkins
Kay Hebensperger Henderson County	Letha Northcutt	
	Fran Ruben	
	Judy Stiles	

Attachment E

Andrews Center Request for Proposals – Crisis Respite Services Evaluation Criteria

Proposals received from qualified brokers may be evaluated using the following criteria:

- Fee Proposal
- Experience, reputation and qualifications of the firm and the principal representative
- Description of how you will operate the program
- Ability and intent to provide superior Crisis Respite Services and coordination with the participating centers
- References
- Financial stability
- Conflicts or perceived conflicts of interest
- The impact on the ability of the Center to comply with laws and rules relating to historically underutilized businesses
- Overall clarity and complete responsive proposal and compliance with all proposal specifications
- The long-term cost to the Center and cost savings
- Any other relevant factor that a private business entity would consider in selecting a vendor

The Center reserves the right to consider factors other than price to select the successful Proposer

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

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Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007