

REQUEST FOR PROPOSALS (RFP 0002) INTENSIVE OUTPATIENT SUBSTANCE ABUSE SERVICES

This RFP is issued by COASTAL PLAINS COMMUNITY CENTER (CPCC), an agency, authorized by Article 5547-203 of the Texas Revised Civil Statues Annotated (1965), as amended, establishes the duties and authority of the community centers of mental health and mental retardation services. This RFP contains the requirement that all applications must meet to be considered by CPCC for selection. Failure to conform to requirements of the RFP will result in rejection of the application without any further consideration. The applicant is solely responsible for the preparation and submission of an application in accordance with instructions contained in this RFP.

Coastal Plains Community Center is seeking to contract with a single service provider (agency/organization) licensed by Department of State Health Services (D.S.H.S.) to deliver Intensive Outpatient Substance Abuse services for Jim Wells and Duval counties. Provider selected will be offered space in our Alice clinic to deliver services.

Providers selected will not be employees of CPCC. CPCC will not withhold any income tax, unemployment insurance, social security or any other withholdings or make available to the provider any benefits (sick leave, vacation).

Contact Person: All inquiries about this RFP should be directed to: Leo Trejo, Integrated Services Director 200 Marriott Drive Portland TX 78374 (361) 777-3991

Submission of Completed Application:

All original applications must be returned to the following address by May 12, 2014 at 4:00 p.m. CST.

Theresa Guerra, Director of Authority Functions
200 Marriott Drive
Portland TX 78374
CONFIDENTIAL: RFP 0002 -DO NOT OPEN IN MAILROOM!

Incomplete applications will not be considered.

Electronically submitted applications will not be considered; however, applications may be modified by electronically submitted notice, provided such notice is received prior to the time and date set for the application closing.

Definitions:

1. Covered Services:

Covered services, if authorized by the local authority under the terms of this agreement, are those services identified as Intensive Outpatient Rehabilitative Treatment/Services as defined in Title 25 Part 1 Chapter 441, 447, 448, 451, and Title 28 Part 1 Chapter 3 Subchapter HH3.8019-3.8026 and 3.0829. Provider will render services to all Covered Individuals in the same manner, subject to the same standards, and within the same time availability as offered to Provider's other patients or clients. Provider will not discriminate on the basis of diagnosis

(dual diagnosis) or due to payment source in matters involving the provision of Covered Services to Covered Individuals.

2. Clinically Appropriate Services:

- a) Intensive Outpatient Rehabilitation/Treatment as Texas Administrative Code, Title 28, Part 1, Chapter 3, Subchapter HH, 3 and Title 25, Part 1, Chapter 448 a-I and M. Services per person will be at least 10 hours per week for four (4) to twelve (12) weeks, but less than 24 hours per day.
- b) Services will include:
 - Intake and Assessment
 - Three (3) to Four (4) individual sessions based upon recovery plan
 - Group Sessions Four (4) times/week for 4-12 weeks based upon recovery plan.
 - Follow-up contact post 6 months (DSRIP Measure)
- c) Due to requirements in TAC Title 28, Part 1, Chapter 3, Subchapter HH regarding the definition of "emotional/behavioral status" the Local Authority will work with the Provider through engagement and collaboration to encourage participation in the rehabilitation and treatment process through a recovery plan for mutual consumers of services.
- d) The Provider will ensure adequate and essential evaluation for treatment consistent with the symptoms, proper diagnosis and treatment appropriate for the Covered Individual's chemical dependency:
 - reasonably expected to improve the illness, condition, or level of functioning;
 - safe and effective according to nationally accepted standard clinical evidence generally recognized by mental health care professionals or publications; and
 - the appropriate and cost-effective level of care that can safely be provided for the specific diagnosed condition in accordance with the professional and technical standards adopted by the Utilization Management and Quality Management Departments of the Local Authority.

3. Bill for Service:

A completed claim shall consist of documentation containing all of the following information:

- a) The name of each Covered Individual who received a Covered Service.
- b) The date(s) that services were provided.
- c) The amount due per Covered Individual based on the services provided.
- d) The claims for payment for Covered Services provided to Covered Individuals will be submitted within thirty (30) days following the provision of the Covered Service or of the date the Provider receives notice that other potential payors for the Covered Service have denied the claim.
- e) All claims will be considered final unless Provider requests an adjustment in writing within thirty (30) days after receipt of a payment explanation from Local Authority. Completed claims must be submitted to:

Joel Johnson, Clinic Director 614 W Front St, Alice, TX 78332

4. Payment:

In consideration of the obligations undertaken by the provider, Local Authority agrees to pay Provider for services based on the Schedule described and defined below:

Service - Intensive Outpatient (IOP) Substance Abuse Services

Service Description	Hourly Rate	Authorized Hours	Individual Service Total	Service Package Treatment Total
Intake and Assessment	\$62.00	2.5 hours	\$155.00	\$155.00
Individual Sessions	\$62.00	4 hours	\$248.00	Up to \$248
Group Sessions - Min. IOP Completion Req.	\$20.00	25 hours (10 sessions)	\$500.00	\$903.00
Group Sessions - High Completion IOP Req.	\$20.00	50 Hours (20 sessions)	\$1000.00	\$1403.00

^{*}End of the year performance incentives will be available for Providers who reach DSRIP milestones.

5. Covered Individual:

Any 17 years of age w/maturity level of young adult or Adult who:

- a) Meets the Department of State Health Services definition of need for chemical dependency outpatient treatment if they meet the conditions of paragraph (3) of the Texas Administrative Code, Title 28, Part 1, Chapter 3, Subchapter HH, 3 and Title 25, Part 1, Chapter 448 a-I and M.. A summary is as follows: "chemical dependence is defined as detailed in the most current revision of the international classification of diseases, or the most current revision of the diagnostic and statistical manual for professional practitioners, accompanied by evidence that some of the symptoms have persisted for at least one month or have occurred repeatedly over a long period of time." from the same subsection of the above referenced TAC section 3.8019(b) (1).
- b) This RFP is specific to persons residing in Jim Wells and Duvall counties and may be expanded through contract amendment, based upon contract award.
- c) Does not receive third party commercial or governmental insurance coverage (collectively `Self Pay Patients).
- 6. **Referrals:** Provider shall not directly refer Covered Individuals to other providers for any Local Authority services, but will refer Covered Individuals back to Local Authority to request such services. Provider shall not engage in case finding or otherwise locating individuals to participate in these Covered Services, except as authorized by DSHS contract requirements.
- 7. <u>Continuity of Care:</u> Provider agrees to coordinate treatment/recovery planning and discharge planning with Local Authority staff to assure continuity of services during treatment.
- 8. **Training:** Provider agrees to complete all trainings that may be required by the local Authority.
- 9. Local Authority Priority Population: The priority and target population for adult mental health services as defined by DSHS are adults who have severe and persistent mental illnesses such as schizophrenia, major depression, manic-depressive disorder, or other severely disabling mental disorders requiring crisis resolution or ongoing support and treatment. The Local Authority assesses eligibility for services with LPHA's at intake and reviews this every 90 180 days. Status is documented in the Covered Individual's record.

10. Payor of Last Resort: DSRIP funds are used to pay for Covered Services to Covered Individuals only when other payor or funding sources are not available, with the exception of DSHS funding. This contract agreement is with the understanding that the Provider is to use DSHS funds after they reach their capacity for services, as defined in this contract. It is understood that DSHS funding is to be the payor of last resort, as all other possible sources of payment, (other than the Covered Individual) must be pursued and denied or exhausted prior to use of DSHS funds.

Special note: Covered Individuals may or may not be members of the Local Authority's Priority Population. Both Authority staff and Provider staff will provide referrals for Covered Individuals who have a dual diagnosis of mental health and substance abuse.

ESTIMATED AMOUNT OF SERVICE REQUIRED*

Duval / Jim Wells Counties ⁻ At a minimum 100 Covered Individuals will to be served in the intensive outpatient treatment program (I.O.P) by 09-30-2014. Not all Covered Individuals will be receiving Local Authority Services. Provider will be responsible for identifying potential Covered Individuals.

Of those 100 Covered Individuals 50% must have successfully completed the intensive outpatient treatment program.

SPECIFIC APPLICATION REQUIREMENTS

To achieve a uniform review process CPCC requires that applicants submit the following:

- 1) Completed application (attachment 1) including plan to provide services
- 2) Completed Assurances and Certifications form (attachment 2)
- 3) Proof of professional insurance in the amount of \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate.

CONTRACT PREREQUISITES

- 1) Provider has no history of criminal convictions that would contraindicate contractual relationship as evidenced by criminal history check
- 2) Neither Provider no administrators have a history of confirmed client abuse, neglect or client rights violations
- 3) Provider has no history of Medicaid/Medicare sanctions
- 4) Provider has no history of exclusion from Medicaid services by the Texas or U.S. Office of the Inspector General
- 5) Crisis workers must have reliable transportation and a favorable driving record as evidenced by DPS drivers license check
- 6) Crisis workers must be able to respond in one hour to emergent crisis calls

AWARD CRITERIA

The following criteria will be weighed to determine the best value

Risk Profile (15 Points)

Quality Management (15 Points)

Background and experience as provider (30 points)

Cost effectiveness and best value of the proposed services (30 Points)

Value added services (10 points)

ATTACHMENT 1

INTENSIVE OUTPATIENT SUBSTANCE ABUSE SERVICES AGENCY APPLICATION

Agency:			
SSN#/TIN:			
ears of operation:			
Address:		_ City:	Zip:
Phone:	F	ax:	
ertification # if a Historio	cally Underutilized Business:		
illing Manager:			· · · · · · · · · · · · · · · · · · ·
hone Number:	Fax Numb	oer:	
Other Business Location	s in this Market Area:		
Other Owners/Partners:			
Name	% Ownership	If Corporat	te, List Organization
·			
 Your history of working diagnosed. 	on's experience as a provider on serious and with persons with serious and widing/supervising Intensive Ou	d persistent mer	ital illness who are dually

Describe your organization's experience working with various ethnic groups.
Description of your Quality Management and Quality Assurance efforts to insure continuous improvement in the quality of services provided to individuals with a mental illness. (Any process you have to discover and track errors, to receive communication from clients with respect to satisfaction with service and resolution of complaints, documentation of any accreditation/licensing evaluations completed in the past 24 months).
Describe the financial stability of your company, including the resources necessary to guarantee your ability to deliver the proposed services at the proposed fees.
Risk Profile
 Do you or anyone working in your organization who are providing services have any felony convictions? Yes No

2)	Have you or any of your employees had any validated client abuse, client neglect, or client rights violation claims in the past five years. Yes No Have you or any of your employees had a professional license suspended or revoked? Yes No					
4)	Have you or any of your employees had Medicaid or Medicare sanctions? ☐Yes ☐No					
5)	Have you or any of your employees appeared on the Texas or U.S. Office of the Inspector General exclusion lists?					
6)	Has the organization/partnership/business been placed on vender hold within the past five (5) years by any funding agency \Box Yes					
7)	For any answers 'yes_to questions 1 through 6, please, attach a detailed explanation.					
8)	Attach proof of liability insurance, minimum \$1,000,000 per claim and \$3,000,000 annual aggreg					
9)	List any lawsuits or litigation involving your organization during the past five years. Provide details.					
	 ach a plan to deliver Intensive Outpatient Substance Abuse Services to Coastal Plains Community nter's consumers beginning June 1, 2014 including: A description of how substance abuse/I.O.P. services will be provided to consumers in Jim Wells and Duvall counties. Any ancillary or additional services that you will provide at no cost, if any 					
Note to applicant: Coastal Plains Community Center completes a credentialing process and will verify any certifications and /or accreditations prior to completing a contract. You have the right to review this information. You also have the right to correct any erroneous information that the Center receives for the purposes of Credentialing.						
Ap	plicant Signature Date					

ATTACHMENT 2 ASSURANCES AND CERTIFICATIONS

I understand that I, or my organization, known collectively as 'Offeror', must comply with each of the assurances listed below if awarded a contract in response to this solicitation. I am legally authorized to bind my organization to the following assurances, as signified by my signature at the end of this section. I understand that my failure to sign this section and certify all of these assurances may result in disqualification of this proposal.

- 1) Offeror has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal.
- 2) Offeror will comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, described in this proposal who will perform any labor or services.
- 3) Offeror will comply with all federal statutes relating to nondiscrimination. These include but are not limited to Title VI of the Civil Rights Act of 1964 (Public Law 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), which prohibits discrimination on the basis of handicaps; the American with Disabilities Act of 1990 (Public Law 101-336); and all amendment to each, and all requirements imposed by the regulations issues pursuant to these acts, especially 45 CFR Part 80 (relating to race, color and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).
- 4) Offeror certifies that neither it nor its officers or employees is involved in other activities or relationships with other persons that cause Offeror to be unable or potentially unable to render impartial assistance or advice to CPCC, or that impair or might impair the Offeror's objectivity in performing work under the contract or that cause Offeror to have an unfair competitive advantage.
- 5) Offeror accepts the terms, conditions, criteria and requirements set forth in the RFP.
- 6) Offeror accepts CPCC's sole right to cancel the RFP at any time CPCC so desires.
- 7) Offeror accepts CPCC's sole right to alter the timetables for procurement as set forth in the RFP.
- 8) Offeror agrees that no claim will be made for payment to cover costs incurred in the preparation of the submission of the proposal or any other associated costs.
- 9) Offeror owes no funds to CPCC or the State of Texas for unresolved audit exceptions. An unresolved audit exception is an exception for which the Offeror has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment.
- 10) Offeror agrees that all processes and products resulting from this contract award will be the property of the State of Texas.
- 11) Offeror agrees to ensure that information about individuals served by CPCC will be kept confidential according to federal and state laws and regulations.
- 12) Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal or state Agency or agency.
- 13) Offeror, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas, or is not otherwise subject to payment of franchise taxes to the State of Texas.
- 14) Neither Offeror nor any member of Offeror's staff or governing authority has participated in the development of specific evaluation criteria for award of this contract, nor will participate in the selection of the successful Offeror awarded this contract.
- 15) Offeror has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for the award of this contract or that will participate in the selection of the successful Offeror awarded this contract.
- 16) Offeror agrees to provide CPCC with information necessary to validate any statements made in this proposal, as requested by CPCC, including but not limited to, allowing access for on-site observation, granting permission for CPCC to verify information with third parties, and allowing inspection of Offeror's records. Offeror understands that failure to substantiate any statements made in the proposal as requested by CPCC may result in disqualification of the offer.

- 17) As provided by Texas Family Code, Section 231.006, a child support obligor who is more than 30-days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Offeror certifies that it is not ineligible to receive the payments under this contract and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 18) Offeror certifies that any Health and Human Services agency or Public Safety and Criminal Justice agency has not revoked its license, permit, or certificate.
- 19) Neither Offeror nor its officers and employees have given, offered to give, or intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public employee in connection with the submitted offer.
- 20) Offeror certifies that none of the funds paid by CPCC pursuant to any contract resulting from this RFP will be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress or the state legislature or for obtaining any federal or state contract.
- 21) Offeror certifies that it has not filed for protection under any state or federal bankruptcy law.
- 22) Offeror certifies that none of Offeror's property, plant or equipment has been subject to foreclosure or repossession within the preceding 10-year period.
- 23) Offeror certifies that it has not had any debt declared in default and accelerated to maturity within the preceding 10-year period.

Person to contact regarding inquiries:					
Name	Title	Phone			
Signature of Applicant	 				