

**NOTICE INVITATION
REQUEST FOR PROPOSAL RFP #101 CRSERV**

Burke announces the release of a Request for Proposal (RFP) for Crisis On Demand Telemedicine Psychiatric Services. Qualified providers are invited to submit their proposals for consideration. This RFP aims to find a telemedicine provider capable of providing high-quality, accessible crisis on demand psychiatric services as detailed in the RFP documentation.

Important Dates:

- **Proposal Posting Date:** Tuesday, June 6, 2024
- **Proposal Submission Deadline:** Friday, July 12, 2024
- **Anticipated Award Date:** Tuesday, July 31, 2024
- **Anticipated Start Date:** September 1, 2024

RFP Details: Interested bidders can visit the Burke website at www.MyBurke.org for full RFP details and submission requirements. For direct inquiries, please contact Melissa Simmons, Crisis Director at Melissa.Simmons@myburke.org.

Proposal Submission Procedure:

- **Proposal Deadline:** Proposals must be submitted no later than July 12, 2024, by 4 p.m.
- **Submissions:** Proposals should be emailed to Burke: rfp@Burke.org.
- **Signed Proposals:** Ensure the original proposal is signed in ink, or electronically signed.

Proposal Questions:

- Bidders seeking additional information about the RFP or Burke operations should contact Melissa Simmons no later than June 28, 2024.
- It is the responder's sole responsibility to review the Burke website at www.MyBurke.org, under the procurement portal tab, for all relevant documents before the RFP due date.
- Answers to frequently asked questions will be updated on the website as needed.

Disclosure Notice: In accepting proposals, Burke reserves the right to reject any and all proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of Burke and is not obligated to accept the lowest cost proposal. Burke will not pay for any costs incurred by Responders in the preparation and/or submission of a proposal. Furthermore, the RFP does not obligate Burke to accept or contract for any expressed or implied services. Following the contract award, the contents of all proposals may be made available upon written request. If your proposal contains proprietary information, please clearly indicate this in the submission. However, be advised that such information may still be subject to disclosure under the Public Information Act, depending on opinions from the Attorney General's office.

BURKE appreciates your time and effort in preparing this proposal. All proposals must be received at the specified location identified in RFP #101 CRSERV on or before the specified Submission Deadline. The official time shall be determined by the time/date email response is received. Proposals received after above date and time shall be opened.



**REQUEST FOR PROPOSAL (RFP)
RFP #101 CRSERV**

Crisis On Demand Telemedicine Psychiatric Services

**Burke Center
2001 S. Medford Drive
Lufkin, TX 75901**

Issue Date: June 6, 2024
Due Date: July 12, 2024

TABLE OF CONTENTS

I. Background.....	4
II. Purpose.....	4
III. Scope of Service	4
IV. RFP Timeline.....	5
V. Proposal Submission Instructions	6
VI. General Instructions And Conditions	7
VII. Required Documentation And Procedures For Submitting Proposal.....	12
VIII. Evaluation Criteria	15
IX. Assurances, Certifications, And Other Documents	16
X. Performance Standards And Compliance	17
Attachments A - E.....	18
Exhibit A.....	28

I. BACKGROUND

Burke Center is a State of Texas designated mental health and intellectual and developmental disabilities local authority established to plan, coordinate, develop policy, develop, and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disabilities services for the residents in the Authority's eleven (11) county service area; Angelina, Houston, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity, and Tyler counties.

II. PURPOSE

The primary purpose of this Request for Proposal (RFP) is to solicit proposals from qualified telemedicine providers for the full acquisition of the On Demand Crisis services currently administered by the East Texas Behavioral Healthcare Network (ETBHN). This strategic initiative is aimed at ensuring the continued provision of high-quality, efficient, and accessible mental health services across our contracted service locations, at the same or similar pricing and pricing structure for a mutually agreed upon amount of time. The RFP seeks to identify a telemedicine provider with the requisite expertise, infrastructure, and innovative approach to seamlessly continue the same level of services provided by ETBHN. The goal is to maintain service continuity, uphold the quality of care, and ensure a smooth transition for both staff and the clients we serve.

Through this RFP, Burke is committed to finding a partner that shares our dedication to excellence and our commitment to the individuals we serve.

III. SCOPE OF SERVICE

Responder shall:

Assure that psychiatric prescribers meet all standards for licensure, credentialing, and training according to local, state and national requirements as applicable,

Assure that each psychiatric prescriber is trained on all billing, coding, and documentation for Burke's electronic health record, for each service location to meet reimbursement requirements and for security and privacy of personal health information in accordance with the Health Insurance Portability and Accountability Act (HIPAA),

Provide policies and procedures that address all aspects of administrative, clinical and technical components regarding the provision of telemedicine and shall keep the policies and procedures updated on an annual basis or more often as needed,

Provide a systematic quality improvement and performance management process that complies with any organizational, regulatory or accrediting requirements for outcomes management,

Comply with specific consents to treat and for medication administration that apply to the area of mental health, including procedures for obtaining and sharing consents for mental health treatment and services between tele psychiatry providers and organizations,

Ensure that the standard of care delivered via telemedicine is equivalent to any other type of care that can be delivered to the individual, considering the specific context, location and timing, and relative availability of in-person care,

Be responsible for maintaining professional discipline and clinical practice guidelines in the delivery of care in the telemedicine setting, recognizing that certain modifications may need to be made to accommodate specific circumstances,

Provide and maintain adequate communications infrastructure for consistent and effective operations of telemedicine practice,

Conduct diagnostic assessments, crisis assessments, orders of protective custody, release from a an involuntary hold, physician-to-physician transfer, medication management assessments, and phone consultations, See individuals within one hour of admission.

IV. RFP TIMELINE

RFP Distribution: June 6, 2024

Questions Due: June 28, 2024

NOTE 1: Every effort will be made to answer questions within two (2) business days of receipt.

Final Response to All Questions Available: July 5, 2024

Deadline for Submission/Proposal Due: July 12, 2024

Anticipated Award Date: July 31, 2024

Anticipated Start Date: September 1, 2024

Burke is subject to and complies with the Texas Public Information Act, Chapter 552 of the Texas Government Code therefore following Contract award, the contents of all proposals may be made available upon written request. Therefore, any information contained in the proposal that is deemed to be proprietary in nature must clearly be so designated in the proposal. Such information may still be subject to disclosure under the Public Information Act depending on opinions from the Attorney General's office.

APPEALS and/or PROTEST. Any Responder'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:

BURKE

Attn: Melanie Taylor, CEO

Address: 2001 S. Medford Drive, Lufkin, TX 75901

V. PROPOSAL SUBMISSION INSTRUCTIONS

1. All Proposals must be submitted via email:
email: rfp@MyBurke.org
subject: **RFP #101 CRSERV**
2. Content, exhibits, and attachments must be in M.S. Word, M.S. Excel, or Adobe PDF.
3. All questions should be in writing via email to: Melissa Simmons, Crisis Director, at Melissa.Simmons@myburke.org (Vendors **may not** contact other members of the BURKE's workforce or Contracting service location's workforce without prior approval)
4. In the subject line of your proposal submission email include:
RFP #101 CRSERV
5. Proposals must be signed in ink or electronically by an individual legally authorized to commit to the terms of this RFP and responses therein. *Proposals received unsigned will be deemed non-responsive and therefore will not be accepted.*
6. Proposals will not be opened until after the submission deadline.
7. Proposals must remain valid for acceptance for four (4) months post the proposal submission deadline.
8. Proposals or modifications received after the deadline for submission will not be considered.
9. All statements made in the proposal will be considered final, and, if the proposal is accepted, will be used as the basis of the agreement.
10. Submitted proposals become the property of Burke and will not be returned to the responder. Responder agrees that Burke has the right to use, reproduce and distribute copies of and to disclose to Burke employees, agents, contractors, and other governmental entities all or part of the proposal, as Burke deems appropriate to complete the solicitation process, comply with state, or federal laws and regulations.
11. Each proposal **MUST** follow the format for document submission presented in this RFP.

VI. GENERAL INSTRUCTIONS AND CONDITIONS

- 1. Late Proposal:** Proposals received after the submission deadline shall be discarded unopened and shall be considered void and unacceptable. Burke will determine the official time of receipt of the RFP by using the time/date of receipt of the RFP shown on received email. Proposals sent via any method other than electronic mail as described in this RFP will not be accepted. Proposals received after the Proposal Submission Deadline will not be considered.
- 2. Ethics:** Responders shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, Trustee, official or agent of Burke.
- 3. Acceptance/Rejection of Proposals:** It is understood that Burke 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 Burke.
- 4. Modifications:** Burke reserves the right to modify the general description and scope of services, by issuing a written addendum of any such modifications.
- 5. Addenda:** Any interpretations, corrections or changes to this RFP and specifications shall be made by written addenda. Sole issuing authority of addenda shall be vested in Burke's General Counsel. 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 Responders shall acknowledge receipt of all addenda.
- 6. Altering Proposals:** Any corrections, deletions, or additions to offers may be made prior to closing date and time of the solicitation. No mailed, oral, telephone, telegraphic, or fax, corrections, deletions, or additions shall be accepted. The Responder shall submit substitute pages with a letter documenting the changes and the specific pages for substitution via email, rfp@MyBurke.org. Subject of email should be **RFP #101 CRSERV** then include any of the following descriptions that apply: corrections, deletions, or additions. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.
- 7. Withdrawal of Proposals:** A proposal shall not be withdrawn or canceled by the Responder unless the Responder 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 initial offer.
- 8.** All proposals shall be open for public inspection after the contract is awarded and written notification is sent to both successful and unsuccessful Responders, except for trade secrets and confidential information contained in the proposal and identified by the Responders 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 Responder to protect the information outside the scope of the RFP process.

9. Sales Tax: Burke is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal shall not include taxes.

10. 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.

11. Responders 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 Burke to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and Burke will not reimburse responders for these expenses, nor will the Burke 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 title/subject. The Responder's name, address, and name and telephone number of a contact person; and the date of the proposal transmitted.
2. Submission/Transmission Letter. A letter of understanding by the person or officer of the Responder entity that is authorized to enter into a contractual agreement on behalf of Responder indicating acceptance and commitment to the work to be done as well as a succinct statement as to why the Responder believes itself is the best qualified.
3. Detail Proposal. Required document and detail as specified in section VII.
4. References. Submit as specified in Section VI.15 of this document.
5. Responder'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.

12. Exceptions/Substitutions: All proposals meeting the intent of this Request for Proposal shall be considered for award. Responders 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 Responder has not taken exceptions and Burke shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. Burke reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of Burke.

13. Historically Underutilized Business (HUB) And Minority Owned Businesses (M/W/DBES): Historically Underutilized Business and/or Minority/Women/Disadvantaged 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. The Burke shall make a good faith effort to utilize

HUBs or M/W/DBEs in contracts for construction, services including professional and consulting, and commodities. Please submit HUB state certificate and/or City M/W/DBE certificate.

14. 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 will prevail. All interpretations of these specifications shall be made on the basis of this statement.

15. References: Burke requests Responder to supply, with this RFP, a list of at least three (3) references where same or similar services have been provided by their organization. Include name, contact name, address, telephone number and description of services provided for each reference.

16. Minimum Standards for Responsible Prospective Responders: A prospective Responder must affirmatively demonstrate Responder's responsibility. A prospective Responder 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.
5. Be qualified and eligible to receive an award.

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

Burke reserves the right to negotiate with Responders determined to have a reasonable chance of being selected. All such Responders shall be afforded fair and equal treatment with respect to such negotiations, and no such Responder shall be given information that would give that Responder a competitive advantage over any other.

17. Non-Discrimination Policy: The Burke does not discriminate against any individual or vendor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit, segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation

18. Limitations: Any Responder currently held in abeyance from or barred from the award of a Federal or State contract may not contract with Burke.

19. Consideration: For an offer to be considered, the Responder must meet Burke'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 Burke.

- 20. Contract:** In the event Responder and Burke 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 Responder's anticipated agreement subject to refinement and negotiation can be obtained upon request to, Pamela Daniel.
- 21. Termination of Contract:** Burke reserves the right to terminate any resulting contract with thirty (30) days written notice.
- 22. 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. Additionally, no contractor who develops or drafts specifications, requirements, statements of work and/or procurement documents will bid or submit a proposal for award.
- 23. Successful Responder Shall** defend, indemnify and save harmless Burke 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.
- 24. Notice:** Any notice provided by this proposal (or required by Law) to be given to the successful Responder by Burke shall be deemed to have been given and received on the next day after such written notice has been deposited in the US mail by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Responder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 25. Contract Monitor:** Burke shall appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between the Burke and the successful Responder.
- 26. Invoices** shall show all information as required and shall be mailed directly to Melissa Simmons, 2001 S. Medford Drive, Lufkin, TX 75901.
- 27. Payment** shall be made upon receipt of valid invoice and approval by Burke of all completed and authorized services as set out in the contract entered into by Burke and successful Responder. To ensure prompt payment, invoices shall have a purchase order number, description of service provided, unit and total price, any discount terms as well as vendor's name and address.
- 28. Assignment:** The successful Responder shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Burke.
- 29. 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 Documents and Procedures, if any.
- C. Other documents, exhibits and attachments

30. **Applicable Law and Venue:** The contract issued by way of this RFP shall be governed, construed and interpreted under the laws of the State of Texas. Venue for any litigation arising under the contract shall lie in Angelina County, Texas.

31. **Advertising:** Vendor shall not advertise or publish without Burke's prior written consent the fact that Burke has entered into a contract, except to the extent necessary to comply with proper requests of information from an authorized representative of the federal, state or local government. Vendor is prohibited from using contract award information, sales/values/volumes in sales brochures or other promotions, including press releases, unless prior written consent is obtained from Burke.

32. **Business Associate:** The selected vendor agrees that they may be a Business Associate as that term is defined under 45 CFR 164.502(e), 164.504(e), 164.532(d) and (e), and as such, will execute a Business Associate Agreement with Burke concurrent with the execution of any contract or agreement for services.

33. **Termination and Funding:** Should the vendor not meet the requirements of the contract, Burke may terminate the contract within thirty (30) days with written notice. In this case, Burke may award the remainder of the contract to the next best vendor.

This agreement is made contingent upon the continuation of federally funded programs, or the continued availability of state or local funds to cover the full term and cost. This agreement is subject to termination, without penalty, either in whole or in part, if funds are not appropriated or are discontinued. In this instance, Burke may cancel this contract by giving thirty (30) days written notice to the vendor.

34. **Insurance:** Successful Responder shall maintain, at all times during its performance under the Contract, insurance coverage in not less than the following amounts per policy year:

General Liability: Two million dollars (\$2,000,000) per claim
Three million dollars (\$3,000,000) aggregate of all claims

General Liability policy shall also include a waiver of subrogation in favor of Burke.

Automobile Liability: If a Successful Responder-owned vehicle is used in the provision of goods/services pursuant to a Contract, Successful Responder must maintain automobile liability insurance coverage in the amount of at least one million dollars (\$1,000,000) combined single limit, with hired and non-owned coverage included.

If a vehicle not owned by the Successful Responder is used in the provision of goods/services pursuant to a Contract, the owner of such vehicle must maintain State of Texas required basic vehicle insurance coverage at all times.

Worker's Compensation: Must meet statutory limits. Worker's Compensation policies shall also include a waiver of subrogation in favor of Burke.

Employer Liability: One million dollars (\$1,000,000) per accident
One million dollars (\$1,000,000) per disease per employee
One million dollars (\$1,000,000) disease policy limit

Cyber Liability: Coverage to include defense for liability from copyright infringement and loss of income.

And such other insurance coverage, each to the extent required and in such amounts as may be reasonably required by Burke or as may otherwise be required by applicable law.

Successful Responder is responsible for obtaining and maintaining any riders or other documents necessary to ensure that the coverage described above includes the Services. A legally qualified insurance company acceptable to Burke must underwrite all insurance coverage listed above. Each policy evidencing such coverage shall name Burke as an additional insured on that policy (but specifically excluding policies of personal automobile liability), and shall contain a provision (to the extent legally permitted) that the insurance company shall give Burke as a certificate holder thirty (30) days written notice in advance of (a) any cancellation or non-renewal of the policy, (b) any reduction in the policy amount, (c) any deletion of additional insureds, or (d) any other material modification of the policy. Successful Responder will name Burke as additional insured on each policy within 14 days of being awarded a Contract by Burke.

35. **Criminal and Background Checks:** Successful Responder(s) must ensure that no person will provide Services under a Contract with the Burke if that person has been convicted of any of the offenses listed in the Texas Health and Safety Code, Section 250.006(a).

36. **Eligibility to work in the United States:** Successful Responder(s) shall ensure that it and each person who provides services under a Contract is eligible to work in the United States at the time he/she provides Services, and shall document such eligibility using USCIS Form I-9 for all such persons and maintain such documentation for at least six (6) years after the Contract ends, and make such documentation available to Burke upon request.

VII. REQUIRED DOCUMENTATION AND PROCEDURES FOR SUBMITTING PROPOSAL

Each proposal response must include the following items:

1. Title Page - Title page must show the RFP # and subject; the vendor's name; the name, address, and telephone number of a contact person; and the date of the proposal.
2. Responder shall respond to each of the following items completely by restating each exactly as written and then providing a response.

- i. Provide the name, legal status (e.g. nonprofit, sole proprietorship, partnership, corporation, etc.), address and contact telephone number of Responder. Provide the name of all persons owning a 5% or more interest in Responder's business.
 - ii. Include a copy of Responder's financial statements (including balance sheets) from the past three (3) years.
 - iii. Does Responder meet the requirements for qualification as a Historically Underutilized Business ("HUB") per Section 2161.001(2) of the Texas Government Code? Attach a copy of any current HUB certificate to this Proposal.
 - iv. Provide a current Certificate of Account Status from the Texas Secretary of State which shows that Responder is in good standing or that it is exempt from the state franchise tax.
 - v. Provide copies of Responder's current insurance coverage, with coverage to be at minimum those amounts described in the "Insurance" portion of the "Conditions" section, above.
 - vi. Provide copies of any and all of Responder's required federal, state, and/or local licenses and/or certifications required with respect to the Services.
 - vii. State whether Responder is currently on or has ever been placed on vendor hold by any agency or business. If "yes", provide pertinent dates and a detailed explanation.
 - viii. State whether Responder is currently or has ever been a defendant or party to a lawsuit. If "yes", provide the cause number, names of parties, name of the court in which the lawsuit was filed, pertinent dates and a detailed explanation of the nature of the lawsuit and the ultimate disposition of the lawsuit.
 - ix. State whether Responder is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
 - x. State whether Responder is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
 - xi. Provide the names, telephone numbers, and addresses of at least three business references for whom Responder provides services in Texas that are similar to the Services or provides similar services at a community Burke in Texas.
3. **Ability to perform Scope of Work:** Responder shall respond to each of the following items completely by restating each exactly as written and then providing a response.

- i. Describe background of Responder and support personnel, including length of time working in Responder's capacity.
 - ii. State relevant experience of Responder as it relates to the scope of services.
 - iii. Provide detail of experience providing emergency telemedicine services to other Texas Community Mental Health Centers.
 - v. Describe your ability to respond for urgent evaluations, or shift assignment as managed by a Psychiatrist or Advanced Nurse Practitioner/Physician Assistant.
 - vi. Provide list of Electronic Health Records your prescribers are familiar with.
 - vii. Describe your business continuity, disaster recovery capabilities, and back-up procedures for the scope of work presented here.
 - viii. Provide detail of preferred timeframe and requirements for implementation.
 - ix. Describe Customer Service Department/ 24-hour helpdesk that has experienced/ dedicated service representative's capabilities.
 - x. Provider policy and procedures that meet and comply with all applicable laws and regulatory criteria for the provision of telemedicine services in the State of Texas (Texas license is required).
4. Transmittal Letter - Submit a signed letter briefly addressing your understanding of the work to be done, the commitment to do the work detailed within this RFP and a statement explaining why the vendor believes itself to be best qualified to do the required work.
 5. Requirements - Please see Exhibit A. Exhibit A identifies required services.
 6. Responder's Representative - Include the name and title of the designated individual(s), along with respective telephone number(s) and email address(es), who will be responsible for answering technical and contractual questions regarding the proposal.
 7. Assurances and Certifications – Responder must submit the required Assurances and Certifications located in Attachment B.
 8. Additional documents to be submitted:
 - If your pricing is a government/county pricing please provide copy of your agreement with specific state, federal or local organization. (Ex: GSA, DIR, Choice Partners, National IPA, HGAC, Harris County)

VIII. EVALUATION CRITERIA

Burke is seeking a provider who can not only fulfill the Scope of Service and Responder's Capacity guidelines but who can offer the best pricing during the designated transition period. It is our intent to minimize the financial impact on Community Centers who currently contract for this service, thus, a priority for selection will include asking responders to provide a proposed fee schedule and include the length of time this proposed fee would be in effect. Please review Exhibit A.

Burke reserves the right to award contract(s) without any negotiations and reserves the right to not make an award. Responders are encouraged to provide their best response to the scope of work contained in the solicitation. Based upon Burke's evaluation of the responses to this RFP, Burke will determine if there is a need to request a Best and Final Offer (BAFO). A request for a BAFO will be at the sole discretion of Burke and will be requested in writing from the Responders determined to be within the competitive range.

6.1 EVALUATION CRITERIA. The award will be made to the Responder(s) whose offer(s) provides the best value for Burke and is in the Burke's best interest as defined in §2155.074, Gov't Code. The following criteria will be used to evaluate all proposals and determine the best value:

1. The Responder's demonstrated experience (five years or more), providing on demand telemedicine services, emergency, and acquisition of telemedicine services preferably for a community center serving those with mental illness, intellectual and developmental disabilities, and substance use disorders or for other complex entities.
2. The submitted pricing to provide the services.
3. An outline of an effective plan for implementing communication projects, including estimated timelines for various projects and time needed for meetings with Burke staff. Include Responder's role or each of the following phases: strategy development, initial implementation, and finalization of the project.
4. The qualifications, education, and experience of the Responder's team leader, who will have responsibility for managing the contract and being the point of contact with Burke, and team members who will have responsibility for carrying out tasks under the direction of the team leader.
5. The quality of references from previous or current clients. Responders must have a demonstrated track record of timely performance, quality and integrity. Client references should include contact information, including email addresses.

To ensure the relative importance of each criteria, responses will be evaluated by the following percentage:

1	Demonstrated Experience and Outcomes Measuring Quality of Work	35%
2	The Submitted Pricing to Provide the Services	35%
3	Plan Outline for Implementing Communication Projects	15%
4	The Qualifications, Education and Experience of the Team Lead and Support Team Members	10%
5	The Quality of References from Previous or Current Clients	5%
	Total	100%

Burke reserves the right to waive any minor or immaterial response requirements noted in the submission process. Submission of proposals confers no legal rights upon any Responder.

Burke will determine whether negotiations or BAFOs are necessary and may invite selected Responders to provide in-person presentations of their proposals. Responders should be aware that sealed proposals and information regarding sealed proposals cannot and will not be disclosed to Responders or the general public prior to award of the contract(s).

6.2 RESERVATIONS OF RIGHTS. The rights of Burke include, but are not limited to:

1. Rejection of any and all proposals received.
2. Cancellation of the RFP at its sole discretion.
3. Suspension of the procurement process.
4. Request Responders to clarify their proposal and/or submit additional information pertaining to the proposal, including issuance of RFP addenda.

This RFP does not commit Burke to make an award, nor does it obligate it to pay any costs incurred by Responders in the preparation and submission of proposals in anticipation of a contract. Should an award be made, a notice of award will be issued. This award will be contingent upon the funding by the Legislature being available in each subsequent fiscal year.

IX. ASSURANCES, CERTIFICATIONS, AND OTHER DOCUMENTS

Attachment	A	Signature Page
Attachment	B	Assurances Document
Attachment	C	Conflict of Interest Questionnaire
Attachment	D	Lobbying Certification
Attachment	E	Form W-9

X. PERFORMANCE STANDARDS AND COMPLIANCE

1. Successful responder's goods and/or services will be of a standard quality and level of professionalism expected of those businesses engaged in the delivery of similar goods and/or services. The methods and means employed in the delivery of the Services must be of a standard that will withstand both public and private scrutiny, and be in compliance with all applicable laws, statutes, regulations and ordinances as may be amended from time to time including, but not limited to, the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
2. Successful responders will ensure that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, genetic characteristics, age, disability, or political affiliation will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any applicable law or regulation, or under any of the policies of the Texas Health and Human Services Commission or its related agencies (collectively, "HHSC") or Burke.
3. Burke reserves the right to retain all performance by any successful responder, and to recover all consideration paid to any Successful Responder pursuant to a Contract thus permitting forfeiture of such Contract, in the event that Responder (a) was doing business at the time of submitting the Proposal or had done business during the 365 day period immediately prior to the date on which the Proposal was due with an undisclosed key person, (b) does business with a key person after the date on which the Proposal is due and prior to full performance of the Contract and fails to disclose the name of any such key person in writing to Burke prior to commencing business with such key person, or (c) fails to submit a completed Form CIQ (see Attachment C) if required to do so by Chapter 176 of the Texas Local Government Code.
4. Successful responders shall perform assigned work in a prompt, efficient, and professional manner. If a Successful Responder cannot provide the Services within the Contract requirements, Burke reserves the right to solicit and/or procure any or all such Services outside the contract and/or terminate the contract.
5. Successful responders will provide at its sole cost all necessary supplies, equipment, software, technology support and other items in order to perform the services properly as defined in the contract.
6. Any contract may be terminated for any reason or without cause by Burke by submission of written notice of at least 30 days.
7. Successful responders must have and maintain, at all times during, the existence of any Contract any and all required federal, state, and/or local licenses with respect to the Services covered by the Proposal.

ATTACHMENTS A - E

**ATTACHMENT A
SIGNATURE PAGE**

The attached proposal application is being submitted in response to the **RFP #101 CRSERV**. The proposal is a firm offer and shall remain an open offer, valid for one hundred twenty (120) days from the date of this document.

Burke in its sole and absolute discretion shall have the right to award contracts for any or all materials listed in each proposal, shall have the right to reject any and all proposals and shall not be bound to accept the lowest proposal and shall be allowed to accept the total proposal of any one vendor.

I understand that this proposal will be reviewed and evaluated according to the procedures indicated in this RFP.

Authorized Signature

Company Name

Typed or Printed Name

Street Address

Title

City, State, Zip Code

Telephone Number

Fax Number

Email Address

ATTACHMENT B ASSURANCES DOCUMENT

For purposes of this *Attachment B* the term “local government officer” with respect to Burke means a member of Burke’s Board of Trustees Burke’s Chief Executive Officer (and/or an agent of the Burke who exercises discretion in the planning, recommending, selecting, or contracting of the Contract. The term “local public official” with respect to Burke means a member of Burke’s Board of Trustees or another Burke officer who exercises responsibilities beyond those that are advisory in nature.

The term “family member” means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573 of the Texas Government Code. The term “family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Responder Assures the Following:

1. Responder has received all addenda and attachments to the RFP as distributed by Burke.
2. Responder will not make any attempt to induce any person or firm to submit or not submit a Proposal.
3. Responder will ensure that no person on the basis of race, color, national origin, religion, sex, age, sexual orientation, gender identity, genetic characteristics, veteran status, disability or political affiliation, will be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any Contract, under any of the policies of HHSC or Burke. Responder does not discriminate in its service or employment practices on the basis of race, color, religion, sex, sexual orientation, gender identity, genetic characteristics, national origin, disability, veteran status, age or political affiliation.
4. Responder accepts the terms, conditions, criteria, and requirements set forth in the RFP.
5. Responder accepts Burke’s right to alter the timetables for procurement as set forth in the RFP.
6. The Proposal submitted by Responder has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
7. Unless otherwise required by law, the information in the Proposal submitted by Responder has not been knowingly disclosed by Responder to any other Responder.
8. No claim will be made for payment to cover costs incurred in the preparation or the submission of the Proposal or any other associated costs.
9. The individual signing this Assurances Document is authorized to legally bind Responder.

10. Responder agrees to follow all applicable federal, state, county, and local laws, regulations, codes, standards, and all applicable Burke policies and procedures if chosen as the Successful Responder.
11. No employee, local government officer or any family member thereof has directly or indirectly received any gift(s) with an aggregate value of more than \$100 in the 12-month period preceding the date the local government officer becomes aware that Burke is considering entering into a Contract with Responder, but excluding a political contribution defined by Title 15 of the Texas Election Code, or food accepted as a guest. If responder is unable to make this affirmation, then Responder must disclose any knowledge of such interests by including a completed Form CIQ, a copy of which is attached to this *Attachment C*, with the submitted Proposal.
12. Responder does not have a family relationship with a local government officer of Burke. If such family relationship exists, Responder must disclose any knowledge of such relationships by including a completed Form CIQ, a copy of which is attached to this Assurances Document with the submitted Proposal.
13. Responder does not have any employment or business relationship with any corporation or other business entity with respect to which any local public official of Burke or any family member thereof serves as an employee, officer or director, or holds an ownership interest and no local public official of Burke or family member thereof has an employment or business relationship with Responder, or holds an ownership interest in Responder. If Responder is unable to make this affirmation, then Responder must disclose any knowledge of such relationships in a written statement included with this signed Assurances Document.
14. Responder shall disclose in a written statement included with this signed Assurances Document whether any of the directors or personnel of Responder has either been an employee or a trustee of Burke within the past two (2) years preceding the date of submission of the Proposal. This requirement applies to all personnel, whether or not identified as a Key Person. If such employment has existed, or any term of office been served, include in the written statement the nature and time of the affiliations as defined.
15. Responder does not have any employment or business relationship with any corporation or other business entity with respect to which any local government officer of Burke either serves as an employee, officer or director, or holds an ownership interest of one percent or more, and no local public official of Burke or family member thereof has an employment or business relationship with Responder, or holds an ownership interest in Responder. If Responder is unable to make this affirmation, then Responder must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this *Attachment C*, with the submitted Proposal.
16. No former employee or officer of HHSC and/or Burke directly or indirectly aided or attempted to aid in procurement of Responder's service.

17. No local government officer or family member thereof is receiving or is likely to receive taxable income, other than investment income, from Responder. If Responder is unable to make this affirmation, then Responder must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this *Attachment C*, with the submitted Proposal..
18. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, “vendor or applicant” shall mean Responder; contract, bid or application shall mean the Proposal; and “this contract” shall mean any Contract awarded to a Successful Responder pursuant to this RFP.
19. Responder is not currently held in abeyance or barred from the award of a federal or state contract.
20. Responder is currently in good standing for payment of all applicable state tax.
21. Responder is in good standing with all state and federal funding and regulatory agencies; is not currently debarred, suspended, or otherwise excluded from participation in federal, state, county or city contract or grant programs; is not delinquent on any repayment agreements; has not had a required license or certification revoked; has not had a contract terminated by HHSC; and has not voluntarily surrendered an obligation issued by HHSC or any other entity within the past three (3) years.
22. Responder agrees to provide the Services described in this RFP at the rate(s) of payment described in the Proposal.
23. Responder is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.
24. Responder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP.
25. This Proposal shall remain in full force and effect until August 1, 2024 and may be accepted by Burke at any time prior to this date.
26. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Responder agrees that the Contract can be terminated if the Responder knowingly or intentionally fails to comply with a requirement of that Subchapter.

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.

Signature of Responder or Responder's Authorized Representative

Date

Printed Name

Title

Organization

ATTACHMENT C
CONFLICT OF INTEREST QUESTIONNAIRE

Please retrieve CIQ Form from the following website:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

A signature is required in Box 7 regardless of any other entry on the form.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**ATTACHMENT D
LOBBYING CERTIFICATION**

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Representative

Date

Printed Name

Title

Organization

ATTACHMENT E
FORM W-9

Request for Taxpayer Identification Number and Certification

Vendors are to complete a W-9 Form and submit with Proposal Documents.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

EXHIBIT A

Burke Crisis On Demand Requirements

Service	Availability
Daytime Emergent/Urgent (New Evaluations) Evaluations Emergent within 1 hour of admission and 8 hours for urgent.	Monday – Friday, 8 AM to 5 PM
After-hours and Weekends Emergent/Urgent (New Evaluations) Evaluations Emergent within 1 hour of admission and 8 hours for urgent.	Monday – Friday, 5 PM to 8 AM Friday – Monday, 8PM to 8 AM, Holidays
Daytime Follow Up Evaluations- individuals admitted must be seen at least once per week for follow-up or at the request of MHEC staff or if clinically necessary.	Monday – Friday, 8 AM to 5 PM
After-hours Follow Up Evaluations	Monday – Friday, 5 PM to 8 AM Friday – Monday, 8PM to 8 AM Holidays
Phone Consultation	24 hours, 7 days per week

- A physician will be available 24 hours per day, 7 days per week to release an individual from an involuntary status.
- Prescribers will be asked to see clients requesting discharge.
- Immediate response needed in the event of a request for emergency medications by MHEC staff.