



REQUEST FOR PROPOSAL

Laboratory Services

PROJECT# 2016-10-07

Approved as to Form and Legality

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6000 Western Place, Suite 200
I-30 at Bryant Irvin Road
Fort Worth, Texas 76107-4654

INVITATION

The North Texas Behavioral Health Authority (“NTBHA”) is accepting Proposals from Providers experienced in providing Laboratory Services to eligible residents of Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties.

North Texas Behavioral Health Authority invites you or your firm to submit a Proposal. If you are interested in submitting a Proposal, please adhere to the instructions and requirements as outlines in the enclosed Request for Proposal.

Independent Providers and/or Providers Firm shall pay particular attention to all **INSTRUCTIONS, REQUIREMENTS and DEADLINES** indicated in the attached documents and should govern themselves accordingly.

In accepting Proposals, North Texas Behavioral Health Authority 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 North Texas Behavioral Health Authority, and is not obligated to accept the lowest proposal.

At the time and place established for receipt of the Proposal, North Texas Behavioral Health Authority will only release the names of the Providers selected. No other information will be released until after the North Texas Behavioral Health Authority evaluation team has evaluated the Proposals, and an award has been made and approved by the Executive Staff and the North Texas Behavioral Health Authority Board of Directors.

We greatly appreciate your efforts and look forward to receiving your submission.

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

(PROJECT # 2016-10-07)

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- Attachment A - Articles of Incorporation and 501(c)(3) certificate, or other bylaws/governing documents as appropriate
- Attachment B- a list of laboratories our clients may use which specifies the services provided, location, hours of service, languages spoken and contact information for each site.
- Attachment C organizational chart, including names, titles and vacant positions, clearly indicating who will be the main point of contact
- Attachment D - a copy of List the names and business affiliations of board members or other governing body, including names, titles and vacant positions
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PURPOSE & BACKGROUND

North Texas Behavioral Health Authority (Local Authority) is the Texas Department of State Health Services (DSHS) designated Local Behavioral Health Authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and substance use disorder services for the residents of Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties.

The Local Authority's Mission

Seeks to create a well-managed, integrated and high quality delivery system of behavioral health services available to qualified consumers residing in Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties.

As required by agreement with the Texas Department of State Health Services, NTBHA must provide, directly or by contract, the services of highly qualified and competent personnel to handle Laboratory services to ensure the continuity of care for eligible participants. Drug therapy and associated care often require supporting clinical laboratory services to ensure patient safety and treatment efficacy. It is NTBHA's goal to contract for laboratory tests and monitoring in a cost effective and seamless manner by working closely with a comprehensive Laboratory Services Provider (LSP) Contractor to meet the clinical laboratory service needs of NTBHA's provider network at directly-operated clinics/programs in the NTBHA region.

By issuance of this Request for Proposals ("RFP"), NTBHA is hereby requesting bids for the provision of professional services associated with the execution and administration of laboratory services to be provided by qualified providers during normal clinic schedule and as needed. Services will be procured for a contracted period of eight (8) months beginning January 1, 2017, and ending August 31, 2017, with one (1) additional one-year contract renewal at the sole option of NTBHA.

Copies of the RFP Document may be obtained via internet at <http://nthba.org>, or picked up at 9441 LBJ FRWY, STE 350, Dallas TX 75243

All questions regarding the RFP #2016-10-07 should be directed to Christina Gonzales via e-mail at cgonzales@ntbha.org.

PROPOSAL DOCUMENTS:

EXHIBIT A: PROCUREMENT TIMELINE

EXHIBIT B: SCOPE OF SERVICES BEING PROCURED

EXHIBIT C: EVALUATION, SELECTION CRITERIA AND PROCESS

EXHIBIT D: PROPOSAL REQUIREMENTS FOR LABORATORY SERVICES

EXHIBIT A: PROCUREMENT TIMELINE

<u>DATE</u>	<u>EVENT</u>
<u>October 7,2016</u>	The Request for Proposal (RFP) announcement is issued to identified agencies.
<u>October 20,2016</u>	Deadline for any questions regarding this RFP.
<u>October 28,2016</u>	Responses must be submitted to NTBHA no later than 3 PM, CDT, <u>October 28,2016</u> . (See Instructions for Proposal Submission, following)
<u>November 2, 2016</u>	NTBHA's review of bids and selection of vendor
<u>November 12, 2016</u>	Announcement of contract award
<u>November - December 31, 2016</u>	Preparation for GO LIVE, training, software in place testing, etc.
<u>January 1, 2017</u>	GO LIVE.

END OF EXHIBIT A

EXHIBIT B
SCOPE OF WORK
FOR SERVICES BEING PROCURED

The services listed below are critical to NTBHA. Applicants responding to this RFP must be able to provide all of the services at the listed capacity for each, including the physical facility(ies) and staff to provide these services. The services may be located in more than one facility.

Each of the proposed services must have the appropriate license from the State Department of Human Services for mental health services. Because the services listed below are expected to be fully operational immediately, the Applicant must have licenses for these services at the time of submission of the response to this RFP.

Vendor must be to provide the following services to NTBHA Provider Network in the NTBHA Region

1.01 Administrative Functions:

- a. The chosen Vendor will be responsible to assist NTBHA with the set up of Specimen Collection Stations for our provider network. The provider network consists of different mental health providers in the 6 county region. Contractor will need to work with NTBHA and providers to determine best locations for services. All laboratory/drawing stations are to be operational and in compliance with all state and federal regulations by the “GO LIVE” date of January 1, 2017.
- b. Vendor will provide access to an experienced, qualified and dedicated Account Manager/Executive and any other staff needed to assist with “Go Live”, coordination, trainings, etc as well as support during M-F standard business hours 8am – 5pm, for the duration of the contract.
- c. Vendor will provide access to an experienced and qualified laboratory representative for technical and clinical questions regarding laboratory tests or specimens.
- d. Vendor will provide NTBHA with toll free telephone and fax lines to the laboratory and administrative office. NTBHA inquiries must be acknowledged within one business day.
- e. Pre- GO LIVE set up will include staff training in standard operating procedures and practices for laboratories, to include how your laboratory requires specimens to be handled, preserved, prepared and prepped for transport. Vendor will remain available throughout the contract for trainings as necessary.
 - 1) The chosen Vendor will provide guidance with the Specimen Collection equipment needed for collection, processing and handling of samples, labeling equipment, refrigeration, transport containers, work station flow etc.
 - 2) The Vendor will provide any computer software that will be used for placing, tracking and reviewing orders.
 - 3) The Vendor will provide the training necessary for its software to appropriate NTBHA and provider network staff as required by NTBHA.

1.02 SUPPLIES, PICK UP AND RESULTS

- a. Vendor will provide the necessary supplies for specimen collection to the clinics, including but not limited to, specimen containers, tubes, tourniquets, needles, sharps and bio-hazard containers etc.
- b. Vendor will offer disposal of bio-hazard waste and sharps.
- c. Vendor will provide standard point of care testing to the clinic sites.
- d. Vendor will offer various pick up times and optional weekend pick up to assure timely delivery of specimens to the laboratory.
- e. Vendor will provide results for any STAT test picked up from the clinics by 12:00pm, no later than 4:30pm of the same business day.
- f. Lab reports will be made available by the next business day for all routine non-specialty labs.
- g. Vendor will provide standard (non-critical) lab results to provider via secure fax machine unless requested to do otherwise.
- h. Vendor will communicate critical/panic lab values to the clinics at any hour of the day, immediately upon knowledge of that critical value. Providers will provide an after-hours emergency number for lab reporting during non-clinic hours.
- i. Vendor must utilize and document a quality improvement program.

1.03 DATA COLLECTION & REPORTING

Provider shall timely comply with all data collection and reporting requirements outlined by NTBHA. Quarterly reports must be submitted within 30 days of the close of each quarter. Data elements to be regularly reported to NTBHA shall include, but not be limited to the following:

- utilization,
- specimen counts,
- prescriber profiles,
- cost saving analysis and recommendations,
- analysis of trends among our consumers and;
- other customary reports or reports deemed necessary by NTBHA.

1.04 INSURANCES & BILLING

- a. Vendor will show evidence that NTBHA will be named as “Additional Insured” on the policy commencing at the beginning of the contract on January 1, 2017. Vendor will maintain this insurance for the duration of the contract.
- b. Vendor will adhere to the established laboratory formulary as set by NTBHA. Any deviations in labs ordered by our prescribers will require prior authorization and a system for gaining authorization, tracking such authorizations and monitoring the tests being ordered outside of the formulary.
- c. Vendor will provide an electronic means for tracking clinics lab requests and charges. A summary and reports of usage and charges will be presented to NTBHA monthly and by request as needed.
- d. Vendor will bill NTBHA for indigent consumers’ lab testing only. The Vendor will bill the third party for any consumers with third party benefits such as: Medicaid,

private insurance, Medicare etc.

1.05 MEDICAID & THIRD PARTY BENEFITS

- a. Vendor will utilize a mechanism to distinguish consumers for whom NTBHA will be paying (indigent consumers only), from those with third party benefits.
- b. Vendor will re-bill and refund for any tests paid for by NTBHA for consumers who have other identified laboratory benefits. Refund will be made within 30 days.
- c. If a consumer becomes covered by Medicaid, the vendor will submit all laboratory tests previously billed to NTBHA, to Medicaid for the time period allowable for Retro-Medicaid coverage. Refund to NTBHA will be made within 30 days.
- d. If unable to bill third party or Medicaid due to timeliness and the error is not on NTBHA 's side. Vendor will forfeit payment for the service.
- e. Any lab ordered that is not a part of NTBHA s' formulary requires pre- authorization from an authorized NTBHA provider network prescriber. If authorization is not obtained, NTBHA is not obligated to pay for the test.
- f. Vendor agrees to maintain pricing for the duration of the contract.

1.06 REPORTS OF ABUSE AND NEGLECT. The Successful Contractor shall report any allegations of abuse and neglect in accordance with applicable state laws and rules of the Texas Department of State Health Services and Texas Department of Protective Services.

1.07 AIDS/HIV WORKPLACE GUIDELINES. The Successful Contractor shall have adopted and implemented policies which capture the spirit and intent of the workplace guidelines adopted by the State, and AIDS/HIV confidentiality guidelines, consistent with state and federal law.

1.08 RECEIPTS AND RECORDS. The Successful Contractor shall agree to provide NTBHA, upon request, with original receipts (if any) for the purchases of all goods and services involving the use of NTBHA funds as well as all other financial and supporting documents and statistical records. The Successful Contractor shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to NTBHA, for a period of six (6) years from the expiration or termination of an awarded contract.

1.09 ACCESS. Pursuant to the Texas Health and Safety Code Section 534.060, the Successful Contractor agrees to allow the State, including the Office of the State Auditor, NTBHA's representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other information under control of the Successful Contractor, as necessary, to enable the State or NTBHA to audit, monitor, and review all financial or programmatic activities in services associated with an awarded contract.

1.10 RETENTION OF RECORDS. The Successful Contractor agrees to retain all records pertinent to an awarded contract for a period of six (6) years from the expiration or termination of the contract.

1.11 PROTECTED HEALTH INFORMATION. During the term of an awarded contract, the Successful Contractor may receive from NTBHA, or may receive or create on behalf of NTBHA, certain confidential health or medical information ("Protected Health Information" or "PHI"). This PHI is subject to protection under and it is the intent of the parties to be in full compliance with state and federal law, including the Health Insurance Portability and Accountability Act, Texas Health and Safety Code Chapter

181, and implementing regulations issued pursuant thereto, and the requirements of Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, subtitled the Health Information Technology for Economic and Clinical Health Act, Pub. L. No. 111-005 (“HITECH Act”), and their implementing regulations (collectively “HIPAA” herein) to the extent such law and regulations apply during the term hereof. For confidentiality purposes and HIPAA compliance, only laboratory personnel and when appropriate, data entry personnel will have access to information regarding whether a customer is a consumer at one of the Clinic Sites, and there will be no overt designation that an individual is a consumer.

PREFERENCES

1. Vendor will have ability to provide technical and clinical support outside of standard business hours.
2. Vendor will have ability to pick up and process labs outside of standard business hours.
3. Vendor will have experience assisting other organization(s) to set up an in-clinic Specimen Collection Station, and have provided support and assistance with their start up processes.

END OF EXHIBIT B

EXHIBIT C
EVALUATION, SELECTION CRITERIA AND PROCESS

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

1. the delivery terms;
2. the quality and reliability of the respondent's services;
3. the extent to which the services meet NTBHA's needs;
4. indicators of probable respondent performance under the contract, such as the respondent's past performance, the respondent's financial resources and ability to perform, and the respondent's experience and responsibility;
5. the impact on the ability of NTBHA to comply with laws and rules relating to historically underutilized businesses or relating to the procurement of services from persons with disabilities;
6. the total long term cost to NTBHA of contracting for the respondent's services;
7. the cost of any staff training associated with the contract;
8. the contract price;
9. the ability of the respondent to perform the contract and to provide the required services within the contract term, without delay or interference;
10. the respondent's history of compliance with the laws relating to its business operations and the affected service(s) and whether it is currently in compliance;
11. whether the respondent's financial resources are sufficient to perform the contract and to provide the service(s);
12. whether necessary or desirable support and ancillary services are available to the respondent;
13. the character, responsibility, integrity, reputation, and experience of the respondent;
14. the quality of the facilities and equipment available to or proposed by the respondent;
15. the ability of the respondent to provide continuity of services;
16. the ability of the respondent to meet all applicable written policies, principles, regulations, and standards of care; and
17. any other factor relevant to determining the best value for NTBHA in the context of a particular contract.

The evaluation process is as follows:

- a. All proposals received by the established deadline will be evaluated and ranked by NTBHA's RFP Evaluation Committee according to the factors above.
- b. Respondents meeting the requirements and criteria may be invited to interview with NTBHA to further clarify the evaluations of proposals, if deemed necessary by the committee.
- c. Additional information, such as copies of the Respondent's Organizational Policies, Procedures and Quality Assurance documents, may be requested during contract negotiations.
- d. Visits may be conducted to potential service contractors.
- e. Based on resulting ranking of the proposals one or more Respondents may be asked to participate in negotiation with NTBHA.

- f. **APPEALS and/or PROTEST.** Any Respondents wishing to formulate a protest regarding alleged irregularities or improprieties during the procurement process. must do so within 5 days of the proposal award. The specific evidence for challenging the rejection or recommendation, including all arguments, materials and/or other documentation that may support the protester's position that the contract recommendation should be revised. Protest or appeals must clearly state with specificity the grounds upon which the award selection is being challenged. Send via certified mail to:

Laboratory Services PROJECT # 2016-10-07
North Texas Behavioral Health Authority
ATTN: Christina Gonzales
9441 LBJ Frwy, Ste 350
Dallas TX 75243

- g. Proposals submitted become the property of NTBHA and will not be returned to the Respondent's.

END OF EXHIBIT C

EXHIBIT D
PROPOSAL REQUIREMENTS FOR
LABORATORY SERVICES

Applicant may submit the application in hard copies or electronically (via e-mail, or on a USB drive). If submitting hard copies, one document must be labeled 'original', and must be accompanied by one (1) additional copy by mail or in person to the address below no later than **3:00 p.m., Central Daylight Time, October 28, 2016 to:**

For hand delivered bids:

LABORATORY SERVICES PROJECT # 2016-10-07
North Texas Behavioral Health Authority
ATTN: Christina Gonzales
9441 LBJ Frwy, Ste 350
Dallas TX 75243

For Mailed/Express Delivered bids:

LABORATORY SERVICES PROJECT # 2016-10-07
North Texas Behavioral Health Authority
ATTN: Christina Gonzales
9441 LBJ Frwy, Ste 350
Dallas TX 75243

Hard copies must be received sealed and marked "RFP# 2016-10-07". If submitted electronically, applications must be submitted in PDF format and attached in an e-mail that identifies it as the 'original' application. RFP number must be on the "Subject Line" of the email. Applications must be submitted no later than **3:00 p.m., Central Daylight Time, October 28, 2016 to:** cgonzales@ntbha.org.

INSTRUCTIONS FOR COMPLETION

Please be sure to answer every question. If the question does not apply to the Applicant, simply and clearly document "N/A" and the reason it is not applicable. Evaluation of Applicant eligibility is based on completed questions. ALL unanswered questions will be considered omissions. Answer all questions in the order of this proposal outline. Use the forms attached or prepare responses in the same format. Clearly designate each item in the document as it appears in this outline (by number, letter, and question). The document should be double spaced, type size at least 11 pitch. NTBHA reserves the right to review only completed Proposals. NTBHA reserves the right to hold subsequent face to face or telephone interviews for clarification and/or negotiation purposes. Interviews will not be solicited for the purpose of completing incomplete proposals. Multiple omissions and/or incomplete responses may result in disqualification. All supporting documentation should be attached to the appropriate section of the Proposal and in the order described in this Application Outline section.

INSTRUCTIONS AND CONDITIONS

- 1. LATE PROPOSALS:** Proposals received at the specified location after submission deadline shall be returned unopened and shall be considered void and unacceptable. The official time shall be determined by the time/date stamp when received by the front desk receptionist at the North Texas Behavioral Health Authority, 9441 LBJ Frwy, Ste 350. Dallas TX 75243, North Texas Behavioral Health Authority is not responsible for lateness of mail, carrier, etc.
- 2. FUNDING:** This contract shall be funded by State of Texas General Revenue
- 3. ETHICS:** Respondents shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, official or agent of NTBHA.

4. **IT IS UNDERSTOOD** NTBHA 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 NTBHA.
5. **MODIFICATIONS:** NTBHA reserves the right to modify the general description and scope of services, by issuing written addenda of any such modifications.
6. **ADDENDA:** Any interpretations, corrections or changes to the Request for Proposal (RFP) and specifications shall be made by written addenda. Sole issuing authority of addenda shall be vested in the Contracts Coordinator. Addenda shall be mailed to all who are known to have received a copy of the Request for Proposal. All such addenda become, upon issuance, an inseparable part of the specifications which must be met for the offer to be considered. All responding Respondents shall acknowledge receipt of all addenda.
7. **ALTERING PROPOSALS:** Any corrections, deletions, or additions to offers may be made prior to closing date and time of the solicitation. No oral, telephone, telegraphic, fax, E-mail, or other electronically transmitted corrections, deletions, or additions shall be accepted. The Respondent shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.
8. **WITHDRAWAL OF PROPOSALS:** A proposal shall not be withdrawn or canceled by the Respondent unless the Respondent submits a letter prior to the closing date. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the offer.
9. **PROPOSALS SHALL BE** received and publicly acknowledged at the location, date and time stated within this document. Respondents, their representatives and interested persons may be present. The proposal shall be received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept confidential during negotiations.

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

10. **SALES TAX:** NTBHA is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal shall not include taxes.
11. **PROPOSALS MUST COMPLY** with all federal, state, county and local laws. All services must be in compliance with federal, state, county and local rules, codes, regulations, laws, and executive orders.
12. **RESPONDENTS SHALL PROVIDE** with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal. There is no expressed or implied obligation for NTBHA to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and NTBHA will not reimburse responding firms for these expenses, nor will NTBHA pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

1. **Title page.** Title page should include the RFP # and subject. The Respondent's name, the name, address, and telephone number of a contact person; and the date of the proposal transmitted.

2. **Submission Letter.** A letter of understanding by the person or officer of the Respondent entity that is authorized to enter into a contractual agreement on behalf of Respondent indicating acceptance and commitment to the work to be done as well as a succinct statement as to why the Respondent believes itself is the best qualified.
 3. **Detail Proposal.** Response to Proposal Guidelines as specified in this document.
 4. **References.** Submit as specified in Section A.16 of this document.
 5. **Respondent's contact.** Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the Proposal
13. **EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this Request for Proposal shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and NTBHA shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. NTBHA reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of NTBHA.
14. **MINORITY OWNED BUSINESSES:** Historically Underutilized Business and/or Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best practices of quality services and facilities will prevail. All interpretations of these specifications shall be made on the basis of this statement.
16. **REFERENCES:** NTBHA requests Respondent to supply, with this RFP, a list of at least three (3) references where similar services have been provided by their organization. Include name, contact name, address, telephone number and description of services provided for each reference.
17. **INSURANCE:** Successful contractor must provide proof of minimum insurance coverage prior to start of contract and annually thereafter of liability insurance (including general liability, and workers' compensation coverage) as follows:
- | | |
|----------------------------------|---|
| SCHEDULE: Professional Liability | \$1,000,000/\$3,000,000 |
| General Liability | \$1,000,000/\$3,000,000 |
| Worker's Compensation | In accordance with Texas Statutory Requirements |
18. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS:** A prospective Respondent must affirmatively demonstrate Respondent's responsibility. A prospective Respondent must meet the following minimum requirements:
1. have adequate financial resources, or the ability to obtain such resources as required;
 2. be able to comply with the required or proposed performance schedule;
 3. have a satisfactory record of performance;
 4. have a satisfactory record of integrity and ethics; and
 5. be otherwise qualified and eligible to receive an award

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

19. **LIMITATIONS:** Any Respondent currently held in abeyance from or barred from the award of a Federal or State contract may not contract with NTBHA.
20. **CONSIDERATION:** For an offer to be considered, the Respondent must meet NTBHA'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 NTBHA.
21. **CONTRACT:** In the event Respondent and NTBHA are satisfied with the proposal submission and its conditions in its entirety and no modification or negotiations are warranted, the submitted proposal shall serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of Respondent's anticipated agreement subject to refinement and negotiation can be obtained upon request to Christina Gonzales via email at: cgonzales@ntbha.org.
22. **TERMINATION OF CONTRACT:** NTBHA reserves the right to terminate any resulting contract with thirty (30) days written notice.
23. **CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government code Title 5, Subtitled C., Chapter 171.
24. **SUCCESSFUL RESPONDENT SHALL** defend, indemnify and save harmless NTBHA or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFP.
25. **NOTICE:** Any notice provided by this proposal (or required by Law) to be given to the successful Respondent by NTBHA shall be deemed to have been given and received on the next day after such written notice has been deposited in the mail in Richardson, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
26. **CONTRACT MONITOR:** Under this contract NTBHA shall appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between NTBHA and the successful Respondent.
27. **INVOICES** shall show all information as required and shall be mailed directly to **NTBHA** location and staff person as set out in the contract entered into by NTBHA and Contractor.
28. **PAYMENT** shall be made upon receipt of valid invoice and approval by NTBHA of all completed and authorized services as set out in the contract entered into by NTBHA and Contractor.
29. **ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of NTBHA.
30. **ORDER OF PRECEDENCE:** Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.

A. Request for Proposal Instructions and Conditions

- B. Proposal Guidelines, if any.
- C. Other documents, exhibits and attachments

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

Following Contract award, the contents of all applications may be made available upon written request. Therefore, any information contained in the application that is deemed to be proprietary in nature must clearly be so designated in the application. Such information may still be subject to disclosure under the Public Information Act depending on opinions from the Attorney General's office.

APPLICATION OUTLINE

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

Questions fall under the following sections:

- I. Business Demographics
- II. Organizational Structure
- III. Qualifications
- IV. Staffing Plans
- V. Services
- VI. Certificate of Insurance
- VII. Financial Information
- VIII. Cost Proposal
- IX. Risk Profile
- X. Implementation Plan
- XI. Client Reference
- XII. Certification

Attachments: Please complete/provide the following attachments and label accordingly.

- 1) Attachment A - Articles of Incorporation and 501(c)(3) certificate, or other bylaws/governing documents as appropriate
- 2) Attachment B- a list of laboratories our clients may use which specifies the services provided, location, hours of service, languages spoken and contact information for each site.
- 3) Attachment C organizational chart, including names, titles and vacant positions, clearly indicating who will be the main point of contact
- 4) Attachment D - a copy of List the names and business affiliations of board members or other governing body, including names, titles and vacant positions
- 5) Attachment E. Pricing
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- 7) Attachment G - Vendor shall have no conflict of interest and meets the standards of conduct requirement pursuant to Texas Administrative Code §412.54(c) relating to Accountability. Complete CIQ Questionnaire.
- 8) Attachment H: - Lobbying
- 9) Attachment I – Proposal Assurances

VENDOR APPLICATION FOR LABORATORY SERVICES

I. Business Demographics

Name _____

Title of Business _____

SS# _____ and/or Tax ID _____

Address _____

City _____

County _____ Zip Code _____

Business Phone _____ Fax # _____

Website address _____

Contact Person _____

Title _____

E-Mail _____ Phone # _____

Billing Address if Different From Above (include Street, City, State, and Zip Code)

Billing Manager _____

Phone # _____ Fax # _____

Other Business Locations in this NTBHA Region: (include Street, City, County, and Zip)

1. _____

2. _____

3. _____

Other Owners/Partners:

Name	% Ownership	If corporate, list organization
------	-------------	---------------------------------

1. _____

2. _____

3. _____

4. _____

Type of organization (i.e., non-profit corporation, limited liability company, general partnership, etc.) :

Provide a copy of Provider's Articles of Incorporation and 501(c)(3) certificate, or other bylaws/governing documents as appropriate – Label as **Attachment A**.

Years in Operation _____

Hours of Operation _____

Provide a list of laboratories our clients may use which specifies the services provided, location, hours of service, languages spoken and contact information for each site. Label as **Attachment B**.

II. ORGANIZATIONAL STRUCTURE

- 1) Attach a copy of the organizational chart, including names, titles and vacant positions, clearly indicating who will be the main point of contact with respect to any Contract Label as **Attachment C**.
- 2) Attach a copy of List the names and business affiliations of board members or other governing body, including names, titles and vacant positions, Label as **Attachment D**.

III. QUALIFICATIONS

Minimum qualification criteria include, but are not limited, to the following:

- 1) Applicant shall have been in the business of providing laboratory services to healthcare agencies similar to NTBHA (public and/or government agencies) for a minimum of two (2) years.
- 2) Applicant shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP

IV. STAFFING PLANS

- a. Describe the staffing plans; during normal business hours,
- b. Will staff be available consultant to consumers, clinic prescribers, and clinical staff regarding tests, and results.
- c. For applicants with more than 100 employees, the RFP submission must include the applicants' status regarding equal employment opportunity. Please submit verification of status using the Employer Information Report EEO-1 or the State and Local Government Report EEO-4.
- d.. Due to the uniqueness of NTBHA, can applicant provide a staff member assigned to the account have a minimum of 2 years of providing continuous Account Management experience overseeing the directive?
- e.. Provide details of the assigned Account Executive/mangers' background, experience and credentials.

V. SERVICES:

- a. Describe how Vendor will provide support to NTBHA to develop policies, procedures and guidance for operation of an onsite collection system if needed.
- b. Vendor will provide NTBHA with toll free telephone and fax lines to reach the vendor, administration and laboratory sites. NTBHA inquiries must be acknowledged within one business day.
- c. Provide a disaster recovery plan that includes natural, environmental, manmade and business disasters to ensure continued ability for fulfilling the remainder of the contract.

VI. CERTIFICATE OF INSURANCE

Provide a Certificate of Insurance secured and maintained with an insurance company, or companies, licensed to do business in Texas for the following coverage in the following amounts:

- a. Comprehensive General Liability, Professional Liability, and Employee Misconduct insurance with limits of at least \$1,000,000 per occurrence, \$3,000,000 aggregate.
- b. Sufficient coverage to meet the requirement of State law for Workers' Compensation on its

employees providing services under this Contract.

VII. FINANCIAL INFORMATION

- a. Provide a copy of a Certified External Audit for the past three years.
- b. Submit the most current Annual Report available.
- c. Provide evidence of continued financial viability to ensure your capabilities to support this project.

VIII. COST PROPOSAL

- a. Describe your proposal fee structure.
- b. Describe how you will maximize other payor sources to ensure NTBHA is the payor of last resort.

IX. RISK PROFILE

- a. Has the Respondent had any validated/confirmed client abuse, client neglect, or rights violations claims in the last three (3) years? If so, explain in detail.
- b. Identify whether Respondent, as an entity, or anyone employed by the Respondent is currently under investigation, or has had a license or accreditation revoked by any state, federal, or local authority or licensing agency within the last five (5) years. If “yes”, provide a detailed explanation.
- d. Identify whether Respondent, as an entity, or anyone employed by the Respondent providing direct care or employed in a management position has had any felony convictions. If “yes”, provide a detailed explanation. Provide any company policies that outline your procedures in dealing with current or future employees who are convicted felons.
- e. Identify whether Respondent has ever been placed on vendor hold by an agency or company. If “yes”, provide a detailed explanation.
- f. Identify any lawsuits or litigation involving clinical services to which you have been a party during the past five (5) years. Provide details on any judgments.
- g. Provide a list of clinical services contracts for which Respondent has been terminated for cause in the last five (5) years.
- h. Identify whether Proposer, as an entity, or any of Respondent’s employees Medicaid Provider number(s) have ever been suspended or revoked. If “yes”, explain.

X. IMPLEMENTATION PLAN

- a. Provide information on Contractor’s capacity and capability to fully implement services in accordance with the procurement timeline provided in EXHIBIT A.
- b. Provide a detailed implementation and training timeline of events NTBHA can expect if your organization is awarded the contract.

XI. CLIENT REFERENCES

Provide a minimum of three client references. For each client listed, include the following:

- Agency name and address
- Name or Point of contact (POC)
- POC email address and telephone number
- Dates of services provided to client
- Type of services provided to client

XII. RIGHTS RESERVED

NTBHA reserves the right to withdraw this Request for Bids at any time before bids are submitted; reject, for any reason and at its sole discretion, in total or in part, any and/or all bids, regardless of comparability of price, terms or any other matter, and to waive any informalities. If a firm is selected, the firm will be required to execute a contract. If NTBHA funding is materially decreased during the contract term, the contract may be amended and/or terminated.

No contract shall be deemed to exist between NTBHA and any Contractor until NTBHA and that Contractor have executed a mutually acceptable, comprehensive and binding contract. A countersigned copy of this bid or any other preliminary written agreements shall not suffice to bind NTBHA to any legal obligation of any kind whatsoever with regard to the work considered hereby.

In the contract with the successful Contractor, NTBHA will not agree to waive its governmental immunities, engage in binding arbitration or agree to indemnification of Contractor or limitation of Contractor's liability. The contract will require that it be construed and enforced in accordance with the laws of the State of Texas and that venue shall lie in Dallas County, Texas.

XIII. CERTIFICATION

I, individually and on behalf of the business named above, do by my signature below certify that the information provided herein to be true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations:

- a. NTBHA may have the grounds to terminate any or all contracts which NTBHA has or may have with the business named above;
- b. NTBHA may disqualify the business from consideration for this or other contracts and may remove the business from NTBHA's Contractors lists; and
- c. NTBHA may have grounds for initiating legal action under federal, state, or local law.

Print Name

Title

Signature of Owner
(Owner, CEO, President, Majority Stockholder or
Designated Representative)

Date

**Attachment E
PRICING**

Instructions:

- Column A - the test to be priced
- Column B - What the test will cost if it's drawn at our clinic
- Column C - what the test will cost if it's drawn at your location
- Column D - Is this test available for STAT results
- Column E - Is there a discount for larger volume, what are the volume breaks? (10, 100 etc..) please provide an additional page with pricing at volume benchmarks.
- Column F - Is this test available for Point of Care testing in our own lab offices
- Column G - What is the cost for Point of Care testing kit/supplies to complete the test.
- Column H - This test has more than a standard wait time for results – list how long these results take. (ie 1 week, 2 weeks etc..)

Test	Cost at Our Lab	Cost at your lab	Available STAT? Y / N	Volume Discount? (list break)	POC Available Y /N	Cost for POC testing	Extended results How long:
Amitriptyline (PR)							
Basic Metabolic Panel							
Carbamazepine (tegretol) (PR)							
CBC (w/auto diff) and (L)							
Clozapine (PR)							
Clomipramine and Metabolite (PR)							
Comp Metabolic Panel (ST)							
Desipramine (PR)							
Urine Drug Screen							
Electrolyte Panel							
Ferritin (ST)							

Fluoxetine (PR)							
Hepatic Function Panel (ST)							
HGB A1C (L)							
Imipramine (PR)							
Lipid Panel (ST)							
Lithium							
Nortriptyline (PR)							
Phenobarbital (PR)							
Phentoin (Dilantin) (PR)							
Preganancy test (Serum)							
Pregnancy test (Urine)							
Prolactin (ST)							
RPR non-reflex (ST)							
Sedimentation Rate (ESR) (L)							
Theophylline (PR)							
Trazodone (PR)							
TSH (ST)							
Urogram (U)							
Valproic Acid (ST)							

***** This is not intended to be an exhaustive list of every laboratory test that NTBHA providers may ever order. It is offered as a sample and a guide in order to compare vendors equally and to aid in the awarding of this contract. A COMPLETE lab pricing guide must be provided to NTBHA upon award of contract.**

Attachment F
Additional Fees

Please detail any additional costs or fees NTBHA should be aware of when considering your proposal. Any fees not listed in the vendor's proposal will not be paid unless agreed upon in writing by both parties, and further, may cause vendor to forfeit eligibility to be awarded this contract. Include ALL foreseeable costs upfront.

Attachment G

Conflict of Interest Questionnaire

Please retrieve CIQ Form from the following website:

<http://www.ethics.state.tx.us/forms/CIQ.pdf> (Attach
completed CIQ Form as part of your proposal)

A signature is required in Box 4 regardless of any other entry on the form.

Attachment H
REGARDING LOBBYING
FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENTS

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

Date

Print Name of Authorized Individual

Title of Authorized Individual

Organization Name

Attachment I
Proposal Assurances

The undersigned does make the following assurances that:

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

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

Name of Respondent Firm or Individual: _____

Type of Legal Entity: _____

Address: _____ Phone No.: _____

Auth. Signature: _____ Date: _____

Printed Name: _____ Title: _____