

v. 7/1/2018

Kansas Department of Administration

And

Kansas Department for Aging and  
Disability Services,

Timothy Keck, Secretary

**Request for Proposals**

**(RFP) For**

**Osawatomie State Hospital  
Regional Community Bed Expansion Project**

**RFP No.**

**Release Date:**

Procurement Officer: \_\_\_\_\_

Kansas Department of Administration  
Procurement and Contracts  
900 SW Jackson St., Suite 451 South  
Topeka, Kansas 66612

Phone: 785-296-2376

Fax: 785-296-7240

Email: \_\_\_\_\_

# 1. GENERAL INFORMATION

## 1.1. Scope

The State of Kansas, by and through the Kansas Department of Administration (DOA) and the Kansas Department for Aging and Disability Services (KDADS), announces the release of this request for proposal (RFP) to operate secured inpatient beds within the ~~OSH catchment area~~ State of Kansas. Bidders are not required to bid on both projects, but are permitted to bid for both projects.

## 1.2. DOA Point of Contact

The sole point of contact for inquiries concerning this RFP is:

\_\_\_\_\_, Procurement Officer  
Kansas Department of Administration  
Procurement and Contracts  
900 SW Jackson St., Suite 451 South  
Topeka, Kansas 66612  
Phone: 785-296-2376  
Fax: 785-296-7240  
Email: \_\_\_\_\_

All communications relating to this RFP shall be directed to the contact person named above. All communications with other staff members concerning this RFP are strictly prohibited. **Failure to comply with these requirements may result in proposal disqualification.**

## 1.3 Mission Statement

DOA's mission for this procurement is to solicit competitive proposals from entities interested in: operating secured inpatient beds throughout the State of Kansas ~~OSH catchment area~~ which will remain under the care and control of the Secretary of KDADS.

## 1.4 Mission Objectives

KDADS' objectives for this procurement are:

- Establish secured, community-based inpatient beds in several regions of the State of Kansas ~~to the OSH catchment area~~, operated by successful bidder(s).
  - The patients served shall be provided high quality medical and clinical care;
  - The facility shall, if applicable, be accredited by The Joint Commission (TJC) and certified by Centers for Medicare and Medicaid Services (CMS), as applicable, dependent upon population served;
  - The awarded entity service provider(s) shall meet or exceed all licensure standards for a psychiatric hospital in the State of Kansas;
  - ~~The service provider(s) shall continue to serve the population of patients currently served by OSH; and~~
  - ~~The service provider(s) shall continue to serve the entire OSH catchment area which currently includes the following counties: Allen, Anderson, Atchison, Bourbon, Brown, Butler, Chase, Chautauqua, Cherokee, Clay, Cloud, Coffey, Cowley, Crawford, Doniphan, Douglas, Elk, Franklin, Geary, Greenwood, Jackson, Jefferson, Jewell, Johnson, Labette, Leavenworth, Linn, Lyon, Marshall, Miami, Mitchell, Montgomery, Morris, Nemaha, Neosho, Osage, Ottawa, Pottawatomie, Republic, Riley, Sedgwick, Shawnee, Wabaunsee, Washington, Wilson, Woodson, and Wyandotte. KDADS' Secretary~~

~~reserves the right to modify the catchment area.~~

- It is acknowledged that a person is better served close to, or in their community. It is the purpose of this RFP to develop short term bed capacity within communities throughout the ~~OSH catchment area~~State of Kansas.

## 1.5 Strategic Elements

### 1.5.1. Contract Type and Term

DOA may award separate contracts to successful bidders to operate secured inpatient beds throughout the ~~OSH catchment area~~State of Kansas. The contracted beds may be provided at one location or multiple locations and must be suitable for psychiatric care (both voluntary and court-ordered), patients with co-occurring psychiatric and substance abuse disorders, and comorbid physical health conditions. The initial contract period shall be for twenty-five (25) years. DOA reserves the option to amend the term of the contract by extending it for 3 additional terms of 5 years, or as necessary to complete the mission of the procurement. DOA also reserves the right to extend the length of the original procurement to complete the procurement's mission.

### 1.5.2. Contract Elements

The term "contract" means the contract awarded as a result of this RFP and all exhibits thereto. At a minimum, the following documents shall be incorporated into the contract: this RFP and all attachments and exhibits; any modifications, addenda or amendments issued in conjunction with this RFP; Form DA-146a; and the successful Contractor's proposals and attachments thereto.

## 1.6 External Factors

External factors may affect the project, including but not limited to existing agreements with other vendors, budgetary and resource constraints. Any contract resulting from the RFP is subject to the availability of state and federal funds. As of the issuance of this RFP, DOA anticipates that budgeted funds shall be available to reasonably fulfill the project requirements. If, however, funds are not available, DOA reserves the right to withdraw the RFP or terminate the resulting contract without penalty.

## 1.7 Legal and Regulatory Constraints

### 1.7.1. Delegation of Authority

State and federal laws generally limit DOA's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority, and (2) final decision-making authority on the acceptance or rejection of contracted services.

### 1.7.2. Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either a Contractor or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in DOA's determination, would actually or apparently conflict or interfere with the Contractor's contractual obligations to DOA. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to DOA in a manner that is consistent with the best interests of the State of Kansas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to

- DOA; or
- provide the party with an unfair competitive advantage in future DOA procurements.

Neither the Contractor nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement.

A Contractor shall certify in writing that it does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract. Additionally, if applicable, the Contractor must disclose all potential conflicts of interest. The Contractor must describe the measures it shall take to ensure that there shall be no actual conflict of interest and that its fairness, independence and objectivity shall be maintained. DOA shall determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in DOA's disqualification of a proposal or termination of the contract.**

### **1.8 DOA Amendments and Announcements Regarding this RFP**

DOA shall post all official communication regarding this RFP on the DOA website including the notice of tentative award. DOA and/or the KDADS reserves the right to revise the RFP at any time. Any changes, amendments, or clarifications shall be made in the form of written responses to Contractor questions, amendments, or addendum issued by DOA on the website. Contractors should check the website frequently for notice of matters affecting the RFP. To access the website, go to <http://www.admin.ks.gov/> page and enter a search for this procurement.

### **1.9 RFP Cancellation/Partial Award/Non-Award**

DOA reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the State of Kansas.

### **1.10 Right to Reject Proposals or Portions of Proposals**

DOA may, in its sole discretion, reject any and all proposals or portions thereof.

### **1.11 Cost of Preparing Proposal**

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

Contractors understand that issuance of this RFP in no way constitutes a commitment by DOA to award a Contract or to pay any costs incurred by a Contractor in the preparation of a response to this RFP. Neither the KDADS nor DOA is not liable for any costs incurred by a Contractor prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing proposals, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a Contractor are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the State of Kansas.

### **1.12 Interpretive Conventions**

Whenever the terms "shall," "must," or "is required" are used in this RFP in conjunction with a specification or performance requirement, the specification or requirement is mandatory. A Contractor's failure to address or meet any mandatory requirement in a proposal may be cause for DOA's rejection of the proposal.

Whenever the terms “can,” “may,” or “should” are used in this RFP in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement. Accordingly, a Contractor’s failure to address or provide any items so referred to shall not be the cause for rejection of the proposal, but shall likely result in a less favorable evaluation.

## 2. GENERAL INSTRUCTIONS AND REQUIREMENTS

### 2.1 Bid Event ID/Reference Number

The Bid Event ID/RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP. Such number shall be shown on all correspondence or other documents associated with this RFP. All inquiries, written or verbal, shall be directed only to the Procurement Officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance ONLY DURING:

- Negotiations;
- Contract Signing; or
- as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

### 2.2 Procurement Schedule

**Pre-Bid Conference – No pre-bid conference is scheduled for this bid event.**

The following table documents the critical pre-award events for the procurement. All dates are subject to change at DOA’s discretion.

Procurement Schedule	
RFP Release Date	<del>10/13/2017</del>
Pre-Bid Proposal Vendor Conference	<del>12/4/17</del> 10/30/2017
Vendor Questions	<del>11/6/2017</del> 12/13/17
DOA Posts Responses to Vendor Questions	<del>11/20/2017</del> 12/27/17
Bid Proposals Due/Closing date	<del>12/4/2017</del> 1/11/2018
Review and KDADS Technical Questions to Vendor	<del>1/4/2018</del> 2/11/18
Negotiations	<del>1/15/2018</del> 2/11/17
Tentative Award Announcement	<del>1/25/2018</del> 3/4/2017

### 2.3 Vendor Conference

Attendance at the Vendor Conference is not required, but is strongly encouraged. Due to space limitations, vendors should attend with no more than two representatives. All questions requesting clarification of the RFP to be addressed at the vendor conference must be submitted in writing to the Procurement Officer (FAX 785-296-7240) prior to the 12:00 Noon on **October 25, 2017**.

### 2.4 Questions and Comments

Questions requesting clarification of the bid event must be submitted in WRITING (MS Word format, no tables) to the Procurement Officer prior to the close of business on **November 1, 2017** to the following address:

**Name** Email address

Failure to notify the Procurement Officer of any conflicts or ambiguities in this bid event may result in items being resolved in the best interest of the State. Any modification to this bid event shall be made in writing by addendum and mailed to all vendors who received the original request. Only Written communications are binding.

Answers to questions will be available in the form of an addendum on the Procurement and Contracts' website, <http://admin.ks.gov/offices/procurement-and-contracts>.

It shall be the responsibility of all participating bidders to acquire any and all addenda and additional information as it is made available from the web site cited above. Vendors/Bidders not initially invited to participate in this Bid Event must notify the Procurement Officer (Event Contact) of their intent to bid at least 24 hours prior to the event's closing date/time. Bidders are required to check the website periodically for any additional information or instructions.

## **2.5 News Releases**

Only the State is authorized to issue news releases relating to this bid event, its evaluation, award and/or performance of the resulting contract.

## **2.6 Incomplete Proposals**

DOA may reject without further consideration a proposal that does not include a complete, comprehensive, or total solution as requested by the RFP.

## **2.7 State Use of Ideas**

DOA reserves the right to use any and all ideas presented in a proposal unless the Contractor presents a valid legal case that such ideas are trade secret or confidential information, and identifies the information as such in its proposal (see Section       ). A Contractor shall not object to the use of ideas that are not the Contractor's intellectual property and so designated in the proposal that: (1) were known to DOA before the submission of the proposal, (2) were in the public domain through no fault of DOA, or (3) became properly known to DOA after proposal submission through other sources or through acceptance of the proposal.

## **2.8 Property of DOA**

Except as otherwise provided in this RFP or the resulting contract, all products produced by a Contractor, including without limitations the proposal, all plans, designs, software, and other contract deliverables shall become the sole property of DOA.

## **2.9 Copyright Restriction**

It is at the discretion of KDADS and DOA to consider any proposal that bears a copyright.

## **2.10 Additional Information**

By submitting a proposal, the Contractor grants DOA the right to obtain information from any lawful source regarding the Contractor's and its directors', officers', and employees': (1) past business history, practices, and conduct, (2) ability to supply the goods and services, and (3) ability to comply with contract requirements. By submitting a proposal, a Contractor generally releases from liability and waives all claims against any party providing DOA information about the Contractor. DOA may take such information into consideration in evaluating proposals.

## 2.11 Multiple Responses

A Contractor may submit one or more proposals as a prime contractor. Each proposal must be separately marked and must offer a complete solution in accordance with the RFP requirements.

## 2.12 Negotiated Procurement

This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award shall be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

- Secretary of Department of Administration;
- Director of Purchases, Department of Administration; and
- KDADS' Secretary, or his authorized designee.

## 2.13 Appearance before Committee

Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time shall be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by the PNC.

## 2.14 Preparation of proposal

Prices are to be entered in spaces provided on a cost proposal form to be provided. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

**All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal.** The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

No Joint Proposals shall be accepted. A joint proposal for purposes of the RFP is when two or more organizations or entities are cooperating /partnering to complete the objectives of the RFP.



DOA shall not consider joint or collaborative proposals that require it to contract with more than one Contractor.

## **2.15 Use of Subcontractors**

Contractor shall ensure that any subcontractor(s) providing services under a contract resulting from this procurement meets the same requirements and level of experience as those required of the Contractor. No subcontract under the contract shall relieve the Contractor of the responsibility for ensuring the requested services are provided. Contractors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

## **3. Instructions for Submitting Proposals**

### **3.1 Number of copies**

Submit one (1) original and nine (9) copies of the proposal. An authorized representative must sign the original in ink. In addition, submit three (3) electronic copies of the proposal on a portable media, such as a compact disk, compatible with Microsoft Office 2010. DOA shall not accept telephone and facsimile proposals. Any disparities between the contents of the original printed proposal and the electronic proposal shall be interpreted in favor of DOA.

### **3.2 Submission**

Submit all copies of the proposal to DOA no later than **2:00 P.M. Central Standard time on DATE**. All submissions shall be date and time stamped when received by DOA. The clock in the DOA office is the official timepiece for determining compliance with the deadlines in this procurement. DOA reserves the right to reject late submissions. It is the Contractor's responsibility to appropriately mark and deliver the proposal to DOA by the specified date, time being of the essence.

### **3.3 Physical Address for hand delivery and overnight and commercial mail**

Procurement Officer: \_\_\_\_\_  
Kansas Department of Administration  
Procurement and Contracts  
900 SW Jackson St., Suite 451 South  
Topeka, Kansas 66612

All proposals become the property of DOA after submission.

### **3.4 Additional Requirements**

All proposals shall be:

- clearly legible;
- sequentially page-numbered and include the Contractor's name at the top of each page;
- organized in the sequence as stated in Section 4.2, herein;
- bound in a notebook or cover;
- correctly identified with the RFP number and submittal deadline;
- responsive to all RFP requirements;
- typed on 8½ by 11" paper;
- in Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and
- no more than 250 total pages, including required forms, appendices, requested plans and resumes.



### **3.5 Proposals shall not include materials or pamphlets not specifically requested in this RFP.**

### **3.6 Signature of Proposals**

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact shall be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's federal tax identification number.

### **3.7 Acknowledgment of Amendments**

All bidders shall acknowledge receipt of any amendments to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this RFP shall be issued only by DOA in writing.

### **3.8 Modification of Proposals**

A bidder may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals. DOA may request modifications at any time.

### **3.9 Withdrawal of Proposals**

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at Procurement and Contracts prior to the closing date.

### **3.10 Competition**

The purpose of this RFP is to seek competition. The bidder shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date.

The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP. A minor deviation is an omission or error that, in DOA's determination, if waived or modified when evaluating proposals, would not give a bidder an unfair advantage over other bidders or result in a material change in the proposal or RFP requirements. When DOA determines that a proposal contains a minor deviation, it may at its sole discretion provide the Contractor with the opportunity to correct.

### **3.11 Evaluation of Proposals**

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC;
- Adequacy and completeness of proposal;
- Bidder's understanding of the project;
- Compliance with the terms and conditions of the RFP;
- Experience in providing like services;
- Kansas-specific experience;
- Qualified staff;
- Methodology to accomplish tasks; and

- Response format as required by this RFP.

### **3.12 Acceptance or Rejection**

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

### **3.13 Proposal Disclosures**

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. A List of Bidders may be obtained in the following manner:

1. Attending the public bid opening at the time and date noted on the Bid Event, OR
2. Requesting a List of Bidders via E-mail to [tabsheets@da.ks.gov](mailto:tabsheets@da.ks.gov) or in writing to the following address. Include the Bid Event number EVT000\_\_\_\_\_ in all requests.

Kansas Department of Administration  
Procurement and Contracts  
Attn: Bid Results  
900 SW Jackson, Suite 451 South  
Topeka, KS 66612-1286

All other documents pertaining to the bid (tabsheet, individual bids, proposals, contract, etc.) are not available until the bid has been awarded, contract executed or all bids rejected.

Once a bid file is available, a request for a cost estimate may be submitted to the e-mail or address noted above for the costs associated with the reproduction of bid documents. Procurement and Contracts will attempt to provide all Open Records requests with electronic copies when possible.

Requests will not be fulfilled until payment has been received.

Documents will be sent via First Class Mail. If requested, they may be sent via express mail services at the expense of the requester.

Any questions regarding Open Records requests for bid results should be directed to [tabsheets@da.ks.gov](mailto:tabsheets@da.ks.gov) or 785-296-0002.

### **3.14 Disclosure of Proposal Content and Proprietary Information**

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://www.admin.ks.gov/offices/chief-counsel/kansas-open-records-act/kansas-open-records-act-procurement-and-contracts>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". The Office of Procurement and Contracts reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

### **3.15 Exceptions**

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions". Neither the DOA and/or the KDADS is bound by any exceptions submitted by bidder.

### **3.16 Notice of Award**

Award will be by line item or group total, whichever is in the best interest of the State of Kansas. An award is made on execution of the written contract by all parties.

## **4. PROPOSAL FORMAT**

### **4.1 Submission of Proposals**

Bidder's proposal shall consist of:

- One (1) original and nine (9) copies of the Technical Proposal, including the, applicable literature and other supporting documents;
- One (1) original and nine (9) copies of the cost proposal including the associated narrative statement;
- Three (3) electronic/software versions of each of the technical and cost proposals are required. This shall be provided on CD or flash drive, in Microsoft ® Word or Excel. Technical and cost responses shall be submitted on separate media.

All copies of cost proposals shall be submitted in a sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID number and closing date.

Bidder's proposal, sealed securely in an envelope or other container shall be received no later than 2:00 pm Central Time, on the closing date, addressing as follows:

Kansas Department of Administration  
Procurement and Contracts  
Proposal #: EVT000\_\_\_\_\_  
Closing Date:  
900 SW Jackson Street, Suite 451 South  
Topeka, KS 66612-1286

It is the bidder's responsibility to ensure bids are received by closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, emailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

## **4.2 Proposal Format**

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP. (See Section 9 of this RFP.)

## **4.3 Procurement Card (P-Card)**

Many State Agencies use a State of Kansas Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the P-Card. Bidders shall indicate on the Event Details document if they will accept the Procurement Card for payment.

## **Bidder Contracts**

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the contract generated from this Bid Event. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

## **Technical Literature**

All Technical Proposals shall include specifications and technical literature sufficient to allow the State to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Proposals without sufficient technical documentation may be rejected.

## **5. GENERAL TERMS AND CONDITIONS.**

### **5.1 Contract Documents**

This RFP, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the RFP, including any and all amendments; and
- Contractor's written proposal submitted in response to the RFP as finalized.

### **5.2 Contract**

The successful bidder shall be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA-146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this RFP. The contract executed by the successful bidder of the State may contain terms that are different or "in addition" to those contained herein. The final executed contract and amendments thereto, shall control and supersede any contract provisions herein.

### 5.3 Contract Formation

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.

### 5.4 Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Department of Administration  
Procurement and Contracts  
900 SW Jackson, Suite 451 South  
Topeka, Kansas 66612-1286  
RE: EVT000\_\_\_\_\_

or to any other persons or addresses as may be designated by notice from one party to the other.

### 5.5 Termination for Cause

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

### 5.6 Termination for Convenience

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

### 5.7 Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A. 75-37,104.

## 5.8 Rights and Remedies

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

## 5.9 Force Majeure

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

## 5.10 Waiver

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

## 5.11 Joint and Independent Contractors

The Contractor, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, worker's compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

## 5.12 Staffing: Qualifications & Quantity

Any and all Contractors shall warrant that all persons assigned by it to the performance of the awarded contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract. Contractor's employees shall meet all necessary qualifications and licensure as may be required by federal law and the law in the State of Kansas. Contractors awarded a contract for the inpatient bed expansion project must also meet the necessary qualifications and licensure requirements as established by CMS, TJC, and the law in the State of Kansas. Failure of any Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

Any and all Contractors shall maintain adequate staffing levels to meet the needs of the inpatient secured beds in order to maintain compliance with CMS and TJC. During the first year of the contractor, Contractor must provide monthly staffing reports to KDADS Secretary. After the first year, Contractor must provide quarterly staffing reports to the KDADS Secretary. Contractor must notify KDADS BHS Commissioner within five (5) business days of identifying a lack of adequate staffing to meet the secured bed facility needs that is anticipated to last for



more than thirty (30) calendar days. KDADS may impose liquidated damages if staffing levels are not returned to an adequate staffing level within forty-five (45) calendar days.

Key positions (see Section 8.5.B) cannot be vacant for more than sixty (60) calendar days. The Contractors must notify KDADS BHS Commissioner within five (5) business days of learning that any key position is vacant or anticipated to be vacant within the next thirty (30) calendar days. KDADS may impose liquidated damages if any key management positions remain vacant for greater than sixty (60) calendar days in accordance with the related section.

### 5.13 Subcontractors

Any and all Contractors shall be the sole source of contact for the contract (see also Section 5.25). The State shall not subcontract any work under the contract to any other firm and shall not deal with any subcontractors. Any and all Contractors are totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

### 5.14 Proof of Insurance

Upon request, any and all Contractors shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

### 5.15 Conflict of Interest

No Contractor shall knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, no Contractor shall knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

### 5.16 Confidentiality

Contractors may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractors must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractors shall return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractors. On the termination or expiration of this contract, Contractors shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

### 5.17 Nondiscrimination and Workplace Safety

All Contractors agree to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.



## 5.18 Environmental Protection

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

## 5.19 Hold Harmless

Contractors shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance any Contractors may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. Contractors shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

## 5.20 Care of State Property

Contractors shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

## 5.21 Prohibition of Gratuities

No Contractor, nor any person, firm or corporation employed by a Contractor in the performance of an awarded contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

## 5.22 Retention of Records

Unless the State specifies in writing a different period of time, all Contractors agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of six (6) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds six (6) years.

Contractors agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

## 5.23 Antitrust

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws

of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

#### 5.24 Modification

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

#### 5.25 Assignment

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

#### 5.26 Third Party Beneficiaries

This contract shall not be construed as providing an enforceable right to any third party.

#### 5.27 Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

#### 5.28 Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

#### 5.29 Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

#### 5.30 Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon in writing by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

#### 5.31 Mandatory Provisions

The provisions found in Contractual Provisions Attachment (DA-146a) are incorporated by reference and made a part of this contract. Contractor shall be bound by any and all applicable authorities (state or federal), which relate to maintenance and/or operation of a psychiatric facility.

### 5.32 Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

### 5.33 Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or shall perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

### 5.34 Immigration and Reform Control Act of 1986 (IRCA)

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, and certification or like item under the contract.

Contractor shall provide a copy of a signed Certification Regarding Immigration Reform and Control Form (see <http://da.ks.gov/purch/CertificationImmigrationForm.doc>) with the technical proposal.

### 5.35 Worker Misclassification

The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination. Contractor shall save, indemnify, defend and hold harmless KDADS from the Contractor's own misclassification of workers, arising from, relating to or in connection with the performance or non-performance of the contract.

### 5.36 Injunctions

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

### 5.37 Statutes

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction. Contractor shall abide by all applicable state and federal laws and regulations in relation to this bid and, if successful in the bidding process, upon execution of the Contract.

### 5.38 Federal, State and Local Taxes

Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

### 5.39 Accounts Receivable Set-Off Program

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action shall be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

### 5.40 Definitions

A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Procurement Forms".

### 5.41 Additional Contract Terms

The contract shall contain additional contract terms as specified by the DOA and/or KDADS.

### 5.42 Liquidated Damages

Under the RFP, the terms "Consequential Loss" or "Consequential Damages" shall mean:

- (i) consequential or indirect loss under English law; or

- (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i), and whether or not foreseeable at the Effective Date.

In no event, and notwithstanding any provision to the contrary elsewhere in the RFP, and except to the extent of any agreed Liquidated Damages or rates for delays (including without limitation any predetermined termination fees) provided for in the RFP, shall any Party be liable to the other Party, whether in contract, warranty, tort (including negligence or strict liability) or otherwise, for any special, indirect, incidental or consequential losses or damages of any kind or nature whatsoever.

Contractor shall save, indemnify, defend and hold harmless KDADS from the Contractor's own Consequential Loss or Consequential Damages, arising from, relating to or in connection with the performance or non-performance of the RFP.

- A. It is the Parties' intent and agreement that the KDADS shall be entitled to liquidated damages upon the occurrence of one or more of the following event(s). The events are divided into three categories. Despite such division, it is possible to have concurrent damages assessed using one or more of such categories.

**Damage Event I:**

- a. Minimum Staffing Level. The KDADS shall designate minimum staffing levels (See Section 5.12). The Contractor shall provide staffing at the minimum level. In the event a minimum staffing level becomes vacant, the Contractor shall fill the position within sixty (60) calendar days following the date the position becomes available;
- b. Miscellaneous Damages. The objective of this section is to provide the KDADS with an administrative procedure to address general contract compliance issues not identified elsewhere in the RFP.

**Damage Event II:**

- a. Facility Certification: The failure of Contractor to maintain respective federal and/or state certification for a psychiatric facility;
- b. Survey Deficiency: The occurrence of one or more deficiencies assessed by either the KDADS, KDHE and/or CMS at a deficiency level of potential and/or actual harm, or the like;
- c. Key Personnel: The Contractor shall staff any position designed as a "Key Position" (see Section 8.5.B) with a qualified individual within sixty (60) calendar days of the implementation-take over date. Subsequent to the implementation-take over date, the Contractor shall notify the KDADS of a Key Position vacancy, and the Contractor shall have sixty (60) calendar days in which to fill such position with a qualified individual.

**Damage Event III:**

- a. Operational Readiness Testing: Operational readiness testing shall begin not later than six (6) weeks prior to the scheduled implementation-take over date, as specified by KDADS; and

- B. Liquidated damages shall be established at the following per diem (calendar) rate:

- a. Damage Event I: five hundred dollars (\$500) per calendar day;

- b. Damage Event II: one thousand (\$1,000) per calendar day; and
  - c. Damage Event III: Twenty-five hundred (\$2,500) per calendar day.
- C. The Parties further agree that if a Damage Event I, II or III occurs, the KDADS shall provide the Contractor written notice of its intent to assess a liquidated damage amount. If it is a Damage Event I, the Contractor shall have twenty (20) calendar days to correct the event. If the event is not correct to the satisfaction of the KDADS, time being of the essence, the KDADS may assess the liquidated damage amount.
- D. The Parties further agree that should a Damage Event occur, I, II or III, the damage amount shall be recouped, i.e., deducted or setoff, against the KDADS' monthly payment to Contractor. Such recoupment shall continue until the either the Damage Event is removed or otherwise dealt with in writing to the KDADS' satisfaction, whose decision shall be final.

The Parties agree that if either a Damage Event were to occur i.e., Damage Event I, II and/or III, it would be difficult to determine actual damages. As such, the Parties agree that the above referenced per diem damage amount is a reasonable estimate of the damages that would accrue if one or more Damage Events (Damage Event I, II and/or III) were to occur. The Parties further agree that the per diem amount of liquidated damages is fair and reasonable and shall not be perceived, construed or argued as a penalty against the Contractor.

#### **5.43 Off-Shore Sourcing**

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

#### **5.44 Indefinite Quantity Contract**

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

#### **5.45 Prices**

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

#### **5.46 Payment**

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.



Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor

#### **5.47 Certification of Materials Submitted**

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

### **6. ADDITIONAL TERMS AND CONDITIONS**

#### **6.1 HIPAA and 42 CFR Part 2 Confidentiality**

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. Contractor shall comply with the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement. Contractor shall execute a Business Associates (BA) Agreement as prepared by the KDADS on or before the date of execution of the contract. Failure to execute a BA agreement shall be grounds for termination. No exceptions shall be accepted and/or apply to the BA Agreement.

#### **6.2 On-Site Inspection**

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract. Submission of a proposal shall be construed as evidence that the bidder has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the bidder's response. The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

#### **6.3 Materials and Workmanship**

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or contractor fault.

#### **6.4 Industry Standards**



If not otherwise provided, materials or work called for in this agreement shall be furnished and performed in accordance with established best practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

## **6.5 Subcontractors**

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the contractor additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

## **6.6 Performance Guaranty/Bond**

The Contractor shall file with the Director of Purchases a performance guaranty/bond in the amount of 15% of the contract price. The guaranty shall be released upon the completion of this contract subject to total or partial forfeiture for failure to perform the terms of this contract. If damages exceed the amount of the guaranty, the State may seek additional damages.

A performance guaranty must be one of the following: (1) certificate of deposit payable to the State; or (2) a properly executed bond payable to the State.

Necessary bond forms shall be furnished by Procurement and Contracts and can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

## **6.7 Implied Requirements**

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the bidder's response.

## **6.8 Acceptance**

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

## **6.9 Ownership**

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by KDADS. The Contractor may not release any materials without the written approval of KDADS.

## **6.10 Information/Data**

Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the State.

## **6.11 Submission of the Bid**

Submission of the bid shall be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen

shall not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.

## 6.12 Transition Assistance

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

## 7. **GENERAL INFORMATION AS TO OSAWATOMIE STATE HOSPITAL CATCHMENT AREA**

### 7.1 Population and Other Pertinent Information

The entire OSH catchment area currently consists of the following counties: Allen, Anderson, Atchison, Bourbon, Brown, Butler, Chase, Chautauqua, Cherokee, Clay, Cloud, Coffey, Cowley, Crawford, Doniphan, Douglas, Elk, Franklin, Geary, Greenwood, Jackson, Jefferson, Jewell, Johnson, Labette, Leavenworth, Linn, Lyon, Marshall, Miami, Mitchell, Montgomery, Morris, Nemaha, Neosho, Osage, Ottawa, Pottawatomie, Republic, Riley, Sedgwick, Shawnee, Wabaunsee, Washington, Wilson, Woodson, and Wyandotte. All of these counties work with the Osawatomi State Hospital for court ordered or voluntary admissions to the state hospital. OSH provides inpatient treatment for mentally ill adult patients from 47 eastern and central Kansas counties. OSH is licensed by the Kansas Department for Health and Environment as a state psychiatric facility.

### 7.2 Osawatomi State Hospital

#### ~~7.2.1. General Information~~

~~OSH was established by the Legislature in 1863. It was initially called the State Insane Asylum. The name was changed in 1901 to Osawatomi State Hospital. It is operated and managed by the KDADS. Current statutory authority can be found in K.S.A. 76-1201 et seq. as amended. The "care and treatment act for mentally ill persons" (K.S.A. 59-2901 through 59-2941), revised in 1976 and 1986, is of special significance because it controls hospital activities related to the protection of patients' constitutional and human rights, particularly those that ensure due process for the involuntary patient. The facility is also governed by federal Title XVII (Medicare) and Title XIX (Medicaid) regulations, with which it must comply to receive federal reimbursements.~~

#### ~~7.2.2. Hospital Mission~~

~~At its most basic level, the mission of the hospital is to provide inpatient, psychiatric treatment to individuals determined to need that level of care. But philosophically, the mission of the hospital goes much further. It is the goal, mission and plan for the hospital to offer excellent service and be a leader in providing patient-centered care in a safe environment that leads to the most positive outcomes for each individual receiving care. This is accomplished by using evidence-based treatment approaches in a planned, consistent approach that recognizes the individual strengths of each patient and the capabilities of the staff to facilitate positive changes to build on those strengths. Staff work together with the patients to assist in their recovery and to promote their self-sufficiency.~~

~~OSH is an integral part of the continuum of mental health services, providing stabilization and rehabilitation to people with severe mental illness. The hospital is one of two institutions supervised by the Community Services and Programs Commission within the Department for Aging and Disability Services and is one of four state institutions administered by the KDADS.~~

## 8. **SPECIFIC PROPOSAL REQUIREMENTS**

## 8.1 Project Scope

This RFP is issued for the purpose of soliciting proposals to operate secured inpatient beds within the ~~OSH catchment area~~ State of Kansas. These inpatient beds will support individuals going through an mental health episode by providing a secured therapeutic environment within the individual's county of residence or adjacent county for the individual to receive inpatient treatment and assistance with transitioning back into the community.

## 8.2 Qualifications and Experience

Bidder is requested to provide complete and accurate information concerning the following:

- a. The number of years of experience Bidder has in the provisions of inpatient psychiatric services;
- b. Position(s) held when working at the inpatient psychiatric facility;
- c. Bed capacity of current and previous inpatient psychiatric facilities Bidder has worked in;
- d. Facts that demonstrate an exceptional record of proven assistance to the community by the provision of inpatient psychiatric services through facilities Bidder has managed, owned, or operated; and,
- e. Provide a complete list of facilities that are currently managed, owned, or leased by the Bidder that provide inpatient psychiatric services
  - o Provide the ownership/leasehold interest in each facility, placing an emphasis on any and all facilities.

## 8.3 Evaluation Criteria

The DOA and KDADS will evaluate and judge each proposal based upon the Bidder's present abilities to provide the best inpatient psychiatric services in the community(ies) it bids for. In order to properly evaluate the merits of each proposal, Bidders are requested to address the following criteria:

- a. The experience, past performance, quality of service, financial ability, and stability of the Bidder;
- b. The demonstrated ability of the Bidder to serve the needs of the residents of the county;
- c. The geographic proximity of the facility proposed to be utilized by the Bidder in respect to potential patients;
- d. Proposed bed capacity;
- e. The cost of facility the Bidder intends to lease, rent, buy in order to provide the inpatient treatment;
- f. Staffing plan of Bidders;
- g. Proposals indicating that the Bidder is willing to adequately provide indigent care to the impoverished population of the County;
- h. The financial capability of the Bidder to maintain the inpatient facility for several years;
- i. The ability of the Bidder to comply with Kansas laws/regulations and Federal statutes/regulations; and,
- j. Proposals should include how Bidder plans to work with community resources including but not limited to community mental health centers, community developmental disability organizations, the individual's current mental/physical health providers, and the individual's families.

## 8.4 Accreditation and Certification:

### 8.4.1. The Joint Commission

Contractor shall provide the inpatient beds in a facility that maintains full compliance with all TJC Hospital Accreditation Standards within 24 months of the effective date of the agreement.

### 8.4.2. Medicare

Subject to the provisions herein, Contractor shall provide no less than 10 inpatient beds in a facility that complies with all requirements and conditions of participation pertaining to the Medicare and Medicaid programs,

including, but not limited to, Title XVIII of the Social Security Act (42 USC §§1395c through 1395ggg), 42 CFR, Chapter IV, Subchapter B.

### **8.4.3. Institutions for Mental Diseases (IMD) Program**

KDADS is the Kansas state agency responsible for operating the Institutions for Mental Disease (IMD) Program under Title XIX of the Social Security Act. Each state psychiatric hospital has entered into a Medical Provider Agreement for the provision of IMD services (the “IMD Agreement”) with the Kansas Department of Health and Environment (KDHE). Contractor shall assume and fulfill all duties of the “Program Provider” in the OSH IMD Agreement.

Contractor shall comply with 42 USC §1396a, 42 CFR, Chapter IV, Subchapter C, relating to Medical Assistance Programs and all applicable state law related to the Kansas Medical Assistance Program.

Contractor shall provide IMD services, to all persons who are determined by KDHE to be eligible for IMD services and who are eligible for Medicaid on the dates of service delivery.

Contractor shall provide IMD services in accordance with applicable state laws and rules, and applicable federal laws and regulations, including but not limited to, Title 42, CFR, and Parts 440, 441, 455 and 456.

Contractor shall cooperate with KDHE in connection with the biennial surveys of the IMD program conducted by that Office.

### **8.4.4. Survey/Investigation Notification and Follow-Up**

KDADS reserves the right to conduct onsite survey at any time without advance notice. KDADS also reserves the right to access data. Contractor shall cooperate fully during the course of any surveys.

Contractor shall send notification to the KDADS Behavioral Health Services Commissioner (BHS Commissioner) when a survey or investigation begins at OSH, including surveys/investigations by TJC, CMS, KDHE, and any other state or federal agency. Contractor shall send daily progress notes regarding the survey until it has been completed together with all responses proposed which shall be subject to KDADS review and approval.

Contractor shall report results in writing from all surveys/investigations to KDADS within 2 hours of the surveyor(s) and investigator(s) exit and receipt of the report. Contractor shall submit all written reports following the surveys and investigations to the BHS Commissioner within one business day of Contractor’s receipt of the report. Contractor shall also provide copies of all reports/findings received from the surveyor(s) and investigator(s).

### **8.5 Facility Staff Structure (minimum requirements)**

A. Contractor shall maintain capacity to perform all duties and responsibilities described in this RFP. Contractor shall employ personnel skilled and qualified for the duties and responsibilities for service performance assigned to them.

B. Contractor shall maintain, and submit to KDADS (within 3 business days of the request), an organizational chart showing the current number of budgeted and filled positions performing the basic functions of the organization, the name and phone number of the employee or subcontractor in each filled position, and the reporting relationships of each position.

The organizational chart shall include, but is not limited to, the following key positions:

- Superintendent/Administrator/CEO;
- Chief Medical Officer;
- Psychologist;
- Psychiatrist;
- Clinical Director;
- Risk Manager;
- Financial Officer;
- Director of Social Work;
- Information Technology Manager;
- Human Resources Director;
- Security Officer;
- Director of Medical Records; and
- Privacy/Compliance Officer.

C. Contractor shall notify KDADS within three business days of any change in a key position listed above.

~~D.— Contractor understands KDADS legal division shall remain as KDADS employees and shall represent Contractor along with completing tasks as assigned by the KDADS’ Secretary or his authorized designee.~~

~~E.D.~~ Contractor shall participate in state psychiatric hospital governing meetings, as described in the bylaws.

## **8.6 Eligibility for Inpatient Services at Contractor Facility**

### **8.6.1. Catchment Area**

Contractor shall be a provider of inpatient psychiatric care services to patients funded by state general funds in the catchment currently served by OSH as specified in K.S.A. 39-1602(i), and as may be defined/redefined by the KDADS’ Secretary in accordance with K.S.A. 39-1613.

### **8.6.2. Involuntary or Court-Ordered Services**

All persons subject to a commitment, emergency detention, or court order for inpatient mental health services under article 22 of chapter 34 of the Kansas Statutes Annotated and amendments thereto; article 29 of chapter 59 of the Kansas Statutes Annotated, and amendments thereto; and article 29b of chapter 59 of the Kansas Statutes Annotated, and amendments thereto, are eligible for inpatient mental health services in Contractor’s contracted facility.

### **8.6.3. Voluntary Admissions**

All persons meeting the criteria set forth in K.S.A. 59-2949 or K.S.A. 59-29b49 are eligible for inpatient mental health services at Contractor’s contracted facility. Persons whose treatment is required under Medicare Conditions of Participation or 42 USC §1395dd relating to the emergency care services are eligible for inpatient mental health services and are persons for whom space is deemed to be available.

## **8.7 Patient Rights**

A. Contractor shall ensure that each patient served in contracted beds is afforded the rights, benefits and privileges guaranteed by the federal and state constitutions, laws, rules and regulations, including but not limited to, article 29 of chapter 59 of the Kansas Statutes Annotated, and amendments thereto; article 29b of chapter 59 of the Kansas Statutes Annotated, and amendments thereto.

B. Contractor shall designate a Risk Manager who shall ensure that each patient’s constitutional rights and the

rights afforded in article 29 of chapter 59 of the Kansas Statutes Annotated, and amendments thereto; article 29b of chapter 59 of the Kansas Statutes Annotated, and amendments thereto are protected. The Risk Manager must protect and advocate for the rights of persons receiving mental health services in state psychiatric hospitals.

C. Contractor shall comply with K.S.A. 59-2978 and all other applicable state and federal laws and regulations regarding patient rights.

## **8.8 Services**

### **8.8.1. Psychiatric, Therapeutic and Rehabilitative Services**

A. Contractor shall provide inpatient psychiatric services by licensed physicians under the supervision of a psychiatrist. Psychologists providing therapeutic services must be under the supervision of a psychologist. These services must be individualized to the patient's needs and must assist in the patient's recovery and reentry to the community.

B. Psychiatric services must include assessments and evaluations consistent with TJC and CMS standards, and the licensure standards for a private psychiatric hospital in the State of Kansas. These services shall include prescribing and administering medications, including psychotropic medications, obtaining informed consents, implementing emergency treatment orders, performing required laboratory tests, and providing patient education. Contracted psychiatrists must provide documentation and testify as needed in court for civil and forensic commitments and court ordered medications. Contractor shall also provide documentation for guardianship issues as needed.

C. Psychiatric assessments must include, but are not limited to:

- Psychiatric history and physician examinations;
- Psychiatric assessment;
- Psychological evaluation;
- Psychosocial assessment;
- Trauma assessment;
- Nursing assessment, and
- Further assessments based on the patient's needs or condition, including nutritional assessments, functional assessments, and pain assessments.

D. Contractor shall utilize Trauma-informed Person Directed Treatment Planning for each patient. The plan must include, but are not limited to:

- prescribing and administering medication;
- required laboratory testing;
- patient and family education;
- rehabilitative therapies (e.g., recreation, music, occupational);
- spiritual counseling when clinically indicated and as desired by the patient;
- continuity of care; and
- transition and discharge planning.

E. Contractor shall periodically evaluate the plan against the patient's treatment goals and revise the plan when indicated. The periodic evaluation must take place at a frequency appropriate to the patient's needs. The patient, patient's family or support system and applicable community mental health center must be invited to participate.

F. Contractor shall comply with K.S.A. 59-2976 and K.S.A. 59-29b76- Administration of Medication and



Other treatment.

G. Contractor shall use the KDADS' curricula for competency restoration unless KDADS approves an alternative.

H. Contractor shall provide each patient, at the time of discharge or furlough, including a return to jail, up to a 7-day supply of clinically required medications and a prescription for another seven (7) days of medication, or as otherwise directed by KDADS, in accordance with the patient's continuity of care plan.

I. Contractor shall ensure protection of the rights and well-being of patients during the use of voluntary and involuntary interventions, in accordance with article 29 of chapter 59 of the Kansas Statutes Annotated, and amendments thereto; article 29b of chapter 59 of the Kansas Statutes Annotated, and amendments thereto. Contractor shall implement the "Therapeutic Options" for reduction of the use of restraint and seclusion of patients.

J. Contractor shall provide the level of patient care necessary to meet the needs of the patients referred by the Community Mental Health Center (CMHC). Contractor acknowledges that the patient census shall vary from year to year. The CMHC, through its patient screening process, provides gatekeeping function for patient admissions to the hospital. The Contractor acknowledges that individuals who are under order of the court may also be admitted or transferred as patients to OSH.

### **8.8.2. Medical and Dental Treatment**

A. Contractor shall provide, or subcontract to provide, all appropriate and medically necessary recognized inpatient medical treatment and dental treatment to patients ~~in the contracted facilities~~, in accordance with accepted professional medical practice standards. Contractor shall be responsible for the costs of all medical and dental services provided to indigent patients transferred from a facility for medical and dental services.

B. In accordance with K.S.A. 59-2972, the Contractor shall accept patients that KDADS may transfer from any other state psychiatric hospital under the KDADS' Secretary control.

C. Contractor shall support, maintain and treat indigent and non-indigent patients. A patient may not be denied services because of an inability to pay for the services.

D. Contractor shall comply with K.S.A. 68-28,101-Withholding or withdrawal of life-sustaining procedures.

E. Contractor shall provide necessary basic and emergency dental services, including the following:

1. Dental screening, including hard and soft tissue examination, periodontal examination and treatment planning, for patients whose length of stay exceeds 24 calendar days;
2. Radiography;
3. Oral hygiene instruction and preventive dental care instruction;
4. Dental procedures as needed, including extractions, endodontic, restorative work, periodontal treatment, implant maintenance, crowns and bridge work, bonding, dentures, and other prosthetic appliances;
5. Periodic cleanings and exams on long-term patients, and
6. Denture repairs and relines.

### **8.8.3. Nursing Services**

A. Contractor shall provide onsite 24-hour nursing services, including assessment, diagnostic, planning, intervention, treatment and evaluation of the patient's nursing care needs, and maintain the necessary staffing



levels, as determined by patient's acuity needs at the contracted facilities.

B. Contractor shall maintain nursing standards of care, as required by the Kansas Board of Nursing rules, and state laws and regulations pertaining to medical facilities that may be maintained by the Joint Commission and the Medicare Conditions of Participation.

#### **8.8.4. Peer Support Services**

Contractor shall provide appropriate peer support services as needed to facilitate patient recovery.

#### **8.8.5. Pharmacy Services**

A. Contractor shall ensure the provision of pharmacy services to all patients, and provide or make arrangements for the provision of routine and emergency medications, in accordance with applicable local, state and federal law.

B. Contractor shall ensure the provision of after-hours and on-call pharmacy services.

#### **8.8.6. Research**

Contractor shall not conduct research involving patients. For the purposes of this RFP "research" consists of systematic investigation utilizing any physically or mentally invasive procedures for research development, testing and evaluation, designed to develop knowledge or to contribute to statistics or data.

#### **8.8.7. Ancillary Medical Services**

Contractor shall ensure and fund the provision of ancillary medical services, including laboratory, radiology, physical therapy, speech therapy, audiology, occupational therapy, electrocardiogram, x-ray, respiratory therapy, diagnostic and other ancillary supports and services, in accordance with acceptable standards of practice. Contractor shall honor existing contract(s) until they expire for services such as for dental and podiatry treatment. If at the expiration of any existing contracts Contractor determines to renew the contract with another vendor, then Contractor shall indemnify, defend and hold harmless KDADS from (1) any cost implications to the State of Kansas or KDADS and (2) from any of the Contractor's own losses or damages, arising from, relating to or in connection with the performance or non-performance of the RFP, arising from, relating to or in connection with the performance or non-performance of the Contract.

#### **8.8.8. Nutrition and Food Services**

Contractor shall provide each patient with a nourishing, well-balanced diet, in accordance with each patient's nutritional requirements and texture and therapeutic modifications. Contractor shall meet The Joint Commission and Recommended Dietary Intake (RDI) national guidelines for dietary and food services. Contractor shall indemnify, defend and hold harmless KDADS from (1) any cost implications to the State of Kansas or KDADS and (2) from any of the Contractor's own losses or damages, arising from, relating to or in connection with the performance or non-performance of the RFP, arising from, relating to or in connection with the performance or non-performance of the Contract.

#### **8.8.9. Psychological Services**

Contractor shall provide or contract to provide psychological services, including psychological and neuropsychological assessments, behavior therapy, psychotherapy, consultation, and education. Contractor shall

provide forensic evaluations for patients in accordance with article 33 of chapter 22 of the Kansas Statutes Annotated, and amendments thereto.

#### **8.8.10. Social Services**

Contractor shall provide social services, including psychosocial history and assessment, treatment planning and implementation, and discharge planning, and shall actively involve the patient's CMHC in treatment planning and continuity of care planning. Social services provided by Contractor shall also ensure that commitment processes are followed according to applicable state and federal laws.

#### **8.8.11. Other Patient Services**

- A. Contractor shall meet all daily living needs of patients, including:
1. Personal clothing;
  2. Appropriate furniture;
  3. Personal hygiene items (e.g., toothbrushes, deodorant, toothpaste, hair care items, soap, shampoo, etc.);
  4. Personal hygiene services (e.g., barber, cosmetology, etc.), and
  5. Transportation to and from medical and dental appointments, treatment and programming, court appearances, special activities, planned events, and other activities.
- B. Contractor shall safeguard patient personal possessions.
- C. Contractor shall ensure that the contracted facilities have unrestricted, 24-hour telephone access and service, and that patients have private access to telephones for incoming and outgoing telephone calls.
- D. Contractor shall ensure timely access for patients to send and receive mail at no cost to the patient.
- E. Contractor shall make available all chaplaincy and pastoral services and care as requested to meet the patients' spiritual and religious needs and interests, in compliance with the law.
- F. Contractor shall continue to make available existing library services for patients who desire such services.

G. Contractor shall give each patient, following admission to the hospital, the opportunity to register to vote and assist each patient wishing to register to vote.

H. Contractor may institute outpatient mental health services only after the KDADS Secretary has received, reviewed and approved the written plan for how such services shall be provided. Contractor must receive written approval from KDADS Secretary before commencing outpatient mental health services. KDADS reserves the right to re-evaluate any outpatient services program.

#### **8.8.12. Patient Populations Served**

In addition to Adult Psychiatric Services, Contractor shall continue providing services and programs to the same populations currently served, unless KDADS grants an exemption:

- A. Geriatric services. The Contractor shall serve patients eligible to participate in the Medicaid IMD Program as well as other patients deemed appropriate for geriatric services. Programming shall be age specific and illness

specific.

B. Co-Occurring Psychiatric and Substance Use Disorders Treatment Programming. The Contractor shall provide, as needed, coordinated services to patients who require this specialized service.

### **8.9 Goals, Outputs, Measurable Outcomes**

A. Goals, outputs, and measurable outcomes relating to Contractor's performance shall be established by the KDADS.

B. Contractor shall electronically submit to the KDADS BHS Commissioner the reports, data and other information required by the KDADS.

### **8.10 Admissions, Transfers, Discharges, Continuity**

A. Contractor shall conduct admission, transfers and discharges of patients and participate in continuity of services for patients in compliance with KDADS/Hospital policies; article 29 of chapter 59 of the Kansas Statutes Annotated, and amendments thereto; and article 29b of chapter 59 of the Kansas Statutes Annotated, and amendments thereto.

B. Contractor shall query the physical and electronic database for information regarding patients admitted to the hospital. Contractor shall report all patient admission, transfer, and discharge and continuity information, as required by KDADS.

C. Contractor shall coordinate service delivery, attend care planning meetings, and discharge planning with the CMHCs.

D. Contractor shall cooperate fully with courts and criminal justice systems in the catchment area for OSH and shall provide proper notification to the court or to the KDADS' Secretary so that KDADS may provide notification to the court, as required article 29 of chapter 59 of the Kansas Statutes Annotated, and amendments thereto; article 29b of chapter 59 of the Kansas Statutes Annotated, and amendments thereto. Contractor shall participate in court proceedings for mental health commitments and other hearings as requested by KDADS counsel.

E. Contractor shall comply with K.S.A. 65-3101, Interstate Compact on Mental Health, whose purpose is to implement Kansas laws authorizing the transfer of persons with intellectual disabilities and mental illness between Kansas and other states.

F. Contractor shall provide space to courts for commitment hearings if requested by the judge.

### **8.11 FacilityHospital Operations and Support Services**

Contractor shall be responsible for providing care in an environment that is safe and conducive to the effective delivery of programs and services.

### **8.12 Utilities**

A. Contractor shall manage and pay for all utilities at the contracted facilities including those utilities purchased through contract.

B. Contractor shall assume full responsibility, including financial, for all aspects of facility- produced utility

services, including compliance with all applicable regulatory requirements, maintenance, and operations. Contractor shall provide quarterly financial reporting to KDADS.

### 8.13 Facility Management

A. Contractor shall be responsible for all facility management functions and expenses, including operations, additional maintenance of facilities and their associated systems, where applicable, facility maintenance, alteration, all deferred maintenance accrued, and structural improvements when needed. Any construction or maintenance that commences after the execution of the agreement shall be the responsibility of the Contractor.

B. For the purposes of this section the following definitions shall apply:

1. Alterations - the act of adding to or modifying any element or physical characteristic of an existing hospital/state office buildings, where applicable, regardless of the expense, so the hospital/state office buildings (where applicable) can be used more effectively for its current purpose or adapted to a new use. Examples include one or many revisions to interior partitions, lighting, plumbing, electrical, and HVAC, typically through remodeling or renovation. Alterations are not considered maintenance or repairs.
2. Structural Improvements - substantial repairs, maintenance, replacements, and/or alterations to major building components or systems, including site improvements; foundations; beams; wall structures; plumbing, electrical, and mechanical systems; roofs; and exterior surfaces (e.g., roof replacement at the end of its useful life).
3. Maintenance - the upkeep of all real property and equipment necessary to realize the reasonable anticipated useful life of a fixed asset or portion thereof. Maintenance includes: periodic inspection; adjustment, lubrication, and cleaning (non-janitorial) of equipment; repair; replacement of parts; painting; resurfacing, all deferred maintenance accrued, and other actions to prevent breakdown and to assure continuing service of the asset.
4. Modifications - all new construction, including additions and substantial renovations, alterations, structural improvements.
5. Operations - those activities and services necessary to support the normal use and functions of a building, such as central chilling plants, central boiler plants, HVAC, and other mechanical systems, and electric, water, sewer, emergency generators and other utility systems.
6. Replacement - exchange or substitution of a fixed asset or portion thereof for another having the capacity to perform the same function. Examples include the replacement of a chiller with a new chiller with the same capabilities, and the replacement of a roof.

C. Contractor must provide facility management in compliance with all applicable State and Federal rules and regulations.

D. Contractor is solely responsible for the property rented, leased, or owned (the "Premises" or "facility"). Contractor agrees to indemnify KDADS and the State of Kansas against any and all claims (including costs and expenses of defending such claims) arising from any claims against Contractor or any negligent act, negligent omission or intentional tort of Contractor or Contractor's agents, employees, contractors, invitees or licensees, or any loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract, and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this Agreement.

D. All State-Owned Property and State-Owned Equipment shall remain the property of the State and may not be removed from the facility. Contractor shall maintain an inventory of all State-Owned Property and State-Owned Equipment. The inventory shall be updated annually with a copy provided to KDADS.

E. Contractor shall notify KDADS within one business day of any loss or damage to State-Owned Property and State-Owned Equipment. If such loss or damage creates an emergency, the emergency shall be reported as a significant incidence as required by KDADS.

## **8.14**

### **8.15 Laundry and Housekeeping**

A. Contractor shall provide housekeeping services sufficient to maintain a clean, safe, pleasant and functional environment for patients, employees and visitors that avoid sources and transmission of infection. Housekeeping services shall include, but are not limited to, janitorial services, window cleaning, pest control, and solid waste management services.

B. Contractor shall provide a laundry service that shall pick up, process, and deliver linens and other laundry products to adequately meet the needs of the patients.

### **8.16 Transportation**

Contractor shall provide transportation services at the contracted facilities as follows:

A. Furnish and maintain sufficient vehicles in good and safe working condition to safely meet the transportation needs of patients and other demands of operating programs and maintaining the contracted facilities. Contractor shall comply with all applicable federal, state and local requirements for motor vehicles, including emission standards and insurance coverage requirements.

B. Ensure that drivers or other operators of vehicles are valid or appropriately licensed, adequately trained and maintain a good and safe driving record in compliance with Kansas law.

### **8.17 Risk Management**

A. Contractor shall develop, implement and maintain a worker's compensation insurance program that complies with article 5 of chapter 44 of the Kansas Statutes Annotated, and amendments thereto.

B. Contractor shall comply with all applicable requirements of the Occupational Safety and Health Act of 1970, as amended.

C. Contractor shall implement and maintain a facility management plan to provide a safe, functional, supportive, and effective environment for patients, staff members, and other individuals. All such plans shall comply with the following:

1. The Joint Commission Environment of Care (EC) Standards;
2. All applicable state and federal rules, regulations, and statutes; and
3. All related NFPA Codes and Standards, as required by the Kansas State Fire Marshal's Office.

D. Unless otherwise specified in the paragraphs below, Contractor shall develop and submit the following to KDADS 30 days prior to the Implementation of the Contract or within the timeframe as specified by rules, regulations or codes in the State of Kansas:

1. An emergency management plan specifically developed for the facility a minimum of 30 days prior to the Implementation Date of the Contract. The emergency plans shall be appropriately updated or modified to comply with the requirements of the appropriate regulatory authority, with a copy submitted to KDADS upon completion.
2. A plan for maintaining compliance with the requirements of The Joint Commission Environment of Care (EC) standards for design of the environment of care a minimum of thirty (30) days prior to the Implementation Date of the Contract and at least 30 days prior to every anniversary date thereafter. The plan must be appropriately updated or modified to comply with the requirements of the appropriate regulatory authority, with a copy submitted to KDADS upon completion.
3. The current Plan for Improvement on an annual basis.
4. A business continuity plan.
5. A plan for implementation of a fire watch.
6. A plan for implementation of Interim Life Safety Measures, 30 days prior to the Implementation Date of the Contract.
7. A plan for infection control 30 days prior to the Implementation Date of the Contract.
8. A plan of correction addressing code deficiencies cited by State Fire Marshal's Office, 30 days prior to the Implementation Date of the Contract.
9. A plan for educating contractors on life safety features of buildings and infection control prior to start of work, and procedures for verification of compliance, thirty (30) days prior to the Implementation Date of the Contract.
10. For approval, all proposed alterations or changes to building life safety features a minimum of 30 days prior to proposed start of work. No work may commence without KDADS approval.
11. The Contractor shall comply with article 49 of chapter 65 of the Kansas Statutes Annotated, and amendments thereto.

## **8.18 Security**

- A. Contractor shall develop and deploy security measures and adequate to meet the needs of the patients, employees and visitors of facility based upon the population served.
- B. Contractor shall develop and submit a security plan for the contracted facilities 30 days prior to the implementation date of the contract. The security plan must be appropriately updated or modified to comply with the requirements of the appropriate regulatory authority, with a copy submitted to KDADS upon completion.
- C. Contractor shall collaborate with local law enforcement to ensure that patients and staff are able to report crimes that may occur at the facility.
- D. Contractor shall maintain and/or implement adequate safety plans as requirements within K.S.A 75-7c01 through K.S.A. 75-7c20 (Kansas Concealed Carry Law).

## **8.19 Financial Capacity, Expertise, Payments, Incentives**



A. Contractor shall maintain sufficient financial capacity and expertise necessary to successfully perform the requirements of the contract and will report total financial condition to KDADS biannually.

B. Payment Provisions by KDADS to Contractor:

1. KDADS intends to fund the contract below at its historic bed-day costs for OSH.
2. KDADS anticipates a mix of prospective payment and third party billing.
3. Contractor shall bill all available third party payors prior to seeking payment from KDADS.

C. KDADS anticipates that contract arrangements with the Contractor shall include annual performance incentives related to:

1. Reduction in average length of stay of indigent patients from historic levels;
2. Reduction in potentially preventable readmissions from historic levels;
3. Reduction in hospital census of long-term patients; and
4. Other performance measures, as mutually agreed.

## **8.20 Compliance Plan**

Contractor shall develop a compliance plan and related policies and procedures that are designed to prevent and detect fraud, abuse, waste, and criminal conduct by Contractor's employees or subcontractors in the organization's claims and billing practices. Contractor shall submit the plan, policies, and procedures to KDADS BHS Commissioner for review and written approval before implementation. At a minimum, the compliance plan and policies and procedures shall address:

1. Development and implementation of Contractor's compliance plan, policies and procedures;
2. Identification of specific high-level personnel assigned the overall responsibility to oversee compliance with the plan, policies and procedures;
3. Ensuring Contractor does not delegate substantial discretionary authority to individuals with a history of activity the plan is designed to prevent or detect;
4. Effective communication of the Contractor's compliance standards and procedures to all employees and agents;
5. Ensuring Contractor takes reasonable steps to achieve compliance with its standards and procedures by implementation of monitoring and auditing systems;
6. Ensuring consistent enforcement of Contractor's compliance standards and procedures through appropriate disciplinary mechanisms; and
7. Ensuring that Contractor takes all reasonable steps to respond appropriately if fraud, abuse, waste or criminal conduct is detected.

## **8.21 Availability and Retention of Records**

A. Contractor shall maintain and make available to KDADS all records required to be maintained under this RFP. Contractor shall produce copies of requested records free of charge to KDADS.

B. Contractor shall maintain originals of the following records at the contracted facilities:

1. all patient records;
2. all patient satisfaction records;
3. all patient complaint and fair hearing records;
4. all policies, manuals, and standard operating procedures, including all human resources policies and procedures;
5. all records relating to insurance policies required for reimbursement, patient care; or by third party

- payors;
6. all employment records;
  7. all required hospital credentials, including licenses, certifications and accreditations;
  8. all staff credentialing and privileging records;
  9. all staff training records;
  10. all records relating to quality management and performance improvement activities;
  11. all reports required by any state or federal agency;
  12. accounting and other financial records;
  13. equipment leases;
  14. contracts with consultants and subcontractors performing work related to this RFP;
  15. records related to matters in litigation;
  16. computer and data processing systems documentation, including but not limited to, reports, data flow diagrams, data models, data dictionaries, hardware, software and other subsystems configurations;
  17. general business records,
  18. all records pertaining to commitment and court order medications, and
  19. other business records required to be maintained by federal or state laws, rules or regulations, or necessary to meet the requirements of this RFP.

C. Contractor shall maintain supporting documentation for reported expenditures and shall make such documentation available to KDADS upon request for a period of six years after the close of the fiscal year in which the services were provided.

D. All records required under this RFP must be retained according to KDADS Records Retention Schedule. Accordingly, original records must be kept in the form in which they were created or obtained in the regular course of business for a minimum of seven years. Electronic records, with redundant backups, may be substituted for the original records after the originals have been retained for seven years, if the retention system is reliable and is supported by a retrieval system that allows reasonable access to the records. Contractor shall pay all costs associated with retrieval of records by or for KDADS.

E. Contractor shall maintain patient medical records in compliance with The Joint Commission standards and in accordance with HIPAA and HITECH regulations, including tracking the release of records.

F. Contractor shall designate a qualified individual to serve as the custodian of records.

## **8.22 Information Services and Technology**

A. Contractor shall use a nationally recognized information technology program to maintain medical records and billing information. Contractor shall be responsible for the timeliness, accuracy, and quality of all data entered in the information systems. Contractor shall grant the KDADS Secretary and BHS Commissioner access to the system.

B. Descriptions of the proposed systems, hardware, and network costs shall be provided during the bid process.

## **8.23 Computer Local Area Networks, Hardware, and Software**

A. Contractor must be compatible with article 68 of chapter 65 of the Kansas Statutes Annotated, and amendments thereto, as well any State of Kansas Information Technology policies and/or procedures.

B. Contractor shall comply with the standards for electronic transactions and code sets adopted under the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d et seq. (HIPAA); 45 CFR Parts 160 and 162, subparts A and E (the Privacy Rule); security standards adopted by the U.S. Department of Health

and Human Services; The Health Information Technology for Economic and Clinical Health (HITECH) Act enacted on February 17, 2009, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5); 42 CFR Part 2 records, and any subsequent amendments to the above referenced regulations.

C. Contractor shall acknowledge that funds may not be expended in connection with the purchase of an automated information system unless the system meets certain statutory requirements relating to accessibility by persons with disabilities. Contractor must represent and warrant to KDADS that the technology provided to KDADS for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, or it provides equivalent access for effective use by both visual and non-visual means:

1. presents information, including prompts used for interactive communications, in formats intended for both visual and non-visual use, and
2. is integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

D. The phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the ADA or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

## **8.24 Human Resources**

A. Contractor shall process all background checks through KDADS. Contractor shall conduct pre-employment criminal history and registry clearance of all applicants for employment and a pre-assignment criminal history and registry clearance of all applicants in accordance with article 5 of chapter 65 of the Kansas Statutes Annotated, and amendments thereto; article 23 of chapter 38 of the Kansas Statutes Annotated, and amendments thereto; and article 66 of chapter 21 of the Kansas Statutes Annotated, and amendments thereto. This requirement extends to all employees, volunteers, students, contracted and locum tenens doctors and clinical staff. The background check shall include: a check of the child abuse and neglect central registry, adult abuse neglect and exploitation central registry and the Kansas automated eligibility, child support (Welfare Fraud) enforcement system, and check the Kansas Nurse Aide Registry, if applicable. Contractor shall require fingerprints to be submitted to a fingerprinting/criminal history service approved by the Federal Bureau of Investigation and the Kansas Bureau of Investigation to determine that such person does not have any of the statutory bars to employment. Contractor shall maintain verification of background check clearance at the hospital for review by KDADS upon request.

B. In recognition of the sensitive nature of the rendering of psychiatric services, Contractor agrees that in the event that KDADS, in its discretion, is dissatisfied with any of the personnel provided under this contract, the KDADS may request that the facility deny access personnel. KDADS shall give written notice to the Contractor of such fact and the reasons therefore; and the Contractor shall remove the individual in question from the programs covered herein and cover with other appropriate personnel until an approved replacement is found.

C. Contractor shall at all times maintain licensed, as necessary, trained and competent staff sufficient to safely operate the facility and to provide individualized services according to each patient’s needs.

D. Contractor shall ensure that staff has benefits, which may include, but are not limited to health insurance,

retirement benefits, sick pay, and vacation time.

E. Contractor shall develop and maintain human resources policies and procedures that address the following:

1. minimum qualifications of staff;
2. licensure and certification requirements;
3. recruitment and selection of qualified staff;
4. position descriptions and performance evaluation process;
5. compensation of staff;
6. benefits program;
7. pre-employment screening, including criminal history, abuse, neglect and exploitation, fraud, and controlled substance;
8. performance reviews and corrective actions;
9. equal employment opportunity practices (EEO) and sexual harassment, and
10. any other employment practices.

F. Contractor shall ensure and document that all staff have appropriate credentials, including professional licenses, driver's licenses, registration or certifications, and that these credentials are maintained throughout employment. Contractor shall require the facility to conduct primary source verification for all licensed positions, as applicable. All staff required to be licensed must be licensed by and in good standing with the State of Kansas. Proof of licensure shall be maintained at OSH and available upon request to KDADS.

G. Contractor shall require all applicants for employment to undergo controlled substance testing prior to employment. All applicants must be prohibited from employment at the facility for one year if:

1. the applicant refuses to submit to a pre-employment controlled substance test; or
2. the testing entity's medical staff of the testing entity verifies the test results are positive for the use of controlled substances.

H. Contractor shall encourage and promote diversity in the facility's workforce so that it represents the diversity of the State of Kansas and, in particular, the diversity of the patients being served.

### **8.25 Staff Training and Education**

A. Contractor shall implement a staff training program that ensures all staff at the facility receives initial and ongoing training required by federal and state laws, rules and regulations, as necessary to enable the staff to perform their duties, including emergency medical care, effectively, efficiently, and competently.

B. Contractor shall ensure that all employees and subcontractors who provide training and education to staff at the facility are appropriately qualified, competent, and when required, licensed or certified to provide the training in the subject matter.

C. Contractor employees must receive and demonstrate training competence according to the Minimum Training Requirements (MTR) for facility employees using KDADS curricula or a KDADS approved alternative. Examples may include but are not limited to:

1. Identifying, reporting, and preventing abuse, neglect and exploitation;
2. Patient rights;
3. Person Directed Treatment Planning (assisting patients in planning and achieving outcomes);
4. Observing and reporting significant information about patients;

5. Confidentiality/HIPAA;
6. Emergency response;
7. CPR and choking;
8. HIV/AIDS;
9. Infection control;
10. Seizure safety;
11. Principles of behavior management;
12. Preventing and managing behavioral crises, including use of restraints;
13. EEO practices and sexual harassment;
14. Defensive driving, for vehicle drivers;
15. MANDT training; and
16. Substance abuse treatment.

D. Direct care staff must receive additional training on identifying signs and symptoms of abuse, neglect, and exploitation.

E. Contractor shall implement a classroom program or on-the-job training program that provides and promotes skills and competencies for employees to address the specific needs of the patients.

F. Contractor shall endorse the active participation of professional staff in training and education to support the staffs' continued competence in providing quality services.

G. Contractor shall use the training curricula developed by KDADS or KDADS-approved alternative curricula. As new curricula are developed, the Contractor shall implement those requirements or KDADS approved alternative.

H. Contractor shall maintain documentation of employee training and competencies, and shall make such documentation available to KDADS upon request.

## **8.26 Quality Management and Performance Improvement**

A. Contractor shall develop a quality management and improvement plan. This plan shall be provided to KDADS BHS Commissioner for review and written approval prior to implementation. The plan shall describe Contractor's continuous program for evaluating and improving the quality of clinical and non-clinical services and shall include:

1. Measurement of performance using objective quality indicators;
2. Implementation of individual and system interventions to improve the quality of services;
3. Evaluation of the effectiveness of the interventions, and
4. Planning and initiation of activities for increasing and sustaining improvements in the quality of services.

B. Contractor's quality management and improvement plan must ensure continued compliance with TJC, including the method of development, implementation, and monitoring of plans of corrective actions and areas needing improvement to maintain compliance.

C. Contractor's plan must address evaluation and improvement in patient outcomes of services contributing to quality of life and in organizational structure and processes that support quality services.

D. Contractor's plan must also address the interface between the quality management functions and the risk management functions, including the seven environments of care plans required by The Joint Commission. These seven environments of care plans are:

1. Safety;
2. Security;
3. Hazardous materials and waste;
4. Emergency management;
5. Fire risk management;
6. Medical equipment, and
7. Utilities.

E. Contractor shall conduct patient and family satisfaction surveys annually and as requested by KDADS, and integrate the results of the surveys into the quality management and improvement plan. Contractor shall utilize a standard, industry approved survey or Contractor shall submit its survey to KDADS Secretary for review and approval prior to its use.

### **8.27 Community Relations, Volunteer Services, Donations**

A. Contractor shall establish and maintain comprehensive, coherent and appropriate contacts and linkages with the community organizations, businesses, colleges/universities within the State, and facilitate the integration and acceptance of patients in the community.

B. Contractor shall develop processes to ensure a positive working relationship with patients, family members, legally authorized representatives, primary Contractors, advocacy groups, parent groups, and other interested stakeholders.

C. Contractor shall establish practices and procedures to ensure linkages and positive relationships with other partners in the continuum of care, including CMHCs, private and publicly funded community providers, local offices of state agencies, local law enforcement, the courts, and other entities. Contractor shall conduct satisfaction surveys with CMHCs, private and publically funded community providers, local offices of state agencies, local law enforcement, the courts, and other entities, annually and when requested by KDADS. Contractor shall utilize a standard, industry approved survey or Contractor shall submit its survey to KDADS Secretary for review and approval prior to its use.

D. Contractor shall establish and maintain comprehensive, coherent and appropriate contacts with the community, local governments, the judiciary, and law enforcement community.

### **8.28 Abuse, Neglect, Exploitation, Incident Management**

A. Contractor shall comply with article 14 of chapter 39 of the Kansas Statutes Annotated, and amendments thereto, and 42 CFR 482.13, Reporting Abuse, Neglect or Exploitation of Certain Persons.

B. Contractor shall comply with KDADS' policies and procedures on reporting allegations of abuse or neglect.

C. Contractor shall ensure that their patients' rights personnel document all allegations of patients' complaints and customer service requests.

D. Contractor shall report all deaths to KDADS' BHS Commissioner immediately.

E. Contractor shall report and give notice of all patient deaths as required by law, including article 29 of chapter 59 of the Kansas Statutes Annotated, and amendments thereto; and article 29b of chapter 59 of the Kansas Statutes Annotated, and amendments thereto. All deaths shall also be reported to KDADS' BHS Commissioner immediately.



F. Contractor shall report all deaths required to be reported related to seclusion and restraint to KDADS' BHS Commissioner within an hour.

G. Contractor shall report to KDADS' Secretary any incident that Contractor knows or reasonably believes would be an incident of concern to the community, catchment area, and/or the State of Kansas.

### **8.29 Performance Measures and Associated Remedies:**

KDADS shall monitor the performance of the contract issued under this RFP. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice. Contractor's operations and performance will be subject to periodic review by KDADS over the course of the contract. Contractor shall provide a year-end report that shall be due to KDADS BHS Commissioner by August 15<sup>th</sup>, annually. At a minimum the year-end report shall include, but is not limited to:

- Staffing & Recruitment
- Census, Admissions, Bed Availability
- Facility Infrastructure Improvements: Priorities & Goals
- Safety/Incident Reports
- Seclusion/Restraint data
- Financial Statements/Billing Documentation
- Conditions of Compliance: Maintenance Plan (quarter by quarter)
- Any additional information requested by the KDADS Secretary

### **8.30 KDADS' Secretary's Non-Delegable Duties:**

Contractor acknowledges that the Secretary of KDADS has certain duties that cannot be delegated to Contractor. Contractor further acknowledges that not all the non-delegable duties may be accounted for in this RFP. As a result, Contractor agrees it shall fully and promptly cooperate with requests made by the KDADS' Secretary to enable him to fulfill those non-delegable duties.

## **9. CONTRACTOR'S TECHNICAL PROPOSAL**

### **9.1 Technical Proposal**

The Technical Proposal shall address all subparts within section 9 of this RFP, including the following sections:

- Section 1 – Executive Summary
- Section 2 – Corporate Background and Experience
- Section 3 – Project Work Plan
- Section 4 – Value-added Benefits
- Section 5 – Assumptions
- Section 6 – Subcontracting Plan
- Section 7 – Certifications and Other Required Forms

### **9.2. Executive Summary**

In this section, condense and highlight the content of the Business Proposal to provide DOA with a broad understanding of the Contractor's approach to meeting the RFP's business requirements. The summary must demonstrate an understanding of DOA's goals and objectives for this procurement. Provide a narrative explaining in detail the strategies and innovations that shall enable the Contractor, if selected, to operate OSH at the quality levels required under the RFP for all eligible patients. The section should include the following information: Please also include information about predecessor corporations within the past ten years.

### **9.3 Corporate Background and Experience**

- A. Describe the Contractor's corporate background as it relates to projects similar in scope and complexity to the project described in this RFP.
- B. Include a description and at least three (3) references from projects performed within the last five (5) years that demonstrate the Contractor's ability to perform the Scope of Work described in the RFP. Include contract dates and contact information (customer points of contact, address, telephone number and email address). The Contractor must explain whether it performed the work as a prime contractor or subcontractor. If the Contractor performed the work as a subcontractor, the Contractor must describe the scope of subcontracted activities.
- C. If the proposal includes the use of subcontractors, include a similar description of each subcontractor's corporate background and experience. It must describe any existing or ongoing relationships with the subcontractor(s), including project descriptions.
- D. Describe Contractor's qualifications to provide services required under the RFP, including an outline of organizational capabilities, and goals and purposes. Include evidence of previous accomplishments in operation of a psychiatric facility.
- E. Describe Contractor's experience in operating or providing:
1. The Joint Commission-accredited/Medicare-certified inpatient psychiatric facility (note the size of the facility you refer to by number of beds);
  2. Privatized state-owned Hospitals or residential facilities;
  3. Mental health programs and services; and
  4. Treatment and services for populations that are currently serviced in the ~~OSH catchment area~~ State of Kansas.
- F. Describe Contractor's other experience relevant to the services required in this RFP.

- G. Describe the experience of Contractor's key personnel and proposed subcontractors who shall direct and participate in the work.
- H. Describe Contractor's business form (e.g., corporation, partnership, etc.).
- I. Identify the date and state of incorporation, applicable.
- J. Identify names and addresses of principal officers, directors or partners.
- K. Provide brief biography of individual who shall serve as Contractor's Contract Manager of the Contract.
- L. Provide documentation from the Kansas Secretary of State that indicates that the Contractor is properly certified to conduct business in the State of Kansas, if applicable.
- M. Provide a copy of the Contractor's independently audited financial statement with all sub-schedules and footnotes to include a balance sheet, profit and loss statement, change in financial position, audit opinion, retained earnings, and cash flows for each of the last two audited years. If independently audited financial statements do not exist, Contractor shall state the reason why and submit sufficient information to determine the financial capacity of Contractor.
- N. Provide a copy of Contractor's annual reports, financial rating reports, or other documents indicating the financial condition of the Contractor.
- O. Describe other Contractor's relevant organizational, biographical or financial information.
- P. Answer the following questions in detail:
1. Has Contractor filed for bankruptcy in the past 10 years? If yes, please explain the circumstances of each incidence, including the date, case number, court, and disposition of the bankruptcy.
  2. Has Contractor been required to work out a settlement regarding its performance of contractual obligations through negotiation or other formal method of dispute resolution? If yes, please explain the circumstances of each incidence, including the issue, the method used to resolve the dispute, the outcome, and the current status of any payments required to be made by Contractor or other party to the dispute.
- Q. Describe Contractor's experience with TJC, CMS, and IMD surveys. Submit all survey reports and scores for the past three years from facilities owned or operated by the Contractor and that of any affiliated contractor/subcontractors..
- R. Describe Contractor's proposed management plan designed to ensure the contracted facility shall maintain all accreditations and certifications.
- S. Describe any circumstances under which facilities operated by Contractor lost certification or accreditation or suffered punitive actions or sanctions from licensing, regulatory, or accreditation agencies.
- T. Describe Contractor's mission, values, and goals as it relates to operating or managing a psychiatric hospital.

#### **9.4 Resumes**

Identify and describe the Contractor's and its subcontractor's proposed labor skill set and provide resumes of all proposed key personnel (as listed under Section 8.5.B of the RFP). Resumes must demonstrate experience germane to the position proposed. Resumes shall be limited to 2 pages in length per individual and should include work on projects cited under the Contractor's corporate experience, and the specific functions performed on such

projects. Each resume should include at least three (3) references from recent projects. References may not be the Contractor's or subcontractor's employees.

## **9.5 Financial Capacity**

A Contractor must supply evidence of financial stability sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this procurement. Contractors must submit a current financial statement plus two (2) years of audited financial reports including all supplements, management discussion and analysis, and actuarial opinions. At a minimum, such financial statements and reports shall include: balance sheet; statement of income and expense; statement of changes in financial position; cash flows; and capital expenditures. If the Contractor is a corporation that is required to report to the Securities and Exchange Commission, it must submit its two most recently filed SEC Forms 10-K and annual report to shareholders. If any change in ownership is anticipated during the twelve (12) months following the proposal due date, the Contractor must describe the circumstances of such change and indicate when the change is likely to occur.

## **9.6 Corporate Guarantee**

If the Contractor is substantially or wholly owned by another corporate (or other) entity, DOA reserves the right to request that such entity unconditionally guarantee performance by the Contractor in each and every term, covenant, and condition of the contract as executed by the parties.

## **9.7 Bonding**

The Contractor must confirm that it shall obtain and maintain a performance bond during the term of the contract. The bond must:

- Be issued by a surety or other entity duly licensed and authorized to conduct business in the State of Kansas and rated "A" or better by a rating agency acceptable to DOA;
- Be in an amount not less than fifty percent of selected facility operating costs for three months;
- Name DOA as a joint loss payee of the bond; and
- Be tendered to DOA within ten (10) business days after the execution of the contract. Any applicable renewal of the bond must be tendered to DOA within ten (10) days of issuance.

### **9.7.1. Value-added Benefits**

Describe any services or deliverables that are not required by the RFP that the Contractor proposes to provide at no additional cost to DOA. Contractors are not required to proposed value-added benefits, but inclusion of such benefits may result in a more favorable evaluation.

### **9.7.2. Assumptions**

State any business, economic, legal, programmatic, or practical assumptions that underlie the Contractor's response to the Business Proposal. DOA reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by DOA.

### **9.7.3. Certifications and Other Required Forms**

Contractors must submit the following required forms with their proposals:

- Child Support Certification;
- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;

- Federal Lobbying Certification;
- Nondisclosure Statement;
- Required Certifications; and
- Contractor Information and Disclosures.

KDADS encourages Contractors to access the DOA website, <http://www.admin.ks.gov/> page and enter a search for this procurement for updates regarding this RFP. Submit questions prior to the deadline for submitting the RFP (see Section 2.4).

#### **9.7.4. Organization**

- A. Submit a proposed organizational chart showing Contractor's proposed basic functions, the proposed number of employees or subcontractors performing those functions, and a list of key proposed positions responsible for the basic functions.
- B. Identify each individual, if known, who shall perform the key positions, and include a brief summary of each identified individual's experience relevant to his or her performance under the proposed Contract.
- C. Describe Contractor's proposed direct care staffing plan that identifies the number and type of staff by position, by clinical department, and by unit. Provide discrete direct care staffing for inpatient, ancillary, and residential services.
- D. Contractor shall submit a budget establishing a plan for staffing at all levels, including pay rates and wages.
- E. Describe Contractor's proposed plan for providing administrative and clinical coverage 24 hours a day, seven days a week in the contracted facility.
- F. Describe Contractor's proposed plan for implementing the State Hospital Governing Body Bylaws.
- G. Describe Contractor's ability to ensure that the contracted facilities operate under same standard of care as KDADS.

#### **9.8 Staff Job Descriptions**

Provide proposed job descriptions for all key positions and include minimum qualifications and a general description of the roles and responsibilities for each position.

#### **9.9 Compliance Plan**

Submit a copy of Contractor's current compliance plan for a currently or previously operated facility or, in the alternative, describe the elements to be contained in the compliance plan for the contracted facility.

#### **9.10 Availability and Retention of Records**

Describe the proposed qualifications and responsibilities of Contractor's custodian of records.

Describe Contractor's proposed maintenance of records procedures, including security, tracking, storage and retrieval.

#### **9.11 Information Services and Technology**

- A. Provide the names, duties, necessary experience and expertise and professional licensing, of known staff,

including employees and subcontractors, who shall be responsible for directing or managing information services and technology under the proposed contract, and describe the key responsibilities and duties of each such employee and subcontractor.

B. Provide a description of Contractor's proposed staffing for support of information services and technology, including the names, titles, and supervisory reporting of the director or manager of the unit. For positions filled by subcontractors simply state "subcontractor".

C. Describe Contractor's experience in the development and maintenance of information technology infrastructure hardware and software, including networks, servers, workstations and printers.

D. Describe Contractor's experience in the use of electronic medical record software to manage the clinical and billing operations of a medical care facility.

E. Describe Contractor's experience in the use of software to manage the maintenance operations of a Facility, including preventative maintenance, work orders, and building deficiency management.

### **9.12 Human Resources**

A. Submit Contractor's proposed human resources policies and procedures.

B. Submit Contractor's employee benefits information.

C. Describe Contractor's proposed facility staffing by discipline and classification, and proposed salary structure and benefits package, and explain how the proposed staffing, salary structure and benefits package would be appropriate to the facility. *See Sections 8.5(A) and 8.24.*

D. Describe Contractor's proposed pre-employment screening procedures, including, but not limited to, criminal history, abuse/neglect, controlled substance testing, and other necessary activities. The procedures must indicate the frequency of reviews, source of screening materials, comprehensiveness of reviews, and type of documentation to support each review.

E. Describe Contractor's proposed procedures to verify and document required credentials, including licenses, certifications, experience, and education, and to ensure maintenance of these credentials throughout employment.

### **9.13 Staff Training and Education**

A. Describe Contractor's proposed plan, policies, and procedures for conducting staff training, including the qualifications of instructors, required training by position classification, specialized training, and the timelines and frequency for employees to receive the training, ongoing maintenance of staff training and education, and review, and approval of the policies and procedures.

B. Describe and/or provide proposed training materials.

### **9.14 Quality Management and Performance Improvement**

A. Submit a performance improvement plan from a currently-operated facility of Contractor or a proposed plan addressing the elements in this RFP.

B. Submit the annual evaluation report of the performance improvement plan submitted in response to Subsection 9.13, part A above.

C. Provide a summary of the quality of care provided in Contractor's currently or previously operated facilities as measured by:



- a. surveys by accrediting and certifying agencies or organizations, and
- b. allegations and confirmations of abuse and neglect involving care provided at Contractor's facilities.

D. Provide Contractor's proposed detailed policies and procedures to ensure the confidentiality, security, and management of patient trust funds.

E. Provide Contractor's proposed internal controls to ensure compliance with federal standards and the requirements.

### **9.15 Patient Trust Funds**

A. Describe Contractor's experience administering patient trust funds.

B. Provide Contractor's proposed detailed policies and procedures to ensure the confidentiality, security, and management of patient trust funds.

C. Provide Contractor's proposed internal controls to ensure compliance with federal standards and the requirements.

### **9.16 Community Relations, Volunteer Services, Peer Support, Family, Guardian Relations and Donations**

A. Describe Contractor's experience and proposed plans for developing effective community relations with the entities identified in the RFP.

B. Describe the use of Peer Support Services proposed and whether this shall include volunteer peers and or employed Peer Support Staff.

C. Describe proposed policies around patient family, guardian and or other support systems in role of patient treatment and planning.

### **9.17 Abuse, Neglect, Exploitation and Incident Management**

A. Describe Contractor's philosophy regarding the development and maintenance of a therapeutic environment that prevents and minimizes incidents of abuse, neglect, and exploitation.

B. Describe Contractor's internal incident management and investigations procedures in a currently or previously operated facility. Explain any proposed changes to these procedures for OSH.

### **9.18 Confidentiality and Exchange of Information**

A. Describe Contractor's proposed procedures for ensuring confidentiality and exchange of information in compliance with applicable federal and state laws, rules and regulations.

B. Describe Contractor's proposed procedures for maintaining patient records, both electronic and paper.

C. Describe how Contractor shall ensure compliance with HIPAA with regard to access to the medical records at the facility.

### **9.19 Reports**

Describe Contractor's proposed procedures for ensuring timely submission of accurate and complete reports required under the RFP, including identification of positions responsible for the submissions.

## **9.20 Nondiscrimination**

Describe Contractor's proposed procedures for ensuring nondiscrimination toward patients, employees and applicants for employment.

## **9.21 Public Information and Media Contact**

Describe Contractor's experience and proposed procedures for communicating with the media, responding to all requests for public information, and notifying KDADS of significant media contacts and public information requests.

## **9.22 Subcontracts and Purchasing**

Describe Contractor's proposed procedures for monitoring subcontractors for compliance with all requirements under the RFP, including imposing remedies and sanctions for non-performance.

## **9.23 Coordination with Other Agencies**

Describe Contractor's experience in coordinating services with other state and local agencies.

## **9.24 Capacity and Expertise**

A. Describe how Contractor shall leverage existing resources within its organization to ensure that all requirements of the proposed contract are met.

B. Explain how Contractor shall use existing expertise to perform its obligations under the proposed contract.

## **9.25 Assessment and Collection of Patient Fees**

Describe Contractor's proposed process for charging patients for services in compliance with applicable state and federal regulations and outline proposed procedures for billing, accounts receivable management, and reporting.

## **9.26 Medicare and Medicaid Billing**

A. Describe Contractor's proposed process for billing Medicare and Medicaid beneficiaries/recipients for eligible services.

B. Provide detail on how the billing processes described in Subsection 9.25 above shall comply with state and federal regulations and describe the correlation between Medicare and Medicaid billing and the facility compliance program.

C. Describe Contractor's proposed procedures for eligibility determination, tracking of Medicare beneficiary coverage information, issuances of notices of non-coverage, issuances of advance beneficiary notices, accounts receivable maintenance and management, and credit balance reporting and recovery.

D. Describe Contractor's proposed monthly reporting procedures.

## **9.27 Third Party Recovery**

A. Describe how Contractor's third party billing procedures shall be conducted to ensure reimbursement from all liable payers for eligible services.

B. Describe Contractor's proposed procedures for identifying third party benefits, managing prior

authorization requirements, monitoring accounts receivable balances, and conducting appeals to ensure payment for covered services.

### **9.28 Allowable Costs**

- A. Describe Contractor's proposed procedures to ensure KDADS is billed only for allowable costs.
- B. Describe Contractor's proposed chargeback procedures that ensure timely recoupment of unallowable costs, including penalties and interest.

### **9.29 Financial Records**

- A. Describe Contractor's proposed procedures to ensure all financial records are maintained in accordance with General Acceptable Accounting Principles (GAAP).
- B. Describe Contractor's proposed procedures to ensure the integrity of all hospital and patient financial records.
- C. Describe Contractor's proposed procedures by which KDADS and other authorized state and federal agencies shall be provided access to all financial records that relate to the performance of the Contract.

### **9.30 Audits**

Describe Contractor's proposed plan to obtain a comprehensive annual independent financial and compliance audit.

### **9.31 Prompt Payment to Providers**

Describe Contractor's proposed payment process to reimburse vendors and subcontractors and identify how these payment processes comply with the Kansas Prompt Payment Act.

### **9.32 Cost Reports**

Describe Contractor's proposed process to provide KDADS with the necessary statistical and cost data to complete the Medicare and Medicaid Cost Reports.

### **9.33 Goals and Performance Measures**

Describe how Contractor shall seek to attain the goals, outputs, and performance measures set forth in the RFP

### **9.34 Admissions, Transfers, Discharges, Continuity**

- A. Describe Contractor's proposed procedures for coordinating with CMHCs, private and publicly funded community providers, local offices of state agencies, and other entities to ensure appropriate admissions, robust discharge planning, and maximization of continuity of care.
- B. Describe how Contractor shall manage transfers of patients in and out of the facility as directed by KDADS.

### **9.35 Patient Rights**

- A. Submit Contractor's proposed plan for ensuring that all patient rights are protected and exercised. The plan must address due process safeguards, ethical issues or concerns, and process for restoring rights for patients whose rights have been restricted.

B. Submit Contractor's proposed policies for addressing patient and family concerns, grievances, complaints, and rights violations.

C. Describe the role of advocates, guardians, families and other in the lives of patients served by the facility, including Contractor's proposed process for securing legal decision makers for patients who lack capacity.

### **9.36 Psychiatric and Rehabilitative Services**

A. Describe Contractor's experience in providing individualized psychiatric rehabilitation services.

B. Describe Contractor's treatment philosophy and methods for guiding individualized psychiatric rehabilitation services.

C. Describe Contractor's proposed plan to provide clinical staff to ensure the provision of individualized psychiatric services.

D. Submit Contractor's proposed plan to provide individualized rehabilitation services.

E. Describe Contractor's proposed plan to measure and evaluate the outcomes of treatment services.

F. Describe Contractor's proposed plan for ensuring sufficient supply of medications for patients at time of discharge or furlough.

### **9.37 Medical and Dental Treatment**

Submit Contractor's proposed plan describing how all medical care, including dental care, shall be provided.

### **9.38 Nursing Services**

A. Describe Contractor's proposed plans and nursing staff levels necessary to provide onsite 24-hour nursing services, including assessment, diagnostic, planning, intervention, treatment and evaluation of the patient's nursing care needs.

B. Describe Contractor's proposed plan to maintain nursing standards of care as required by the Board of Nurse Examiners rules, TJC, and Medicare and Medicaid Conditions of Participation.

### **9.39 Pharmacy Services**

A. Describe Contractor's proposed plan for staffing and providing pharmacy services, including the operation of on-site pharmacy, or alternative services. Please also address plans for after hours on call services.

B. Submit any drug formulary Contractor wishes KDADS to consider as an alternative to KDADS Drug Formulary. See Attachment A, KDADS Drug Formulary.

### **9.40 Ancillary Medical Services**

A. Describe how Contractor proposes to provide all ancillary services and how payments shall be made by and between the Contractor and the ancillary medical service provider.

B. Describe Contractor's proposed plan for providing or obtaining all appropriate and medically necessary inpatient and outpatient medical services for all patients regardless of ability to pay.

### **9.41 Nutrition and Food Services**

Describe Contractor's experience in working with subcontractors providing dietary services on a similar scale to

that proposed and monitoring patient care to ensure that nutritional requirements are met.

#### **9.42 Psychological Services**

Describe Contractor's proposed plan for providing psychological services, including how those services shall be integrated into the overall service delivery model to ensure the highest quality of care, as required in the RFP.

#### **9.43 Social Services**

Describe Contractor's plan for providing social services, including how those services shall be integrated into the overall service delivery model to ensure the highest quality of care, and in compliance with the Continuity of Care Rule.

#### **9.44 Other Patient Services**

- A. Describe Contractor's proposed procedures for providing patients the items and services required in the RFP.
- B. Describe Contractor's proposed procedures for ensuring access and availability of telephone services for patients with privacy for both incoming and outgoing telephone calls.
- C. Describe Contractor's proposed procedures for ensuring timely access for patients to send and receive mail.
- D. Describe Contractor's proposed procedures for ensuring the availability of Chaplaincy/Pastoral services and care to all patients as requested to meet their spiritual and religious needs and interests, in compliance with TJC.
- E. Describe Contractor's proposed plan for making available library services for patients with needs and interests in this area.
- F. Describe Contractor's proposed plan for making translation services available to patients.
- G. Describe Contractor's proposed plan for ensuring the continued operation of existing facility canteen.

#### **9.45 Specialized Programs**

- A. Describe in detail plans to maintain all programs currently in place at OSH or describe in detail proposed alternative programs.
- B. Describe Contractor's experience in providing the specialized program and treatment philosophy.

#### **9.46 Facility Operations and Support Services**

- A. Describe the key responsibilities of Contractor's proposed facilities manager and the managers directly responsible for facility (plant) management, grounds-keeping, utilities, laundry, housekeeping, transportation, property management, risk management, security, and any other facility operation or support service area.
- B. Describe Contractor's anticipated structure and staffing levels for each of the functional areas listed above, including the names (if known), titles, and reporting relationships of the director and managers.
- C. Submit professional resumes for all known employees and subcontractors that Contractor intends to place in the key positions identified above and listed on the organizational chart. Include the education, experience,

expertise, and professional licensing of each employee as it relates to this RFP.

#### **9.47 Utilities**

A. Discuss Contractor's proposed plans to ensure the continued operation of all utilities.

#### **9.48 Risk Management**

A. Describe how Contractor shall comply with the requirements of Kansas laws and Occupational Safety and Health Administration (OSHA) requirements related to providing safe working environments and Worker's Compensation. Provide examples of reports previously submitted to OSHA and the State of Kansas. If Contractor has not previously operated programs in Kansas, describe a plan to meet the reporting requirements for the State of Kansas.

B. Describe Contractor's experience in maintaining compliance with the requirements of The Joint Commission Environment of Care (TJCEC) and Life Safety (I.S) standards for design of the environment of care.

#### **9.49 Security**

Provide Contractor's proposed security plan, including an outline of policies and procedures that demonstrates how compliance with the requirements stated in this RFP shall be achieved.

#### **9.50 Facility Management**

A. Submit a comprehensive summary of Contractor's experience in maintaining and operating facility grounds, and other facility components similar to those at OSH.

B. Provide the information listed below for the facility operated in the last four years by Contractor that is most similar to OSH. If applicable, provide the same information for as many as three other similar facilities operated by Contractor.

1. Years of operation.
2. Total square footage of the hospital
3. The total number of buildings
4. Number of employees
5. The amount of space (gross square footage) of each of the following types of space per facility, as applicable:
  - i. Persons Served Sleeping (areas used for client sleeping areas such as residences, and infirmaries where clients routinely stay overnight)
  - ii. Persons Served General (areas used for client education, assembly, gymnasiums, habilitation therapy, dental, laboratory, and medical infirmaries where clients visit on an out-patient basis).
  - iii. Administration (areas used for the administration of the clients, employees and programs, unit offices, and education/training offices)
  - iv. Support Operations (areas used for infrastructure support, such as central kitchens, supply/warehouse, maintenance/grounds, transportation, and security.
  - v. The total annual maintenance costs per year for the years operated the facility.

C. Describe Contractor's experience in various areas of operations and maintenance, including but not limited to the areas listed below. Include the methods used by Contractor to ensure appropriately trained and certified technicians were utilized.

D. Describe Contractor's experience in the following areas:

1. Managing handicap accessibility in compliance with Kansas laws and ADA requirements, including



maintaining ADA transition plans.

2. Complying with the International Building, Mechanical, and Plumbing codes for mechanical and plumbing systems, and the National Electrical Code for electrical systems. Complying with ANSI/ASHRAE 62 and ANSI/ASHRAE 90.1 for HVAC ventilation and energy management.
3. Providing for solid waste services in accordance with Kansas laws, as applicable, including managing refuse collection and disposal, maintaining vehicle and equipment (such as wheelchairs) wash sites, and managing open and closed landfill requirements.
4. Managing and or participating in major repair/renovation/rehabilitation/construction projects.
5. Operating an automated work order system.
6. Managing space utilization, including planning and implementing moves of individuals with a variety of health-related challenges.
7. Operating and maintaining a CAD program in planning and documenting floor plan modifications, space utilization and construction projects.
8. Maintaining an automated capital asset tracking and planning system used to provide detailed budget information for planning capital construction, tracking deferred maintenance, and projecting future system replacements.
9. Employing an asset management system that includes tagging and tracking equipment (including ongoing maintenance cost), monitoring warranty information, and assigning preventive maintenance schedules to effectively maintain the equipment.

E. Describe the Contractor's experience in developing and maintaining a program for managing asbestos containing materials, in accordance with applicable requirements including KDADS (or similar) requirements.

F. Describe Contractor's experience in developing and maintaining a program for managing lead-based paint in accordance with KDADS regulations (or similar).

G. Describe Contractor's experience regarding hazardous materials and waste management, including the following:

1. Identifying, collecting, sampling, tracking, storing and manifesting for disposal of hazardous materials and waste, including medical waste, PCB material, mercury, asbestos, lead based paint, industrial solid waste, CFC refrigerant and waste water sludge.
2. Maintaining, storing, handling, using and documenting gasoline, diesel, propane and other flammable substances in accordance with all applicable state/federal rules and regulations.
3. Operating and maintaining hydro gas chlorinators.
4. Complying with regulations/policies regarding termite/pest control at OSH.

### **9.51 Groundskeeping**

Describe Contractor's experience performing groundskeeping activities and practices, incorporating all of the groundskeeping aspects.

### **9.52 Laundry and Housekeeping**

A. Describe Contractor's experience performing laundry services and describe how the requirements of the RFP shall be met.

B. Describe Contractor's experience performing housekeeping services and describe how the requirement of the RFP shall be met.

### **9.53 Transportation**

A. Describe Contractor's experience in operating and maintaining a vehicle fleet which consists of a variety of different type vehicles (e.g., sedans, vans, people movers, buses, etc.), including many that are powered by

alternate fuel.

B. Describe Contractor's experience related to vehicle titling and licensing, exempt plates, handicapped plates and parking placards, lien registration, etc.

C. Provide Contractor's proposed plan for meeting the transportation needs of ambulatory and nonambulatory clients, including medically-fragile individuals or individuals in need of emergency medical care, and for complying with ADA requirements.

D. Provide detailed risk management documentation including, but not limited to, driver qualification/underwriting, driver safety training programs, vehicle accident tracking and claim reduction procedures, and evidence of insurance supporting client transportation activities.

#### **9.54 Shared Services with Other Facilities**

A. Describe Contractor's understanding of the shared support services requirements.

#### **9.55 Transition from KDADS Management to Contractor Management**

~~A. Submit Contractor's detailed proposed 120 day transition plan on how the services currently provided by OSH shall be transitioned from KDADS to the Contractor without adverse impact to patients and their wellbeing, safety and services and addressing, at a minimum, the following areas: (Contractor should assume sixty days of active transition, a 30 day readiness site visit, followed by a final month of transition activities.)~~

- ~~1. Evaluation, recruitment and retention of current employees;~~
- ~~2. Recruitment outside the facility;~~
- ~~3. Maintenance of staffing levels during the transition period;~~
- ~~4. Facility Administrative Services;~~
- ~~5. Financial aspects of facility operations;~~
- ~~6. Patient Services;~~
- ~~7. Quality improvement program;~~
- ~~8. Facility Operations—Physical plant, laundry, food service, vehicles, etc.;~~
- ~~9. Facility Equipment—Inventory, inspection and identification/removal of unneeded assets;~~
- ~~10. Establishing and maintaining effective and positive relationships with community groups, advocacy groups, volunteer organizations, local CMHCs, private and public community service providers, and other stakeholders, and;~~
- ~~11. Establishing an effective and positive relationship with patients of OSH and their families, legal representatives and primary contacts.~~

~~B.A.~~ Specify and describe key dates, anticipated needs, responsibilities for each transition area, and identify Contractor's staff who shall be on the primary transition team, and other staff who shall be responsible for the transition process.

~~C.B.~~ Specify what information and support Contractor shall need from KDADS during the transition period

~~D.C.~~ Describe in detail how Contractor shall maintain the quality of patient care and attend to the concerns of patients, their families, and the community during transition.

~~E.D.~~ Describe how Contractor shall work with the community and other interested stakeholders during the transition.

#### **9.56 Transition Upon Contract Termination or Non-Renewal**

Describe Contractor's proposed actions, plans, timetables, and transition activities upon termination of the Contract, by either party, that shall allow the continuation of services with minimal interruption or disruption.

### **9.57 Value-added Benefits**

Describe any enhancements or additions to the system that are not required by the RFP that the Contractor proposes to provide at no additional cost to the KDADS/OSH. Contractors are not required to proposed value-added benefits, but inclusion of such benefits may result in a more favorable evaluation.

### **9.58 Assumptions**

State any business, economic, legal, programmatic, or practical assumptions that underlie the Contractor's response to the Technical Proposal. KDADS reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by KDADS.

## **10. CONTRACTOR'S COST PROPOSAL**

**10.1** Contractors cost proposal must be submitted in a separate, sealed package, clearly marked with the Contractor's name, the RFP number, and the RFP submission date.

Contractor shall provide a detailed cost proposal which identifies:

- the total cost of the project
  - Costs of salaries and wages
  - Other operating expenses, by category
  - Separately provide initial startup and transition costs
- the proposed cost of managing the contract, if any
- the cost per bed
- the number of beds for which Contractor expects to charge KDADS
- the number of beds identified for optimum efficiency and research supporting the calculations
- the total amount Contractor proposes to charge KDADS
- proposal for invoicing and payment.

Contractor shall explain in detail in the cost proposal narrative how the proposed operational plan shall be achieved while treating a population with the same characteristics and acuity levels as the population treated at OSH. Include projected third-party revenues.

Contractor should follow the following principles in developing its Cost Proposal:

- A. Contractor's cost proposal must be all-inclusive. Contractor shall include all transition costs, both in and out of this contract, as part of their overall cost proposal. All direct care, administrative, management, and other expenditures related to the operation of OSH must be included in the cost proposal.
- B. Contractor shall not assume that the terms, requirements or payments of this contract shall be adjusted for inflation in any respect during the contract period. KDADS does not routinely receive inflationary adjustments for its mental health facilities through the appropriations process.
- C. Contractor's cost proposal shall remain fixed, barring any adjustments by KDADS pursuant to Contract terms, for the duration of the Contract.

**10.2** For the purposes of this RFP and the associated cost proposal, the Contractor understands the terms below shall mean the following/include the:

- **Direct Labor:** The cost of direct labor is generally considered to be the cost of regular hours, shift differentials, and overtime hours worked by employees.
  
- Fringe Benefits include, but are not limited to:
  - Disability insurance
  - Employer portion of Medicare tax
  - Employer portion of social security tax
  - Health insurance
  - Life insurance
  - Pension plan contributions
  - Unemployment insurance
  - Workers' compensation insurance
  
- **Consultants/Subcontractors:** Subcontracts, Consultants
  
- **Other Contractual Services:**
  - Communications expenses (phone, data, postage, etc...)
  - Contracts for services
  - Rents (office space, copy machines, etc...)
  - Travel (vehicle rental, hotel, and airfare)
  - Training
  - Advertising
  
- **Materials/Supplies** include, but are not limited to:
  - Office supplies
  - Pharmaceuticals
  - Gasoline & auto repair parts
  - Other supplies and materials
  
- **Capital Outlay/Equipment:**
  - Computer/IT equipment
  - Software
  - Furniture
  - Medical equipment
  - Pharmaceutical equipment

**CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State shall pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract shall be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision shall be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions /Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

# REQUEST FOR PROPOSAL (RFP)

**Bid Event Number:** EVT000  
**Requisition ID:**  
**Document Number:** RFX000  
**Replaces Contract:**

**Date Posted:** ~~November 7, 2016~~ November 21, 2017  
**Closing Date:** \_\_\_\_\_, 2:00 PM CST

**Procurement Officer:** Aubrey Waters  
**Telephone:** 785-296-2401  
**E-Mail Address:** [aubrey.waters@da.ks.gov](mailto:aubrey.waters@da.ks.gov)  
**Web Address:** <http://admin.ks.gov/offices/procurement-and-contracts/>

**Agency:** Kansas Department for Aging and Disability Services (KDADS)  
**Item:** Operation of Osawatomie State Hospital

**Period of Contract:** Date of Award through June 30, 2022  
(With the option to renew for one (1) additional three (3) year period)

**Bid Guarantee:** No monetary bid guarantee required.

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This Bid Event was recently posted to the Procurement and Contracts Internet website.  
The document can be downloaded by going to the following website:

<http://admin.ks.gov/offices/procurement-and-contracts/>

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.



# SIGNATURE SHEET

**Item:** Operation of Osawatomie State Hospital  
**Agency:** Kansas Department for Aging and Disability Services (KDADS)  
**Closing Date:** \_\_\_\_\_, 2:00 PM CST

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation

\_\_\_\_\_

Mailing Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip \_\_\_\_\_

Toll Free Telephone \_\_\_\_\_ Local \_\_\_\_\_

Cell Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

Tax Number \_\_\_\_\_

**CAUTION:** If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. **DO NOT** enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Office of Procurement and Contracts at a later date.

E-Mail \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name \_\_\_\_\_ Title \_\_\_\_\_

In the event the **contact for the bidding process** is different from above, indicate contact information below.

**Bidding Process** Contact Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ City & State \_\_\_\_\_  
Zip \_\_\_\_\_

Toll Free Telephone \_\_\_\_\_ Local \_\_\_\_\_

Cell Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail \_\_\_\_\_

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

**Award** Contact Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip  
\_\_\_\_\_

Toll Free Telephone \_\_\_\_\_ Local  
\_\_\_\_\_

Cell Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail \_\_\_\_\_

DRAFT

**CERTIFICATION REGARDING  
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

\_\_\_\_\_  
Signature, Title of Contractor

\_\_\_\_\_  
Date

DRAFT

## TAX CLEARANCE INSTRUCTIONS

A “Tax Clearance” is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

**To obtain a Tax Clearance Certificate, you must:**

- Go to <http://www.ksrevenue.org/taxclearance.html> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KDOR will issue the certificate
- If issued an official certificate, print it and attach it to your signed renewal document
- If denied a certificate, engage KDOR in a discussion about why a certificate wasn't issued

**Contractors must submit a current Tax Clearance Certificate along with the signed Renewal Document. No renewal will be processed unless a current Tax Clearance Certificate is submitted.**

Per KSA 75-3740-(c), the Director of Purchases may reject the bid of any bidder who is in arrears on taxes due the State of Kansas. The Secretary of the Kansas Department of Revenue is authorized to exchange such information with the Director of Purchases as is necessary to determine a bidder's tax clearance status, notwithstanding any other provision of law prohibiting disclosure of the contents of taxpayer records or information.

**Please Note:** Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance requests may be denied if the request includes incomplete or incorrect information.

**Please Note:** You will need to sign back into the KDOR website to view and print the official tax clearance certificate.

Information about Tax Registration can be found at the following website:

<http://www.ksrevenue.org/busregistration.html>