



GULF COAST CENTER

REQUEST FOR PROPOSALS

for

**Galveston County Mental Health Wellness Center
After Hours Telepsychiatry Services**

**THE GULF COAST CENTER
4444 W. Main
League City, TX 77573**

Issue Date: July 9th, 2025

Due Date: __July 28th, 2025_____

**REQUEST FOR PROPOSALS FOR
Galveston County Mental Health Wellness Center
After Hours Telepsychiatry Services
Extended Observation Unit**

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DESCRIPTION OF GULF COAST CENTER

The Gulf Coast Center (GCC) is a Certified Community Behavioral Health Clinic as well as an agency of the State of Texas established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for the residents of Galveston and Brazoria Counties, Texas. The Center is a community center under Chapter 534 of the Texas Health and Safety Code, and is classified by the Internal Revenue Service as a 501(c)(3) tax-exempt organization.

GCC, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Center is a unit of government, under the sponsorship of the Galveston and Brazoria County Commissioners Courts.

Our mission is to provide accessible, efficient and quality services to support the independent and healthy living of those we serve.

DESCRIPTION OF SERVICES

The Gulf Coast Center seeks a qualified psychiatric provider with proven experience providing direct care via telemedicine to individuals in behavioral health residential and extended observation services settings.

Extended Observation Unit (EOU) operated by the Gulf Coast Center provides adult individuals, presenting on voluntary or involuntary status, with access to emergency psychiatric care 24 hours a day, every day of the year. EOU services are provided in a safe and secure environment and staffed by medical personnel, mental health professionals, and trained crisis support staff. EOU services must be delivered in accordance with Texas Health and Safety Code (THSC) Chapter 573 (relating to Emergency Detention); Title 26 Texas Administrative Code (TAC) Chapter 301, Subchapter G (relating to Mental Health Community Services Standards) and 26 TAC Chapter 306, Subchapter D (relating to Mental Health Services—Admission, Continuity, and Discharge). EOUs must have the ability to serve individuals with psychiatric symptoms ranging from moderate to severe, depending on the EOU's level of observation services, and coordinate an individual's transfer to a higher level of care after 48-72 hours when clinically indicated and ordered by a physician, preferably a psychiatrist.

The goals for Extended Observation include (1) provide prompt and comprehensive assessment for individuals during a behavioral health crisis, in accordance with 26 TAC §301.327(d)(C) (relating to Urgent care services), (2) provide immediate crisis assessment, psychiatric evaluation, and treatment for individuals experiencing a behavioral health emergency, in accordance with 26 TAC §301.327(d)(B) (relating to Emergency care services), (3) prompt crisis stabilization in a secure environment, (4) provide crisis resolution and linkage to appropriate services, (5) provide transition to clinically

appropriate levels of care when a crisis cannot be stabilized in a less restrictive setting, and (6) reduce inpatient and law enforcement interventions.

Gulf Coast Center is seeking proposals (“Proposals”) from qualified Proposers (as defined below) to provide for the arrangement and provision of telepsychiatry by physicians, physician assistants, or advanced practice nurses (each, a “Prescriber” and collectively, “Prescribers”), as more particularly described below (collectively, “Services”):

a) After-Hours/On-Demand Telepsychiatry: Access to Prescribers to provide on-demand psychiatric medical services to GCC clients (each, a “Client” and collectively, “Clients”) primarily during evening, night, and weekend hours for the Galveston County Mental Health Wellness Center location at 1207 South Oak St. La Marque, TX. 77568, which comprises a 12-bed Extended Observation Unit and a 12-bed Crisis Respite Unit. Reimbursement will be based on actual Services provided rather than a continuous hourly rate based on availability to provide Services. After-Hours/On-Demand telepsychiatry responsibilities will include but may not be limited to: conducting psychiatric evaluations on new admissions; entering admissions orders and coordination with on-site nursing staff; follow-up medication management as needed; accepting and/or providing verbal transition of care hand-off to from/to other psychiatric provider; and availability for urgent telepsychiatry assessment and triage for psychiatric or medical emergencies. These Services would be an “on-demand” basis where the Prescriber would be expected to be available within fifteen (15) minutes of a call from Gulf Coast Center staff. Proposer (as defined below) will ensure that Prescribers who provide the Services have appropriate and HIPAA-compliant telepsychiatry equipment and technical set-up. GCC will provide telepsychiatry equipment and set up on Extended Observation Unit.

b) Telepsychiatry: Access to Prescribers to provide scheduled telepsychiatry services to Clients. Proposer (as defined below) will ensure that Prescribers who provide the Services have appropriate and HIPAA-compliant telepsychiatry equipment, technical set-up, etc. Gulf Coast Center will provide access to, and training for, applicable platforms, including Electronic Health Record.

The on-demand and/or scheduled telepsychiatry services described herein may be collectively referred to as the “Telepsychiatry Services”.

High-quality audio and video, including related internet service, is necessary for adequate communication between the Prescriber and the Client in order to provide Telepsychiatry Services, and is the responsibility of the afterhours telepsychiatry provider at no cost to GCC.

Proposer(s) (as defined below) should have a strong history of providing the Services and be familiar with the licensing guidelines and other requirements applicable for psychiatric prescribers as governed by the Texas Medical Board, U.S. Drug Enforcement Agency (“DEA”) and all other applicable boards and agencies. Successful Proposer(s) (as defined below) must have Prescriber candidates with DEA-X waivers available, and if no suitable Prescriber candidates are available with DEA-X waivers at time of request for Services

then Prescriber candidates must obtain the DEA-X waiver if requested by GCC at no cost to GCC.

GENERAL INFORMATION

Gulf Coast Center anticipates awarding one (1) contract for the Services commencing on approximately September 1, 2025 (the “Contract”). Any Contract awarded as a result of this RFP will be prepared by Gulf Coast Center, and any Proposer (as defined below) selected for a Contract award may be referred to herein as a “Successful Proposer”.

**Proposals shall be submitted no later than
July 28th, 2025 at 4:00 PM CST (“Proposal Submission Deadline”).**

Proposals shall be delivered via electronic mail attachment to:

Gulf Coast Center
M. Renee Valdez, MD, PHD
bidsubmission@gulfcoastcenter.org

by any agent or representative designated by the person or entity submitting the Proposal (“Proposer”). Gulf Coast Center will determine the official time of receipt of each Proposal using the time/date of receipt of the Proposal shown by Gulf Coast Center’s email server; upon request, a receipt shall be sent via electronic mail to the deliverer of the Proposal, which indicates the date and time it was received. Proposals must be provided in a single .PDF format file. Proposals sent via any other method other than electronic mail as described above will not be accepted. Proposals received after the Proposal Submission Deadline will not be considered.

Any questions concerning the RFP specifications or process shall be directed M. Renee Valdez, MD, PHD at bidsubmission@gulfcoastcenter.org, no later than July 25th at 4:00 PM CST (“Question Submission Deadline”). All questions with respect to either the RFP specifications or process that are received by the Question Submission Deadline will be responded to in writing to all those known to have requested a copy of the RFP.

CONDITIONS

ACCEPTANCE/REJECTION OF PROPOSALS: Gulf Coast Center reserves the right to accept or reject any and/or all Proposals, to waive informalities or defects in Proposals, or to accept such Proposal(s) as it shall deem to be of the best value to Gulf Coast Center.

NEGOTIATION: Gulf Coast Center further reserves the right to negotiate with Proposers determined to have a reasonable chance of being selected. All such Proposers shall be afforded fair and equal treatment with respect to such negotiations, and no such Proposer

shall be given information that would give that Proposer a competitive advantage over any other Proposer.

CANCELLATION: Gulf Coast Center may also choose to cancel the RFP without award.

VALIDATION: Gulf Coast Center may validate any information in a Proposal by using outside sources or materials. If validation discloses that information provided by a Proposer is deliberately false, the Proposal will be ineligible for consideration.

ADDENDA: Gulf Coast Center reserves the right to modify, interpret and correct the RFP, and any modifications, interpretations or corrections to the RFP and specifications shall be made by written addenda. Gulf Coast Center's General Counsel shall have sole authority to issue addenda to this RFP. Addenda shall be provided to all who are known to have received a copy of the RFP. All such addenda become, upon issuance, an inseparable part of the specifications, which a Proposal must meet to be considered.

ALTERING PROPOSALS: Any corrections, deletions, or additions to Proposals must be made in writing and delivered by email to **Devon Stanley, PMP** at bidsubmission@gulfcoastcenter.org prior to the Proposal Submission Deadline. The Proposer shall submit substitute pages with an email documenting the changes and to which is attached the specific pages for substitution. The person who submits the email must have authority at least equal to that of the submitter of the Proposal.

WITHDRAWAL OF PROPOSALS: A Proposal shall not be withdrawn or cancelled by the Proposer unless the Proposer submits an email to that effect prior to the Proposal Submission Deadline. The submitter of the withdrawal email must have authority at least equal in authority to the submitter of the Proposal.

PUBLIC AVAILABILITY: **Gulf Coast Center is subject to and complies with the Texas Public Information Act, Chapter 552 of the Texas Government Code. All Proposals shall be open for public inspection after the RFP process is concluded, except for information contained in the Proposal that Proposer contends is covered by an exception to disclosure under the Texas Public Information Act that is in red ink and clearly identified by the Proposer as such.** Such information may still be subject to disclosure under the Public Information Act and other applicable law including, without limitation, opinions from the Texas Attorney General's Office.

SUBMITTED PROPOSALS: Submitted Proposals become the property of Gulf Coast Center and will not be returned to the Proposer. Proposer agrees that Gulf Coast Center has the right to use, reproduce and distribute copies of and to disclose to Gulf Coast Center employees, agents and contractors and other governmental entities all or part of the Proposal, as Gulf Coast Center deems appropriate to complete the procurement process or comply with state or federal laws and regulations.

SALES TAX: Gulf Coast Center is by statute exempt from payment of taxes applicable to the Services described herein; therefore, Proposals shall not include taxes.

LIMITATION OF LIABILITY: Gulf Coast Center will not enter into any Contract that purports to in any way limit the amount of damages recoverable under the Contract.

SUCCESSFUL PROPOSER MUST COMPLY with all applicable federal, state, county and local rules, codes, regulations, laws and standards. All Services must be in compliance with applicable federal, state, county and local rules, codes, regulations, laws, standards and executive orders as well as with all policies and procedures of Gulf Coast Center. A Contract may be subject to Texas Government Code Section 2252.908, which prohibits governmental entities such as Gulf Coast Center from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. By submitting a Proposal, Proposer agrees to fully comply with all applicable legal requirements including, without limitation, those of Texas Government Code Section 2252.908, as applicable.

EXCEPTION/SUBSTITUTIONS: All Proposals meeting the intent and requirements of this RFP shall be considered for award. Proposers taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions clearly as a separately identifiable part of the Proposal entitled “Proposer’s Exceptions”. The absence of such a statement shall indicate that the Proposer has not taken exceptions and Gulf Coast Center shall hold the resultant Proposer(s), if chosen as a Successful Proposer, responsible to perform in strict accordance with the specifications, terms, and conditions of this RFP and Successful Proposer’s Contract. Gulf Coast Center reserves the right to accept any and/or none of the exception(s)/substitution(s) as it determines to be in the best interest of Gulf Coast Center. Proposer agrees that all exceptions to this RFP as well as terms and conditions advanced by Proposer that differ in any manner from Gulf Coast Center’s terms and conditions are rejected unless expressly accepted by Gulf Coast Center in writing in a fully-executed Contract.

SILENCE OF SPECIFICATIONS: The apparent silence of this RFP as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best practices of quality services will prevail. All interpretations of this RFP shall be made on the basis of this statement.

LIMITATIONS: Any Proposer currently held in abeyance from or barred from the award of a federal or state contract can not contract with Gulf Coast Center.

CONSIDERATION: For a Proposal to be considered, the Proposer must meet Gulf Coast Center’s requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective Contract, and submit the completed Proposal according to the time frames, procedures, and forms stipulated by Gulf Coast Center. Additionally, Proposers shall, at a minimum, be currently licensed/certified in the trade, where applicable, that matches the work being proposed.

CONFLICT OF INTEREST: No public official shall have an interest in any Contract, in accordance with the Texas Local Government Code Title 5, Subtitle C, Chapters 171 and 176.

ETHICS: Proposer shall not offer to or accept any gifts of value from, or enter into any business arrangement individually with any employee, official or agent of Gulf Coast Center.

INDEMNIFICATION: Successful Proposer shall defend, indemnify, and save harmless Gulf Coast Center, and all of its trustees, officers, agents, and employees from all suits, actions, or other claims of any character, name and description (including, without limitation, any judgment cost awarded against and reasonable attorney's fees incurred by Gulf Coast Center) brought for or on account of any losses, injuries or damages either allegedly or actually received or sustained by any entity, persons, or property as either a direct or indirect result of the actions or omissions of the Successful Proposer and/or its employees, contractors and agents, or of Successful Proposer's non-compliance with the Contract.

ASSIGNMENT: Successful Proposer shall not subcontract, sell, assign, transfer or convey its rights and/or obligations with respect to any Contract, in whole or in part, without Gulf Coast Center's prior written consent.

INSURANCE: Successful Proposer shall maintain, at all times during its performance under the Contract, insurance coverage in not less than the following amounts per policy year:

General Liability: One million dollars (\$1,000,000) per claim;
Three million dollars (\$3,000,000) aggregate of all claims;

General Liability policy shall also include a waiver of subrogation in favor of Gulf Coast Center.

Automobile Liability: If a Successful Proposer-owned vehicle is used in the provision of Services, Successful Proposer must maintain automobile liability insurance coverage in the amount of at least one million dollars (\$1,000,000) combined single limit, with hired and non-owned coverage included;

If a Successful Proposer's employee's personal vehicle is used in the provision of Services, Successful Proposer's employee must maintain State of Texas required basic vehicle insurance coverage at all times;

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

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

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

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

CRIMINAL AND BACKGROUND CHECKS: Successful Proposer must ensure that no person will provide Services if that person has been convicted of any of the offenses listed in the Texas Health and Safety Code, Section 250.006(a).

ELIGIBILITY TO WORK IN THE UNITED STATES: Each Successful Proposer shall ensure that each person who provides Services is eligible to work in the United States at the time he/she provides Services, and Successful Proposer shall document such eligibility using USCIS Form I-9 for all such persons and maintain such documentation for at least six (6) years after the Contract ends, and make such documentation available to Gulf Coast Center upon request.

SELECTION OF SUCCESSFUL PROPOSER

- 1) Selection of the Successful Proposer, if made, will be based upon demonstrated competence, knowledge, qualifications and reasonableness of the proposed fee, where applicable, for the Services as evidenced by Successful Proposer's qualified Proposal.
- 2) Gulf Coast Center will make a good faith effort to contract with Historically Underutilized Businesses.
- 3) Issues concerning a specific Proposal(s) may be addressed by Gulf Coast Center either in writing or through an individual telephonic, electronic or in-person

meeting(s) with each applicable Proposer after an initial review of all Proposals. The interviews, if necessary, will be held after the Proposal Submission Date, and no Proposer participating in any such meeting shall be given information that would give that Proposer a competitive advantage over any other Proposer.

- 4) A selection(s), if made, will be based on the Proposal(s) that provides best value to Gulf Coast Center.
- 5) Gulf Coast Center reserves the right to enter into multiple Contracts with respect to the provision of the Services.
- 6) Proposals will be scored by the point system listed in the table below:

| SCORING CRITERIA | Points |
|--|-----------------|
| History and description of Proposer's services and competency (in Proposal Instructions and Guidelines Section IB) | up to 30 points |
| Demonstrated financial viability | up to 20 points |
| Fee Schedule | up to 20 points |
| Prescriber competence and recruitment (in Proposal Instructions and Guidelines Section II) | up to 10 points |
| Demonstrated appropriate and HIPAA-compliant technology | up to 10 points |
| HUB-eligible or HUB-certified | 10 points |

PERFORMANCE STANDARDS AND COMPLIANCE

- 1) Successful Proposer's Services will be of a standard quality and level of professionalism expected of those businesses engaged in the delivery of similar services. The methods and means employed in the delivery of the Services must be of a standard that will withstand both public and private scrutiny, and be in compliance with all applicable laws, statutes, regulations and ordinances as may be amended from time to time including, but not limited to, the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act ("ADA").
- 2) Successful Proposer will ensure that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, genetic characteristics, age, disability, or political affiliation will be excluded from participation in providing, or be denied the benefits of, the Services, or be subject to discrimination under any of the policies of the Texas Health and Human Services Commission or its related agencies (collectively, "HHSC"), or GCC.
- 3) Gulf Coast Center reserves the right to retain all performance by any Successful Proposer, and to recover all consideration paid to any Successful Proposer pursuant to a Contract thus permitting forfeiture of such Contract, in the event that Successful

Proposer (a) was doing business at the time of submitting the Proposal or had done business during the 365 day period immediately prior to the date on which the Proposal was due with an undisclosed key person, (b) does business with a key person after the date on which the Proposal is due and prior to full performance of the Contract and fails to disclose the name of any such key person in writing to Gulf Coast Center prior to commencing business with such key person, or (c) fails to submit a completed Form CIQ (see **Attachment B**) if required to do so by Chapter 176 of the Texas Local Government Code. A Key Persons List is attached to this RFP as **Attachment C**.

- 4) Successful Proposer shall furnish the Services in a prompt, efficient, and professional manner. If Successful Proposer cannot provide the Services within the Contract requirements, Gulf Coast Center reserves the right to solicit and/or procure any or all such Services outside the Contract and/or terminate the Contract.
- 5) Unless stated otherwise in this RFP, Successful Proposer will provide at its sole cost all necessary supplies, equipment, software, technology support and other items in order to furnish the Services properly as defined in the Contract.
- 6) Any Contract may be terminated without penalty for any reason or without cause by Gulf Coast Center by submission of written notice of at least 30 days.
- 7) Successful Proposer must have and maintain at all times during the existence of any Contract any and all required federal, state, and/or local licenses and permits with respect to the Services covered by the Contract.
- 8) Any Contract will be prepared by Gulf Coast Center and may contain provisions that are not described in this RFP.
- 9) Prescribers must document services provided to Clients in GCC's electronic health record (i.e. Streamline - SmartCare).
- 10) Successful Proposer shall prepare an invoice that includes each GCC division which requested Services, and submit invoices to GCC's Accounts Payable Department by the 10th day of each month, for Services provided during the immediately preceding calendar month. Invoices must be complete, legible, and properly signed with title, date, and time as required. The contents must meet applicable standards, reporting requirements and rules set forth by any governmental agency and/or GCC and include at a minimum the date of Telepsychiatry Service provided, start/stop time of Telepsychiatry Service, total time of Telepsychiatry Service, Client to whom Telepsychiatry Service was provided, Prescriber's name and Prescriber's credential.

PROPOSAL INSTRUCTIONS AND GUIDELINES

To facilitate the evaluation of Proposals, Proposers must prepare their responses to Sections I - IV (below) in the format and sequence specified below. Respond specifically to each

question posed. Do not simply make a general reference to any other document included with the Proposal. Failure to comply with this requirement could result in the Proposal being rejected by Gulf Coast Center in its sole discretion. Proposer may attach additional materials as necessary to provide supporting information and details. Catalogs or brochures about Proposer's products or services may be included as an addendum to the Proposal but not in place of specific responses to each item below. If the question does not apply to either Proposer or the Proposal, clearly mark "n/a".

I. GENERAL INFORMATION ABOUT PROPOSER.

A. Each Proposal MUST be accompanied by a signed, original Assurances Document and, if required, a Form CIQ (*Attachment B*).

B. Each Proposer MUST also respond to each of the following items completely by restating each item/question exactly as written and then providing a response.

- i. Provide the name, legal status (e.g. sole proprietorship, partnership, corporation, etc.), address and contact telephone number of Proposer. Provide the name of all persons owning a 5% or more interest in Proposer's business.
- ii. Include a copy of Proposer's financial statements (including balance sheets) from the past three (3) years.
- iii. Does Proposer meet the requirements for qualification as a Historically Underutilized Business ("HUB")? Attach a copy of any current HUB certificate to this Proposal. For purposes of this RFP, HUB has the same definition as does a "historically underutilized business" in Section 2161.001(2) of the Texas Government Code.
- iv. Provide a current Certificate of Account Status from the Texas Secretary of State which shows that Proposer is in good standing or that it is exempt from the state franchise tax.
- v. Provide copies of Proposer's current insurance coverage, with coverage to be at minimum those amounts described in the "Insurance" portion of the "Conditions" section, above.
- vi. Provide copies of any and all of Proposer's required federal, state, and/or local licenses and/or certifications required with respect to the Services.
- vii. State whether Proposer is currently on or has ever been placed on vendor hold by any agency or business. If "yes", provide pertinent dates and a detailed explanation.

- viii. State whether Proposer is currently or has ever been a defendant or party to a lawsuit. If “yes”, provide the cause number, names of parties, name of the court in which the lawsuit was filed, pertinent dates and a detailed explanation of the nature of the lawsuit and the ultimate disposition of the lawsuit.
- ix. Provide the names, telephone numbers, and addresses of at least three business references for whom Proposer provides services in Galveston County, Texas that are similar to the Services.
- x. List all licenses, certifications or professional affiliations for Proposer and include date of original certification/licensure and current certification/licensure expiration date. Identify if Proposer has ever been sanctioned or had any license/certification suspended by the licensing/certifying entity.

II. INFORMATION SPECIFIC TO SERVICES

For each item/question below Proposer must completely restate each item/question exactly as written and then provide a response. If the question does not apply to either Proposer or the Proposal, clearly mark “n/a”.

- A. Submit Proposer’s process for Prescriber applicant screening/background check information. Indicate if Proposer requires drug screening for Prescriber candidates whom it refers.
- B. Describe the process, if any, for checking on previous convictions of Prescribers seeking temporary and permanent placement through Proposer. GCC will not accept any Prescriber candidate offered by a Successful Proposer who has a conviction for an offense listed on GCC Bars to Employment (See **Attachment D**). Attach any policies and procedures regarding Proposer’s retention on its Prescriber roster of persons with criminal histories.
- C. Describe the process for checking on previous confirmed fraud, client abuse, client neglect, client exploitation or rights violations of Prescribers who are available through the Services, such as through CANRS, the Nurse Aide Registry, and/or the Employee Misconduct Registry.
- D. Provide a workflow chart and brief narrative for the process of referring a Prescriber candidate to provide the Telepsychiatry Services.
- E. Describe all measures Proposer uses to recruit Prescriber candidates for Services.

- F. List the credentialing documents maintained in Proposer's files for any Prescriber candidates whom it refers. Describe any reference or other checks performed by Proposer prior to referring a Prescriber candidate.
- G. List all the equipment that Proposer provides to Prescriber candidates who will provide the Telepsychiatry Services. Please describe the Proposer's information technology support system listing all staff, their titles and work hours they are available to assist in troubleshooting any technical issues that may arise.
- H. Does Proposer have a retention guarantee for any Prescriber candidate placed for employment and/or temporary staffing assignment with GCC? If yes, please describe.
- I. Describe Proposer's experience in using and supporting Prescribers in using Streamline SmartCare electronic health record to document Prescriber-provided services.
- J. Describe how Prescribers engage in culturally appropriate, person-centered practice(s).
- K. What professional development is required of Prescribers to increase their racial and cultural competencies?
- L. Describe how Proposer will provide Prescribers whose culture, race, ethnicity, religion and gender identity mirror the demographics of Galveston County, Texas.
- M. Please complete **Attachment C** "SERVICES RATE SHEET" for Services included in the Proposal.

III. FINANCIAL.

- A. Attach copies of the Proposer's audited financial reports for the last three years. *Label as Exhibit II.A.*
- B. Attach copies of the Proposer's Federal Income Tax returns for the last three years. *Label as Exhibit II.B.*
- C. If the Proposer is a corporation that is required to report to the Securities and Exchange Commission, it must submit its two most recent SEC Forms 10K, Annual Reports. If any change in ownership of Proposer is anticipated during the twelve (12) months following the Proposal Submission Deadline, the Proposer must describe the circumstances of such change and indicate when the change is likely to occur. *Label as Exhibit II.C.*
- D. Describe prior arrangements or any potential plans to subcontract part or all of these Services. All subcontracts must be approved by Gulf Coast Center, at its

sole discretion. Name all proposed subcontractors and provide the information on their staff credentials, licenses and certifications as provide for Proposer's staff. *Label as Exhibit II.D.*

IV. RISK PROFILE.

- A. Is Proposer currently or has Proposer, within the last five (5) years, been under investigation, or had a license or accreditation revoked by any state/federal/local authority or licensure agency? If yes, describe in detail.
- B. State whether Proposer is currently or has ever been a defendant or party to a lawsuit. If "yes", provide the cause number, names of parties, name of the court in which the lawsuit was filed, pertinent dates and a detailed explanation of the nature of the lawsuit and the ultimate disposition of the lawsuit.
- C. Has Proposer had any judgments or settlements entered against it in the last ten (10) years? If yes, describe in detail.
- D. State whether Proposer is currently on or has ever been placed on vendor hold by any agency or business. If "yes", provide pertinent dates and a detailed explanation.
- E. Attach any current Certificate of Account Status from the Texas Secretary of State which shows that it is in good standing or that it is exempt from the state franchise tax? *Label as Exhibit III.E.*
- F. Is Proposer currently held in abeyance or barred from the award of a federal or state contract? Has this occurred in the last 5 years? If yes, describe in detail.
- G. Has Proposer ever filed bankruptcy? If yes, describe in detail.
- H. Has Proposer or any of its affiliates ever had contracts cancelled by state, federal or local governmental entities? If yes, describe in detail.
- I. Attach Certificate(s) of Insurance showing Proposer's current insurance coverage, with coverage to be at minimum those amounts described in the "Insurance" portion of the "Conditions" section, above. *Label as Exhibit III.I.*

ATTACHMENT A SERVICES RATE SHEET

Please indicate Proposer's hourly rate for the categories and hours listed below. Costs must be fixed costs; do not use a range.

| Rate | Availability | Rate for Telepsychiatry provided by an MD and/or DO + | Rate for Telepsychiatry provided by an APN and/or PA + |
|--|---|---|--|
| Hourly Rate After-hours and Weekends <i>New Evaluations</i> Emergent within 1 hour of admission and 8 hours for urgent | Monday, Tuesday, Wed, Thursday: 5:00pm – 8:00am the next day Friday: 5:00pm – 8:00am Monday | | |
| Hourly Rate After-hours & Weekends As scheduled, or response within 30 minutes <i>Routine Follow-ups</i> Response Within 30 minutes - <i>Evaluation, Client request for discharge;</i> - <i>Evaluation, Client release from involuntary status</i> Immediate Response - <i>Emergency medication need</i> | Monday, Tuesday, Wed, Thursday: 5:00pm – 8:00am the next day Friday: 5:00pm – 8:00am Monday | | |
| Holiday Hourly Rate++ <i>Needs and timeframes as described above</i> | 8:00am-5:00pm | | |
| Premium Hourly Rate (all hours outside of those hours that are subject to the Hourly Rate or Holiday Hourly Rate) <i>Needs as described above.</i> | Timeframe as scheduled by GCC. | | |

Proposer must have a Prescriber available at stated times, or as scheduled by GCC, to provide the Telepsychiatry Services on-demand or as otherwise scheduled by GCC. Prescriber must (a) respond to GCC by phone within fifteen (15) minutes of the initial phone call to Prescriber by GCC for on-demand Telepsychiatry Services (“Initial Call”), and (b) provide the requested on-demand Telepsychiatry Services within time frames noted

in service rate table above. *The only exception is that for any emergency medication needs, the Prescriber must be available for immediate response and provision of services.*

If Prescriber does not reply to GCC within fifteen (15) minutes of an Initial Call and/or if the Prescriber is otherwise unable to provide the Services within thirty (30) minutes of GCC's request to do so (each with respect to requested Telepsychiatry Services) or as otherwise scheduled by GCC (each, an "Unavailability"), GCC's Operations Coordinator or designated staff person will notify Successful Proposer of the Unavailability. Upon the second instance of Unavailability by a Prescriber, GCC may elect to no longer utilize that Prescriber for future Telepsychiatry Services.

++ Holidays include New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

ATTACHMENT D

GULF COAST CENTER BARS TO EMPLOYMENT

The names of all GCC prospective employees and contractors are cleared through a pre-employment/contracting criminal history and registry clearance. The clearance will search data from the Texas Department of Public Safety, the U.S. Department of Health and Human Services Office of the Inspector General (OIG) List of Excluded Individuals, the DADS Nurse Aide Registry and Employee Misconduct Registry, and the Texas Department of State Health Services Client Abuse and Neglect Reporting System ("CANRS"). Additionally, a Federal Bureau of Investigation (FBI) fingerprint clearance is conducted for those individuals who have resided outside the state of Texas within the two years immediately prior to the Application date, and as may be required by certain funding contracts. A conviction for any of the offenses listed below is a bar to employment with and to providing services under a Contract with GCC:

- Kidnapping and unlawful restraint (Penal Code, Chapter 20);
- Criminal homicide (Penal Code, Chapter 19);
- Indecency with a child (Penal Code, §21.11) or continuous sexual abuse of young child or children (Penal Code, §21.02);
- Sexual assault (Penal Code, §22.011);
- Aggravated assault (Penal Code, §22.02);
- Injury to a child, elderly individual, or disabled individual (Penal Code, §22.04);
- Abandoning or endangering a child (Penal Code, §22.041);
- Aiding suicide (Penal Code, §22.08),
- Agreement to abduct from custody (Penal Code, §25.031);

- Sale or purchase of a child (Penal Code, §25.08);
- Arson (Penal Code, §28.02);
- Robbery (Penal Code, §29.02);
- Aggravated robbery (Penal Code, §29.03);
- Indecent exposure (Penal Code, §21.08);
- Improper relationship between educator and student (Penal Code, §21.12);
- Improper photography or visual recording (Penal Code, §21.15);
- Deadly conduct (Penal Code, §22.05);
- Aggravated sexual assault (Penal Code, §22.021);
- Terrorist threat (Penal Code, §22.07);
- Online solicitation of a minor (Penal Code, §33.021);
- Money laundering (Penal Code, §34.02);
- Medicaid fraud (Penal Code, §35A.02);
- Cruelty to animals (Penal Code, §42.09); or
- A conviction under the laws of another state, federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense listed under this paragraph; and
- A conviction of any of the following offenses during the five years before proposed employment or contract issuance:
 - (A) Assault that is punishable as a Class A misdemeanor or as a felony (Penal Code, §22.01);
 - (B) Burglary (Penal Code, §30.02);
 - (C) Theft that is punishable as a felony (Penal Code, Chapter 31);
 - (D) Misapplication of fiduciary property or property of a financial institution that is punishable as a Class A misdemeanor or felony (Penal Code, §32.45);
 - (E) Securing execution of a document by deception that is punishable as a Class A misdemeanor or a felony (Penal Code, §32.46),
 - (F) False identification as a peace officer (Penal Code, §37.12); or
 - (G) Disorderly conduct (Penal Code, §42.01(a)(7), (8), or (9))

In addition, Gulf Coast Center will not enter into a Contract with a Proposer that:

1. Has been convicted of other types of criminal offenses that may be considered a contraindication to contracting with GCC, in GCC's sole discretion;
2. Is listed as "revoked" in the Nurse Aide Registry;
3. Is listed as "unemployable" in the Employee Misconduct Registry; or
4. Is listed as having a confirmed finding with CANRS.

ATTACHMENT B

ASSURANCES DOCUMENT

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

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

Proposer Assures the Following:

1. Proposer has received all addenda and attachments to the RFP as distributed by Gulf Coast Center.
2. Proposer will not make any attempt to induce any person or firm to submit or not submit a Proposal.
3. Proposer will ensure that no person on the basis of race, color, national origin, religion, sex, age, sexual orientation, gender identity, genetic characteristics, veteran status, disability or political affiliation, will be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any Contract, under any of the policies of HHSC or Gulf Coast Center. Proposer does not discriminate in its service or employment practices on the basis of race, color, religion, sex, sexual orientation, genetic characteristics, national origin, disability, veteran status, age or political affiliation.
4. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
5. Proposer accepts Gulf Coast Center’s right to alter the timetables for procurement as set forth in the RFP.
6. The Proposal submitted by Proposer has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.

7. Unless otherwise required by law, the information in the Proposal submitted by Proposer has not been knowingly disclosed by Proposer to any other Proposer.
8. No claim will be made for payment to cover costs incurred in the preparation or the submission of the Proposal or any other associated costs.
9. The individual signing this Assurances Document is authorized to legally bind Proposer.
10. Proposer agrees to follow all applicable federal, state, county, and local laws, regulations, codes, standards, and all applicable Gulf Coast Center policies and procedures if chosen as the Successful Proposer.
11. No employee, local government officer or any family member thereof has directly or indirectly received any gift(s) with an aggregate value of more than \$100 in the 12-month period preceding the date the local government officer becomes aware that Gulf Coast Center is considering entering into a Contract with Proposer, but excluding a political contribution defined by Title 15 of the Texas Election Code, or food accepted as a guest. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such interests by including a completed Form CIQ, a copy of which is attached to this **Attachment B**, with the submitted Proposal. *See Attachment C.*
12. Proposer does not have a family relationship with a local government officer of Gulf Coast Center. If such family relationship exists, Proposer must disclose any knowledge of such relationships by including a completed Form CIQ, a copy of which is attached to this Assurances Document with the submitted Proposal. *See Attachment C.*
13. Proposer does not have any employment or business relationship with any corporation or other business entity with respect to which any local public official of Gulf Coast Center or any family member thereof serves as an employee, officer or director, or holds an ownership interest and no local public official of Gulf Coast Center or family member thereof has an employment or business relationship with Proposer, or holds an ownership interest in Proposer. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such relationships in a written statement included with this signed Assurances Document.
14. Proposer shall disclose in a written statement included with this signed Assurances Document whether any of the directors or personnel of Proposer has either been an employee or a trustee of Gulf Coast Center within the past two (2) years preceding the date of submission of the Proposal. This requirement applies to all personnel, whether or not identified as a Key Person. If such employment has existed, or any term of office been served, include in the written statement the nature and time of the affiliations as defined.

15. Proposer does not have any employment or business relationship with any corporation or other business entity with respect to which any local government officer of Gulf Coast Center either serves as an employee, officer or director, or holds an ownership interest of one percent or more, and no local public official of Gulf Coast Center or family member thereof has an employment or business relationship with Proposer, or holds an ownership interest in Proposer. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this **Attachment B**, with the submitted Proposal. *See Attachment C.*
16. No former employee or officer of HHSC and/or Gulf Coast Center directly or indirectly aided or attempted to aid in procurement of Proposer's service.
17. No local government officer or family member thereof is receiving or is likely to receive taxable income, other than investment income, from Proposer. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this **Attachment B**, with the submitted Proposal. *See Attachment C.*
18. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "vendor or applicant" shall mean Proposer; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to a Successful Proposer pursuant to this RFP.
19. Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
20. Proposer is currently in good standing for payment of all applicable state tax.
21. Proposer is in good standing with all state and federal funding and regulatory agencies; is not currently debarred, suspended, or otherwise excluded from participation in federal, state, county or city contract or grant programs; is not delinquent on any repayment agreements; has not had a required license or certification revoked; has not had a contract terminated by HHSC; and has not voluntarily surrendered an obligation issued by HHSC or any other entity within the past three (3) years.
22. Proposer agrees to provide the Services described in this RFP at the rate(s) of payment described in the Proposal.
23. Proposer is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.

24. Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP.
25. This Proposal shall remain in full force and effect until September 1, 2026 and may be accepted by Gulf Coast Center at any time prior to this date.
26. The requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Proposer agrees that the Contract can be terminated if the Proposer knowingly or intentionally fails to comply with a requirement of that Subchapter.

Proposer's Full Legal Name

Signature of Proposer's Authorized Representative

Printed Name and Title of Proposer's Authorized Representative

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT C

| Center's Key Persons List as of June 5, 2024 | | |
|---|---|----------------------------|
| Board of Trustee Members | Title | County of Residence |
| Jamie Travis | Board Chair | Brazoria |
| Rick Price | Board Vice Chair | Galveston |
| Sheriff Bo Stallman | Board Secretary | Brazoria |
| Vivian Renfrow | Board Treasurer | Galveston |
| Commissioner Stephen Holmes | Board Member | Galveston |
| Mary Lou Flynn-Dupart | Board Member | Brazoria |
| Jaime Castro | Board Member | Galveston |
| Caroline Rickaway | Board Member | Brazoria |
| Chris Cahill | Board Member | Galveston |
| Center Executive Leadership Management | Title | County of Residence |
| Felicia Jeffery, LPC | Chief Executive Officer | Galveston |
| Devon Stanley, DSL, PMP, PMI-ACP, CSEP | Chief Information Officer | Brazoria |
| Rick Elizondo, CPA | Chief Financial Officer | Galveston |
| Sarah Holt, BSN, RN | Chief Nursing Officer | Galveston |
| Linda Bell, JD, BSN, RN | General Counsel | Harris |
| M. Renee Valdez, MD, PhD, MS HCT | Chief Medical Officer | Galveston |
| Jerry Freshour, MPA | Director of Crisis and Community Outreach | Galveston |
| Amanda Groller, MS.Ed., LPC | Director of Innovative and Special Projects | Galveston |
| Sandy Patterson, MA, LPC-S | Director of Behavioral Health Services – Galveston County | Brazoria |
| Jessica Gentry LPC-S, LMHC-S | Director of Integrated Healthcare | Galveston |
| Procurement Team | Title | County of Residence |
| Felicia Jeffery, LPC | Chief Executive Officer | Galveston |
| Devon Stanley, PMP | Chief Information Officer | Brazoria |
| Rick Elizondo | Chief Financial Officer | Galveston |
| M. Renee Valdez, MD, PhD, MS HCT | Chief Medical Officer | Galveston |
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