

Request for Proposals

for

***Home and Community Based
Early Intervention Services***

through the

***Mississippi State Department of Health
First Steps—Early Intervention Program
For Infants & Toddler***

**Mississippi State Department of Health
First Steps
Early Intervention Program for Infants and Toddlers
570 East Woodrow Wilson Drive — Osborne 205
Jackson, Mississippi 39215-1700**

Contact: Catherine Cliburn
Telephone: (601)576-7427 or 1-800-451-3903
Fax: (601)576-7540

Invitation to Submit Proposals

The Mississippi State Department of Health will accept sealed written proposals until 5p.m. on March 3, 2009 for the purpose of purchasing the following services: Home and community based services consistent with the Individuals with Disabilities Education Act (IDEA) Part C. The Mississippi State Department of Health (MSDH) First Steps--Early Intervention Program will receive proposals from entities that have demonstrated capacity for providing appropriate home and community based health services and developmental pediatric therapeutic services to infants and toddlers birth to age three with disabilities and their families. For consideration, proposals for this activity must contain evidence of the entity's experience and abilities with delivery of services closely related to those described in the request for proposals. **The proposal submitted should target one public health district or minimally a total of four counties in a single public health district.** (Appendix A) To receive a copy of the request for proposals, or for more information please contact Catherine Cliburn, First Steps--Early Intervention Program, Mississippi State Department of Health, 570 E. Woodrow Wilson Drive, Osborne 205, Jackson, MS 39215 or by telephone at 1-800-541-3903 or (601) 576-7427. Proposals may also be viewed on the MSDH website at www.msdh.state.ms.us .

1.0 Project Description (Scope of Required Work)

The Mississippi State Department of Health (MSDH) through the First Steps-Early Intervention Program seeks competitive written proposals from providers of home and community based habilitative and rehabilitative pediatric therapeutic services to be provided in accordance with 34 CFR 303 Individuals with Disabilities Education Act, 2004 (IDEA) Part C. Acting as the "lead agency" for the implementation of IDEA Part C, the MSDH through First Steps must assure all infants and toddlers eligible under the above mentioned Act receive necessary and appropriate early interventions services to minimize the impact of any developmental disabilities affecting a child and improve the likelihood of typical developmental outcomes for eligible infants and toddlers. The MSDH carries out this service delivery responsibility through qualified contractual providers. The MSDH currently seeks to expand contractual service delivery statewide. Contractual service providers currently employed by the MSDH carry out evaluation and assessment activities and deliver pediatric habilitative and rehabilitative services in a collaborative home and community based model of service delivery consistent with 34 CFR 303.340 Individualized Family Service Plans (IFSP).

2.0 Specifications, Terms, and Conditions for Professional Services

2.1 Service Delivery

All early intervention home and community based services must be provided in accordance with an appropriately implemented IFSP. The IFSP serves as the single plan by which all developmental services and therapies are provided. A team consisting of the child's parent or caregiver, evaluators, and potential service providers meet to develop the initial IFSP. Home and community based services must be provided according to the terms listed on IFSP. For each encounter with a family and or child, a record of the provider's activities must be maintained in the form of a report. The report should contain all information consistent with the First Steps-Early Intervention program's service provider report. Reports should be delivered to specified individuals at the MSDH district or county offices at a frequency reasonable to ensure services are being provided according to the complete terms of an IFSP. No reimbursement will be provided for provision of services unless they are listed on an IFSP.

Those entities seeking a contract with the MSDH First Steps-Early Intervention program should describe in writing within the proposal a plan to provide services as described above. The plan should describe: the personnel that will be involved, the qualifications of the individuals, a description of each individual's competency level in early intervention service delivery, methodology used to determine which personnel will be engaged in service delivery activities with a particular child. The plan should clearly indicate the entity's competency and knowledge in the field of early intervention and pediatric home and community based service delivery. Offerors may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.

2.2 Comprehensive, multidisciplinary evaluation and assessment activities

As an entitlement under Part C, each child referred to First Steps must receive a comprehensive and multidisciplinary evaluation and on going assessment of development. To meet the multidisciplinary requirement, two or more professionals who are best suited to evaluate a potentially eligible child using information presented through the referral process and by using appropriate testing protocols and instruments with which they are competent work together to assess the child's level of development. The evaluation process must cover each of the child's five developmental domains (speech/language/communication development, cognitive development, physical development including vision and hearing, adaptive development, and social and emotional development). Ideally, evaluation and assessment activities should be transdisciplinary and play-based and conducted in natural environments. All evaluation and assessment activities must result in a report covering all five (5) developmental domains with a summary of the child's development level in each domain either in percentage or standard deviation from the norm, along with recommendations for any necessary therapy. An overall summary must concisely state whether the evaluation and assessment results indicate that the child meets the State's eligibility criteria under Part C of IDEA. A member of the assessment team should be present at the initial IFSP meeting to assist with development of the child's Individualized Family Service Plan (IFSP). However, entities seeking a contract for service delivery should also describe in writing within the proposal a plan to conduct evaluation and assessment services as described above and consistent with the Individuals with Disabilities Education Act, 2004, 34CFR 303 on an "as needed" basis. The plan should describe: the assessment process to be utilized, the personnel that will be involved, the qualifications of the individuals, and a description of each individual's competency level with mainstream evaluation tools, standardized tests, and methodology used to determine which personnel will be engaged in evaluation and assessment activities with a particular child. The plan should clearly indicate the entity's competency and knowledge in the field of early intervention and pediatric home and community based service delivery.

3.0 Format and Procedures for Delivery of Proposal

3.1 Minimum Requirements

The proposal shall be in writing and shall consist of three parts: Part I - Program Proposal; Part II - Qualifications of principals and any subcontract staff and demonstrated ability and capacity to perform required activities; and Part III - Budget and budget narrative. All proposals should be submitted on letter size (8.5" X 11") paper with one inch margins. Responses to this request for proposals should not exceed 50 pages in length, excluding attachments.

3.11 Part I

This section shall provide a description of the offeror's proposal to provide the services to meet the requirements of the RFP. The proposal must be prepared and organized in a clear and concise manner that is easily understandable. The proposal should address the tasks to be accomplished and processes to be undertaken to accomplish those tasks. The proposal must include a narrative description of: 1. The significance of the state's First Steps (Part C) program under IDEA. 2. A description of best practices in infant and toddler evaluation and assessment and plan to implement known best practices with regard to infant and toddler comprehensive evaluation and assessment theory and practice. 3. A description of best practices in infant and toddler service delivery and plan to implement known best practices with regard to infant and toddler early intervention service delivery theory and practice. 4. A description of how the offeror proposes to ensure effective integration of activities within the existing service delivery structure. 5. Using the map provided, specifically describe the geographic area of the state where services are being proposed.

3.12 Part II

This section shall provide satisfactory evidence of the contractor's capability to manage and coordinate the types of activities and to provide the services described in this RFP in a timely manner; the name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed services; the page of the offeror's business and the average number of employees in the past two (2) years. The discussion shall include a description of the offeror's background and relevant experience as related to the previously described activities and personnel expected to be directly involved in the project (curriculum vitae may be submitted as attachments for principal staff). The offeror's proposal must describe a plan for orientation and continuing education of staff consistent with 34 CFR 303.360, IDEA Part C.

3.13 Part III

In order to be considered, offeror's proposal must include documentation about cost that addresses all costs for services and expenses. This should be included within the proposal as a budget and budget narrative. The proposal must identify a maximum cost for the project. MSDH will not pay any costs above this amount. However, should actual costs be less than the estimated cost, MSDH will pay the amount of actual costs. The offeror should submit information in detail describing capacity to bill Medicaid and private insurance. Contract funds from Part C must **only** be used as a payor of last resort. Documentation must be provided that demonstrates that all costs billable to Medicaid and private insurance are first billed to these entities and only after denial of a claim is received is the MSDH First Steps-Early Intervention program billed. In proposing multi-year budgets, the offeror should include documentation of methodology used for projection of cost for subsequent budget periods. Budgets for the initial fiscal period and any subsequent periods may be reviewed and/or negotiated annually. Budgets proposed should run July 1, 2009 to June 30, 2010 for the initial budget period;

July 1, 2010, to June 30, 2011, for the second budget period; and July 1, 2011, to June 30, 2012, for the final budget period.

Specific Fiscal Issues

- 1) Budgets must differentiate cost of services provided by therapy assistants vs. licensed therapists.
- 2) Proposed rates for services must be all inclusive (to include travel and completion of required documentation such as Service Provider Reports).

3.14 Proposal Delivery

The receipt of sealed proposals will be recorded by MSDH First Steps program staff and opened as prescribed in the invitation to submit proposals. The parties submitting proposals are responsible for ensuring that the sealed competitive proposal is delivered by the required time and assume all risks of delivery. Faxed proposals will not be accepted. Proposals and modifications thereof received at the room designated in the RFP after the time set for receipt will not be considered. The proposal must be signed by a company official with authorization to bind the offeror to its provisions.

4.0 Insurance Requirements

The successful offeror will be required to procure and maintain general liability coverage in the amount of \$500,000. Additionally, the offeror will be required to maintain Worker's Compensation Insurance in accordance with the laws of the State of Mississippi.

5.0 Renewal of Contracts

The contract may be renewed annually for two additional years beyond the initial contract period at the discretion of the agency upon written notice to the contractor at least 60 days prior to the contract end date under the terms and conditions as in the original contract. The total number of renewal years permitted shall not exceed two.

6.0 Compensation

Compensation for services will be in the form of a firm fixed price agreement.

7.0 Rejection of Proposals

Proposals which do not conform to the requirements set forth in this Invitation for Proposal may be rejected by the MSDH. Proposals may be rejected for reasons which include, but are not limited to, the following:

- 1) The proposal contains unauthorized amendments to the requirements of the Request for Proposals.

- 2) The proposal is conditional.
- 3) The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- 4) The proposal is received late.
- 5) The proposal is not signed by an authorized representative of the party.
- 6) The proposal contains false or misleading statements or references.
- 7) The proposal does not offer to provide all services required by the Request for Proposals.
- 8) The proposal does not contain a budget and budget narrative/cost summary as described in section 2.13, Part III.

8.0 Acceptance of Proposals

The MSDH reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the Request for Proposals which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of the Mississippi State Department of Health. Waivers, when granted, shall in no way modify the Request for Proposals requirements or excuse the party from full compliance with the Request for Proposals specifications and other contract requirements, if the party is awarded the contract.

9.0 Disposition of Proposals

All submitted proposals become the property of the State of Mississippi.

10.0 Competitive Negotiation

The method to be used is that of competitive negotiation from which the MSDH is seeking the best combination of price, experience, and quality of service. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, the MSDH also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. Therefore, all parties are advised to propose their most favorable terms initially.

11.0 Request for Proposal Does Not Constitute Acceptance of Offer

This release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate the MSDH to execute a contract with any other party. The MSDH reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the Mississippi State Department of Health.

12.0 Exceptions and Deviations

Offerors taking exception to any part of any section of the Request for Proposals shall indicate such exceptions on the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as

written. Conditional or qualified offerors, unless specifically allowed, shall be subject to rejection in whole or in part.

13.0 Nonconforming Terms and Conditions

A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposals is subject to rejection as being non-responsive. The MSDH reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the MSDH of non-responsiveness based on the submission of nonconforming terms and conditions.

14.0 Proposal Acceptance Period

The original and one copy of the proposal and all attachments (two copies total) shall be signed by a company official authorized to bind the contractor to its provisions and submitted in a sealed envelope or package to Catherine Cliburn, First Steps-Early Intervention Program, Mississippi State Department of Health, 570 East Woodrow Wilson, Osborne 205, Jackson, MS 39215 no later than 5 p.m. on March 3, 2009. Timely submission of the proposal is the responsibility of the offeror. Offers received after the specified time shall be rejected and returned to the offeror unopened. The envelope or package shall be marked with the proposal opening date and time and the number of the request for proposal. The time and date of receipt shall be indicated on the envelope or package by the Early Intervention office. Faxed proposals will not be accepted.

15.0 Expenses Incurred in Preparing Offers

The MSDH accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the offeror.

16.0 Proprietary Information

The offeror/proposer should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

17.0 Additional Information

Questions about the Request for Proposal document must be submitted in writing to Catherine Cliburn, First Steps-Early Intervention Program, Mississippi State Department of Health, 570 E. Woodrow Wilson Drive, Osborne 205, Jackson, MS 39215 -1700.

Offerors are cautioned that any statements made by the contact person that materially change any portion of the Request for Proposals shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposals.

18.0 Acknowledgment of Amendments

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the MSDH by the time and at the place specified for receipt of proposals.

19.0 Debarment

By submitting an offer, the offeror certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

20.0 Standard Terms and Conditions

- **Applicable Law**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The contractor shall comply with applicable federal, state, and local laws and regulations.

- **Availability of Funds**

It is expressly understood and agreed that the obligation of the State to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the state, the state shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

- **Procurement Regulations**

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, MS, for inspection.

- **Antitrust**

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the MSDH all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State that relates to the particular goods or services purchased or acquired by the MSDH under said contract.

- **Approval**

It is understood that the Contract is void and no payment shall be made in the event that the Personal Service Contract Review Board does not approve this contract.

- **Authority to contract**

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the state of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

- **Prospective Contractor's Representation Regarding Contingent Fees**

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has/has not (circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. (This statement must appear in the proposal)

- **Representation Regarding Contingent Fees**

The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's proposal.

- **Representation Regarding Gratuities**

The offeror or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

- **Certification of Independent Price Determination**

The bidder certifies that prices submitted in response to the solicitation have been arrived at independently and without - for the purposes of restricting competition - any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

- **Contractor Personnel**

The MSDH shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the MSDH reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the MSDH in a timely manner and at no additional cost to the Mississippi State Department of Health. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

- **Failure to Enforce**

Failure by the MSDH at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MSDH to enforce any provision at any time in accordance with its terms.

- **Oral Statements**

No oral statements of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Mississippi State Department of Health.

- **Right to Audit**

The Contractor shall maintain such financial records and other records as may be prescribed by the MSDH or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Mississippi State Department of Health, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies. Copies of audits performed by independent auditors will be forwarded to the MSDH as they become available.

- **Right to Inspect Facility**

The State may at reasonable times inspect the place of business of a contractor or any subcontractor which is related to the performance of any contract awarded by the State.

21.0 Evaluation Procedure and Factors to Be Considered In The Evaluation Process

21.1 Qualifications of Offeror

The offeror may be required before the award of any contract to show to the complete satisfaction of the MSDH that it has the necessary facilities, ability, and financial resources to provide the services specified therein in a satisfactory manner. The offeror may also be required to give a past history and references in order to satisfy the MSDH in regard to the offeror's qualifications. The MSDH may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to the MSDH all information for this purpose that may be requested. The MSDH reserves the right to reject any offer if the evidence submitted by, or investigation of, the offeror fails to satisfy the MSDH that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include:

- 1) the ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
- 2) the ability of the offeror to perform the work or provide the service

- promptly or within the time specified, without delay or interference;
- 3) the character, integrity, reputation, judgment, experience, and efficiency of the offeror;
- 4) the quality of performance of previous contracts or services.

21.2 Steps in Evaluation

Step I

Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications as stated in Section 2 will be rejected immediately, receiving no further consideration.

Step II

Proposals that satisfactorily complete Step I will be reviewed/ analyzed to determine if the proposal adequately meets the needs of the Mississippi State Department of Health. An evaluation committee will examine the proposals and score each proposal according to the criteria listed below:

30 Points - Program Proposal,
30 points — Qualifications, and
40 points - Budget (cost)

Results of the evaluation and the recommendation of the evaluation team will be forwarded to the Office of Health Services director and to the MSDH contracts officer for review and concurrence. MSDH reserves the right to reject any and all proposals, to negotiate with the best proposed offer to address issues other than those described in the proposal, to award a contract to other than the low offeror, or not to make any award if the evaluation committee determines that this is in the best interest of the MSDH.

Step III

The MSDH First Steps-Early Intervention Program director or designee will contact the offeror/proposer with the proposal that best meets the needs of the MSDH (based on factors evaluated in Step II) and attempt to negotiate an agreement that is deemed acceptable to both parties. The contract will be negotiated with the offeror who has the highest points, who has the most advantageous proposal to the MSDH, and who has the most comprehensive and responsive proposal as determined by the evaluation committee. A final draft of the contract will be forwarded to the Mississippi Personal Service Contract Review Board for approval if required.

22.0 All Proposals Submitted In Response To This Request Shall Be In Writing.

23.0 Cost Data Submitted At This Stage Is Subject To Negotiation But Should Include An Estimate Of The Annual Cost Of The Service.

Appendix A— Map of Mississippi State Department of Health Public Health Districts

PUBLIC HEALTH DISTRICTS

Northwest Public Health
District I

Northeast Public Health
District II

Delta/Hills Public Health
District III

Tombigbee Public Health
District IV

West Central Public Health
District V

East Central Public Health
District VI

Southwest Public Health
District VII

Southeast Public Health
District VIII

Coastal Plains Public Health
District IX

