COLORADO
Department of Human Services

Request for Applications

Competency, Forensic, Sanity and/or Mental Conditioning Evaluators

RFP IHJA 2022000320

March 21, 2022

Basic Information and Timeline

Single Point of Contact	Darla Geer, darla.geer@state.co.us, 719-546-5009
Solicitation Description	Neuropsychological, Competency, Forensic, Sanity and/or Mental Condition Evaluations
Anticipated Contract Start Date	Applications accepted on a rolling basis.
Submission Method	Electronic only. See Section C. Below.
Pre-Application Conference Date	Not Applicable
Application Due Date and Time	On going and continuous, applicants encouraged to submit application as soon as possible.

All dates and times are subject to change and are in Mountain Time.

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A. Quick Resources

1. For questions about this solicitation, contact the Single Point of Contact identified above.

2. For help with Vendor Self Service (ColoradoVSS), contact the Vendor Self Service Help Desk vsshelp@state.co.us or 303-866-6464.

3. For information about doing business with the state of Colorado generally, go to: https://osc.colorado.gov/spco/accesscolorado.

4. The Department is always interested in improving. Please take this survey at any time: https://docs.google.com/forms/d/e/1FAIpQLScIgv9lgrT3x5AGzcvT1xkvpucrRhhN5QJ23vLcbyfvc2smaw/viewform

B. Introduction and Background

Located within the Colorado Department of Human Services (CDHS), the Office of Behavioral Health, Court Services (OBH) oversees and purchases contract services for mental health evaluations. OBH is the State's behavioral health authority and is responsible for policy development, service provision and coordination, program monitoring and evaluation, and administrative oversight for the public behavioral health system, including the behavioral health crisis system and State crisis hotline. OBH is responsible for conducting neuropsychological, competency, sanity, and forensic evaluations that are

ordered by the courts. The purpose of this Request for Application is to contract with vendors to provide Neuropsychological, Competency, Forensic, Sanity and/or Mental Condition Evaluations in a timely manner as needed and requested by the courts.

C. How to Submit an Application:

1. **In General.** Email the application, Signature Page, and any other required documents in one zip file as an attachment to this email address: DG_IHJA.dxb3qtskt8nl4788@u.box.com. Please be aware of email server file size limitations. The maximum file size the Department can accept is 15 GB.
2. **Only Attachments.** Only the zip file goes through. The Department cannot see any text or messages sent to the email address identified above. Written questions may be emailed to the Single Point of Contact.
3. **File Names.** The zip file name should start with the solicitation type, solicitation number, and vendor name (e.g., "RFA 2021000XXX CDHS…"). Vendors may include additional information in the zip file name.
4. **Timing.** The zip file typically uploads within five minutes; however, vendors should submit zip files at least thirty minutes prior to any deadline to ensure the file is received.
5. **Confirmation.** Vendors will receive an email confirmation from box.com that the zip file was uploaded correctly. If not, please contact the Single Point of Contact.
6. **No Encryption.** Do not encrypt emails sent to the submission email as it may prevent full submission.
7. **Pre-application Conference.** There will not be a pre-application conference.
8. **Questions.** Vendors may submit questions by email to the Single Point of Contact identified in the Basic Information and Timeline above. The Department may answer some, all, or none of the questions asked by posting them publicly.
9. **Late Applications will not be accepted unless specifically allowed by rule and at the Department's sole discretion.**

D. Application Format

1. **Maximum Length.** Applications should not exceed six pages. The Department may evaluate application negatively if this page limit is not followed.
2. Qualifications, Resume or Curriculum Vitae (CV) detailing previous/current experience or private practice experience.

E. Application Content

1. **Application Substance.** Vendors should answer or address the following questions or issues:
    i. Indicate how you intend to provide the requested services.
    ii. Indicate where you intend to provide the services, days, and hours available and how far within the state of Colorado you would be willing to travel to provide the services. Please be clear and concise and provide as much information as possible.
2. **Cost.** Vendors must answer or address the following questions or issues:
    i. Complete Attachment A indicating your proposed rates and the type of evaluations you will provide. Please include any other additional information on this page that will better address the services and rates you would provide.
3. Qualifications, Resume or Curriculum Vitae (CV) detailing previous/current experience or private practice experience.
4. Identify how you or your organization will meet the activities listed in Section I
5. Project Budget and Narrative (Attachment A) IMPORTANT: The budget form must explain all expenses included. Applicants are responsible for ensuring the calculations in the budget are accurate. There will be no reimbursement for pre-award costs. The Colorado Department of Human Services, Office of Behavioral Health (CDHS OBH) reserves the right to deny requests for any item in the budget that is deemed to be unnecessary for the implementation of this project.
6. Complete Signature Page
7. Complete the attached W9 for the EIN/TIN you intend to use for payment.

F. How Applications are Evaluated

1. **In General.** The Department will assess each application based on Application Content and determine the best application(s). The assessment may vary based on the time and resources available to decide. The Department may request more information or clarifications from any vendor. The Single Point of Contact will notify all vendors of the final decision.
2. **Mandatory Criteria.** The Department may identify mandatory criteria. However, the Department reserves the right to waive mandatory requirements in its sole discretion.
3. **Evaluation Factors.** The Department may evaluate applications based on the information requested or referenced in the application content section, or as noted throughout the solicitation.
4. **References.** The Department may contact references, whether provided or not, and consider them as part of the evaluation.

G. Ethics

1. Any person involved in the purchasing process for the state, any end users of such goods and services, any vendor or contractor that does business with the state, and any other interested third parties to the procurement process shall enhance the proficiency and stature of the purchasing process by adhering to the highest standards of ethical behavior.

H. Administrative Information

1. **Communication.** All communication regarding this solicitation must be done through the Single Point of Contact identified above. Unauthorized contact with any Department personnel other than the Single Point of Contact regarding this solicitation is prohibited and may result in disqualification.
2. **Notices.** The Department may modify this solicitation by posting changes via the Colorado VSS website. All communications will be posted on the VSS, www.colorado.gov/vss, and/or through a direct email from the Single Point of Contact.
3. **Modifications of Applications.** Applications may be modified or withdrawn by the vendor prior to the established due date and time.
4. **Presentations or Site Visits.** At the Department's sole discretion, the Department may request presentations or site visits. Vendors should not, however, prepare the application with the assumption that an opportunity for oral presentations or revisions will be offered.
5. **Acceptance of solicitation terms.** An application submitted in response to this solicitation shall constitute a binding offer and acknowledgment that all terms and conditions of this solicitation are accepted. Vendors must identify any variations between its application and the solicitation. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance.
6. **Contract.** Vendors must agree to the State's contract terms. Please note that any attached or referenced model contract lists the State's required legal provisions but may not include the specific scope of work and requirements for this solicitation. Vendors must review any attached contract terms and note any exceptions. Modifications to the State's contract terms constitute increased risk and costs to the State. Therefore, Vendor's noted exceptions may be considered in any evaluation.
7. **Award.** The Department will notify all vendors who submitted an application when it issues a Notice of Intent to Award or an actual award. The awarded vendor(s) must act in good faith to execute an agreement on or before the Anticipated Contract Start Date identified above. If this date is not met, through no fault of the State, the State, at its sole discretion, may cancel the Notice of Intent to Award.
8. **Reconsiderations.**

i. **Sponsoring Agency Reconsiderations.** If a Sponsoring Agency provides for an appeal process, then the Department will follow the appeal process provided by the Sponsoring Agency.
ii. **Federal Program Reconsiderations.** If a federal program under which funding is provided for provides for an appeal process, then the Department will follow the appeal process provided for by the federal program.
iii. **Department Reconsiderations.** If there is no Sponsoring Agency or federal appeal process available, then vendors who believe that they should have been issued an award when they were not or who believe that they were otherwise not properly awarded may submit an appeal to Chris Frenz (email to christopher.frenz@state.co.us), Procurement Director, Division of Contracts and Procurement, Department of Human Services, who will review the appeal and make a final determination, unless the authority for making this determination is otherwise specified by law. The sole remedy for Applicants shall be potential funding depending on availability of funding. The appeal shall be submitted in writing within five business days after such aggrieved person knows, or should have known, of the facts giving rise thereto.

9. **CORE Registration.** Unless otherwise noted, before the Department can award to any vendor, that vendor must be registered in CORE, which can be completed through Vendor Self Service at www.colorado.gov/vss.
10. **EFT.** Awarded vendors are encouraged to sign up for EFT transfers.
11. **Secretary of State Registration.** Before Contract execution, the awarded vendor must be registered to do business in the State of Colorado. If a vendor is a foreign corporation (formed under a statute or common law in a jurisdiction other than Colorado) or other foreign entity transacting business in the State of Colorado, it shall warrant that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process.
12. **Confidentiality.** Anything submitted by a vendor is likely to become public information. Vendors may submit, as a part of its solicitation response, a written request for classification of certain portions of the response as confidential information. Material for which confidentiality has been requested shall be readily identifiable and separable from other portions of the solicitation to facilitate public inspection of the non-confidential portion of the solicitation response. In no event shall an entire solicitation response be classified as confidential.
13. **Background Checks.** Pursuant to C.R.S. §27-90-111 and Department policy, any vendor, and its agent(s), who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services

that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and
ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the Department.

14. **Application Prices.** Estimated prices are not acceptable. Best and final offers may be considered in determining the apparent successful vendor. Applications shall be firm for a period of not less than 180 calendar days from the date of award.
15. **Cancellation.** A solicitation may be cancelled only when there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the state's best interest. An award of a contract under a solicitation may be cancelled, in whole or in part, when the procurement official determines in writing that such action is in the state's best interest.
16. **Costs.** The Department is not liable for any cost incurred by vendors prior to any formal contract, purchase order, or other agreement. No property interest of any nature shall occur until a contract is signed by all concerned parties.
17. **Application Rejection.** The Department may reject an application, waive informalities and minor irregularities, or accept any portion.
18. **Tax ID.** Any tax identification number provided must be that of the vendor responding to the solicitation. The vendor must be a legal entity with the legal right to contract.
19. **News Releases.** Vendors may not issue any news releases pertaining to this solicitation without the Department's prior written approval.
20. **Taxes.** The Department is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes C.R.S. §39-26-114(a). The Colorado State and Local Sales Tax Exemption Number is 98-02565. When materials are purchased in certain political subdivisions (for example - City of Denver), the vendor may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.
21. **E-Verify.** Vendors must participate in the federal E-Verify program, or the Colorado Department of Labor and Employment Program as required by C.R.S. §8-17.5-101.
22. **Services Outside of Colorado or the United States.** Vendors must disclose services performed outside of Colorado or the United States as required by C.R.S. §24-102-206.
23. **Notice to Nonresident Bidders.** If a nonresident vendor is from a state that provides a bidding preference to vendors from that state, then a comparable percentage disadvantage will be applied to the bid of that nonresident vendor pursuant to C.R.S. §24-103-908. The vendor may obtain additional information from the department of personnel's website.

I. Scope of Work

Competency Evaluations: Evaluations ordered by the court to determine a defendant's capacity to understand his or her charges, court proceedings, and assist a lawyer in their defense. Competency to stand trial is generally determined via a pretrial evaluation of the defendant's overall mental status at the time of the examination. These evaluations aim to provide sufficient information to allow a judge to rule on the competency of the defendant should a motion to that effect be made by either the prosecutor or defense attorney or otherwise at the direction of the court. Psychologists/Psychiatrists can help determine if a client has an adequate understanding of the legal proceedings and ability to work with their attorney. The focus of the evaluation is on current functioning and mental status.

Sanity and/or Mental Condition Evaluations: Evaluations ordered by the court to evaluate a defendant who has entered a plea of not guilty by reason of insanity directed at determining the defendant's sanity or insanity at the time the act was committed. Perform mental condition evaluations which are ordered by the court when mental health issues/information has been entered into the court record.

Vendors who have already received an award for the same or similar service but under a previous agreement may submit a bid in response to this solicitation. In the event such a vendor is awarded under this solicitation, the award hereunder will replace the previous award. Any changes to services including pricing will not be effective until the execution of a contract or purchase order that properly reflects the terms of the award.

Project Requirements

Mandatory: Vendor has a doctoral degree in Psychology of Medicine and must be a licensed psychologist or psychiatrist in the State of Colorado.

Vendor shall maintain all business licensing necessary to conduct related services. Contractor shall have appropriate credentials to provide said services. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon OBH's request. Any revocation, withdrawal or nonrenewal of necessary license, certification, approval, insurance, etc. required for the Purchase order or to properly perform this agreement shall be grounds for termination of this agreement by OBH.

Preferred: Vendor has a minimum of two (2) years of experience working with adults and/or juveniles with mental health needs, and/or intellectual deficits, in a forensic setting.

Contractor agrees to conduct a minimum of four (4) evaluations per month or shall notify the state liaison of temporary unavailability.

Contractor shall not use confidential information learned in role as a contract evaluator in their capacity as an independent treating professional.

Contractor shall not complete second opinion evaluation on patients they have evaluated on behalf of OBH.

Contractor agrees to carry and provide State minimum levels of malpractice insurance and provide such proof of insurance upon signature of final agreement should they be awarded.

Contractor shall be required to attend one (1) full day of "Orientation to Court Services" at the Contractor's expense. There will be no reimbursement for this orientation or the mileage to attend such orientation.

Contractor must disclose if they are a former or current State of Colorado employee and the dates of their employment with the State.

Contractor is not guaranteed a specific number of clients nor is there a guarantee for a specific dollar amount for reimbursement per fiscal year. Contractor understands that these services are on an "as needed" basis as required by the courts.

Contractor is responsible for scheduling the evaluations with clients that have been assigned to them by OBH.

Contractor understands that some evaluations may be five (5) to ten (10) hours in length or longer based on the complexity of the issues and the type of evaluation being performed. Occasionally, it may be necessary to complete the evaluation over two or more sessions.

Contractor agrees to be able to receive and send client information in an encrypted format and agrees to remain in compliance with applicable Federal and State Health Insurance Portability and Accountability Act (HIPAA) and patient privacy laws.

Contractor shall agree to undergo and successfully pass a CBI Background check, conducted and paid for by OBH in accordance with C.R.S. 27-90-111. No contact with clients shall take place until the background check is complete and passed.

Contractor shall submit to and successfully pass a drug screen at the cost of OBH.

Contractor shall be responsible for submitting their reports within the timelines specified at the time the case was assigned and in conjunction with statutory mandates or must communicate as to why this is not possible to OBH; which needs to be approved by the clinical and/or program director. The report shall detail the results of the session, the Contractors diagnostic impression and associated recommendations. Reports shall meet departmental and statutory standards.

Tools/Guidance and Administration

OBH will serve as the liaison between the Contractor and the court.

OBH will provide one (1) full day of orientation to Contractor to familiarize them with the format and expectations of their reports and the courts. Annual Trainings to cover legislated requirements and other best practices shall be offered by OBH. Contractors shall be required to attend the annual trainings at no cost to the State; however, the offered trainings shall meet CME and CEU requirements.

OBH will send referral packets to Contractor including Court Order, police reports and client contact information.

Contractor must abide by the timeliness set forth by the court orders, Consent Decree, and/or statute.

Contractor shall notify OBH within twenty-four (24) hours of any no-show or non-compliance of a client.

Contractor agrees to provide a timely evaluation in accordance with statutory mandates or by the court hearing date [if the hearing is prior to the statutory timeframes]. Contractors will Utilize all options at their disposal including; video conferencing platforms, in person evaluations, and all collateral materials. The contractor agrees that it is their responsibility to communicate with the court when extenuating circumstances prevent the timely completion of the evaluation.

Contractor agrees to provide own transportation and may request reimbursement for mileage only. Contractor must be able to provide a valid driver's license and proof of insurance to receive reimbursement.

Contractor is responsible for submitting the evaluation report to Court Services upon completion via email. Contractor is responsible for maintaining their own records of the number of clients they have seen and mileage for reimbursement.

Contractor shall bill OBH monthly for evaluations and mileage.

Reimbursable Services

Although the rates listed below are considered reasonable and customary, preference will be made to the most advantageous to the State of Colorado, price and other factors considered.

Competency

These evaluations are typically reimbursed at $1500 per evaluation. These are all-inclusive rate per evaluation and there is no reimbursement for travel or other expenses such as review of records or other documents.

Sanity/Mental Condition Evaluations

These evaluations are typically reimbursed at $2500 per evaluation but this can be adjusted upwards for more complex cases on a case-by-case basis. These are all-inclusive rate per evaluation and there is no reimbursement for travel or other expenses such as review of records or other documents.

Forensic Evaluations

These evaluations are typically reimbursed between $1000 and $1500 per evaluation. These are all-inclusive rate per evaluation and there is no reimbursement for travel or other expenses such as review of records or other documents.

Mileage

Mileage shall be reimbursed at the current Office of the State Controller Mileage Reimbursement Rate, found at https://www.colorado.gov/pacific/osc/mileage-reibursement-rate.

No Show

Although it is anticipated that a no-show is rare, should one occur, they typically are reimbursed at $200. This is a flat rate per no-show occurrence to include the correspondence to the court and no additional reimbursement other than mileage shall be considered.

Testimony and Court Rates

This is an all-inclusive rate with the evaluation reimbursement and no additional payments will be made for court appearances or court time.

J. Signature Page

The Vendor must complete and submit the Signature Page along with the application.

Vendor Name	
Vendor Address	
Vendor Contact Name	
Vendor Contact Email	
Vendor Contact Phone	
Does the Vendor have any perceived, potential, or apparent conflicts of interest? If so, please disclose them.	
Is the Vendor a Service-Disabled Veteran Owned Small Business pursuant to C.R.S. §24-103-905?	
Is the Vendor currently on any debarred list?	
Name of person authorized to submit this application	
Signature from an authorized individual. Signatures may be physical or electronic as defined by the Uniform Electronic Transactions Act. Some examples of acceptable signatures are: Docusign, Adobe, or	

scanned physical copies.	