



**North Texas Behavioral Health Authority
As the Local Behavioral Health Authority**

**Request for Application
Open Enrollment**

**ADULT OPIOID TREATMENT SERVICES (OTS)
RFA# 2016-002**

August 2, 2016

1
2 North Texas Behavioral Health Authority (Local Authority) is the Department of State Health Services
3 (DSHS) designated Local Behavioral Health Authority established to plan, coordinate, develop policy,
4 develop and allocate resources, supervise, and ensure the provision of community based mental health and
5 substance use disorder services for the residents of Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall
6 Counties.

7
8 The Local Authority's Mission is:

9 North Texas Behavioral Health Authority seeks to create a well-managed, integrated and high quality
10 delivery system of behavioral health services available to qualified consumers residing in Dallas, Ellis,
11 Navarro, Hunt, Kaufman, and Rockwall Counties.

12
13 The Local Authority's Procurement of Outpatient Behavioral Health Services:

14 Pursuant to Texas Administrative Code §412.55 and 412.754, the Local Authority is authorized to acquire
15 community services for individuals that are opioid-dependent, by certain procurement methods. This
16 Request for Applications (RFA) is a process to solicit applications from interested persons and
17 organizations (Applicants) for the purpose of entering into one or more contracts (Contracts) to provide
18 effective, evidenced-based opioid treatment services (OTS) to adults that are opioid-dependent. The
19 contract will fund for OTS to opiate/opioid-dependent adults with moderate or severe opioid use disorder
20 referred for medication-assisted treatment (MAT) including counseling and behavioral therapy. The
21 individuals to be served under this arrangement must meet the DSHS definition of eligibility for persons
22 with substance use disorders both of which are included in Attachment A; and must reside in Dallas, Ellis,
23 Navarro, Hunt, Kaufman, or Rockwall Counties. This Request for Applications is a client choice driven
24 system and there is no warranty or guarantee that successful Applicant will be utilized by a client or any
25 number of clients. **Contract terms and conditions are contingent upon availability of funds.**

26 **The goals of any/each Contract awarded under the RFA are:**

- 27 1. To provide opioid treatment services to adult males and females who are opiate/opioid-
28 dependent as described in **Attachment B**;
- 29 2. To create meaningful collaborations between the Local Authority and the health care providers
30 in the community.

- 31 3. To provide quality clinical care and achieve the desired outcomes at the most
32 efficient cost possible.
33 4. To provide smooth transitioning of clients to ensure continuity of care, clinical outcomes, and
34 customer service are not adversely affected.

35 Successful Applicants will provide Services that build upon and augment existing community resources
36 and that provide for or enhance an existing continuum of care for Clients. The Local Authority will use a
37 pre-defined process to review all applications, to insure that there is no conflict of interest. All Applicants
38 must provide proof of being capable of providing Services that address the issues of client choice, quality,
39 clinical decision making, and ultimate cost-benefit while assuring adherence to existing standards of care
40 and service definitions.

41 All Contracts approved and executed for this initial RFA will Terminate on August 31, 2017 with an
42 automatic extension through August 31, 2018 depending on funding availability.

43 **Target Population**

44 The target population for this RFA consists of adult males and females with opiate/opioid-
45 dependent with moderate or severe opiate use disorder who have been identified by the Local Authority as
46 being a member of the Mental Health Priority Population or have an assessed Substance Use Disorder and
47 are unable to pay for services. Eligibility definitions are found in **Attachment A**.

48 **Eligible Applicants**

49 Applicants must be eligible to do business in Texas, and be registered with the Texas Secretary of State to
50 the extent required by Texas law. Applicants must provide proof of state licensure as a Narcotic
51 Treatment Clinic (NTC.) Applicants must demonstrate the ability to provide services in compliance with
52 Local Authority's contract requirements. Applicants must have the ability to provide all core services as
53 identified in Attachment B and to provide or arrange for all coordinated services. Professionals must hold
54 valid Texas licenses and/or certifications to the extent required to perform any individual component of
55 the Services. In the situation where a consortium of providers is applying, a single entity responsible for
56 the services delivered must be identified and the financial agent must be an organization with a
57 demonstrated ability to manage funds. In order to ensure continuity of services it is preferred that every
58 Applicant be contracted in the networks of Service Area MCOs or have a plan to develop such contracts.
59

60 **Local Authority Responsibilities**

61 The Local Authority's responsibilities will include, but are not limited to, making appropriate
62 referrals for services, authorizing services to be rendered when that is a stated requirement, reviewing
63 claims and paying for services as defined in the Contract with the Applicant. The Local Authority is also
64 responsible for utilization management and quality assurance. The Local Authority ensures that the services
65 address the needs of the persons served as required by the State Authority, and that those services comply
66 with the rules and standards adopted by DSHS. The Local Authority directs its activities based on its
67 mission which can be found on page 1 of this RFA.
68

69 The Local Authority will be responsible for determining if a client meets the Priority Population
70 definition. The Successful Applicant must complete an appropriate Assessment on each client and identify
71 the services to be provided.

72 Quality Management staff will perform regular reviews of clinical services and program standards.

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Payments/Rates

The rate under this RFA will be the current rates listed on Attachment D, that rate will be honored contingent upon availability of funds.

78 **Successful Applicant Responsibilities**

79 The Successful Applicant(s) shall maintain all records regarding treatment and/or services to Clients
80 under this Contract for a period of five (5) years, and must allow the Local Authority immediate access
81 during regular business hours to such records upon request. Successful Applicant(s) will be required to
82 comply with all state and federal laws regarding the confidentiality of clients' records and
83 nondiscrimination. Successful Applicant(s) must comply with all applicable requirements of the Local
84 Authority's then-current contract with DSHS. Successful Applicants must provide consumer benefits
85 services to assist individuals in applying for third-party benefits. Successful Applicants must provide
86 Disaster Services as specified in the Performance Contract between the DSHS and the Local Authority
87 contract in the event of an emergency. Successful Applicant(s) must also agree that their names may be
88 used, along with descriptions of the facilities, care, and services in information distributed by the Local
89 Authority in the list of its providers. Successful Applicant(s) will actively assist in the disbursement of
90 Client and advocate satisfaction surveys. Successful Applicant(s) must develop a method to resolve
91 disagreements with clients and stakeholders which will include client involvement. The process for Client
92 appeals and dispute resolution must be approved by the Local Authority. Successful Applicant(s) will be
93 responsible for peer review and quality management. Successful Applicant(s) must agree to mediation if
94 unable to resolve disputes with the Local Authority. Successful Applicant(s) will cooperate and assist with
95 and will not at any time prevent or hinder a client from changing providers. Provider and its employees, as
96 applicable, are responsible, at Provider's sole expense, to comply with all training requirements the Local
97 Authority mandates for Successful Applicant.

98 **Proposal Instructions**

99 Applicants must follow the attached outline for submissions to facilitate objective review.

100 Applicant may submit the application in hard copy or electronically. If submitted in hard copy, one
101 document must be labeled 'original', and must be accompanied by one (1) additional copy by mail or in
102 person to the address below no later than **5:00 p.m., Central Daylight Time, August 23, 2016 to:**

103 North Texas Behavioral Health Authority
104 RFA#2016-002
105 Attn. Christina Gonzales
106 1201 Richardson Drive, #270
107 Richardson, TX 75080

108 Hard copy applications must be received sealed and marked "RFA# 2016-002". If submitted electronically,
109 applications must be submitted in PDF format and attached in an e-mail that identifies it as the 'original'
110 application. RFA number must be on the "Subject Line" of the email. Applications must be submitted no
111 later than **5:00 p.m., Central Daylight Time, August 23, 2016 to:** cgonzales@ntbha.org

112
113 Applications may be amended at any time prior to the Submission Date, provided that Local Authority is
114 notified of any such amendment and the amendment is signed by the Applicant certifying authenticity.
115 Local Authority reserves the right to reject any and all Proposals, to waive technicalities, and to accept any
116 advantages deemed beneficial to the Local Authority and its clients. It is our intent to evaluate proposals,
117 and negotiate costs and/or services in order to achieve the best value for Local Authority clients. The
118 negotiation process will be done in a confidential manner with no disclosures being made to other
119 Applicants until after the Contract(s) is awarded.

120 **Timetable:**

Date	Event
August 2, 2016	RFA Issuance
August 23, 2016	Applications due; 5:00 pm CDT
Any time after receipt of application	Applications assessed and contract negotiation may begin
Any time after receipt of application	Contract may be presented to the Board of Directors for approval and executed
January 1, 2017	Proposed start date

121 North Texas Behavioral Health Authority reserves the right to modify these dates according to the North
122 Texas Behavioral Health Authority Board of Directors meeting schedule and at the discretion of the North
123 Texas Behavioral Health Authority Transition Coordinator. Contract negotiations and Board of Directors
124 approval may take up to 90 days. Training and credentialing may take an additional 60 days as certain
125 trainings must be provided prior to delivery of service.

126

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

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Application Outline

135 Throughout this Application Outline, provide detailed information regarding the scope of the Applicant's
136 business. Questions fall under the following sections:

- 137 I. Business Demographics
- 138 II. Organizational Structure
- 139 III. Quality Management/Utilization Management
- 140 IV. Services
- 141 V. Budget/Financial
- 142 VI. Risk Profile
- 143 VII. Managed Care Profile
- 144 VIII. Information System
- 145 XI. Assurances Document

146 Three Attachments are provided as information regarding the Local Authority which may assist in
147 developing the Proposal.

- 148 Attachment A -- Eligible Population Definitions
- 149 Attachment B – Adult Male/Female Opioid Treatment Service Descriptions and Information
- 150 Attachment C - Selection and Notification of Award

151

152 Please be sure to answer every question. If the question does not apply to the Applicant, simply and clearly
153 document "N/A". Evaluation of Applicant eligibility is based on completed questions. ALL unanswered
154 questions will be considered omissions. Answer all questions in the order of this proposal outline. Use the
155 forms attached or prepare responses in the same format. Clearly designate each item in the document as it
156 appears in this outline (by number, letter, and question). Place tab dividers at the beginning of each section
157 (Roman Numerals) to match those shown above in this Proposal Outline section. The document should be
158 double spaced, type size at least 10 pitch. The Local Authority reserves the right to review only completed
159 Proposals. The Local Authority reserves the right to hold subsequent face to face or telephone interviews
160 for clarification and/or negotiation purposes. Interviews will not be solicited for the purpose of completing
161 incomplete proposals. Multiple omissions and/or incomplete responses may result in disqualification. All
162 supporting documentation should be attached to the appropriate section of the Proposal and in the order
163 described in this Application Outline section.

164 Questions regarding this proposal should be emailed to Christina Gonzales at cgonzales@ntbha.org.
165 Questions should reference the line number from the RFA. Amendments including questions and answers
166 will be distributed to all those known to have received a copy of the RFA from the Local Authority and
167 posted on the NTBHA website. Applicants are responsible for being aware of amendments and considering
168 these in the final proposal.

169 False statements by any Applicant may disqualify the Application. The Local Authority reserves the right
170 to reject any or all Applications and reopen the RFA process in total.

171 Interviews or site visits may be conducted to further evaluate competitive proposals, to negotiate rates, and
172 to select one or more Applicants for award and negotiation of a Contract. In this situation, no Applicant
173 will be given information, support, or resources that will give the Applicant a competitive advantage over
174 the other Applicants.

175 Each Applicant who submits a complete Application but is not awarded a Contract will be notified in
176 writing that the proposal is no longer being considered.

177
178 **Following Contract award, the contents of all applications may be made available upon written**
179 **request. Therefore, any information contained in the application that is deemed to be proprietary in**
180 **nature must clearly be so designated in the application. Such information may still be subject to**
181 **disclosure under the Public Information Act depending on opinions from the Attorney General's**
182 **office.**

183
184 **APPLICATION**

185
186 **I. Business Demographics**

187 Name _____
188 Title of Business _____
189 SS# _____ and/or Tax ID _____
190 Address _____
191 City _____
192 County _____ Zip Code _____
193 Business Phone _____ Fax # _____
194 Website address _____

195 Contact Person _____
196 Title _____
197 E-Mail _____ Phone # _____

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

201 Billing Manager _____
202 Phone # _____ Fax # _____

203 Other Business Locations in this Market Area: (include Street, City, County, and Zip)
204 1. _____
205 2. _____
206 3. _____
207 4. _____

208 Provide a map of locations which specifies the Services provided, capacity and languages spoken (by
209 Service) at each location - Label as **Exhibit IA.**

210 Other Owners/Partners:

	Name	% Ownership	If corporate, list organization
211			
212	1. _____		
213	2. _____		
214	3. _____		
215	4. _____		

216 Type of organization (i.e., non-profit corporation, Limited Liability Company, general partnership, etc.):

217 _____
218 _____
219 _____

220 Provide a copy of Provider’s Articles of Incorporation and 501(c)(3) certificate, or other
221 bylaws/governing documents as appropriate – Label as **Exhibit IB**.

222
223 Years in Operation _____

224 Hours of Operation _____

225 Certification Number if a Historically Underutilized Business: _____, or
226 qualifications if HUB eligible, but not certified: _____

227 **II. Organizational Structure**

228 A. Attach a copy of the organizational chart, including names, titles and vacant positions, clearly
229 indicating who will be the main point of contact with respect to any Contract -- Label as **Exhibit**
230 **IIA**

231 B. List the names and business affiliations of board members or other governing body:

232 _____
233 _____
234 _____
235 _____
236 _____
237 _____
238 _____
239 _____

240

241 **III. Quality Management/Utilization Management**

242 A. List all licenses, credentials, certifications, and/or accreditations the Applicant
243 organization/professional currently holds related to the Services. Provide copies of all licenses,
244 certifications, accreditations -- Label as **Exhibit IIIA**.

245 B. Provide a summary of the staff available to perform the services including corresponding
246 education and license credentials. Designate if they are full time, part time, or on call. Applicants will be
247 expected to provide a staff roster during contract negotiation with the same categories of information as
248 those in the summary.

249
250 C. Attach the Applicant’s Quality Assurance/Management Plan and Quality Management Program
251 Reports for the last six (6) months -- Label as **Exhibit IIIB**.

252 D. Describe the Applicant’s internal utilization management procedures. Describe methods for
253 ensuring that individuals are receiving services in accordance with internal standards of care. Provide
254 copies of recent reports showing the Applicant’s performance relative to its utilization management
255 requirements -- Label as **Exhibit IIIC**.

256 E. Provide a summary of the most recent client satisfaction surveys or other ongoing efforts to
257 obtain and evaluate client satisfaction -- Label as **Exhibit III**. Describe how this information was
258 obtained.

259
260 **IV. Services**

261 A. Describe how Applicant plans to communicate with the Local Authority regarding the Client
262 referral process, specifically what are the parameters around access.

263 B. Describe in detail the array of Opioid Treatment Services the Applicant would offer under its
264 Proposal. Identify units of Service, where Services are offered, who would provide Services (education
265 and credentials), and the times of day and days of the week the Services would be available. Indicate the
266 capacity of all services. Include a copy of Services schedules and descriptions -- Label as **Exhibit IV**.

267 C. Describe the frequency and type of in-service training currently offered by the Applicant or
268 provided to employees including, but not limited to, training related to patient rights and standards of
269 services.

270 D. Describe the Applicant's history of working with the eligible population to be served and
271 experience of working with persons who are not compliant with treatment. Detail the specific population
272 the Applicant intends to serve. Include ages and level of severity.

273 E. Describe the Applicant's ability to work with persons who are hearing impaired, persons who
274 have limited language skills and persons who speak a language other than English. Describe how the
275 Applicant ensures cultural competency on the part of staff with regard to ethnic, racial, religious and sexual
276 orientation differences.

277 F. Describe or attach policies and procedure which describe any process the Applicant presently
278 has to receive communication from clients, family members and advocates, and to receive and resolve
279 complaints and grievances.

280 G. Describe how you will meet the cultural and linguistic needs of the clients in the Local
281 Authority's local service area.

282 H. Describe where and when you will provide Services within the Local Authority's local service
283 area, and how persons with disabilities will be able to access those Services.

284
285 **V. Budget/Financial**

286 A. Attach copies of the Applicant's last three years audited financial reports -- Label as
287 **Exhibit V**.

288
289 B. Identify current business properties that are owned or leased by Applicant and which will be
290 used in administering or providing services. If leasing properties, note the upcoming expiration date of the
291 leases.

292 C. Describe any arrangements to subcontract part or all of these services. All subcontracts must be
293 approved by the Local Authority, in its sole discretion. Name all proposed subcontractors and provide
294 information on their staff credentials, licenses and certifications.

295 D. If any individual employed by or with material interest in Applicant organization is delinquent
296 on Child Support Payments, explain arrangement to supervise and monitor.

297 **VI. Risk Profile**

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299 A. Attach a copy of the Risk Management Plan - Label as **Exhibit VIA**.

300 B. Is Applicant currently under investigation, or had a license or accreditation revoked, by any
301 state/federal/local authority or licensure agency, within the last five (5) years? If yes, explain in detail.

302 C. Does anyone working for Applicant providing direct care or in management have any felony
303 convictions? If yes, explain. Describe the process, if any, for checking on previous convictions of
304 employees or applicants for employment. Attach any policies and procedures regarding the hiring and
305 retention of persons with criminal histories -- Label as **Exhibit VIB**. Are criminal history checks done on
306 all Applicant staff annually?

307 D. Has Applicant had any judgments or settlements entered against it in the last ten (10) years? If
308 so, explain in detail.

309 E. Has either the Applicant or any of its employees had any validated fraud, client abuse, client
310 neglect, or rights violations claims in the last three (3) years? If so, explain in detail. Describe the process,
311 if any, for checking on previous confirmed fraud, client abuse, client, neglect, or rights violations of
312 employees or applicants for employment, such as through CANRS, the Nurse Aide Registry, and the
313 Employee Misconduct Registry. Describe or attach any current policies and procedures regarding client
314 abuse, client neglect, or rights violations and the training of staff on these issues -- Label as **Exhibit VIC**.

315 F. Has Applicant been placed on vendor hold within the past five (5) years by any funding agency
316 or company? If yes, explain.

317 G. Does Applicant have a Letter of Good Standing which verifies that it is not delinquent in
318 payment of Texas State Franchise Tax? Corporations that are non-profit or exempt from Franchise Tax are
319 not required to have this letter, but instead must submit a 501C IRS Exemption form from the Comptroller
320 Office. Attach and label as **Exhibit VID**.

321 H. Is Applicant currently held in abeyance or barred from the award of a federal or state contracts
322 including Medicaid or Medicare contracts? Has this occurred in the last 5 years? If so, explain.

323 I. Has Applicant ever filed bankruptcy? If yes, describe in detail.

324 J. Has Applicant ever defaulted on any business lease arrangement? If so, describe in detail.

325

326 K. Provide a Certificate of Insurance showing liability insurance coverage (property and vehicles,
327 including riders) and including directors' and officers' professional liability, errors and omissions, general
328 liability, worker's compensation and medical malpractice insurance -- Label as **Exhibit VIE**.

329 L. Attach any policies and procedures regarding medical records security -- Label as **Exhibit VIF**.

330

331 M. Provide the name of Workers' Comp carrier if Applicant has Workers' Comp coverage or self-
332 funding documents if self-funded -- Label as **Exhibit VIF**.

333 **VII. Managed Care Profile**

334 A. List current contracts with Medicaid MCOs in the service area. If the list does not include all
335 Medicaid MCOs in the service area that pay for services to the eligible population the Applicant will serve,
336 then describe plans to secure contracts with all Medicaid MCOs.

337 B. Provide Applicant's Medicaid Provider number(s). Have these ever been suspended or revoked?
338 If so, explain.

339 C. Provide Applicant's Medicare Provider number(s). Have these ever been suspended or revoked?
340 If so, explain.

341 D. Has Applicant ever been dropped from a managed care network? If so, explain.

342 E. Describe any contracts, Memoranda of Understanding, or employment relationships Applicant
343 has with other state, city or county agencies in the Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall
344 Counties health care community.

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346 **VIII. Information Systems**

347 Applicant shall be required to submit client and service information to Local Authority's data system.
348 Describe Applicant's current IS resources and expertise.

350 **XI Assurances Document**

351 Applicant assures the following:

- 352 1. That all addenda and attachments to the RFA as distributed by the Local Authority and designated
353 by the checklist have been received.
- 354 2. No attempt will be made by the Applicant to induce any person or firm to submit or not to submit a
355 proposal, unless so described in your response document.
- 356 3. The Applicant does not discriminate in its services or employment practices on the basis of race
357 color, religion, sex, national origin, disability, veteran status, or age.
- 358 4. All cost and pricing information is reflected in the RFA response documents or attachments.
- 359 5. Applicant accepts the terms, conditions, criteria, and requirement set forth in the RFA.
- 360 6. Applicant accepts the Local Authority's right to cancel the RFA at any time prior to Contract award.
- 361 7. Applicant accepts the Local Authority's right to alter the time tables for procurement as set forth in
362 the RFA.
- 363 8. The Application submitted by the Applicant has been arrived at independently without consultation,
364 communication, or agreement for the purpose of restricting competition.
- 365 9. Unless otherwise required by law, the information in the Application submitted by the Applicant
366 has not been knowingly disclosed by the Applicant to any other Applicant prior to the notice of
367 intent to award.

- 368 10. No claim will be made for payment to cover costs incurred in the preparation of the submission of
369 the Application or any other associated costs.
- 370 11. Local Authority has the right to complete background checks and verify information.
- 371 12. The individual signing this document and the Contract is authorized to legally bind the Applicant.
- 372 13. The address submitted by the Applicant to be used for all notices sent by the Local Authority is
373 current and correct.
- 374 14. No employee of the Local Authority or DSHS, and no member of the Local Authority's Board will
375 directly or indirectly receive any pecuniary interest from an award of the proposed Contract. If the
376 Applicant is unable to make the affirmation, then the Applicant must disclose any knowledge of
377 such interests.
- 378 15. That the Respondent is not currently held in abeyance or barred from the award of a federal or state
379 contract.
- 380 16. That the Respondent is not currently delinquent in its payments of any franchise tax or state tax
381 owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes,
382 Article 2.45.
- 383 17. Applicant shall disclose whether any of the directors or personnel of Applicant has either been an
384 employee or a trustee of Local Authority within the past two (2) years preceding the date of
385 submission of the Proposal. This requirement applies to all personnel, whether or not identified as
386 key personnel. If such employment has existed, or a term of office served, the Proposal shall state
387 in an attached writing the nature and time of the affiliations as defined.
- 388 18. Applicant shall identify in an attached writing any trustee or employee of Local Authority who has
389 a financial interest in Applicant or who is related within the second degree by consanguinity or
390 affinity to a person having such financial interest. Such disclosure shall include a complete
391 statement of the nature of such financial interest and the relationship, if applicable. Moreover,
392 Applicant shall state in an attached writing whether any of its directors or personnel knowingly has
393 had a personal relationship with employees or officers of Local Authority within the past two (2)
394 years.
- 395 19. No former employee or officer of DSHS, DADS, and/or Local Authority directly or indirectly aided
396 or attempted to aid in procurement of Applicant's service.
- 397 20. Applicant shall disclose in an attached writing the name of every Local Authority key person with
398 whom Applicant is doing business or has done business during the 365 day period immediately
399 prior to the date on which the Application is due; failure to include such a disclosure will be a
400 binding representation by Applicant that the natural person executing the Application has no
401 knowledge of any key persons with whom Applicant is doing business or has done business during
402 the 365 day period prior to the immediate date on which the Application is due.
- 403 21. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or
404 business entity named in this contract, bid, or application is not ineligible to receive the specified
405 grant, loan, or payment and acknowledges that this contract may be terminated and payment may
406 be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "vendor or
407 applicant" shall mean Applicant; contract, bid or application shall mean the Proposal; and "this
408 contract" shall mean any Contract awarded to the Successful Applicant.

410	Signature Authority for the Provider	Title of Organization	Date
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Attachment A

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ADULT OPIOID TREATMENT SERVICES (OTS)

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Eligible Population Definition

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The Eligible Population for adult male/female opioid services as defined by DSHS consists of:

Adult Texas residents who meet financial criteria for DSHS-funded substance use disorder services and have met The Diagnostic and Statistical Manual of Mental Disorders criteria for a moderate or severe opiate use disorder (opiate dependence) for at least 12 consecutive months.

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The following information must be used to operationalize these definitions to determine if an individual meets this definition. Only the Local Authority may determine an individual is a member of the Priority Population.

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Service Determination

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In targeting services to the Eligible Population, the choice of and admission to services is determined jointly by the contractor providing services and the Local Authority. The contractor will assess the client for diagnosis, and submit to the Local Authority for authorization. Criteria used to make these determinations are the diagnosis, the level of functioning of the individual (GAF Score), the needs of the individual, and the availability of resources.

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DSHS Funding

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Funds appropriated by the Legislature for opioid treatment services may be spent only to provide services to the Priority Population. Successful Applicants who wish to offer services to people other than those in the Eligible Population may do so using non-departmental funds.

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Attachment B

**ADULT MALE /FEMALE OPIOID TREATMENT SERVICES (OTS)
SERVICE DEFINITIONS**

Contractor will perform the following:

1. Medication and Counseling Treatment

- a. Contractor will provide medication-assisted treatment (MAT) that includes counseling and behavioral therapy to treat adult males/females opiate/opioid-dependent with moderate or severe opiate use disorder.

2. Documentation and Testing

Contractor will document opioid treatment-related activities and services, and testing in the Department of State Health Services (DSHS) Clinical Management for Behavioral Health Services (CMBHS) system. This information collected in CMBHS will assist NTBHA in determining the number of clients served and the opioid treatment-related services and activities provided by the Contractor.

- b. Contractor will provide and document provision of medication and counseling in CMBHS.
- c. Contractor will attach the informed consent form to an administrative note and record clinical documentation into the client’s CMBHS record. e.g. diagnostic tests such as the Clinical Institute Withdrawal Assessment or Beck Depression Inventory, physician orders, etc.
- d. Contractor will include the routine, opt-out screening, testing, and immunization services on its standard consent to treat form and upload in CMBHS.
- e. Contractor will provide or arrange for interim services including screening for tuberculosis, hepatitis B and C, sexually transmitted diseases (STD), and Human Immunodeficiency Virus (HIV) and document in CMBHS.
- f. Contractor will provide and document in CMBHS health screenings, testing, immunizations, and prevention education. Contractor will use the funds and associated billing codes provided through this contract to provide these services directly, subcontracting only laboratory services:
 - (1) Required testing including syphilis and tuberculosis
 - (2) Routine, opt-out screening and testing for the following: hepatitis B and C, gonorrhea, chlamydia, Human Immunodeficiency Virus (HIV), diabetes (using A1c testing) and obesity for all DSHS funded clients.
 - (3) Routine, opt-out immunizations for hepatitis B and C and Tetanus.
- g. Contractor will document the needs of the client in CMBHS, including medical care and behavioral healthcare needs. The treatment plan will include courtesy dosing/temporary transfer, discharge criteria, and discharge plan.
- h. Clinical staff must have specific documented training in the following:
 - (1) Motivational Enhancement Therapy (MET) or MI techniques.
 - (2) Trauma, abuse and neglect, violence, Post-Traumatic Stress Disorder, and related conditions.
 - (3) State of Texas COPSD training.
 - (4) Medicaid eligibility.

3. Annual Survey

Contractor will collect the OTS Annual Survey.

- 481 a. Contractor will use the DSHS-approved client satisfaction OTS Annual survey
482 template for collecting information from clients who have received OTS.
483 b. Contractor will have a process for collecting client survey data.
484 c. Contractor will submit results of client surveys in an annual report to DSHS. Report
485 due date to be determined by DSHS.
486

487 4. Conference Calls

- 488 a. Contractor's program directors will participate in monthly conference calls as
489 scheduled by DSHS/NTBHA to address programmatic, documentation, or testing
490 issues.

491 COMPLIANCE WITH APPLICABLE LAW:

- 492
- 493 1. Contractor will maintain throughout the term of this Contract the organization's certification and
494 licensure compliance with applicable statutes, guidelines, and regulations related to opioid treatment
495 services adopted by Department of State Health Services (DSHS), the Substance Abuse and Mental Health
496 Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT), and the Drug
497 Enforcement Agency (DEA).
498
 - 499 2. Contractor will maintain throughout the term of the Contract the organization's compliance with rules
500 adopted by DSHS related to providing opioid treatment services to adult males and females as stated in
501 Title 25 of the Texas Administrative Code (TAC) and Code of Federal Regulations (CFR).
 - 502 a) Chapter 229, Subchapter J – Minimum Standards for Narcotic Treatment
503 Programs;
 - 504 b) Chapter 441 - General Provisions;
 - 505 c) Chapter 442 - Investigations and Hearings; and
 - 506 d) 42 CFR, part 8, Opioid Drugs in Maintenance and Detoxification Treatment of
507 Opiate Addiction; Final Rule.
508
 - 509 3. Contractor will ensure that Contractor staff providing direct OTP services maintain certification and
510 licensure compliance with applicable statutes, guidelines, and regulations adopted by DSHS, the
511 Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment
512 (CSAT), and the Drug Enforcement Agency throughout the term of this Contract.
513
 - 514 4. Contractor will ensure that Contractor's staff providing direct OTP services maintain their professional
515 license compliance with rules adopted by DSHS as stated in Title 25 of the Texas Administrative Code
516 (TAC), Chapter 140 Health Professions Regulation, Subchapter I. Licensed Chemical Dependency
517 Counselors (LCDCs) throughout the term of this Contract.
518
519

520 ADMINISTRATIVE AND ORGANIZATIONAL REQUIREMENTS:

- 521
- 522 1. Contractor will establish a comprehensive resource network made up of community, health, and social
523 service agencies serving or having interest in the target population. Contractor will engage and
524 collaborate with community resources through memoranda of understanding (MOUs) and defining the
525 collaborative relationships with the following:
 - 526 a. DSHS-funded treatment, prevention, intervention, mental health and co-occurring
527 psychiatric and substance use disorders (COPSD) providers.
 - 528 b. LMHAs within Contractor's HHS Region and service area including DSHS-funded
529 Outreach, Screening, Assessment, and Referral (OSAR) providers.

c. Local and regional health departments, local Federally Qualified Health Centers (FQHC's) and other primary care centers.

2. The Contractor shall maintain all required MOUs on file for review by DSHS. All MOUs must be signed by both parties, individualized, annually renewed, and contain beginning and end dates.
3. Contractor shall have MOUs in place within 60 days of the start date of the Contract and detail the procedure in which the OSAR or other DSHS approved staff will conduct clinical and financial eligibility screenings for DSHS-funded OTS recipients prior to admission and billing.
 - a. All requests to designate staff as "DSHS-approved" to conduct clinical and financial eligibility screenings must be submitted to DSHS program services unit staff and approval must be kept on file for DSHS review.

CONTRACT DELIVERABLES

Deliverables	Delivery Date
CMBHS documentation and testing	Ongoing
OTS Annual Survey Report	9/30/2017

B. BILLING AND CMBHS REQUIREMENTS:

1. Contractor will use the DSHS Clinical Management for Behavioral Health Services system (CMBHS).
2. Contractor will submit monthly billings through CMBHS and will be reimbursed for services provided under this Contract utilizing the established unit rates.
3. The Contractor shall adopt policies and procedures that conform with General Provisions § 21.08 Waiting List and §2.109 Interim Services. The contractor shall report available capacity and waiting list information Monday through Friday through CMBHS and comply with procedures specified by DSHS.
4. Contractor will designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
5. Contractor will have a security policy that ensures adequate system security and protection of confidential information.
6. Contractor will notify the CMBHS Help-desk within seven (7) business days of any change to the designated Security Administrator or the back-up Security Administrator.
 - a. Contractor will ensure that access to CMBHS is restricted to only authorized users. Contractor will, within 24 hours, remove access to users who are no longer authorized to have access to secure data.
 - b. In addition to CMBHS Helpdesk notification, Contractor will submit a signed CMBHS Security Attestation Form and a list of Contractor's employees, contracted labor and subcontractors authorized to have access to secure data.
 - c. Contractor will submit the CMBHS Security Attestation Form electronically biannually as designated by DSHS to the designated Substance Abuse mailbox.
7. Contractor will submit all documents identified in the Contract by the required due date.
8. Contractor's duty to submit documents survives the termination or expiration of this Contract.

Report Name	Due Date
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575

CMBHS Security Attestation Form and list of authorized users	Biannually as designated by DSHS
OTS Annual Survey Report	September 30, 2017
Closeout documents	Due 45 days after Contract end date.

Attachment C

Selection and Notification of Award

North Texas Behavioral Health Authority Transition Coordinator shall convene a committee to make the evaluation of applications that result in the recommendation for Contract negotiation.

The successful Respondent shall receive a written notice of award from North Texas Behavioral Health Authority no later than ten (10) days after selection for award.

Attachment D: FY2017 ADULT OPIOID TREATMENT SERVICE RATES

* Based on Texas Medicaid rates. Subject to change.

Treatment Service Types	Program ID	Activity Unit Rate*	per hour/day test/visit	Days or Units (LOS)	Estimated Average \$ per client
Medication Assisted Therapy (MAT) -comprehensive medication services per 15 minutes (max 4 units per day)	SA/TRA-OTS	\$ 20.00	qtr hr	4	\$ 80.00
Methadone administration service-1 time per day	SA/TRA-OTS	\$ 11.00	day	365	\$ 4,015.00
Methadone take-home dose	SA/TRA-OTS	\$ 2.00	day	365	\$ 730.00
Buprenorphine Dispensing Services with Supervision in a Chemical Dependency Treatment Facility (CDTF)	SA/TRA-OTS	\$ 20.00	day	365	\$ 7,300.00
Buprenorphine Dispensing Service without Supervision as a take-home dose	SA/TRA-OTS	\$ 17.50	day	365	\$ 6,387.50
Outpatient Counseling Individual (15 min.)	SA/TRA-OTS	\$ 14.50	day	365	\$ 14.50
Outpatient Counseling Group (1 hour)	SA/TRA-OTS	\$ 18.00	qtr hr	1	\$ 18.00
Outpatient Visit - Immunization Consent	SA/TRA-OTS	\$ 40.27	visit	1	\$ 40.27
Hepatitis B	SA/TRA-OTS	\$ 11.84	test	1	\$ 11.84
Hepatitis C	SA/TRA-OTS	\$ 16.35	test	1	\$ 16.35
HIV (initial)	SA/TRA-OTS	\$ 27.60	test	1	\$ 27.60
HIV (confirmatory)	SA/TRA-OTS	\$ 10.18	test	1	\$ 10.18
Gonorrhea	SA/TRA-OTS	\$ 40.21	test	1	\$ 40.21
Chlamydia	SA/TRA-OTS	\$ 40.21	test	1	\$ 40.21
Diabetes	SA/TRA-OTS	\$ 11.12	test	1	\$ 11.12
Outpatient Visit - Follow-up (Results/Linkages)	SA/TRA-OTS	\$ 33.27	visit	1	\$ 33.27