

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

REQUEST FOR PROPOSAL

**MENTAL HEALTH CRISIS HOTLINE
AND/ OR
MOBILE CRISIS OUTREACH TEAM SERVICES**

RFP# 2016-06-01

Approved as to Form and Legality

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NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

(PROJECT # 2016-06-01)

TABLE OF CONTENTS

| | |
|--|-------|
| TABLE OF CONTENTS | 2 |
| PURPOSE & BACKGROUND | 3 |
| EXHIBIT A: PROCUREMENT TIMELINE | 4 |
| EXHIBIT B: SCOPE OF SERVICES BEING PROCURED | 5-9 |
| EXHIBIT C: EVALUATION, SELECTION CRITERIA AND PROCESS | 10-11 |
| EXHIBIT D: PROPOSAL REQUIREMENTS FOR MENTAL HEALTH CRISIS HOTLINE/MOBILE CRISIS OUTREACH TEAM | 12-21 |
| EXHIBIT E: RESIDENT/NON-RESIDENT CERTIFICATION | 22 |
| EXHIBIT F: ASSURANCES | 23 |

PURPOSE & BACKGROUND

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

The Local Authority's Mission is:

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

As required by agreement with the Texas Department of State Health Services, NTBHA must provide, directly or by contract, the services of highly qualified and competent personnel to handle around-the-clock mental health crisis calls through a mental health crisis line ("hotline") and dispatch a Mobile Crisis Outreach Team ("MCOT") when necessary for persons having a serious mental health issue such as imminent suicidal or homicidal inclinations for appropriate referral and guidance.

By issuance of this Request for Proposals ("RFP"), NTBHA is hereby requesting bids for the provision of professional services associated with the execution and the maintenance of a Mental Health Crisis Hotline ("hotline") and/or a Mobile Crisis Outreach Team ("MCOT"). **This RFP is requesting bids for either a Mental Health Crisis Hotline ("hotline") with a Mobile Crisis Outreach Team ("MCOT") component; or Mental Health Crisis Hotline ("hotline") services or a Mobile Outreach Crisis Team ("MCOT").** The services will be provided by qualified providers on a twenty-four hours per day, 365 days per year, including all holidays, basis. Services will be procured for a contracted period of eight (8) months beginning January 1, 2017, and ending August 31, 2017, with one (1) additional one-year contract renewal at the sole option of NTBHA.

ACCEPTABLE RESPONSES:

- 1. Mental Health Crisis Hotline ("hotline") WITH a Mobile Crisis Outreach Team ("MCOT") component.**
- 2. Mental Health Crisis Hotline ("hotline")**
- 3. Mobile Outreach Crisis Team ("MCOT")**

Copies of the RFP Document may be obtained via internet at <http://nthba.org>, or picked up at 1201 Richardson Drive, Ste 270, Richardson, TX 75080.

All questions regarding the RFP #2016-06-01 should be directed to Christina Gonzales via e-mail at cgonzales@ntbha.org.

PROPOSAL DOCUMENTS:

- EXHIBIT "A", entitled "PROCUREMENT TIMELINE"
- EXHIBIT "B", entitled "SERVICE REQUIREMENTS"
- EXHIBIT "C", entitled "EVALUATION AND SELECTION CRITERIA AND PROCESS"
- EXHIBIT "D", entitled "PROPSAL REQUIREMENTS FOR MENTAL HEALTH CRISIS HOTLINE SERVICES / MOBILE CRISIS OUTREACH TEAM SERVICES"
- EXHIBIT "E", entitled "RESIDENT/NON-RESIDENT CERTIFICATION"
- EXHIBIT "F", entitled "ASSURANCES"

EXHIBIT A: PROCUREMENT TIMELINE

| <u>DATE</u> | <u>EVENT</u> |
|---|---|
| <u>July 20th, 2016</u> | The Request for Proposal (RFP) announcement is issued to identified agencies. |
| <u>August 3rd, 2016</u> | Questions will no longer be accepted for the RFP. An FAQ will be posted no later than August 5 th , 016. |
| <u>August 10th, 2016</u> | Responses must be submitted to NTBHA no later than 5 PM, CDT , (See Instructions for Proposal Submission, following) |
| <u>September 9th, 2016</u> | NTBHA completes review of bids and selection of vendor* |
| <u>September 16th, 2016</u> | Announcement of contract award* |

END OF EXHIBIT A

*Completion of review and selection of award may occur sooner.

EXHIBIT B: SERVICE REQUIREMENTS

1.01 Services in General.

Crisis Hotline: The hotline serves as the first point of contact for mental health crises in the community, providing confidential telephonic triage to determine the immediate level of need and to mobilize emergency services for the caller if necessary. The hotline operates continuously and is staffed 7 days per week, 24 hours per day in a manner that satisfies the requirements of Title 7 of the Texas Health and Safety Code (§ 534.053(a)(1)). The hotline must be staffed by Qualified Mental Health Professionals (QMHP-CS) sufficiently to meet the performance requirements of providing screening and assessment of the nature and seriousness of the call. Initial assessments are followed by immediate and appropriate referrals for assistance or treatment. The hotline staff makes referrals to appropriate law enforcement resources, the Mobile Community Outreach Team, or other crisis services and conducts follow-up contacts to ensure that callers successfully accessed the referred services. If an emergency is not evident after further screening or assessment, the hotline staff makes referrals to appropriate non-emergency resources. The hotline staff works in close collaboration with local law enforcement agencies, and the 211 and 911 systems. Contractor will provide the space, furniture, office supplies and recording equipment necessary to perform the services.

The service shall be directed at achieving one or more of the following outcomes:

- Immediate relief of distress in pre-crisis and crisis situations.
- Reduction of the risk of escalation of a crisis.
- Arrangements for emergency onsite responses when necessary to protect individuals in a crisis.
- Referral of callers to appropriate services when other or additional intervention is required.
- Dispatch Crisis Rehabilitation case workers as needed.

Mobile Crisis Outreach Teams: Clinically staffed mobile treatment teams that provide prompt face-to-face crisis assessment, crisis intervention services, crisis follow-up, and relapse prevention services for individuals in the community. These services must reach individuals at their place of residence, school and/or other community-based safe locations, 24 hours per day, 365 days per year. The contracted vendor will provide mobile crisis service 24 hours a day and 7 days a week. The mobile crisis service provides on-site, in-person intervention for individuals experiencing a psychiatric crisis. Mobile crisis services shall be directed at achieving one or more of the following outcomes:

- Immediate relief of distress in crisis situations.
- Reduction in the level of risk present in the situation.
- Conduct face-to-face risk assessment of all individuals who may need emergency inpatient psychiatric hospitalization.
- Referral to or arrangement for any additional mental health or substance abuse services which may be needed.

1.02 Target Population

Persons served must meet the priority population definition as defined by the Department of State Health Services.

Priority Population Adults: Individuals that have a severe and persistent mental illness such as schizophrenia, major depression, bipolar disorder, or other severely disabling mental disorders which require crisis resolution or ongoing and long-term support and treatment.

Priority Population Child and Adolescent: Children ages 3 through 17 with a diagnosis of mental illness (excluding a single diagnosis of substance abuse, mental retardation, autism or pervasive development disorder) who exhibit serious emotional, behavioral or mental disorders and who:

- Have a serious functional impairment; or
- Are at risk of disruption of a preferred living or child care environment due to psychiatric symptoms; or
- Are enrolled in a school system’s special education program because of serious emotional disturbance.

1.03 Crisis Call Workload.

The Successful Contractor must be able to respond to and complete disposition of an average of 3,600 calls per month or an average of 43,200 hotline calls per year.

1.04 AAS Accreditation.

The Successful Contractor will be accredited, as an entity, by the American Association of Suicidology (“AAS”), meeting the minimum scoring requirements (outlined below) or other standards required by the Texas Department of State Health Services (“DSHS”), and remain contractually responsible for compliance with the applicable standards throughout the term of an awarded contract. For all components, under each area, excluding Lethality Assessment and Rescue Services in the 9th and 10th edition, a minimum component score of 2 is required and an area minimum score is required as shown below. The contractor should use the edition of the AAS Organization Accreditation Standards Manual that is applicable to the year of accreditation.

Listed below are the minimum scores acceptable to meet DSHS standards in each area described in the 8th, 9th, and 10th Edition of the AAS Organization Accreditation Standards Manual.

| AREA | 8 th EDITION MINIMUM SCORE | 9 th EDITION MINIMUM SCORE | 10 th EDITION MINIMUM SCORE |
|---|--|---|--|
| 1. Administration and organizational structure | 12 | 11 | 14 |
| 2. Training Program/ Screening, Training, and Monitoring Crisis Workers | 24 | 16 | 16 |
| 3. General Service Delivery | 21 | 16 | 16 |
| 4. Services in Life-Threatening Situations | 16 | 8 | 8 |
| 5. Ethical Standards and Practice | 19 | 13 | 13 |
| 6. Community Integration | 13 | 9 | 9 |
| 7. Program Evaluation | 18 | 10 | 10 |

1.05 Maintenance of Recording Equipment and Preservation of Recordings. The Successful Contractor shall own and be responsible for maintenance of the recording equipment and preservation of the recordings and any protected health information that may be stored therein related to the operation of the hotline and/or the MCOT.

1.06 Compliance with State Requirements. The Successful Contractor shall comply with the following provisions of 25 Texas Administrative Code, Subchapter G Mental Health Community Services Standards, or with such amended or superseding provisions of the following provisions as

may be adopted by the Texas Department of State Health Services during the term of this Agreement:

§412.301. Purpose and Application.

§412.303. Definitions.

- (9) Competency
- (13) Crisis
- (16) Cultural competency
- (48) QMHP-CS or qualified mental health professional

§412.314 Access to Mental Health Community Services.

- (b) Crisis screening and response system.
- (c) Telephone access.
- (d) Timely service based on need.
- (e) Communication with individuals.
- (f) Service information.
- (g) Access to emergency medical and crisis services.
- (h) Continuity of services.

§412.316 Competency and Credentialing.

- (a) Competency of staff.
- (d) Additional requirement for credentialing QMHP-CS

§412.321 Crisis Services.

- (b) Immediate screening and assessment.
- (d) Physician assessment.
- (e) Documentation of crisis services.
- (f) Communication of crisis contacts.

1.07 Compliance with NTHBA Protocols for:

- a. **Crisis Line:** The Successful Contractor shall comply with NTHBA's established protocols for crisis hotline services. Such protocols shall provide at a minimum the following items:
 - 1) Crisis Line calls will be answered immediately by staff who must be a Qualified Mental Health Professional – Community Services (QMHP-CS) currently certified by the American Association of Suicidology ("AAS");
 - 2) The calling party is to be informed of staff's first name and there is to be identification of the phone line reached;
 - 3) No callers will be placed on "hold";
 - 4) Calls will be handled by qualified staff per Crisis Line protocol;
 - 5) All callers will be screened and assessed using procedures and documentation approved by NTBHA;
 - 6) Callers identified as being in crisis who may require emergency services will be linked or referred for an immediate face-to-face assessment by a QMHP-CS;
 - 7) Provider will render usage and disposition reports to NTBHA on a monthly basis in a form and format required by the NTBHA;
 - 8) Provider will make staff and facilities available for audit and reviews by NTBHA, State Department of Health Services or other authorized Governmental agencies; and
 - 9) Provider will implement corrective action plans to address identified issues/problems in accordance with NTBHA's Quality Management Plan.

- b. **Mobile Crisis Outreach Teams (MCOTs)** The Successful Contractor shall comply with NTHBA's established protocols for crisis hotline services. Such protocols shall provide at a minimum the following items:

- **Emergency Care Services** – Mental health community services or other necessary interventions directed to address the immediate needs of an individual in crisis in order to assure the safety of the individual and others who may be placed at risk by the individual's behaviors, including, but not limited to, psychiatric evaluations, administration of medications, hospitalization, stabilization or resolution of the crisis. (25 TAC, Subchapter G, §412.303, (20), general provisions)
Requirements per 25 TAC, Subchapter G, §412.314, (1)(B), emergency care services/: If during a screening it is determined that an individual is experiencing a crisis that may require emergency care services, the QMHP-CS must:
 - a) take immediate action to address the emergency situation to ensure the safety of all parties involved;
 - b) activate the immediate screening and assessment processes as described in §412.321 of this title (relating to Crisis Services); and
 - c) provide or obtain mental health community services or other necessary interventions to stabilize the crisis.
- **Urgent Care Services** - Mental health community services or other necessary interventions provided to persons in crisis who do not need emergency care services, but who are potentially at risk of serious deterioration. (25 TAC, Subchapter G, §412.303, (61), general provisions)
Requirements per 25 TAC, Subchapter G, §412.314, (1) (C), urgent care services:
If the screening indicates that an individual needs urgent care services, a QMHP-CS must within eight hours of the initial incoming hotline call or notification of a potential crisis situation:
 - a) perform a face-to-face assessment; and
 - b) provide or obtain mental health community services or other necessary interventions to stabilize the crisis.

- 1.08 **Reports of Abuse and Neglect.** The Successful Contractor shall report any allegations of abuse and neglect in accordance with applicable state laws and rules of the Texas Department of State Health Services and Texas Department of Protective Services.
- 1.09 **AIDS/HIV Workplace Guidelines.** The Successful Contractor shall have adopted and implemented policies which capture the spirit and intent of the workplace guidelines adopted by the State, and AIDS/HIV confidentiality guidelines, consistent with state and federal law.
- 1.10 **Receipts and Records.** The Successful Contractor shall agree to provide NTBHA, upon request, with original receipts (if any) for the purchases of all goods and services involving the use of NTBHA funds as well as all other financial and supporting documents and statistical records. The successful contractor shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to NTBHA, for a period of six (6) years from the expiration or termination of an awarded contract.
- 1.11 **Access.** Pursuant to the Texas Health and Safety Code Section 534.060, the Successful Contractor agrees to allow the State, including the Office of the State Auditor, NTBHA its representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other information under control of the Successful Contractor, as necessary, to enable the State or NTBHA to audit, monitor, and review all financial or programmatic activities in services associated with an awarded contract.
- 1.12 **Retention of Records.** The Successful Contractor agrees to retain all records pertinent to an awarded contract for a period of six (6) years from the expiration or termination of the contract.
- 1.13 **Protected Health Information.** During the term of an awarded contract, the Successful Contractor may receive from NTBHA, or may receive or create on behalf of NTBHA, certain confidential health or medical information ("Protected Health Information" or "PHI"). This PHI is subject to

protection under and it is the intent of the parties to be in full compliance with state and federal law, including the Health Insurance Portability and Accountability Act, Texas Health and Safety Code Chapter 181, and implementing regulations issued pursuant thereto, and the requirements of Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, subtitled the Health Information Technology for Economic and Clinical Health Act, Pub. L. No. 111-005 (“HITECH Act”), and their implementing regulations (collectively "HIPAA" herein) to the extent such law and regulations apply during the term hereof.

END OF EXHIBIT B

EXHIBIT C: EVALUATION, SELECTION CRITERIA AND PROCESS

Any award made based upon this Request for Proposal will be based upon Best Value to NTBHA, which is the optimum combination of economy and quality resulting from fair, efficient, and practical procurement decision-making and which consider the following relevant factors:

1. the delivery terms;
2. the quality and reliability of the respondent's services;
3. the extent to which the services meet NTBHA's needs;
4. the respondent's description of integrated and seamless service between the Crisis hotline and the MCOT provider
5. indicators of probable respondent performance under the contract, such as the respondent's past performance, the respondent's financial resources and ability to perform, and the respondent's experience and responsibility;
6. the impact on the ability of NTBHA to comply with laws and rules relating to historically underutilized businesses or relating to the procurement of services from persons with disabilities;
7. the total long term cost to NTBHA of contracting for the respondent's services;
8. the cost of any staff training associated with the contract;
9. the contract price;
10. the ability of the respondent to perform the contract and to provide the required services within the contract term, without delay or interference;
11. the respondent's history of compliance with the laws relating to its business operations and the affected service(s) and whether it is currently in compliance;
12. whether the respondent's financial resources are sufficient to perform the contract and to provide the service(s);
13. whether necessary or desirable support and ancillary services are available to the respondent;
14. the character, responsibility, integrity, reputation, and experience of the respondent;
15. the quality of the facilities and equipment available to or proposed by the respondent;
16. the ability of the respondent to provide continuity of services;
17. the ability of the respondent to meet all applicable written policies, principles, regulations, and standards of care; and
18. any other factor relevant to determining the best value for NTBHA in the context of a particular contract.

The evaluation process is as follows:

1. All proposals received by the established deadline will be evaluated and ranked by NTBHA's RFP Evaluation Committee according to the factors above.
2. Respondents meeting the requirements and criteria may be invited to interview with NTBHA to further clarify the evaluations of proposals, if deemed necessary by the committee.

3. Additional information, such as copies of the Respondent's Organizational Policies, Procedures and Quality Assurance documents, may be requested during contract negotiations.
4. Visits may be conducted to potential service contractors.
5. Based on resulting ranking of the proposals one or more Respondents may be asked to participate in negotiation with NTBHA.
6. APPEALS and/or PROTEST. Any Respondent's wishing to protest or appeal the selection process must do so within 7 days of the proposal award. Protest or appeals must clearly state with specificity the grounds upon which the award selection is being challenged. Send via certified mail to:

Crisis Hotline/ MCOT Services PROJECT # 2016-06-01
North Texas Behavioral Health Authority
ATTN: Christina Gonzales
1201 Richardson Dr, Ste 270
Richardson, TX 75080

7. Proposals submitted become the property of NTBHA and will not be returned to the Respondent's.

***FOR ACCURATE SCORING, IT IS THE RESPONDENTS RESPONSIBILITY TO ENSURE ALL PROPOSALS CLEARLY IDENTIFY THE SERVICES THEY ARE BIDDING FOR. PLEASE REVIEW THE FOLLOWING LIST OF ACCEPTABLE RESPONSE BIDS. BE SURE TO CLEARLY IDENTIFY THE SERVICE BEING PROPOSED.**

ACCEPTABLE RESPONSES:

1. Mental Health Crisis Hotline ("hotline") WITH a Mobile Crisis Outreach Team ("MCOT") component.
2. Mental Health Crisis Hotline ("hotline")
3. Mobile Crisis Outreach Team ("MCOT")

| |
|--------------------------------|
| <u>END OF EXHIBIT C</u> |
|--------------------------------|

EXHIBIT D:
REQUIREMENTS FOR
MENTAL HEALTH CRISIS HOTLINE/
MOBILE CRISIS OUTREACH TEAM SERVICES

Applicant may submit the application in hard copy or electronically. If submitted in hard copy, one document must be labeled ‘original’, and must be accompanied by one (1) additional copy by mail or in person to the address below no later than **5:00 p.m., Central Daylight Time, August 10, 2016** to:

For hand delivered bids:

Crisis Hotline/ MCOT Services PROJECT # 2016-06-01
North Texas Behavioral Health Authority
ATTN: Christina Gonzales
1201 Richardson Dr, Ste 270
Richardson, TX 75080

For Mailed/Express Delivered bids:

Crisis Hotline/ MCOT Services PROJECT # 2016-06-01
North Texas Behavioral Health Authority
ATTN: Christina Gonzales
1201 Richardson Dr, Ste 270
Richardson, TX 75080

Hard copy applications must be received sealed and marked “RFP# 2016-06-01”. If submitted electronically, applications must be submitted in PDF format and attached in an e-mail that identifies it as the ‘original’ application. RFP number must be on the “Subject Line” of the email. Applications must be submitted no later than **5:00 p.m., Central Daylight Time, August 10, 2016** to:

cgonzales@ntbha.org.

INSTRUCTIONS FOR COMPLETION

Please be sure to answer every question. If the question does not apply to the Applicant, simply and clearly document “N/A”. Evaluation of Applicant eligibility is based on completed questions. ALL unanswered questions will be considered omissions. Answer all questions in the order of this proposal outline. Use the forms attached or prepare responses in the same format. Clearly designate each item in the document as it appears in this outline (by number, letter, and question). The document should be double spaced, type size at least 11 pitch. NTBHA reserves the right to review only completed Proposals. NTBHA reserves the right to hold subsequent face to face or telephone interviews for clarification and/or negotiation purposes. Interviews will not be solicited for the purpose of completing incomplete proposals. Multiple omissions and/or incomplete responses may result in disqualification. All supporting documentation should be attached to the appropriate section of the Proposal and in the order described in this Application Outline section.

INSTRUCTIONS AND CONDITIONS

- 1. LATE PROPOSALS:** Proposals received at the specified location after submission deadline shall be returned unopened and shall be considered void and unacceptable. The official time shall be determined by the time/date stamp when received by the front desk receptionist at the North Texas

Behavioral Health Authority, 1201 Richardson Dr, Ste 270, Richardson, TX 75080, North Texas Behavioral Health Authority is not responsible for lateness of mail, carrier, etc.

2. **FUNDING:** This contract shall be funded by State of Texas General Revenue, Medicaid and/or Third Party Insurance.
3. **ETHICS:** Respondents shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, official or agent of NTBHA.
4. **IT IS UNDERSTOOD** NTBHA reserves the right to accept or reject any and/or all proposals for any or all services covered in this solicitation and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interest of NTBHA.
5. **MODIFICATIONS:** NTBHA reserves the right to modify the general description and scope of services, by issuing written addenda of any such modifications.
6. **ADDENDA:** Any interpretations, corrections or changes to the Request for Proposal (RFP) and specifications shall be made by written addenda. Sole issuing authority of addenda shall be vested in the Contracts Coordinator. Addenda shall be mailed to all who are known to have received a copy of the Request for Proposal. All such addenda become, upon issuance, an inseparable part of the specifications which must be met for the offer to be considered. All responding Respondents shall acknowledge receipt of all addenda.
7. **ALTERING PROPOSALS:** Any corrections, deletions, or additions to offers may be made prior to closing date and time of the solicitation. No oral, telephone, telegraphic, fax, E-mail, or other electronically transmitted corrections, deletions, or additions shall be accepted. The Respondent shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.
8. **WITHDRAWAL OF PROPOSALS:** A proposal shall not be withdrawn or canceled by the Respondent unless the Respondent submits a letter prior to the closing date. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the offer.
9. **PROPOSALS SHALL BE** received and publicly acknowledged at the location, date and time stated within this document. Respondents, their representatives and interested persons may be present. The proposal shall be received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept confidential during negotiations.

However, all proposals shall be open for public inspection after the contract is awarded and written notification is sent to both successful and unsuccessful Respondents, except for trade secrets and confidential information contained in the proposal and identified by the Respondents as such. Such information may still be subject to disclosure under the Public Information Act based on the Texas Attorney General opinions and on steps taken by the Respondent to protect the information outside the scope of the RFP process.
10. **SALES TAX:** NTBHA is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal shall not include taxes.
11. **PROPOSALS MUST COMPLY** with all federal, state, county and local laws. All services must be in compliance with federal, state, county and local rules, codes, regulations, laws, and executive orders.

12. **RESPONDENTS SHALL PROVIDE** with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal. There is no expressed or implied obligation for NTBHA to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and NTBHA will not reimburse responding firms for these expenses, nor will NTBHA pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.
1. **Title page.** Title page should include the RFP # and subject. The Respondent's name, the name, address, and telephone number of a contact person; and the date of the proposal transmitted. ***Additionally, include the type of service the respondent is bidding for, acceptable responses include:***
 - i. *Mental Health Crisis Hotline ("hotline") WITH a Mobile Crisis Outreach Team ("MCOT") component.*
 - ii. *Mental Health Crisis Hotline ("hotline")*
 - iii. *Mobile Crisis Outreach Team ("MCOT")*
 2. **Submission Letter.** A letter of understanding by the person or officer of the Respondent entity that is authorized to enter into a contractual agreement on behalf of Respondent indicating acceptance and commitment to the work to be done as well as a succinct statement as to why the Respondent believes itself is the best qualified.
 3. **Detail Proposal.** Response to Proposal Guidelines as specified in this document.
 4. **References.** Submit as specified in Section A.16 of this document.
 5. **Respondent's contact.** Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the Proposal
13. **EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this Request for Proposal shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and NTBHA shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. NTBHA reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of NTBHA.
14. **MINORITY OWNED BUSINESSES:** Historically Underutilized Business and/or Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best practices of quality services and facilities will prevail. All interpretations of these specifications shall be made on the basis of this statement.
16. **REFERENCES:** NTBHA requests Respondent to supply, with this RFP, a list of at least three (3) references where similar services have been provided by their organization. Include name, contact name, address, telephone number and description of services provided for each reference.

17. **INSURANCE:** Successful contractor must provide proof of minimum insurance coverage prior to start of contract and annually thereafter of liability insurance (including general liability, and workers compensation coverage) as follows:

| | |
|----------------------------------|---|
| SCHEDULE: Professional Liability | \$1,000,000/\$3,000,000 |
| General Liability | \$1,000,000/\$3,000,000 |
| Worker's Compensation | In accordance with Texas Statutory Requirements |

18. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS:** A prospective Respondent must affirmatively demonstrate Respondent's responsibility. A prospective Respondent must meet the following minimum requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed performance schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics; and
5. be otherwise qualified and eligible to receive an award

NTBHA may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above and any other required documentation.

19. **LIMITATIONS:** Any Respondent currently held in abeyance from or barred from the award of a Federal or State contract may not contract with NTBHA.

20. **CONSIDERATION:** For an offer to be considered, the Respondent must meet NTBHA's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective contract, and submit the completed offer according to the time frames, procedures, and forms stipulated by NTBHA.

21. **CONTRACT:** In the event Respondent and NTBHA are satisfied with the proposal submission and its conditions in its entirety and no modification or negotiations are warranted, the submitted proposal shall serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of Respondent's anticipated agreement subject to refinement and negotiation can be obtained upon request to Christina Gonzales via email at: cgonzales@ntbha.org.

22. **TERMINATION OF CONTRACT:** NTBHA reserves the right to terminate any resulting contract with thirty (30) days written notice.

23. **CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government code Title 5, Subtitled C., Chapter 171.

24. **SUCCESSFUL RESPONDENT SHALL** defend, indemnify and save harmless NTBHA or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFP.

25. **NOTICE:** Any notice provided by this proposal (or required by Law) to be given to the successful Respondent by NTBHA shall be deemed to have been given and received on the next day after such written notice has been deposited in the mail in Richardson, Texas by Registered or Certified

Mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

26. **CONTRACT MONITOR:** Under this contract NTBHA shall appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between NTBHA and the successful Respondent.
27. **INVOICES** shall show all information as required and shall be mailed directly to **NTBHA** location and staff person as set out in the contract entered into by NTBHA and Contractor.
28. **PAYMENT** shall be made upon receipt of valid invoice and approval by NTBHA of all completed and authorized services as set out in the contract entered into by NTBHA and Contractor.
29. **ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of NTBHA.
30. **ORDER OF PRECEDENCE:** Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.
 - A. Request for Proposal Instructions and Conditions
 - B. Proposal Guidelines, if any.
 - C. Other documents, exhibits and attachments

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

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

APPLICATION OUTLINE

Each Respondent must answer each of the following items completely. You may attach additional materials as necessary to provide support information and details. Failure to disclose or provide complete and accurate responses, or to utilize format described below, may be considered a basis for eliminating the proposal from further consideration. Each Respondent must use the proposal response format as follows: State the question or item exactly as appears; then provide your detailed response.

Questions fall under the following sections:

- I. Business Demographics
- II. AAS Accreditation
- III. Staffing Plans
- IV. Services
- V. Quality Assurance Processes and Monitoring
- VI. Certificate of Insurance
- VII. Financial Information
- VIII. Cost Proposal
- IX. Managed Care Profile
- X. Risk Profile
- XI. Implementation Plan
- XII. Information System
- XIII. Client Reference
- XIV. Certification

I. Business Demographics

Name _____
Title of Business _____
SS# _____ and/or Tax ID _____
Address _____
City _____
County _____ Zip Code _____
Business Phone _____ Fax # _____
Website address _____

Contact Person _____
Title _____
Email _____ Phone # _____

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

Billing Manager _____
Phone # _____ Fax # _____

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

Other Owners/Partners:

| Name | % Ownership | If corporate, list organization |
|----------|-------------|---------------------------------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |

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

Provide a copy of Provider’s Articles of Incorporation and 501(c)(3) certificate, or other bylaws/governing documents as appropriate –

Years in Operation _____
Hours of Operation _____

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

II. AAS Accreditation

Provide documentation for the entity, and for each provider staffing the Crisis Hotline, that verifies good standing and accreditation with the American Association of Suicidology (AAS). The hotline provider must meet the minimum scoring requirements outlined by the Department of State Health Services. (See Exhibit A, page 3, paragraph 1.03)

III. Staffing Plans

- a. Provide a staffing profile for the crisis hotline and/or MCOT services as defined in this proposal request to include number of staff, and verification of their credentials.

- b. Provide a hotline and/or MCOT services staffing plan for continuous 24 hours per day, 7 days per week coverage including plan for the following:
 - 1) Staffing No-shows: Demonstrate how Contractor will ensure adequate hotline and/or MCOT staffing in the event of unplanned staff absence; and
 - 2) Lapses in hotline services and/or MCOT, whether avoidable or unavoidable circumstances: Demonstrate how Contractor will handle service lapses and provide notification to NTBHA of such lapses in service.
- c. For applicants with more than 100 employees, the RFP submission must include the applicants' status regarding equal employment opportunity. Please submit verification of status using the Employer Information Report EEO-1 or the State and Local Government Report EEO-4.

IV. Services:

Provide a brief description of your materials and/or services.

- a. Describe how you currently provide Crisis services or a similar service model.
- b. Describe where and when you will provide services within NTBHA's local service area.
- c. Describe your staffing pattern including utilization of QMHPs and LPHAs to provide for 24 hour availability, on a per shift basis.
- d. Describe core staff.
- e. Describe what value added services you will provide, through methods such as enhanced staffing, expanding service array, additional service capacity, etc.
- f. Describe the activities you will provide to ensure coordination of services as well as continuity.
- g. Describe how you will meet the cultural and linguistic needs of the consumers in NTBHA's local service area Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties, Texas.

V. Quality Assurance Processes and Monitoring:

Provide information regarding Contractor's capacity for compliance with NTBHA quality assurance processes, to include:

- a. Documentation of, response to, and disposition of all calls to the hotline to include dropped calls.
- b. Capacity to provide NTBHA with tape or digital recordings of hotline calls;
- c. Ability to participate in clinical staffing/case reviews with NTBHA staff; and
- d. Indicate the type of telephone system that will be used for the hotline services. Provide details regarding the features of the telephone equipment to be used that ensure capacity to respond to the projected call volume.
- e. Describe the Quality Management and Improvement system currently in place in your program.
- f. Describe in detail, performance indicators used in measuring and monitoring service performance and goals.
- g. Submit a copy of the most recent Quality Improvement Plan.
- h. Submit a copy of your Quality Management Program activities for the past 12 month period.
- i. Submit copies of all external reviews from all regulatory/accrediting bodies: include any plans of improvement required as a result of the reviews.
- j. Submit information and examples of any ongoing outcome measurement program activities, which have been operational for a minimum of 12 months.
- k. Lawsuits – Indicated any lawsuits or litigation involving clinical Services to Mental health patients to which you have been a party during the past three years. Provide details on any judgments.

VI. Certificate of Insurance

Provide a Certificate of Insurance secured and maintained with an insurance company, or companies, licensed to do business in Texas for the following coverage in the following amounts:

- a. Comprehensive general liability, professional liability, and employee misconduct insurance with limits of at least \$1,000,000 per occurrence, \$3,000,000 aggregate.
- b. Sufficient coverage to meet the requirement of State law for Workers' Compensation on its employees providing services under this Contract.

VII. Financial Information

- a. Provide a copy of a Certified External Audit for the past three years.
- b. Provide a copy of the most recent Tax Statement (IRS Form 1120, Form 990 as applicable).

- c. Provide a current Financial Statement including Cash Flow.
- d. Submit the most current Annual Report available.
- e. Provide evidence of continued financial viability to ensure your capabilities to support this project.
- f. Insurance – Indicate current coverage amounts for professional and general liability insurance, term of coverage, and name of carrier.
- g. Provide a Certificate of Insurance secured and maintained with an insurance company, or companies, licensed to do business in Texas for the following coverage in the following amounts:
 - Comprehensive general liability, professional liability, and employee misconduct insurance with limits of at least \$1,000,000 per occurrence, \$3,000,000 aggregate.
 - Sufficient coverage to meet the requirement of State law for Workers' Compensation on its employees providing services under this Contract.
- h. Provide the budget detail for the proposed program.
 - Identify salaries and fringe benefits.
 - Identify all other operating and administrative expenses that will be related to the program.
 - Identify Medicaid/Third Party Revenue Projections.

VIII. Managed Care Profile

- a. List current contracts with Medicaid MCOs in the service area for the YES Waiver program. If the list does not include Medicaid MCOs, then describe plans to secure contracts with a Medicaid MCOs.
- b. Provide Applicant's Medicaid Provider number(s). Have these ever been suspended or revoked? If so, explain.
- c. If currently billing MCOs for services, please provide current policy and procedures for billing MCOs.

IX. Cost Proposal

- a. Describe your proposal fee structure.
- b. Describe innovative proposal fee structure for the Mental Health Crisis Hotline ("hotline") WITH a Mobile Crisis Outreach Team ("MCOT") component.
- c. Describe how you will maximize other payor sources to ensure NTBHA is the payor of last resort.

X. Risk Profile

- a. Has the Respondent had any validated/confirmed client abuse, client neglect, or rights violations claims in the last three (3) years? If so, explain in detail.
- b. Provide a copy of Professional Liability Insurance showing liability insurance coverage. Include directors' and officers' professional liability, errors and omissions, general liability, breaches of privacy, and medical malpractice insurance --
- c. Identify whether Respondent, as an entity, or anyone employed by the Respondent is currently under investigation, or has had a license or accreditation revoked by any state, federal, or local authority or licensing agency within the last five (5) years. If "yes", provide a detailed explanation.
- d. Identify whether Respondent, as an entity, or anyone employed by the Respondent providing direct care or employed in a management position has had any felony convictions. If "yes", provide a detailed explanation. Provide any company policies that outline your procedures in dealing with current or future employees who are convicted felons.
- e. Identify whether Respondent has ever been placed on vendor hold by an agency or company. If "yes", provide a detailed explanation.
- f. Identify any lawsuits or litigation involving clinical services to which you have been a party during the past five (5) years. Provide details on any judgments.
- g. Provide a list of clinical services contracts for which Respondent has been terminated for cause in the last five (5) years.
- h. Identify whether Proposer, as an entity, or any of Respondent's employees Medicaid Provider number(s) have ever been suspended or revoked. If "yes", explain.

XI. Implementation Plan

- a. Provide information on Contractor’s ability to provide integrated services between Crisis Hotline and MCOT services. Provide detailed information on communication plan to ensure all crisis calls and rollouts are provided within a timely manner to the client.
- b. Provide information on Contractor’s capacity and capability to fully implement services in accordance with the procurement timeline provided in EXHIBIT B.

XII. Client References

Provide a minimum of three client references. For each client listed, include the following:

- Agency name and address
- Name or Point of contact (POC)
- POC email address and telephone number
- Dates of services provided to client
- Type of services provided to client

XIII. Rights Reserved

NTBHA reserves the right to withdraw this Request for Bids at any time before bids are submitted; reject, for any reason and at its sole discretion, in total or in part, any and/or all bids, regardless of comparability of price, terms or any other matter, and to waive any informalities. If a firm is selected, the firm will be required to execute a contract. If NTBHA funding is materially decreased during the contract term, the contract may be amended and/or terminated.

No contract shall be deemed to exist between NTBHA and any Contractor until NTBHA and that Contractor have executed a mutually acceptable, comprehensive and binding contract. A countersigned copy of this bid or any other preliminary written agreements shall not suffice to bind NTBHA to any legal obligation of any kind whatsoever with regard to the work considered hereby.

In the contract with the successful Contractor, NTBHA will not agree to waive its governmental immunities, engage in binding arbitration or agree to indemnification of Contractor or limitation of Contractor’s liability. The contract will require that it be construed and enforced in accordance with the laws of the State of Texas and that venue shall lie in Dallas County, Texas.

XIV. Certification. I, individually and on behalf of the business named above, do by my signature below certify that the information provided herein to be true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations:

- a) NTBHA may have the grounds to terminate any or all contracts which NTBHA has or may have with the business named above;
- b) NTBHA may disqualify the business from consideration for this or other contracts and may remove the business from NTBHA’s Contractors lists; and
- c) NTBHA may have grounds for initiating legal action under federal, state, or local law.

Print Name

Title

Signature of Owner/CEO/Designated Representative

Date

END OF EXHIBIT D

EXHIBIT E: RESIDENT/NON-RESIDENT CERTIFICATION

Contractor must answer the following questions in accordance with the Texas Government Code § 2252.002, as amended:

- A. Is the Contractor that is making and submitting this bid a “resident Contractor” or a “non-resident Contractor”?

Answer: _____ Resident Contractor _____ Non-resident Contractor

- (1) Texas Resident Contractor - A Contractor whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Contractor - A Contractor who is not a Texas Resident Contractor.

- B. If the Contractor is a “Nonresident Contractor”, does the state in which the Nonresident Contractor’s principal place of business is located have a law requiring a Nonresident Contractor of that state to bid a certain amount or percentage under the bid of a Resident Contractor of that state in order for the nonresident Contractor of that state to be awarded a contract on his bid in such state?

Answer: _____ Yes _____ No Which state? _____

- C. If the answer to Question B is “yes”, then what amount or percentage must a Texas Resident Contractor bid under the bid price of a Resident Contractor of that state in order to be awarded a contract on such bid in said state?

Answer: _____

END OF EXHIBIT E

EXHIBIT F: SUBMISSION OF PROPOSAL ASSURANCES

The undersigned does make the following assurances that:

1. That the Respondent is not currently held in abeyance or barred from the award of a federal or state contract.
2. That the Respondent is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.
3. No attempt will be made by the Respondent to induce any person or firm to submit or not to submit a response, unless so described in the RFP response document.
4. The Respondent does not discriminate in its services or employment practices on the basis of race, color, religion, sex, national origin, disability, veteran status, or age.
5. That no employee of NTBHA, DSHS or DADS, and no member of the NTBHA's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Respondent is unable to make the affirmation, then the Respondent must disclose any knowledge of such interests.
6. Respondent accepts NTBHA's right to cancel the RFP at any time prior to contract award.
7. The RFP response submitted by the Respondent has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
8. No claim will be made for payment to cover costs incurred in the preparation of the submission of the application or any other associated costs.
9. The individual signing this document and any subsequent contract (if necessary) is authorized to legally bind the Respondent.
10. That Respondent will comply with the rules and standards adopted under Section 534.052 of the Texas Health and Safety Code, the DSHS Community Standards of Community Mental Health Centers and Community Service Programs, and applicable local, state, and federal laws, rules and regulations, including the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
11. No member of the Respondent's staff or governing authority has participated in the development of specific criteria for award of the contract, nor will participate in the selection of the proposal to be awarded the contract.

The Organization or Individual named below offers and agrees to furnish all labor, materials, and services offered within the designated time frame for the amount to be agreed upon and upon conclusion of a successful contract.

Name of Respondent Firm or Individual: _____

Type of Legal Entity: _____

Address: _____ **Phone No.:** _____
_____ **FAX No.:** _____

Auth. Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

END OF EXHIBIT F