

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

REQUEST FOR PROPOSAL

**YOUTH EMPOWERMENT SERVICES
(YES)WAIVER**

PROJECT# 2016-07-03

Approved as to Form and Legality

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NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

(PROJECT # 2016-07-03)

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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 in Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties.

The Health and Human Services Commission (HHSC) and DSHS received approval by the federal government in February 2009 to implement a 1915(c) Medicaid Home and Community-Based Services (HCBS) Waiver, called Youth Empowerment Services (YES). The YES Waiver allows more flexibility in the funding of intensive community-based services and supports for children and adolescents, ages 3-18, with serious emotional disturbances (SED) and their families. Texas strives to provide a continuum of appropriate services and supports for families with children who have severe mental illness. There are some instances in which parents have turned to state custody for care when they feel they have reached or exceeded their financial, emotional or health care support resources and are unable to cover the costs of their child's mental health treatment. The 78th and 79th Texas Legislatures directed HHSC to develop and implement a plan to prevent custody relinquishment of youth with serious emotional disturbances.

As required by agreement with the Texas Department of State Health Services, NTBHA must provide, directly or by contract, the services of highly qualified personnel to develop and implement the infrastructure for the YES Waiver Program, by November 1, 2016 in the NorthSTAR Local Service Area (LSA): Collin, Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall counties.¹

By issuance of this Request for Proposals ("RFP"), NTBHA is hereby requesting bids for the provision of professional services associated with the development, implementation and management of the Youth Empowerment Services (YES) Waiver. Services will be procured for a contracted period of one (1) calendar year beginning November 1, 2016, and ending October 31, 2017, with a yearly contract renewal at the sole option of NTBHA.

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

All questions regarding the RFP #2016-07-03 must be directed to Christina Gonzales via e-mail at cgonzales@ntbha.org. Failure to follow this procedure may result in disqualification of the Respondent.

PROPOSAL DOCUMENTS:

- EXHIBIT "A", entitled "PROCUREMENT TIMELINE"
- EXHIBIT "B", entitled "SERVICE REQUIREMENTS"
- EXHIBIT "C", entitled "EVALUATION AND SELECTION CRITERIA AND PROCESS"
- EXHIBIT "D" entitled "REQUIREMENTS FOR YOUTH EMPOWERMENT SERVICES (YES) WAIVER"
- EXHIBIT "E", entitled "RESIDENT/NON-RESIDENT CERTIFICATION"
- EXHIBIT "F", entitled "ASSURANCES"

¹ Effective January 1, 2017 Collin County YES Waiver responsibilities will be disseminated to Collin County MHMR dba Life Path Systems.

EXHIBIT A: PROCUREMENT TIMELINE

<u>DATE</u>	<u>EVENT</u>
<u>July 18th, 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 3 rd , 2016.
<u>August 8th, 2016</u>	Responses must be submitted to NTBHA no later than 5 PM, CDT , (See Instructions for Proposal Submission, following)
<u>August 10th, 2016</u>	NTBHA completes review of bids and selection of vendor
<u>August 10th, 2016</u>	Announcement of contract award

END OF EXHIBIT A

EXHIBIT B: SERVICE REQUIREMENTS

1.01 Services in General

- I. Ensure staffing, service delivery, training, documentation, billing, and operational practices that promote quality care and high fidelity Wraparound for YES Waiver participants as required by the YES Waiver Policy and Procedure Manual posted at: <http://www.dshs.state.tx.us/mhsa/yes/>. In accordance with the manual, specific services provided must include the following:
 - a. Managing and Maintaining the Inquiry List;
 - b. Waiver Enrollment;
 - c. Development of Waiver Participants Individual Plan of Care;
 - d. Intensive Case Management; and
 - e. Quality Management

- II. Participate in meetings with Department of State Health Services (DSHS) YES Waiver Program and NTBHA to discuss transition and management of the YES Waiver program, which shall consist of the following:
 - a. Participate in tele-conference calls with the DSHS NorthSTAR Transition Team and/or NTBHA to discuss YES Waiver implementation. DSHS or NTBHA may request weekly and/or ad hoc meetings as applicable.
 - b. Participate in face-to-face meetings as requested by DSHS NorthSTAR Transition Team and/or NTBHA.
 - c. Participate in all meetings regarding technical assistance opportunities with DSHS YES Waiver Program and/or NTBHA.
 - d. Notify the DSHS and NTBHA Project Manager within one business day of receipt of request to participate in any YES Waiver transition meetings.

1.02 Compliance with State and NTBHA Requirements. The Successful Contractor shall comply with the following provisions of 25 Texas Administrative Code, Part 1, Chapter 419, Subchapter A Youth Empowerment Services (YES), 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.

1.03 Compliance with NTBHA Protocols for:

Providers responding to this RFA must submit proof that:

1. Providers are registered as an organization with the Secretary of State to do business in Texas;
2. Facilities are registered as an organization authorized to do business within the service region;
3. Professionals hold current and valid Texas licenses and/or certifications;
4. Providers meet minimum and mandatory credentialing requirements for services;
5. Capacity exists to be able to provide, directly or through interpretation, services in the language of the person receiving services, including hearing-impaired consumers.
6. Capacity exists to provide services in the service region, Texas, on dates and at times that meet the needs of the Waiver participant and family.

1.04 Reports of Abuse, Neglect and Exploitation. The Successful Contractor shall report any allegations of abuse, neglect and exploitation in accordance with applicable state laws and rules of the Texas Department of State Health Services and Texas Department of Protective Services.

1.05 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.

- 1.06 **Receipts and Records.** The Successful Contractor shall agree to provide NTBHA, upon request, original receipts or other acceptable documentation for the purchase of all goods and services involving the use of NTBHA funds as well as all other financial and supporting documents and statistical records.
- 1.07 **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 or 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 and services associated with an awarded contract.
- 1.08 **Retention of Records.** The Successful Contractor agrees to retain all records pertinent to an awarded contract for a period of six (6) years following either the date of expiration or termination of the contract or termination of services, whichever is later.
- 1.09 **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 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. It is the intent of the parties to be in full compliance with all applicable HIPAA laws and regulations.

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. 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;
5. 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;
6. the total long term cost to NTBHA of contracting for the respondent's services;
7. the cost of any staff training associated with the contract;
8. the contract price;
9. the ability of the respondent to fully perform all aspects of the contract and to provide the required services within the contract term, without delay or interference and commencing as early as November 1, 2016;
10. the ability of the respondent to take reasonable measures to ensure services on the individual plan of care (IPC) are provided free of conflict of interest and not by an individual developing the IPC;
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 ability to provide services in each of the counties currently being served;
16. quality of the facilities and equipment available to or proposed by the respondent;
17. the ability of the respondent to obtain and utilize Clinical Management for Behavioral Health Services (CMBHS) for all YES Waiver participant records and authorizations;
18. the ability of the respondent to provide continuity of services for all current YES Waiver participants during and after the transition period;
19. the ability of the respondent to meet all applicable written policies, principles, regulations, and standards of care; and
20. 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:

Youth Empowerment Services Waiver PROJECT #2016-07-03
North Texas Behavioral Health Authority
ATTN: Christina Gonzales
1201 Richardson Dr, Ste 270
Richardson, TX 75080
Contact Number: 214.366.9407

7. Proposals submitted become the property of NTBHA and will not be returned to the Respondents.

***FOR ACCURATE SCORING, IT IS THE RESPONDENTS RESPONSIBILITY TO ENSURE ALL PROPOSALS CLEARLY IDENTIFY THE SERVICES THEY ARE BIDDING FOR.**

<u>END OF EXHIBIT C</u>

EXHIBIT D:
REQUIREMENTS FOR
YOUTH EMPOWERMENT SERVICES
(YES) WAIVER

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 08, 2016** to:

For hand delivered bids:

Youth Empowerment Services Waiver PROJECT #2016-07-03
North Texas Behavioral Health Authority
ATTN: Christina Gonzales
1201 Richardson Dr, Ste 270
Richardson, TX 75080
Contact Number: 214.366.9407

For Mailed/Express Delivered bids:

Youth Empowerment Services Waiver PROJECT #2016-07-03
North Texas Behavioral Health Authority
ATTN: Christina Gonzales
1201 Richardson Dr, Ste 270
Richardson, TX 75080
Contact Number: 214.366.9407

Hard copy applications must be received sealed and marked “RFP# 2016-07-03”. 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 8, 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, font size at least 11 point. NTBHA reserves the right to review only complete 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:** The successful contractor will be responsible for billing STAR Kids Medicaid Managed Care Organizations (MCO) for the intensive case management services provided to children who are eligible, or who the contractor is attempting to make eligible, for the YES Waiver program.
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 and posted on the NTBHA web site (ntbha.org). It is the responsibility of the interested Respondents to routinely check the web site for RFP updates and addenda. 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.
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 XI of the Application Outline 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. Staffing Plans
- III. Services
- IV. Quality Assurance Processes and Monitoring
- V. Certificate of Insurance
- VI. Financial Information
- VII. Cost Proposal
- VIII. Risk Profile
- IX. Implementation Plan
- X. Information System
- XI. Client Reference
- XII. 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 _____
Phone # _____ Fax # _____

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: _____

III. Staffing Plans

- a. Provide a staffing profile for the YES Waiver program as defined in this proposal request to include number of staff, verification of their credentials, and statement regarding staff training and experience with the National Wraparound Implementation Center (NWIC) model for intensive case management delivery.
 - 1) To ensure staffing available to meet all timeframes related to completion of assessments, forms, plans, and assignment of wraparound facilitators that are specified in the YES Waiver Policy and Procedure Manual posted at: <http://www.dshs.state.tx.us/mhsa/yes/>;
 - 2) To ensure the wraparound facilitator to family ratio does not exceed 1:10

- 3) To ensure supervisor to wraparound facilitator ratio does not exceed 1:7
- b. 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 for YES Waiver as defined in this proposal, refer to the YES Waiver Policy and Procedure Manual posted at <http://www.dshs.state.tx.us/mhsa/yes/> when speaking to the following services, as all services and activities should be provided in accordance with all policies outlined in the current version of aforesaid manual.

1. Managing and Maintaining the Inquiry List

This includes but is not limited to:

- a. Establishing and maintaining a no charge Inquiry phone line with voice messaging capabilities;
- b. Answering or returning calls made to the Inquiry phone line within 1 business day;
- c. Registering interested individuals on the Inquiry List in the order in which their call is received;
- d. Completing a face-to-face clinical eligibility assessment within 7 business days of the date the individual's name is added to the Inquiry List. Exceptions to the timeline are considered only at the request of the individual and/or legally authorized representative (LAR), and must be documented in the individual's case records
- e. Contractor shall **not** maintain a wait list for YES Waiver enrollment for children determined eligible for YES. Contractor shall not assess individuals from the YES Inquiry List unless the Contractor is below the maximum enrollment or authorized by DSHS to enroll a client determined to be at imminent risk of relinquishment, in accordance with 25 TAC Chapter 419, Subchapter A,

2. Facilitating Waiver Enrollment

This includes but is not limited to:

- a. Completing an Initial Service Authorization Request /Individual Plan of Care (IPC) within 10 business days of DSHS authorizing the Clinical Eligibility Determination. Exceptions to the timeline are considered only at the request of the Waiver participant and/or legally authorized representative (LAR), and must be documented in the Waiver participant's case records.
- b. Completing enrollment activities in accordance with the YES Waiver Policy and Procedure Manual posted at: <http://www.dshs.state.tx.us/mhsa/yes/>.
- c. Assisting individuals in obtaining and maintaining Medicaid eligibility

3. Development of Waiver participants IPC's

In accordance with 25 TAC Chapter 419, Subchapter A, §419.5

- a. Facilitate the development of the Waiver Participants Individual Plan of Care in accordance with the YES Waiver Policy and Procedure Manual posted at: <http://www.dshs.state.tx.us/mhsa/yes/>
- b. Submit completed IPCs to Clinical Management for Behavioral Health Services (CMBHS) for approval within 5 business days of completion and in accordance with the YES Waiver Policy and Procedure Manual posted at <http://www.dshs.state.tx.us/mhsa/yes/>
- c. Providing engagement activities to facilitate Waiver participant participation in all Waiver services in the DSHS-approved IPC

4. Providing Intensive Case Management

The YES Waiver utilizes the National Wraparound Implementation Center (NWIC) model as the intensive case management delivery method. Utilizing the Wraparound Planning Process, in

accordance with 25 TAC Chapter 412, Subchapter I. *Wraparound process planning*. Wraparound process planning or other department- approved model may include, but is not limited to:

- a. a list of identified natural strengths and supports;
- b. a crisis plan developed in collaboration with the LAR, caregiver, and family that identifies circumstances to determine a crisis that would jeopardize the child's or adolescent's tenure in the community and the actions necessary to avert such loss of tenure;
- c. a prioritized list of the child's or adolescent's unmet needs that includes a discussion of the priorities and needs expressed by the child or adolescent and the LAR or primary caregiver;
- d. a description of the objective and measurable outcomes for each of the unmet needs as well as a projected time frame for each outcome;
- e. a description of the actions the child or adolescent, the case manager, and other designated people take to achieve those outcomes; and
- f. a list of the necessary services and service providers and the availability of the services.
- g. providing transition planning and service coordination beginning at least six months' prior to a Waiver participant's 19th birthday

5. Quality Management (QM)

Contractor shall collect data, measure, assess, and work to improve dimensions of performance through focus on various aspects of care. Contractor shall include the following activities in the QM Plan:

- a. Providing timely access to services;
- b. Providing timely enrollment of Waiver participants;
- c. Developing plans of care and services based on underlying needs and outcome statements;
- d. Ensuring services are provided according to the Waiver participant's DSHS-approved IPC;
- e. Ensuring provider participation in child and family team meetings;
- f. Assuring development and revision of Waiver participant's IPC;
- g. Ensuring health and safety risk factors are identified and updated;
- h. Collecting and analyzing critical incident data;
- i. Ensuring individual service providers are credentialed and trained;
- j. Adhering to established policies and procedures; and
- k. Providing continuity of care.
- l. Contracting with qualified providers of the YES Waiver service array;
- m. Providing access to all requested services on a DSHS-approved IPC within 10 business days of IPC approval, or later at the participant or LAR's request;
- n. Providing participant choice among qualified providers of individual services; and
- o. Providing access to qualified providers within 30 miles of the participant's residence.
- p. Providing effective communication and coordination with each Waiver Provider.
- q. Serving as the comprehensive YES Waiver provider of last resort for the local Service area only in the absence of alternate qualified comprehensive waiver providers that are contracted through the Department of State Health Services and have demonstrated sufficient capacity. As the provider of last resort, Contractor shall mitigate conflict of interest by maintaining a clear separation of provider and case management functions:
 - a. The distinct individual staff member providing case management must be administratively separate from other provider functions and any related utilization review units and functions.
 - b. A case manager shall not be the provider of any YES Waiver service that is on the IPC of a participant whose case they are managing.
- r. Actively participating and cooperating in NTBHA QM activities, including bi-annual audits.

- s. Cooperating with and assisting NTBHA, HHSC, DSHS and any state or federal agency charged with the duty of identifying, investigating, sanctioning or prosecuting suspected fraud and abuse, including the Office of Inspector General at HHSC;
- t. Allowing NTBHA, DSHS and/or HHSC access to information or records related to Waiver participants, in accordance with applicable law, rule or regulation, at no cost to the requesting agency;
- u. Allowing representatives of NTBHA, DSHS, HHSC, and the Texas Department of Family and Protective Services, Office of the Attorney General Medicaid Fraud, and United States Department of Health and Human Services full and free access to Contractor's staff or subcontractors and all locations where the Contractor or subcontractors perform activities related to the Waiver

6. General Services

- a. Describe how you currently provide YES Waiver, or similar, services.
- b. Describe the activities you will provide to ensure coordination of services as well as continuity.
- c. Describe your ability to provide services in each of NTBHA's local service areas of Dallas, Collin, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties, Texas.
- d. Describe how you will meet the cultural and linguistic needs of the consumers in NTBHA's local service areas of Dallas, Collin, 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. Ability to participate in clinical staffing/case reviews with and bi-annual audits by NTBHA staff; and
- b. Describe the Quality Management and Improvement system currently in place in your agency.
- c. Describe in detail, performance indicators used in measuring and monitoring service performance and goals.
- d. Submit a copy of the most recent Quality Improvement Plan.
- e. Submit a copy of your Quality Management Program activities for the past 12-month period.
- f. Submit copies of all external reviews from all regulatory/accrediting bodies: include any plans of improvement required as a result of the reviews.
- g. Submit information and examples of any ongoing outcome measurement program activities, which have been operational for a minimum of 12 months.
- h. Lawsuits – Indicate any lawsuits or litigation involving clinical services to 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 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.
- f. Provide evidence of continued financial viability to ensure your capabilities to support the YES Waiver Program.
 - If currently offering YES waiver services, please provide average monthly hours of services provided to participants.
- g. Provide current and budgeted detail for the proposed program.
 - Identify salaries and fringe benefits for all YES Waiver participating staff members.
 - Identify all operating and administrative expenses related to the program.
 - If not currently trained and certified in Wraparound Training, provide expected cost for obtaining necessary training through Texas Institute for Excellence in Mental Health (TIEMH).

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. 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.

X. Implementation Plan

- a. Provide information on Contractor's capacity and capability to fully implement services in accordance with the procurement timeline provided in EXHIBIT B, including:
 - a. strategy to work with current YES Waiver provider to assure continuity of care to participants,
 - b. plan to assume current capacity in all seven counties served by the YES Waiver and how the Respondent will expand capacity as demand increases for YES Waiver services.

XI. 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

XII. Rights Reserved

NTBHA reserves the right to withdraw this Request for Proposals at any time before proposals are submitted; reject, for any reason and at its sole discretion, in total or in part, any and/or all proposals, 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.

XIII. 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
(Owner, CEO, President, Majority Stockholder or 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