



REQUEST FOR PROPOSAL

Crisis Residential Treatment Services

PROJECT# 2016-07-05

Approved as to Form and Legality

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INVITATION

The North Texas Behavioral Health Authority (“NTBHA”) is accepting Proposals from Providers experienced in providing Crisis Residential Services to eligible residents of Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties.

North Texas Behavioral Health Authority invites you or your firm to submit a Proposal. If you are interested in submitting a Proposal, please adhere to the instructions and requirements as outlined in the enclosed Request for Proposal.

Independent Providers and/or Provider’s Firm shall pay particular attention to all **INSTRUCTIONS, REQUIREMENTS and DEADLINES** indicated in the attached documents and should govern themselves accordingly.

In accepting Proposals, North Texas Behavioral Health Authority reserves the right to reject any and all Proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of North Texas Behavioral Health Authority, and is not obligated to accept the lowest proposal.

At the time and place established for receipt of the Proposal, North Texas Behavioral Health Authority will only release the names of the Providers selected. No other information will be released until after the North Texas Behavioral Health Authority evaluation team has evaluated the Proposals, and an award has been made and approved by the Executive Staff and the North Texas Behavioral Health Authority Board of Directors.

We greatly appreciate your efforts and look forward to receiving your submission.

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

(PROJECT # 2016-07-05)

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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 residing in 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 crisis residential services when necessary for persons who are escalating to a psychiatric crisis or are experiencing a psychiatric crisis, such as imminent suicidal or homicidal ideations. This level of care provides intensive behavioral treatment in a licensed, highly structured residential program for consumers who do not require intensive clinical treatment in an inpatient psychiatric setting and would benefit from a short-term, structured stabilization setting.

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 Crisis Residential Treatment services to 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 once the term has ended NTBHA reserves the right to extend the contract to a four year renewal.

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 #2016-07-05 should be directed to Christina Gonzales via e-mail at cgonzales@ntbha.org.

PROPOSAL DOCUMENTS:

- EXHIBIT "A", entitled "PROCUREMENT TIMELINE"
- EXHIBIT "B", entitled "SCOPE OF SERVICES BEING PROCURED"
- EXHIBIT "C", entitled "EVALUATION AND SELECTION CRITERIA AND PROCESS"
- EXHIBIT "D", entitled "PROPSAL REQUIREMENTS FOR CRISIS RESIDENTIAL SERVICES"
- EXHIBIT "E", entitled "RESIDENT/NON-RESIDENT CERTIFICATION"
- EXHIBIT "F", entitled "SUBMISSION OF PROPOSAL ASSURANCES"

EXHIBIT A: PROCUREMENT TIMELINE

<u>DATE</u>	<u>EVENT</u>
<u>July 25, 2016</u>	The Request for Proposal (RFP) announcement is issued to identified agencies.
<u>August 16, 2016</u>	Deadline for any questions regarding this RFP.
<u>August 22, 2016</u>	Responses must be submitted to NTBHA no later than 5 PM, CDT, <u>August 22, 2016.</u> (See Instructions for Proposal Submission, following)
<u>September 2, 2016</u>	Completion of NTBHA's review of bids and selection of vendor
<u>September 9, 2016</u>	Announcement of contract award

END OF EXHIBIT A

EXHIBIT B: SCOPE OF SERVICES BEING PROCURED

1.01 Services in General.

Crisis residential services provide short-term, community-based residential, crisis treatment to persons who may pose some risk of harm to self or others and who may have fairly severe functional impairment. Crisis residential treatment is a positive, temporary alternative for people experiencing an acute psychiatric episode or intense emotional distress who might otherwise face voluntary or involuntary commitment. A physician, (preferably a psychiatrist), or a psychiatric APN or PA and RN must be on site or readily accessible to provide face-to-face services either in person or via telemedicine (as appropriate).

Crisis residential facilities provide a safe environment with staff on site at all times.

The primary objective of the crisis residential service is to promptly conduct a comprehensive assessment of the member and to develop a recovery plan with emphasis on crisis intervention services necessary to stabilize and restore the member to a level of functioning which requires a less restrictive level of care. If provided, this service shall be available 24 hours a day, seven days a week to individuals in crisis in the local service area.

Psychosocial programming shall be provided as medically necessary and should focus on a range of topics that includes but is not limited to: problem-solving, communication skills, anger management, community re-integration skills, as well as co-occurring psychiatric and substance use diagnosis issues. Individual counseling shall also be provided as necessary. Individuals should have enough medication on arrival to ensure psychiatric and medical stabilization for at least 3 days and a process must exist to obtain medical and psychiatric medications as needed by the individual. The availability of crisis residential services is dependent on LMHA funding for these types of services.

Duration of services generally is 1 - 14 days by which time a determination of the appropriate level of care will be made and facilitation of appropriate linkages coordinated by treatment team.

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

- Conduct or ensure that a comprehensive assessment has been conducted
- Restore sufficient functioning to allow the individual to transfer to a less intensive level of care
- Provide the individual with critical coping skills to prevent or minimize relapse
- Mobilize individual/family/community resources and support systems
- Link the individual with continuing care and appropriate support services
- Prevent unnecessary hospitalization and assist the individual in maintaining residence in the community

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 PROVIDER ELIGIBILITY REQUIREMENTS

In order to conduct business with NTBHA and provide the services specified in this RFP, Providers responding to this RFP must submit proof (certificates or other documentation) that:

- Licensing and Accreditation, providers will show proof of credentialing and licensing as required by state law;
- Providers are registered as an organization with the Secretary of State to do business in Texas;
- Professionals to provide services hold current and valid Texas licenses and/or certifications;
- Providers and staff to perform services meet minimum and mandatory credentialing requirements for the services to be provided;
- Providers are able to provide, directly or through interpretation, services in the language of the person receiving services and to hearing impaired patients;
- Providers can engage and involve patients, their legally authorized representatives, and families in the policy and practice levels within the applicant's organization or individual practice;
- Providers have the ability to provide services in compliance with DSHS contract requirements; and
- In any situation where a consortium of providers is applying, a single entity responsible for services must be identified and the financial agent must be an organization with a demonstrated ability to manage funds.

1.04 Compliance with State Requirements.

The Successful Contractor shall comply with the provisions of the Texas Department of State Health Services during the term of this Agreement.

1.05 Compliance with NTHBA Protocols:

The Successful Contractor shall comply with NTHBA's protocols for crisis residential treatment services. Such protocols shall provide at a minimum the following items:

- All patients will be screened and assessed using procedures and documentation approved by NTBHA;
- Provider will render usage and disposition reports to NTBHA on a monthly basis in a form and format required by the NTBHA;
- Provider will make staff and facilities available for audit and reviews by NTBHA, State Department of Health Services or other authorized Governmental agencies; and
- Provider will implement corrective action plans to address identified issues/problems in accordance with NTBHA's Quality Management Plan.

1.06 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.

1.07 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.

1.08 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.

- 1.09 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’s 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.
- 1.10 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.
- 1.11 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. 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 perform the contract and to provide the required services within the contract term, without delay or interference;
10. 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;
11. whether the respondent's financial resources are sufficient to perform the contract and to provide the service(s);
12. whether necessary or desirable support and ancillary services are available to the respondent;
13. the character, responsibility, integrity, reputation, and experience of the respondent;
14. the quality of the facilities and equipment available to or proposed by the respondent;
15. the ability of the respondent to provide continuity of services;
16. the ability of the respondent to meet all applicable written policies, principles, regulations, and standards of care; and
17. 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 Residential Services PROJECT # 2016-07-05
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 Respondents.

<u>END OF EXHIBIT C</u>

EXHIBIT D:
PROPOSAL REQUIREMENTS FOR
CRISIS RESIDENTIAL SERVICES APPLICATIONS

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 22, 2016** to:

For hand delivered bids:

Crisis Residential Services PROJECT # 2016-07-05
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:

Crisis Residential Services PROJECT # 2016-07-05
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# 2016-07-05”. 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 22, 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.
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 Proposal 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.

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.

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 to be the best qualified.

Detail Proposal. Response to Proposal Guidelines as specified in this document.

References. Submit as specified in Section A.16 of this document.

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. Facility
- V. Policy and Procedures/Safety:
- VI. Quality Assurance Processes and Monitoring
- VII. Certificate of Insurance
- VIII. Financial Information
- IX. Cost Proposal
- 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. Staffing Plans

- a. Provide a staffing profile for crisis residential services as defined in this proposal (**refer to Attachment 1, Section D. 10 Staffing**) request to include number of staff, and verification of their credentials.
- b. Provide a crisis residential 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 staffing in the event of unplanned staff absence.
- 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.

III. Services:

Provide a brief description of your materials and/or services for crisis residential services as defined in this proposal (*refer to Attachment 1, Section D. 11-13 Assessment, Intervention and Coordination and Continuity of Care*).

- a. Describe how you currently provide Crisis Residential services or a similar service model.
- b. Describe how you will maximize the expertise of crisis staff, such as through collaboration with additional services or innovative plans to manage staff time and workload to accommodate high and low census periods?
- c. Describe your staffing pattern including utilization of Peers, QMHPs, RNs and Medical Personnel (MD) 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.

IV. Facility

Provide a brief description of your facility for crisis residential services as defined in this proposal (*refer to Attachment 1, Section D. 2- 3 General Facility Environment, Physical Plant*).

- a. Describe the physical type of facility you plan to operate and its location
- b. Explain how you will make this facility welcoming to individuals experiencing a mental health crisis?
- c. Demonstrate policies and procedures that will be in place for emergency preparedness and health and safety issues as outlined in (*refer to Attachment 1, Section D. 6. Safety*).

V. Policy and Procedures/Safety:

Provide the policies and procedures your facility has in place that meet the DSHS Standards (*refer to Attachment 1, Section D. 7-9*).

VI. 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 NTBHA staff; and
- b. Describe the Quality Management and Improvement system currently in place in your program.
- 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 Mental health patients to which you have been a party during the past three years. Provide details on any judgments.

VII. 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 \$1,000,000/\$3,000,000

- b. Sufficient coverage to meet the requirement of State law for Workers' Compensation on its employees providing services under this Contract.

VIII. Equal Employment Opportunity

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.

IX. 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. 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.

X. Cost Proposal

- a. Describe your proposal fee structure.
- b. Describe how you will maximize other payor sources to ensure NTBHA is the payor of last resort.

XI. 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.

XII. Implementation Plan

- a. Briefly describe the project management approach you will use to implement and operate the Crisis Residential Services program within the contracted timeframe.

XIII. References

Provide a minimum of three professional/business references. For each reference listed, include the following:

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

XIV. 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.

XV. 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: _____ **PhoneNo.:** _____
_____ **FAX No.:** _____

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

Printed Name: _____ **Title:** _____

END OF EXHIBIT F

V. Crisis Residential Services

A. Definition

Crisis residential services provide short-term, community-based residential, crisis treatment to persons who may pose some risk of harm to self or others and who may have fairly severe functional impairment. Crisis residential facilities provide a safe environment with staff on site at all times. However, these facilities are designed to allow individuals who are receiving services in these facilities to come and go at will. Individuals served in these facilities must have at least a minimal level of engagement to be served in this environment. Utilization of these services is managed by the Local Mental Health Authority (LMHA) based on medical necessity. The recommended length of stay ranges from 1-14 days. Crisis residential facilities are distinct from Crisis Stabilization Units (CSUs) in that crisis residential facilities provide a less restrictive and less intensive level of care than CSUs and crisis residential facilities do not accept individuals who are court committed for treatment.

B. Goals

- Conduct or ensure that a comprehensive assessment has been conducted
- Stabilize the immediate crisis
- Restore sufficient functioning to allow the individual to transfer to a less intensive level of care
- Provide the individual with critical coping skills to prevent or minimize relapse
- Mobilize individual/family/community resources and support systems
- Link the individual with continuing care and appropriate support services
- Prevent unnecessary hospitalization and assist the individual in maintaining residence in the community

C. Description

Crisis residential treatment involves 24-hour residential services that are short-term. Crisis residential treatment is offered to individuals who are demonstrating psychiatric crises that cannot be stabilized in a less intensive setting. This level of care provides a safe environment to individuals with trained and competent staff on site at all times. However, there is only moderate/limited monitoring and reassessment of individuals to ensure safety. Crisis residential services may attempt to re-create a normalized environment (e.g., apartments, group and foster homes, and the individual's own home). This normalized environment provides a venue for biological, psychological, and social interventions targeted at the current crisis while fostering community reintegration. A physician, (preferably a psychiatrist), or a psychiatric APN or PA and RN must be on site or readily accessible to provide face-to-face services either in person or via telemedicine (as appropriate).

Psychosocial programming shall be provided as medically necessary and should focus on a range of topics that includes but is not limited to: problem-solving, communication skills, anger management, community re-integration skills, as well as co-occurring psychiatric and substance use diagnosis issues. Individual counseling shall also be provided as necessary. Individuals should have enough medication on arrival to ensure psychiatric and medical stabilization for at least 3 days and a process must exist to obtain medical and psychiatric medications as needed by the individual. The availability of crisis residential services is dependent on LMHA funding for these types of services. The recommended maximum length of stay is 14 days and the average anticipated length of stay is between 3 and 7 days.

D. Standards

1. Availability

- a. If provided, this service shall be available 24 hours a day, seven days a week to individuals in crisis in the local service area.
- b. Admission to crisis residential shall be determined by the LMHA and based on medical necessity as determined by a Licensed Practitioner of the Healing Arts (LPHA).
- c. When appropriate, the LPHA may use telemedicine to make the determination of need for admission.

2. Physical Plant

- a. If the LMHA holds an Assisted Living Type A license, the facility will be accepted as "deemed status" by DSHS, and any Quality Management and Compliance reviews will entail only programmatic elements.
- b. Crisis residential service units shall provide a clean and safe environment.
- c. Crisis residential services shall create as normalized an environment as possible.
- d. Crisis residential services units shall not be designed to prevent elopement and shall not use locks, mechanical restraints or other mechanical mechanisms to prevent elopement from the facility.
- e. All medications shall be securely stored.

3. General Facility Environment

- a. Waste water and sewage shall be discharged into an approved sewage system or an onsite sewage facility approved by the Texas Commission on Environmental Quality or its authorized agent.
- b. The water supply shall be of safe, sanitary quality, suitable for use and adequate in quantity and pressure, and must be obtained from a water supply system
- c. Waste, trash and garbage shall be disposed of from the premises at regular intervals in accordance with state and local practices. Excessive accumulations shall not be permitted. The facility shall comply with 25 TAC Subsection 1.131-1.137 (concerning Definition, Treatment, and Disposal of Special Waste from Health Care Related Facilities).
- d. Operable windows shall be insect screened.
- e. An ongoing pest control program shall be provided by facility staff or by contract with a licensed pest control company. The least toxic and least flammable effective chemicals shall be used.
- f. In kitchens and laundries, facility staff shall use procedures to avoid cross-contamination between clean and soiled utensils and linens.
- g. The facility shall be kept free of accumulations of dirt, rubbish, dust and hazards.
- h. Floors shall be maintained in good condition and cleaned regularly.
- i. Walls and ceilings shall be structurally maintained, repaired and repainted or cleaned as needed.
- j. Storage areas and cellars shall be kept in an organized manner.
- k. Storage shall not be permitted in the attic spaces.
- l. The building shall be kept in good repair, and electrical, heating and cooling systems shall be maintained in a safe manner.
- m. There shall be at least one telephone in the facility available to both staff and consumers for use in case of an emergency.
- n. Cooling and heating shall be provided for occupant comfort. Conditioning systems shall be capable of maintaining the comfort range of 68 degrees Fahrenheit to 82 degrees Fahrenheit in consumer-use areas.
- o. A bedroom shall have no more than four beds.
- p. The facility shall provide for each consumer a bed with mattress, bedding, chair, dresser (or other drawer space), and enclosed closet or other comparable space for clothing and personal belongings
- q. Furnishings provided by the facility shall be maintained in good repair.
- r. At least one water closet, lavatory, and bathing unit shall be provided on each sleeping floor accessible to consumers of that floor.
- s. One water closet and one lavatory for each six occupants or fraction thereof shall be provided. One tub or shower for each ten occupants or fraction thereof shall be provided.
- t. Privacy partitions and or curtains shall be provided at water closets and bathing units in rooms for multi-consumer use.
- u. Tubs and showers shall have non-slip bottoms on floor surfaces, either built-in or applied to the surface.

- v. Consumer-use hot water for lavatories and bathing units shall be maintained between 100 degrees Fahrenheit and 120 degrees Fahrenheit.
- w. Towels, soap and toilet tissue shall be available at all times for individual consumer use.
- x. The facility shall provide sufficient and appropriate separate storage spaces or areas for the following:
 - 1) Administration and clinical records;
 - 2) Office supplies;
 - 3) Medications and medical supplies (these areas shall be locked);
 - 4) Poisons and other hazardous materials (these shall be kept in a locked area and must be kept separate from all food and medications);
 - 5) Food preparation (if the facility prepares food); and
 - 6) Equipment supplied by the facility for consumer needs such as wheelchairs, walkers, beds, mattresses, cleaning supplies, food storage, clean linens and towels, lawn and maintenance equipment, soiled linen storage or holding rooms, and kitchen equipment etc.
- y. A supply of hot and cold water shall be provided. Hot water for sanitizing shall reach 180 degrees F. or manufacturers suggested temperature for chemical sanitizers.
- z. Food storage areas shall provide storage for, and facilities must maintain, a four-day minimum supply of non-perishable foods at all times.
- aa. Food subject to spoilage shall be dated.
- ab. A large facility (i.e., a facility with more than 16 beds) which co-mingles and processes laundry on-site in a central location shall comply with the following:
 - 1) The laundry shall be separated and provided with sprinkler protection if located in the main building. (Separation shall consist of a one-hour fire rated partition carried to the underside of the floor or roof deck above.)
 - 2) Access doors to the laundry area shall be from the exterior of the facility or if from within the building by, way of non-consumer use areas.
 - 3) Soiled linen receiving, holding and sorting rooms shall have a floor drain and forced exhaust to the exterior shall operate at all times that soiled linen being held in this area.
- ac. If laundry is processed off the site, the following shall be provided on the premises: soiled linen holding room, clean linen receiving, holding, inspecting, sorting or folding and storage room.
- ad. Consumer-use laundry, if provided, shall utilize residential type washers and dryers. If more than three washers and three dryers are located in one space, the area shall be one-hour fire separated or provided with sprinkler protection.
- ae. Smoking regulations shall be established and if smoking is permitted, outdoor smoking areas may be designated for consumers. Ashtrays of noncombustible material and safe design shall be provided in smoking areas.
- af. Social-divisional spaces such as living rooms, day rooms, lounges, or sunrooms shall be provided and have appropriate furniture.
- ag. Dining areas shall be provided and have appropriate furnishings.
- ah. Only break-away or collapsible clothes bars in wardrobes, lockers, towel bars, and closets and shower curtain rods shall be permitted.
- ai. Bedrooms, private spaces, unsupervised social spaces and unsupervised common areas shall not contain any cords, ropes or other materials that could effectively be used by an individual for purposes of inflicting self-harm.

4. Accessibility (ADA Compliance)

Crisis residential facilities shall comply with ADAAG / TAS, and all applicable sections of the Texas Administrative Code.

5. Postings

- a. The facility shall ensure that there is a list in or near or within the medication room stating the names of all staff that can have access to the medication room.

- b. Emergency telephone numbers, including at least fire, police, ambulance, EMS, and poison control center, shall be posted conspicuously at or near the telephone.
- c. If smoking areas are permitted, the facility shall ensure that they are clearly marked as designated smoking areas.
- d. The facility shall post a notice that prohibits firearms and other weapons, alcohol, illegal drugs, illegal activities, and violence on the program site.
- e. The facility shall post an emergency evacuation floor plan.
- f. The following shall be prominently displayed in areas frequented by the consumers:
 - 1) Contact information for the Rights Protection Officer;
 - 2) Contact information with instructions on how to make an abuse/neglect report, toll-free number for reporting abuse and neglect; and
 - 3) A notice stating the name, address, telephone number, TDD/TTY telephone number, FAX, and e-mail address of the person responsible for ADA compliance.
- g. Postings shall be displayed in English and in a second language(s) appropriate to the population(s) served in the local service area.
- h. If the facility prepares food, the facility shall post the current food service permit from the local health department.

6. Safety

- a. The facility shall comply with the most recent edition of the National Fire Protection Association's Life Safety Code (NFPA 101) as adopted by the State Fire Marshal, or with the International Fire Code (IFC). Determination of the specific code to be applied is determined by the local fire authorities having jurisdiction.
- b. All facilities shall be classified as to type of occupancy and incorporate all life safety protections set forth in the applicable code.
- c. Facilities shall maintain continuous compliance with the life safety requirements set forth in the applicable chapters of the code.
- d. The facility shall conduct fire drills and, when applicable, calculate evacuation scores in accordance with the fire code under which the facility is inspected.
- e. Facilities shall provide a safe environment, participate in required inspections, and keep a current file of reports and other documentation to demonstrate compliance with applicable laws and regulations. Files and records that record annual or quarterly or other periodic inspections shall be signed and dated.
- f. Initial and ongoing inspections for compliance with the applicable code shall be conducted by a fire safety inspector certified by the Texas Commission on Fire Protection or by the State fire marshal. The facility is responsible for arranging these inspections and for ensuring that these inspections are carried out in a timely manner. The initial and ongoing fire safety reports shall be signed by the certified inspector performing inspection. These reports shall be kept on file and be readily available for review by the state.
- g. If the Certified Fire Inspector finds that the facility does not comply with one or more requirements set forth in the applicable fire code, facility staff shall take immediate corrective action to bring the facility into compliance with the applicable code. The facility shall have on file a date for a return inspection by the Certified Fire Inspector to review the corrective actions. After that date, the facility must have on file documentation by the Certified Fire Inspector that all shall have been corrected and that the facility is in full compliance with all applicable codes. During the period of corrective action, the facility shall take any steps necessary to ensure the health and safety of individuals residing in the facility during the time the repairs or corrections are being completed.
- h. If the facility has been in operation for less than one year, the documentation of compliance with the applicable fire code may be completed and signed by an architect licensed to practice in the State of Texas. Such certification shall be based on the architect's inspection of the facility completed after (or immediately prior to) the commencement of operation as a crisis residential or crisis respite facility. If the facility

has been remodeled or renovated the inspection by the architect shall have been conducted after the remodeling or renovation was completed.

- i. The following initial and annual inspections are required and shall be kept on file:
 - 1) Local Fire safety as outlined in 6.f., above;
 - 2) Alarm system by the fire marshal or an inspector authorized to install and inspect alarm systems;
 - 3) Annual kitchen inspection by the local health authority or the Department of State Health Services;
 - 4) Gas pipe pressure test once every three years by the local gas company or a licensed plumber;
 - 5) Inspection and maintenance of fire extinguishers by personnel licensed or certified to perform the inspection; and
 - 6) (If applicable) inspection of liquefied petroleum gas systems by an inspector certified by the Texas Railroad Commission.
- j. All fires causing damage to the crisis residential service unit or to equipment shall be reported to the DSHS Contract Manager with 72 hours. Any fire causing injury or death shall be reported to the DSHS Contract Manager immediately. Notification shall be by telephone if during normal business hours and by e-mail during other times with a follow-up telephone call to the Contract Manager on the first business day following the event.
- k. All facilities shall post emergency evacuation floor plans.
- l. The administration shall have in effect and available to all supervisory personnel written copies of a plan for the protection of all persons in the event of fire and for their remaining in place, for their evacuation to areas of refuge, and from the building when necessary. The plan shall include special staff actions including fire protection procedures needed to ensure the safety of any resident and must be amended or revised when needed. All employees shall be periodically instructed and kept informed with respect to their duties and responsibilities under the plan. A copy of the plan shall be readily available at all times within the facility. This written plan shall require documentation that reflects the current evacuation capabilities of the consumers.
- m. Open flame heating devices shall be prohibited. All fuel burning heating devices shall be vented. Working fireplaces are acceptable if of safe design and construction and if screened or otherwise enclosed.
- n. All vehicles used to transport consumers shall be maintained in safe driving condition.
- o. Every vehicle used for consumer transportation shall have a fully stocked first aid kit and an A:B:C type fire extinguisher that are easily accessible.
- p. Any vehicle used to transport a consumer shall have appropriate insurance coverage.
- q. The facility shall ensure that consumer bedrooms, bath rooms and other private or unsupervised areas are free of materials that could be utilized by a consumer to cause harm to self or others. Such items include but are not limited to, ropes, cords (including window blind cords), sharp objects, and substances that could be harmful if ingested.
- r. The facility shall not admit individuals whose needs cannot be effectively addressed in the facility. Individuals requiring a greater or lesser level of care shall be referred to a more appropriate level of care.

7. Infection Control

- a. Each facility shall establish and maintain an infection control policy and procedure designated to provide a safe, sanitary, and comfortable environment and to help prevent the development and transmission of disease and infection.
- b. The facility shall comply with departmental rules regarding special waste in 25 TAC §§1.131-1.137.
- c. The facility shall have written policies for the control of communicable disease in employees and consumers, which includes tuberculosis screening and provision of a safe and sanitary environment for consumers and employees. The name of any consumer of a facility with a reportable disease as specified in 25 TAC §§97.1-97.13 (Control of

Communicable Diseases) shall be reported immediately to the city health officer, county health officer, or health unit director having jurisdiction and appropriate infection control procedures must be implemented as directed by the local health authority.

- d. If employees contract a communicable disease that is transmissible to consumers through food handling or direct consumer care, the employee shall be excluded from providing these services as long as a period of communicability is present.
- e. The facility shall maintain evidence of compliance with local and/or state health codes or ordinances regarding employee and consumer health status.
- f. The facility shall screen all employees for TB within two weeks of employment and annually, according to Centers for Disease Control and Prevention's (CDC) Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings. All persons who provide services under an outside resource contract shall, upon request of the facility, provide evidence of compliance with this requirement.
- g. All consumers shall be screened upon admission and after exposure to tuberculosis and provided follow-up as needed. DSHS will provide TB screening questionnaire for admission screening upon request.
- h. Personnel who handle, store, process and transport linens shall do so in a manner that prevents the spread of infection.
- i. Universal precautions shall be used in the care of all consumers.
- j. First Aid Kits shall be sufficient for the number of consumers served at the site.
- k. Gloves shall be immediately accessible to all staff.
- l. One-way, CPR masks shall be immediately available to all staff.
- m. Spill Kits shall be immediately accessible to all staff.
- n. Running water or dry-wash disinfectant shall be available to staff where sinks are not easily available.
- o. Sharps containers shall be puncture resistant, leak proof and labeled.
- p. Sharps containers shall not be overfilled.
- q. Needles in the sharps containers shall not be capped or bent.
- r. Staff shall be able to accurately describe the policy for handling a full sharps container.
- s. Particulate masks (surgical masks) shall be available to staff and individuals at high risk for exposure to TB.
- t. Staff shall be able to describe the actions to take if exposed to blood or body fluids.
- u. Staff shall be able to describe how to clean a blood or body-fluid spill.
- v. Staff shall be able to direct surveyor to all protective equipment.
- w. Poison Control phone numbers shall be posted throughout the Center.
- x. Information regarding Emergency Medical Treatment for Poisoning shall be available to staff.
- y. All medical materials shall be properly stored on shelves or in cabinets that shall be correctly labeled.
- z. Disinfectants and externals shall be separated from internals and injectables.
- aa. Medications that require special climatic conditions (e.g. refrigeration, darkness, tightly sealed, etc.) shall be stored properly.
- ab. There shall be a thermometer in the refrigerator.
- ac. Recorded refrigerator temperatures shall be maintained between 36 and 40 degrees Fahrenheit.
- ad. Animals housed at the facility or visiting the facility shall be properly vaccinated and supervised.

8. Medication Management

- a. All facilities that provide or store consumer medication during the length of stay shall implement written procedures for medication storage, administration, documentation, inventory, and disposal.
- b. The facility shall maintain a record indicating that staff regularly checks the temperature in the refrigerator.

- c. Refrigerators used to store medications shall be kept neat, clean and free of non-pharmacy / non-medical items. (Lab specimens shall be stored separately.)
- d. The facility shall ensure that there are no expired, recalled, deteriorated, broken, contaminated or mislabeled drugs present.
- e. Individuals shall not be allowed to retain their own medications while in the facility.
- f. Medications that are kept on-site shall be kept locked at all times.
- g. Controlled substances shall be approved by a physician employed by or contracting with the facility or Community MHMR Center that operates the facility.
- h. Controlled substances shall be stored under double locks.
- i. Staff shall be able to provide a copy of the most recent stock inspection.
- j. The facility management shall ensure that only licensed medical staff members have access to medications administered to individuals.
- k. The facility management shall maintain a current list in the medications room of all practitioners who are allowed to prescribe medications that are administered from the medications room.
- l. The facility management shall maintain a current list in the medication room of all staff allowed to administer medications to consumers.
- m. The facility management shall ensure that staff does not ever transfer medications from one container to another. Consumers may independently transfer their own medications from a bottle to a daily medication reminder.
- n. Medication labels shall not be handwritten or changed.
- o. There shall be a medication guide, (e.g. Physician's Desk Reference (PDR) or similar publication) that is available to staff.
- p. The PDR shall be current (i.e., an edition published within the previous 2 years).
- q. The facility shall maintain an Emergency Medication Kit.
- r. The medications in the emergency medication kit shall be monitored with a perpetual inventory and make use of breakaway seals.
- s. The medication kit shall contain medications and other equipment as specified by the facility medical director. This generally includes but is not limited to short acting neuroleptics, anti-Parkinsonian medications, and anti-anxiety medications
- t. There shall be evidence in the clinical records that consumers are educated about their medications whenever medications are prescribed or changed.

9. Food Preparation and Food Service

- a. If the facility prepares meals in a centralized kitchen on site, it shall pass an annual kitchen health inspection as required by law. The facility shall immediately address any deficiencies found during any health inspection. The facility shall post the current food service permit from local health department.
- b. If providing nutrition services, the kitchen or dietary area shall meet the general food service needs of the consumers. It shall include provisions for the storage, refrigeration, preparation, and serving of food, for dish and utensil cleaning, and for refuse storage and removal. Exception: Food may be prepared off-site or in a separate building provided that the food is served at the proper temperature and transported in a sanitary manner.
- c. All facilities shall provide a means for washing and sanitizing dishes and cooking utensils must be provided. The kitchen shall contain a multi-compartment pot sink large enough to immerse pots and pans cookware and dishes used in the facility, and a mechanical dishwasher for washing and sanitizing dishes. Separation of soiled and clean dish areas shall be maintained, including air flow.
- d. In facilities that prepare meals for consumers, at least three meals or their equivalent shall be served daily, at regular times, with no more than a 16-hour span between a substantial evening meal and breakfast the following morning.
- e. In all facilities, when therapeutic diets as are ordered they shall be provided by the facility.
- f. In facilities that prepare food for the consumers, the menus shall be prepared to provide a balanced and nutritious diet, such as recommended by the National Food and Nutrition

- Board, and will accommodate consumer kosher dietary needs or other related dietary practice.
- g. In facilities where consumers prepare their own food:
 - 1) The facility shall ensure that a variety of foods are available for each meal to allow consumers to have a choice of foods for to prepare for each meal;
 - 2) The facility shall ensure that the foods available are nutritious and well balanced such as recommended by the National Food and Nutrition Board and shall accommodate consumer kosher dietary needs or other related dietary practice;
 - 3) Food for at least 3 meals shall be provided daily for consumers to prepare;
 - 4) If consumers require special dietary items, the facility shall ensure that such items are provided to the consumer; and
 - 5) Regular food preparation and mealtimes shall be established by the facility.
 - h. In all facilities, food and beverage shall be available to accommodate consumers who enter the facility after established meal times.
 - i. In all facilities, supplies of staple foods for a minimum of a four-day period and perishable foods for a minimum of a one-day period shall be maintained on premises. Food subject to spoilage shall be dated.
 - j. When meals are provided by a food service, a written contract shall require the food service to: comply with the rules referenced in this Information Item V, and pass an annual kitchen health inspection as required by law. The facility shall ensure the meals are transported to the facility in temperature controlled containers to ensure the food remains at the temperature at which it was prepared. The facility shall ensure that at least one facility staff, at minimum, maintains a current food handler's permit.

10. Staffing

- a. A psychiatrist shall serve as the Medical Director for all crisis services and must approve all written procedures and protocols. Duties and responsibilities for all staff involved in the assessment or treatment of individuals shall be defined in writing by the Medical Director and be appropriate to staff training and experience, and in conformance with the staff member's scope of practice (if applicable) and state standards for privileging and credentialing.
- b. The competence of all staff shall be continuously evaluated, monitored during the actual delivery of services and continually enhanced to address the unique needs of consumers in different settings and situations.
- c. An on-call roster of clinical (Qualified Mental Health Professional-Community Service (QMHP-CS and above) and nursing (RN and LVN) staff shall be maintained and a process must be in place for assessing and anticipating staffing needs to ensure clinical or nursing staff members are on-site at all times.
- d. Trained and competent professional staff (i.e. QMHP-CSs) shall provide staff coverage during the first and second shifts.
- e. Trained and competent paraprofessional staff (i.e. non-licensed staff with less than a bachelor's degree in a human services field) may be used on the third (i.e., overnight) shift.
- f. Staff on duty shall remain awake and alert at all times.
- g. An LPHA shall be immediately available during the day and shall be responsible for ensuring the individual is provided active treatment defined in a crisis plan.
- h. There shall be a sufficient number of trained staff available to ensure that when individuals show signs of agitation there is immediate verbal intervention.
- i. No fewer than two staff members, trained in verbal and physical management of assaultive/aggressive behavior, shall be on site at all times to ensure a safe environment. When indicated by acuity and/or increased census, the number of staff trained in the verbal and physical management of assaultive/aggressive behavior shall be increased to a level that is sufficient to ensure the safety of all consumers and staff in the facility.
- j. When one-on-one supervision of one or more individuals is indicated, the facility shall ensure that there is sufficient staff on site to provide such supervision.

- k. At least one LPHA shall be available to conduct patient interviews and initiate a full assessment within eight hours of presentation to the unit or sooner when indicated.
- l. Active psychosocial programming shall be provided for at least 4 hours per day.
- m. Post admission, a physician (preferably a psychiatrist) or a psychiatric APN or PA shall see every individual at least once per week, or more frequently as clinically indicated, and be on call 24 hours a day to evaluate individuals as needed and to provide supervision and consultation.
- n. An RN shall be on call for emergencies, supervision and consultation 24 hours a day.
- o. A physician (preferably a psychiatrist), a psychiatric APN, a PA or an RN shall be on site or readily accessible to provide services either in person (or via telemedicine when appropriate).
- p. If a physician is not already on site, the physician (preferably a psychiatrist) or a psychiatric APN or PA shall be available to provide face-to-face services or via telemedicine when appropriate within one hour.
- q. If an RN is not on site, the RN shall be available to provide face-to-face services as soon as practically possible.
- r. Facility staff shall take whatever measures are necessary to ensure the safety and well-being during the time the physician or RN is in route to provide needed services.
- s. Staff shall not provide or facilitate consumer access to tobacco products.

11. Assessment

- a. Full Assessment
 - 1) Prior to admission to the crisis residential unit, individuals shall receive a full psychiatric assessment by a physician (preferably a psychiatrist) or a psychiatric APN or PA within 24 hours of the individual's presentation to the service if not referred directly from an active inpatient unit or psychiatric emergency service.
 - 2) A written process shall be implemented that ensures that those who require a full psychiatric assessment more quickly can be seen and assessed within 8 hours of initial presentation.
 - 3) Individuals not currently in services, or for whom the health status is unknown, shall receive a comprehensive nursing assessment by an RN within 1 hour of presentation.
- b. Assessment Process
 - 1) The assessment process includes patient interviews by LPHAs or PAs;
 - 2) When indicated and as appropriate, telemedicine may be used to conduct assessments.
 - 3) The assessment process shall include a review of available records of past treatment;
 - 4) The assessment process shall gather and incorporate:
 - a) Proactive history from family and collateral sources and in keeping with laws on confidentiality;
 - b) The assessment shall include contact with the current behavioral health providers whenever possible and in keeping with laws on confidentiality;
 - c) A psychiatric diagnostic assessment which addresses any medical conditions that may cause similar symptoms or complicate the patient's condition;
 - d) Identification of social, environmental, and cultural factors that may be contributing to the emergency;
 - e) An assessment of the individual's ability and willingness to cooperate with treatment;
 - f) A history of previous treatment and the response to that treatment that includes a record of past psychiatric medications, dose, response, side effects and compliance, and an up-to-date record of all medications currently prescribed, and the name of the prescribing practitioner;
 - g) A general medical history that addresses conditions that may affect the patient's current condition (including a review of symptoms focused on conditions that may present with psychiatric symptoms or that may cause cognitive impairment, e.g., a history of recent physical trauma);

- h) A detailed assessment of substance use or abuse conducted by an individual trained in assessing substance related disorders;
 - I) An assessment for trauma, abuse or neglect by trained clinical staff, preferably an LPHA, with training in this assessment; and
 - j) A physical health assessment as outlined below.
- 5) Physical Health Assessment
- a) Individuals shall receive a physical health assessment by a physician (preferably a psychiatrist) or a psychiatric APN or PA, or an RN, within two hours of entering a crisis residential unit unless:
 - i. Such an assessment was already conducted within the last week; and
 - ii. There are no recent changes or other indications that another assessment may be warranted.
 - b) This evaluation shall include assessment of medical and psychiatric stability, capability to self-administer medication, vital signs, pain, and dangerousness to self or others.
 - c) The initial evaluation for physical health shall be performed as ordered, by a physician (preferably a psychiatrist) or a psychiatric APN or PA and generally includes, but is not necessarily limited to:
 - i. Vital signs;
 - ii. A cognitive examination that screens for significant cognitive or neuropsychiatric impairment;
 - iii. A screening neurological examination that is adequate to rule out significant acute pathology;
 - iv. A medical history and review of symptoms;
 - v. A pregnancy test (for females of child bearing age);
 - vi. A toxicology evaluation;
 - vii. Blood levels of psychiatric medications that have established therapeutic or toxic ranges; and
 - viii. Other tests and examinations including rapid toxicology testing as appropriate and indicated.
 - d) Access to phlebotomy and laboratory studies shall be provided.
 - e) Immediate access to urgent and emergent non-psychiatric medical assessment and treatment shall be provided.
 - f) Screening for intoxication and, when indicated, screening for symptoms and complications of substance withdrawal shall be provided.

12. Interventions

- a. Upon admission but no later than 24 hours, every individual shall receive an orientation that explains facility rules and expectations, explains patients' rights and the grievance policy, and describes the schedule of activities.
- b. A written protocol shall be developed and implemented that specifies the most effective and least restrictive approaches to common behavioral health emergencies seen in the service and is approved by the clinical director. The written protocol shall be reviewed and updated as needed.
- c. An individual crisis treatment plan shall be developed for each individual that provides the most effective and least restrictive treatment for the individual's behavioral health disorder. This information shall be shared with the individual and the individual's family, as appropriate. The plan shall be based on the provisional psychiatric diagnosis and incorporates, to the maximum extent possible, individual preferences.
- d. An array of treatment interventions may exist in the crisis residential setting in order to stabilize acute psychiatric symptoms or prevent admission to a more restrictive setting. A minimum of four hours per day of such programming shall be available and shall be provided. Services should be goal-oriented and focus on reality orientation, symptom reduction and management, appropriate social behavior, improving peer interactions, improving stress tolerance, and the development of coping skills; and may consist of the

following component services: psychiatric nursing services, pharmacological instruction, symptom management training, and functional skills training. The programming requirements may be fulfilled through the provision of individual crisis intervention services or by providing group services. Group services may be delivered by LOC assignment or through the provision of Day Programs for Acute Needs as specified in 25 TAC §419 L. Individuals who have significant substance abuse co-morbidity must receive counseling designed to motivate the patient to continue with substance abuse treatment following discharge from the program.

- e. Individuals shall not be denied access to social, community, recreational, and religious activities that are consistent with the individual's cultural and spiritual background.
- f. The program shall provide a stable therapeutic environment that includes consistently assigned personnel and consistently scheduled activities.
- g. Individuals should practice self-administration of medication under supervision. When needed, same-day access to medications shall be available and staff members shall provide medication education.

13. Coordination and Continuity of Care

- a. Coordination of emergency services shall be provided for every individual. Coordination of emergency services includes but is not limited to identifying and linking the individual with all available services necessary to stabilize the crisis, ensuring transition to routine care, providing necessary assistance in accessing those services, and conducting follow-up to determine the individual's status and need for further service.
- b. A written policy shall be in place that defines the steps to be taken to ensure that every effort is made to contact existing treatment providers during the course of the individual's assessment in the service.
- c. A written procedure shall be developed and implemented to ensure continuity of care and successful linkage with the referral facility or provider.
- d. A discharge plan shall be developed for every individual, and shall include:
 - 1) Appropriate education relevant to the individual's condition;
 - 2) Information about the most effective treatment for the individual's behavioral health disorder;
 - 3) Identification of potential obstacles to a successful return to the community and means to address these obstacles; and
 - 4) Information about follow-up care, and appropriate linkages to post discharge providers.