



## REQUEST FOR PROPOSAL

### *Protective Custody Approval*

PROJECT# 2016-08-08

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 *Protective Custody Approval* 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 # 2016-07-07)**

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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 *Protective Custody Approval Services (PCAS)* to ensure the continuity of care for persons proposed for civil commitments to have their healthcare needs met in the most appropriate, least restrictive setting offering the greatest opportunity for improvement. The (PCAS) are the clinical and administrative functions that serve to ensure the Texas Health & Safety Code and the Texas Administrative Code relating to the provisions of involuntary care are maintained while facilitating the appropriate care.

By issuance of this Request for Proposals ("RFP"), NTBHA is hereby requesting bids for the provision of professional services associated with the execution and administration of PCAS 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.

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 #2016-07-07 should be directed to Christina Gonzales via e-mail at [cgonzales@ntbha.org](mailto: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 PROCESS"
- EXHIBIT "D", entitled "PROPSAL REQUIREMENTS FOR PROTECTIVE CUSTODY APPROVAL SERVICES"
- EXHIBIT "E", entitled "RESIDENT/NON-RESIDENT CERTIFICATION"
- EXHIBIT "F", entitled "SUBMISSION OF PROPOSAL ASSURANCES"
- ATTACHMENT 1, entitled "NOTICE OF INTENT TO BID"

**EXHIBIT A: PROCUREMENT TIMELINE**

<b><u>DATE</u></b>	<b><u>EVENT</u></b>
<b><u>August 12, 2016</u></b>	The Request for Proposal (RFP) announcement is issued to identified agencies.
<b><u>August 15, 2016</u></b>	<b>Acknowledgment of receipt of this notice and intention to reply is requested in writing by 3 PM, CDT, <u>August 15, 2016</u>.</b> An email response may be sent to: <a href="mailto:cgonzales@ntbha.org">cgonzales@ntbha.org</a>
<b><u>August 29, 2016</u></b>	Deadline for any questions regarding this RFP.
<b><u>September 2, 2016</u></b>	Responses must be submitted to NTBHA no later than 3 PM, CDT, <b><u>September 2, 2016</u></b> . (See Instructions for Proposal Submission, following)
<b><u>September 10, 2016</u></b>	NTBHA's review of bids and selection of vendor
<b><u>September 14, 2016</u></b>	Announcement of contract award

**END OF EXHIBIT A**

## **EXHIBIT B: SCOPE OF SERVICES BEING PROCURED**

### **1.01 Target Population**

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

*Priority Population:* 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.

### **1.02 Services in General.**

*Protective Custody Approval Services (PCAS)* provides the clinical and administrative functions relating to the provisions of the Texas Health & Safety Code and the Texas Administrative Code relating to the involuntary care provisions are adhered to while facilitating the appropriate care in the appropriate setting. *Protective Custody Approval Services (PCAS)* services include screening and review of persons whom a physician and sometimes the district attorney, have assessed and determined the person to present a risk of imminent harm to themselves or others due to a mental illness.

*Protective Custody Approval Services (PCAS)* staff member who is a qualified mental health professional-community services (QMHP-CS) will review the clinical history of the individual and gather information from the requesting entity making a recommendation of an Order of Protective Custody to the court supporting the most appropriate treatment alternative for the individual proposed for civil commitment. This is completed through reviewing the presenting clinical information, completing the *Protective Custody Approval Services (PCAS)* letter to the court and requesting facility. If the related disposition changes the *Protective Custody Approval Services (PCAS)* provides the corrective action info to the court and coordinates care for court ordered mental health services based upon the assessment completed. For individuals with comorbidity concerns the *(PCAS)* staff member (QMHP) will have access to a *(PCAS)* staff member that is licensed as an LPHA, RN or MD to address health and recommendations to the court.

Requests for *(PCAS)* occur 24 hours a day, 7 days a week and originate from multiple sources. Requests originate from any level of care and settings including forensic settings. Most interviews are conducted telephonically, with few interviews being completed through face to face assessments at local county jails.

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

- Expedited resolution of requests for Orders of Protective Custody
- Prevention of a need for higher level of care if it is not supported through clinical evidence
- Expedited admittance of a person under protective custody until a final order for court-ordered behavioral health services is entered
- Conduct a thorough psychiatric evaluation to determine the presence of contraindications to commitment
- Mobilize individual/family/community resources and support systems
- Link the individual with continuing care and appropriate support services

### **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:

- a. Providers are registered as an organization with the Secretary of State to do business in Texas;

- b. Providers, staff and professionals to perform services must meet minimum and mandatory credentialing requirements and hold current and valid Texas licenses and/or certifications for the services to be provided;
- c. Providers are able to provide, directly or through interpretation, services in the language of the person receiving services and to hearing impaired patients;
- d. 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; and
- e. 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 STAFFING**

- 1) Qualified Mental Health Professional-Community Services (QMHP-CS) -A staff member who is credentialed as a QMHP-CS who has demonstrated and documented competency in the work to be performed and:
  - a. has a bachelor's degree from an accredited college or university with a minimum number of hours that is equivalent to a major (as determined by the LMHA or MCO in accordance with §412.316(d) of this title (relating to Competency and Credentialing)) in psychology, social work, medicine, nursing, rehabilitation, counseling, sociology, human growth and development, physician assistant, gerontology, special education, educational psychology, early childhood education, or early childhood intervention;
  - b. is a registered nurse; or
  - c. completes an alternative credentialing process identified by the department.

Screening Activities performed by a QMHP-CS to gather triage information to determine the need for in-depth assessment. The QMHP-CS collects this information through face-to-face or telephone interviews with the individual or collateral. This service includes screenings to determine if the individual's need is emergent, urgent, or routine (which is conducted prior to the face-to-face assessment to determine the need for emergency services).

- 2) Licensed Practitioner of the Healing Arts or LPHA – A Texas licensed health care practitioner who, within the scope of State law, has the ability to independently make a clinical assessment, certify a diagnosis and recommend treatment for persons with a mental illness and who is one of the following:
  - a. Physician;  
licensed as a physician by the Texas Medical Board in accordance with Texas Occupations Code, Chapter 155; or authorized to perform medical acts under an institutional permit at a Texas postgraduate training program approved by the Accreditation Council for Graduate Medical Education, the American Osteopathic Association, or the Texas Medical Board.
  - b. Advanced Practice Nurse (APN);  
staff member who is a Registered Nurse approved by the Texas Board of Nursing as a clinical nurse specialist in psychiatric/mental health or nurse practitioner in psychiatric/mental health, in accordance with Texas Occupations Code, Chapter 301.
  - c. Licensed Clinical Social Worker (LCSW);  
staff member who is licensed as a clinical social worker by the Texas State Board of Social Worker Examiners in accordance with the Texas Occupations Code, Chapter 505.
  - d. Licensed Clinical Professional Counselor (LCPC);  
staff member who is licensed as a licensed professional counselor by the Texas State Board of Examiners of Professional Counselors in accordance with Texas Occupations Code, Chapter 503.
  - e. Licensed Marriage and Family Therapist (LMFT)  
staff member who is licensed as a licensed marriage and family therapist by the Texas State Board of Examiners of Marriage and Family Therapists in accordance with Texas Occupations Code, Chapter 502.

**1.06 Compliance with State Requirements.**

Contractor will know, understand, and comply with all state and federal laws and regulations relating to involuntary mental health treatment. These laws and regulations include, but not exclusively, the following:

- A. Health and Safety Code (HS&C) §574.012: Recommendations for Treatment;
- B. Health and Safety Code §9574.023: Apprehension Under Order;
- C. Health and Safety Code §9574.027: Detention in Protective Custody;
- D. Health and Safety Code §5575.011: Transfer to State Hospital or Single Portal Authority;
- E. Title 25, Texas Administrative Code: Admissions, Transfers, Absences, and Discharges

- 1. §402.4(h): Recommendation for Treatment
- 2. §402.5(a): General Provisions for Admissions
- 3. §402.5(d): Irregularities with Commitments
- 4. §402.10 Emergency Detentions:
- 5. §5402.11 Court-Ordered Admissions
- 6. §402.13 Outpatient Services:
- 7. §5402.14 Re-examination of Persons Court-Ordered to Extended Mental Health Services:
- 8. §5402.15 General Provisions for Discharges
- 9. §9402.17 Discharge of Persons Court-Ordered to Inpatient and Outpatient Mental Health Services;

- F. Article 16.22 Code of Criminal Procedure, as amended by H.B. 1071: AN ACT relating to certain procedures used to deal with a criminal defendant or juvenile suspect who may have a mental illness;
- G. Title 25, Texas Administrative Code: Chapter 4028: Continuity of Services-Mental Health Facilities;
  - 1. §402.57: Pre-admission Screening, Referral, and Determination of the Least Restrictive Environment.

**1.07 Compliance with NTHBA Protocols for:**

The Successful Contractor will collaborate with NTHBA to create and establish protocols for Protective Custody Approval Services. Such protocols will provide at a minimum the following items:

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

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



- 1.09 AIDS/HIV Workplace Guidelines.** The Successful Contractor shall have adopted and implemented policies which capture the spirit and intent of the workplace guidelines adopted by the State, and AIDS/HIV confidentiality guidelines, consistent with state and federal law.
- 1.10 Receipts and Records.** The Successful Contractor shall agree to provide NTBHA, upon request, with original receipts (if any) for the purchases of all goods and services involving the use of NTBHA funds as well as all other financial and supporting documents and statistical records. The Successful Contractor shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to NTBHA, for a period of six (6) years from the expiration or termination of an awarded contract.
- 1.11 Access.** Pursuant to the Texas Health and Safety Code Section 534.060, the Successful Contractor agrees to allow the State, including the Office of the State Auditor, NTBHA'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.
- 1.12 Retention of Records.** The Successful Contractor agrees to retain all records pertinent to an awarded contract for a period of six (6) years from the expiration or termination of the contract.
- 1.13 Protected Health Information.** During the term of an awarded contract, the Successful Contractor may receive from NTBHA, or may receive or create on behalf of NTBHA, certain confidential health or medical information ("Protected Health Information" or "PHI"). This PHI is subject to protection under and it is the intent of the parties to be in full compliance with state and federal law, including the Health Insurance Portability and Accountability Act, Texas Health and Safety Code Chapter 181, and implementing regulations issued pursuant thereto, and the requirements of Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, subtitled the Health Information Technology for Economic and Clinical Health Act, Pub. L. No. 111-005 ("HITECH Act"), and their implementing regulations (collectively "HIPAA" herein) to the extent such law and regulations apply during the term hereof.

**END OF EXHIBIT B**

<b><u>EXHIBIT C:</u></b> <b><u>EVALUATION AND SELECTION CRITERIA PROCESS</u></b>
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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:

*Protective Custody Approval Services (PCAS) PROJECT # 2016-08-08*  
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.

<b><u>END OF EXHIBIT C</u></b>
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**EXHIBIT D:**  
**PROPOSAL REQUIREMENTS FOR**  
**Protective Custody Approval Services (PCAS)**

Applicant must submit a sealed proposal packet containing one (1) complete original bid and three (3) copies to NTBHA no later than 3:00 PM, CDT, on **September 2, 2016** by a method described below. NTBHA reserves the right to reject delinquent bids.

**For hand delivered bids:**

*Protective Custody Approval Services (PCAS) PROJECT # 2016-08-08*  
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:**

*Protective Custody Approval Services (PCAS) PROJECT # 2016-08-08*  
North Texas Behavioral Health Authority  
ATTN: Christina Gonzales  
1201 Richardson Dr, Ste 270  
Richardson, TX 75080  
Contact Number: 214.366.9407

**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.
  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 to be the best qualified.

3. **Detail Proposal.** Response to Proposal Guidelines as specified in this document.
  4. **References.** Submit as specified in Section A.16 of this document.
  5. **Respondent's Contact.** Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the Proposal.
13. **EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this Request for Proposal shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and NTBHA shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. NTBHA reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of NTBHA.
14. **MINORITY OWNED BUSINESSES:** Historically Underutilized Business and/or Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best practices of quality services and facilities will prevail. All interpretations of these specifications shall be made on the basis of this statement.
16. **REFERENCES:** NTBHA requests Respondent to supply, with this RFP, a list of at least three (3) references where similar services have been provided by their organization. Include name, contact name, address, telephone number and description of services provided for each reference.
17. **INSURANCE:** Successful contractor must provide proof of minimum insurance coverage prior to start of contract and annually thereafter of liability insurance (including general liability, and workers' compensation coverage) as follows:
- |                                  |   |
|----------------------------------|---|
| SCHEDULE: Professional Liability | \$1,000,000/\$3,000,000                         |
| General Liability                | \$1,000,000/\$3,000,000                         |
| Worker's Compensation            | In accordance with Texas Statutory Requirements |
18. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS:** A prospective Respondent must affirmatively demonstrate Respondent's responsibility. A prospective Respondent must meet the following minimum requirements:
1. have adequate financial resources, or the ability to obtain such resources as required;
  2. be able to comply with the required or proposed performance schedule;
  3. have a satisfactory record of performance;
  4. have a satisfactory record of integrity and ethics; and
  5. be otherwise qualified and eligible to receive an award.

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

19. **LIMITATIONS:** Any Respondent currently held in abeyance from or barred from the award of a Federal or State contract may not contract with NTBHA.
20. **CONSIDERATION:** For an offer to be considered, the Respondent must meet NTBHA's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective contract, and submit the completed offer according to the time frames, procedures, and forms stipulated by NTBHA.
21. **CONTRACT:** In the event Respondent and NTBHA are satisfied with the proposal submission and its conditions in its entirety and no modification or negotiations are warranted, the submitted proposal shall serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of Respondent's anticipated agreement subject to refinement and negotiation can be obtained upon request to Christina Gonzales via email at: [cgonzales@ntbha.org](mailto: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 *Protective Custody Approval Services (PCAS)* as defined in this proposal (*refer to pg. 6 EXHIBIT B, 1.04*) request to include number of staff, and verification of their credentials.
- b. Provide a *Protective Custody Approval Services (PCAS)* 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 *Protective Custody Approval Services (PCAS)* as defined in this proposal (*refer to pg. 5 EXHIBIT B, 1.02*)

- a. Describe how you currently provide *Protective Custody Approval Services (PCAS)* 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. Policy and Procedures/Safety:**

Provide the policies and procedures in place that meet the DSHS Standards *refer to pg. 7 EXHIBIT B, 1.06 – 1.13*.

- a. Demonstrate policies and procedures that will be in place for emergency preparedness and health and safety issues as outlined in (*refer to pg. 7 EXHIBIT B, 1.06 – 1.13*).

### **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 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.

### **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, if your agency does not have to complete an external audit provide the last three-year business tax returns. You may provide a summary if the tax documents are more than 20 pgs. long.
- 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 Protective Custody Approval Services (PCAS) within the contracted timeframe.

## **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:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_  
\_\_\_\_\_ **FAX No.:** \_\_\_\_\_

**Auth. Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**END OF EXHIBIT F**

ATTACHMENT 1



Notice of Intent to Bid
for
REQUEST FOR PROPOSAL (RFP) 2016-08-08
Protective Custody Approval Services

INSTRUCTIONS: Please complete this form and return to Christina Gonzales, NTBHA Contract Coordinator vis email to cgonzales@ntbha.org, or via mail to Protective Custody Approval Services (PCAS)PROJECT # 2016-08-08 North Texas Behavioral Health Authority ATTN: Christina Gonzales 1201 Richardson Dr, Ste 270 Richardson, TX 75080

A receipt containing important dates, times and information will be provided to you. This receipt MUST BE INCLUDED in your RFP response. You will be prohibited from responding to the RFP without the Receipt. Read this packet carefully. If you have any questions, please contact Christina Gonzales, at cgonzales@ntbha.org.

DEADLINE

August 19, 2016 Acknowledgment of receipt of this notice and intention to reply is requested in writing by 5 PM, CDT, August 19, 2016.

This is to notify you that it is our present intent to (submit/not submit\*) a proposal in response to the above referenced RFP number. The individual to whom information regarding this RFP should be transmitted is:

- Name:
Company:
Title:
City, State & Zip:
Phone Number:
E-mail Address:

I / We concur with the proposed contract language as presented in the RFP.

Sincerely,

Signature of Owner (CEO, President, Majority Stockholder or Designated Representative) DATE

Typed Name & Title of Representative

\*If declining to bid, please state reason(s) why: