



REQUEST FOR PROPOSAL

Transport for Psychiatric Consumers

PROJECT# 2016-08-09

INVITATION

The North Texas Behavioral Health Authority (“NTBHA”) is accepting Proposals from Providers experienced in providing Transportation 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 outlines in the enclosed Request for Proposal.

Independent Providers and/or Providers 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 # 2016-08-08)

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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 Transportation for patients with behavioral health needs in need of transport to other healthcare provider facilities.

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 transport 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.

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

All questions regarding the RFP #2016-08-09 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 PROCESS"
- EXHIBIT "D", entitled "PROPSAL REQUIREMENTS FOR TRANSPORTATION"
- EXHIBIT "E", entitled "RESIDENT/NON-RESIDENT CERTIFICATION"
- EXHIBIT "F", entitled "SUBMISSION OF PROPOSAL ASSURANCES"
- ATTACHMENT "1", entitled "NOTICE OF INTENT TO BID"
- ATTACHMENT "2", entitled "REQUIREMENTS FOR ALL TRANSPORTS"

EXHIBIT A: PROCUREMENT TIMELINE

<u>DATE</u>	<u>EVENT</u>
<u>August 12, 2016</u>	The Request for Proposal (RFP) announcement is issued to identified agencies.
<u>August 19, 2016</u>	Intent to bid is requested by 5 PM, CDT, <u>August 19, 2016</u>. An email response may be sent to: cgonzaless@nttbha.org
<u>August 29, 2016</u>	Deadline for any questions regarding this RFP.
<u>September 2, 2016</u>	Responses must be submitted to NTBHA no later than 3 PM, CDT, <u>September 2, 2016</u> . (See Instructions for Proposal Submission, following)
<u>September 9, 2016</u>	NTBHA's review of bids and selection of vendor
<u>September 15, 2016</u>	Announcement of contract award

END OF EXHIBIT A

EXHIBIT B: SCOPE OF SERVICES BEING PROCURED

1.01 Services in General.

Contractor provides non-emergent transportation services by van to persons with mental health and/or behavioral health issues from one authorized service provider to another behavioral health treatment facility where the patient can receive treatment. Transportation services include screening the patient to ensure they are stable and ready for transport.

A client is *Stable for transport* when the minimum conditions have been met:

1. If the Consumer has been in detoxification, the Consumer is no longer in withdrawal.
2. The Consumer's vital signs are stable.
3. There is no indication of acute or fulminant disease including, but not limited to, unexplained fevers, unfixed fractures, or any condition requiring IV medication.
4. Any indications of delirium have had a medical work up and found to be stable.
5. Based upon reasonable medical judgment, the Consumer is not in imminent danger of an acute life-threatening episode such as, but not limited to, cardiac arrest, stroke, renal failure.
6. Necessary measures have been taken by originating *requester* to mitigate any assessed risk of imminent harm to self or others or risk of absconding.
7. All voluntary Consumer's have been notified of the destination they are being transported to prior to transportation services arrival and have agreed to said destination.
8. All involuntary Consumer's have been notified of the destination they are being transported to prior to transportation services arrival and evaluated for transport stability.
9. The Consumer has been appropriately restrained in accordance with originating *requester's* restraint policy and procedure (if applicable).
10. A Physician or Registered Nurse has documented Consumer is Stable for Transport.

A client is *Ready for Transport* if the following conditions have been met:

1. Medical stabilization efforts are complete and the consumer meets the conditions of Stable for Transport defined as above.
2. All necessary transactions and documents are complete that are required to be in compliance with federal, state and local law including, but not limited, memorandum of transfers, administrative approvals, orders of protective custody, Physician to Physician approvals and Registered Nurse to Registered Nurse approvals.

Requests for transportation services 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.

Transportation services shall be available to provide *mental health facilities* with Transportation Services on a twenty-four (24) hours per day, seven days per week basis. *Contractor* shall respond telephonically to all requests for services within 15 minutes and advise *Authorized Care Managers* of the anticipated time of pickup. With respect to Demand Response Requests, Contractor shall respond to the physical site of origin within 1½ hours of the time the Care Manager has established the Consumer is Ready for Transport. The Care Manager is responsible for establishing the scheduled pick-up time and location and can make arrangements for Fixed Schedule Request transport services as indicated.

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

- Ensure client is ready and stable for transport
- Provide any pertinent information to the receiving facility
- Ensure client is transported in a way that protects the dignity and safety of the individual;
- Ensure the client right not to be physically restrained except in accordance with Title 25, Texas Administrative Code (TAC), Chapter 415, Subchapter F is upheld; and

- The client is provided nutrition and hydration, use of a bathroom, and receives necessary medical care.

1.02 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.

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

A. General:

1. Contractor shall be responsible for assuring all personnel are appropriately trained and qualified to provide the services to patients requiring behavioral and/or mental health services.
2. Each driver under Contractor who is dispatched to a behavioral health facility shall possess a current valid Texas driver's license.
3. Contractor shall, through the conduct of appropriate due diligence (including criminal background checks), ensure that each driver and other employee that Contractor dispatches to a behavioral health facility meets all conditions and qualifications for a Bus/Shuttle Driver's Permit in the City of Dallas as set forth in Article III, Section 10-19(a) of the City of Dallas' ordinances and regulations.
4. Contractor shall maintain sole and direct responsibility for compensation of its employees or contractors providing including payment of wages, tax withholdings, workers' compensation, social security and other obligations imposed by federal, state and local law. It is understood that all employees provided by Contractor are employees of Contractor and compensated solely by Contractor for hours worked.

B. Drivers must:

1. Be at least 19 years of age;
2. Hold a valid driver's license issued by the State of Texas;
3. Undergo a criminal background check and not have been convicted, received a deferred or probated sentence related to any crime which includes any sexual offense, drug related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person;
4. Be able to ensure persons transported are protected from harm and injuries due to abuse, self-abuse, neglect, sexual incidents, serious injuries and other sources of immediate danger;
5. Must be able to provide emergency care or have an established plan to access emergency care;

6. Must be trained in effective communication skill with persons with mental illness;
 7. Must be able to recognize and plan for problematic behaviors in a therapeutic and safe manner;
 8. Must be familiar with the statues and standards related to transporting patients;
- C. Registered Nurses - if your agency is utilizing RN's during transport
Registered Nurse (RN)" An individual licensed by The Texas Board Of Nursing as a Registered Nurse

1.05 Compliance with State Requirements.

The Successful Contractor must abide by:
Texas Health and Safety Code, Sections:

- 574.045 and
- 574.0455, and

Texas Administrative Code (TAC), Title 25, Chapter 404, Subchapter E.

These standards apply to transportation of proposed patients to the designated facility as well as to the return of patients who are not admitted after initial assessment. Contractors are obligated to transport patient not admitted according to Section 573.026 of the Health and Safety Code.

Transportation Vehicle Must:

1. Have a current, valid Texas inspection sticker;
2. Be well maintained and in good mechanical condition;
3. Have the following equipment operational:
 - air conditioner;
 - heater; and
 - chemical-type fire extinguisher, of at least a one-quart capacity, located in the same compartment of the vehicle as the driver.

1.06 Compliance with NTHBA Protocols for:

The Successful Contractor will collaborate with NTHBA to create and establish protocols for Transportation 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.

1.07 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.

1.08 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.

1.09 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.

- 1.10 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.
- 1.11 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.
- 1.12 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

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

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:

Transportation 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.

<u>END OF EXHIBIT C</u>

EXHIBIT D:
PROPOSAL REQUIREMENTS FOR
TRANSPORTATION SERVICES

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, CST, on **September 2, 2016**, by a method described below. NTBHA reserves the right to reject delinquent bids.

For hand delivered bids:

Transportation PROJECT # 2016-08-09
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:

Transportation PROJECT # 2016-08-09
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 is the best qualified.
 3. **Detail Proposal.** Response to Proposal Guidelines as specified in this document.
 4. **References.** Submit as specified in Section A.16 of this document.
 5. **Respondent's Contact.** Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the Proposal.
13. **EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this Request for Proposal shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and NTBHA shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. NTBHA reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of NTBHA.
14. **MINORITY OWNED BUSINESSES:** Historically Underutilized Business and/or Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best practices of quality services and facilities will prevail. All interpretations of these specifications shall be made on the basis of this statement.
16. **REFERENCES:** NTBHA requests Respondent to supply, with this RFP, a list of at least three (3) references where similar services have been provided by their organization. Include name, contact name, address, telephone number and description of services provided for each reference.
17. **INSURANCE:** Successful contractor must provide proof of minimum insurance coverage prior to start of contract and annually thereafter of liability insurance (including general liability, and workers' compensation coverage) as follows:
- | | |
|----------------------------------|---|
| SCHEDULE: Professional Liability | \$1,000,000/\$3,000,000 |
| General Liability | \$1,000,000/3,000,000 |
| Worker's Compensation | In accordance with Texas Statutory Requirements |
18. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS:** A prospective Respondent must affirmatively demonstrate Respondent's responsibility. A prospective Respondent must meet the following minimum requirements:
1. have adequate financial resources, or the ability to obtain such resources as required;

2. be able to comply with the required or proposed performance schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics; and
5. be otherwise qualified and eligible to receive an award.

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

19. **LIMITATIONS:** Any Respondent currently held in abeyance from or barred from the award of a Federal or State contract may not contract with NTBHA.
20. **CONSIDERATION:** For an offer to be considered, the Respondent must meet NTBHA's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective contract, and submit the completed offer according to the time frames, procedures, and forms stipulated by NTBHA.
21. **CONTRACT:** In the event Respondent and NTBHA are satisfied with the proposal submission and its conditions in its entirety and no modification or negotiations are warranted, the submitted proposal shall serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of Respondent's anticipated agreement subject to refinement and negotiation can be obtained upon request to Christina Gonzales via email at: cgonzales@ntbha.org.
22. **TERMINATION OF CONTRACT:** NTBHA reserves the right to terminate any resulting contract with thirty (30) days written notice.
23. **CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government code Title 5, Subtitled C., Chapter 171.
24. **SUCCESSFUL RESPONDENT SHALL** defend, indemnify and save harmless NTBHA or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFP.
25. **NOTICE:** Any notice provided by this proposal (or required by Law) to be given to the successful Respondent by NTBHA shall be deemed to have been given and received on the next day after such written notice has been deposited in the mail in Richardson, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
26. **CONTRACT MONITOR:** Under this contract NTBHA shall appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between NTBHA and the successful Respondent.
27. **INVOICES** shall show all information as required and shall be mailed directly to **NTBHA** location and staff person as set out in the contract entered into by NTBHA and Contractor.
28. **PAYMENT** shall be made upon receipt of valid invoice and approval by NTBHA of all completed and authorized services as set out in the contract entered into by NTBHA and Contractor.
29. **ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of NTBHA.

30. ORDER OF PRECEDENCE: Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.

- A. Request for Proposal Instructions and Conditions
- B. Proposal Guidelines, if any
- C. Other documents, exhibits and attachments

31. SUBMISSION OF PROPOSAL: Submit sealed one (1) original, clearly marked, and **two** (2) copies of the proposal describing your organization and services in detail following the sequence as outlined, and requirements of the Solicitation of Offers and Request for Proposal Instructions and Conditions.

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: _____
E-mail _____ 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 Transportation Services 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 Transportation 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.

III. Services:

Provide a brief description of your materials and/or services for Transportation Services as defined in this proposal **(refer to pg. 6 EXHIBIT B, 1.01)**

- a. Describe how you currently provide Transportation 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. Policy and Procedures/Safety:

Provide the policies and procedures in place that meet the standards listed in **ATTACHMENT 2, pgs. 23-27.**

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 6-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 6 months.
- h. Lawsuits – Indicate any lawsuits or litigation involving 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 \$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.

VII. 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.

VIII. 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.

IX. 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.

X. Risk Profile

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

XI. Implementation Plan

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

XII. 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.

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

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

Print Name

Title

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

Date

END OF EXHIBIT D

EXHIBIT E: RESIDENT/NON-RESIDENT CERTIFICATION

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

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

Answer: _____ Resident Contractor _____ Non-resident Contractor

(1) Texas Resident Contractor - A Contractor whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Contractor - A Contractor who is not a Texas Resident Contractor.

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

Answer: _____ Yes _____ No Which state? _____

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

Answer: _____

END OF EXHIBIT E

EXHIBIT F: SUBMISSION OF PROPOSAL ASSURANCES

The undersigned does make the following assurances that:

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

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

Name of Respondent Firm or Individual: _____

Type of Legal Entity: _____

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

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

Printed Name: _____ **Title:** _____

END OF EXHIBIT F

ATTACHMENT 1



Notice of Intent to Bid
for
REQUEST FOR PROPOSAL (RFP) 2016-08-09
Transportation Services

INSTRUCTIONS: Please complete this form and return to Christina Gonzales, NTBHA Contract Coordinator via email to cgonzales@ntbha.org, or via mail to Transportation Services PROJECT # 2016-08-09 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 17, 2016 Acknowledgment of receipt of this notice and intention to reply is requested in writing by 3 PM, CDT, August 17, 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:

ATTACHMENT 2
Requirements for All Transports

Any consumer transported must be medically & behaviorally stable for transport which includes, but is not limited to:

Medical

Vital Signs have been checked within 2 hours of transport & are within normal limits; typically:

Blood Pressure \leq 160/100

Pulse \leq 120

Temperature \leq 101

Blood Sugar \leq 200

Respirations 16-20 per minute for a resting adult

Absence of consumer risk for life-threatening complications during the transportation event if left untreated:

Supervised detoxification intervention

Administration of any medications critical to maintaining medical stability (ie...insulin, seizure medication etc...).

Consumers with a high transmission risk of any disease or condition (i.e. TB, MRSA, scabies, etc.) require administrative review by Contractor's COO/R.N. or designated Registered Nurse who shall consult with the referring facility to ensure the consumer has been properly treated before medically stable for transport

Behavioral

Voluntary consumers:

Have been informed and consented to the destination prior to request for transportation services

Are able and willing to sign themselves into the receiving facility

Involuntary consumers without restraint:

Indications of anxiety or defensiveness are responsive to evidence-based de-escalation techniques or medication intervention

Do not evidence significant loss of executive function with concurrent risk of assaultive or flight behavior (see "Acting Out" below)

Involuntary consumers with restraint:

Do not require more than a transport jacket to mitigate risk of assault or flight (i.e. leg restraints)

Consumers must have the willingness & ability to ambulate and/or transfer on their own will;

The referring facility must inform the consumer of the proposed disposition prior to the arrival of the transportation team;

The referring facility must inform the consumer of any involuntary proceedings prior to the arrival of the transportation team;

Completion of all required transfer documentation & administrative approval is the responsibility of the referring facility and must be completed before the transport team arrival (i.e. MOT, OPC etc.);

Special Considerations

Involuntary Consumers:

- Contractor cannot transport any involuntary consumer unless all legal documents are fully executed (i.e. signed by the judge/magistrate and dated);
- Contractor cannot transport any consumer on an APOWW;
- Contractor must be notified prior to arrival if the consumer weighs \geq 250 lbs.;
- An involuntary female consumer must be accompanied by at least one (1) female staff;
- If an involuntary adult/minor refuses to cooperate with the transport, Contractor staff will need the opportunity to verbally intervene to assess if the adult/minor consumer can be engaged in safe transport;
- If the involuntary adult/minor is not cooperative with the transport, the physician at the referring facility may assess the need for a restraint for a safe transport (see "Restraints" below);

Non-emancipated minors ≤ age 17:

- Consumer must knowingly agree to be transported to the proposed Facility of Destination;
- If the consumer is a minor (< 18yo) the Legally Authorized Representative (LAR) must sign the Consent Form to transport the minor to the Facility of Destination. However, if the LAR is not present to sign the Consent to Transport Form, consent to transport may be obtained verbally with Contractor's Dispatcher and a witness' signature;
- The LAR must be present at the Facility of Destination before Contractor arrives with the minor;
- Contractor relies on the referring facilities information to determine the LAR of the minor;
- Contractor will not transport a voluntary minor without the LAR's consent;
- If the minor is in the custody of CPS, CPS must sign the Consent to Transport a Minor Form before the minor can be transported and be at the Facility of Destination when Contractor arrives with the minor;
- Contractor will allow the LAR to accompany the minor during the transport if the LAR is not an irritant to the minor;
- If the LAR accompanies the minor during transport, the LAR must find their own transportation home;
- A voluntary minor female consumer must be accompanied by a female staff person;
- All minors shall be transported by at minimum two (2) staff persons;
- A voluntary minor must consent to the transport;
- If the voluntary minor, deemed so by the Facility of Origin refuses to be transported voluntarily, Contractor staff shall attempt to verbally intervene to assess if the minor will consent to the transport;
- Contractor staff shall call Dispatch if the minor continues to refuse the transport;
- Dispatch contacts the designated staff at the referring facility to inform them that the minor is refusing to transport to the designated facility;
- Contractor cannot force a voluntary minor to go to the designated facility;
- Involuntary status may be required before the minor will be transported.

RESTRAINT

- The consumer may not be physically restrained unless necessary to protect the health and safety of the consumer or of a person traveling with the consumer;
- Criteria for restraint of a consumer for transport include:
 - Harm to self; or
 - Harm to others; or
 - Elopement risk.
- Restraint should only be used as an intervention of last resort after less restrictive measures have been found to be ineffective or are judged unlikely to protect the consumer or others from harm;
- A consumer must be medically stable to sustain restraint for ≥ 1 hour & ≤ 4 hours;
- A female staff member must accompany a female consumer;
- If the treating physician or the person transporting a consumer determines that physical restraint of the consumer is necessary, that person shall document the reasons for that determination and the duration for which the restraints are needed;
- The Order for Restraint must specify which kind of restraint is to be utilized (i.e. transport jacket, and/or ankle restraints);
- The Order for Restraint must specify the date, time of day, and maximum length of time the restraint may be used;
- It is the referring facility's responsibility to ensure no pre-existing medical conditions or any physical disabilities and limitations, including substance use disorders, history of sexual or physical abuse would place the consumer at greater risk during restraint;
- A consumer may not be put in a restraint that:

- May obstruct the consumer's airway, including a procedure that places anything in, on, or over the consumer's mouth or nose;
- Impairs the consumer's breathing by putting pressure on the torso; or
- Interferes with the consumer's ability to communicate.
- A prone or supine hold shall not be used except to transition a consumer into another position and shall not exceed one minute of duration

Restraint shall not be used:

- As punishment, discipline, retaliation or coercion; or
- For the purpose of convenience of staff or other individuals
- Patient rights shall be preserved at all times during the use of restraints;
- During the transport, if the restraint exceeds the maximum allowable duration on the original order, and a behavioral health emergency continues to exist, the registered nurse must obtain a physician's telephone order from the originating facility to renew the restraint, as soon as possible;
- A copy of this telephone order must be faxed to Contractor's office, as soon as possible;
- Staff at the referring facility are responsible for filing the documentation in the consumer's medical record;
- A consumer in restraint shall be given the opportunity for food, water and use of a bathroom every two hours;
- No PRN restraint orders shall be accepted;
- Orders for restraint automatically expire when the consumer is released for any reason;
- A consumer must be released from a restraint in the case of a medical emergency;
- If an order for restraint has been written by the referring facility and the time limits of that order have not expired (in compliance with the Texas Administrative Code Rule 415.263), it is determined by the referring facility that a restraint is no longer necessary, Contractor's Registered Nurse must obtain a copy of the original restraint order and a copy of the order to dc the original restraint order;
- Restraint initiated during transportation, following departure from the facility of origin must have a Registered Nurse who obtains a physician's order from the facility of origin for the restraint as soon as feasible but not later than the timeframes prescribed in the Texas Administrative Code Rule 415.266.
- If a Registered Nurse is not present during the transportation, the staff member initiating restraint must contact a Registered Nurse at the facility of origin, or have Contractor's Registered Nurse obtain a physician's order from the facility of origin as soon as possible but not later than the timeframes prescribed in the Texas Administrative Code Rule 415.266. The staff member initiating restraint must have received training and be certified in Non-Violent Physical Crisis Intervention (CPI)/ SAMA.
- If a consumer is restrained during transportation, the staff member accompanying the consumer shall ensure that required monitoring occurs and that it is documented. This staff member must ensure either Contractor's Dispatch and/or Registered Nurse is notified to ensure the physician's order is obtained from the facility of origin.
- Staff at the facility of origin is responsible for faxing the required documentation to the destination facility on the day of the transport in compliance with Texas Administrative Code 415.266 (c) (4).
- Staff at the facility of destination are responsible for filing the documentation in the consumer's medical record at the destination facility in compliance with Texas Administrative Code 415.266 (c) (4);
- In the event of a fire emergency, a consumer must be immediately evacuated from the vehicle and released from the restraint;

- All consumers transported in restraints shall have reasonable access to food, water, and bathroom facilities. Contractor staff must offer bathroom facilities and water before leaving the referring facility. Staff must document where and what time the consumer used the facilities and drank water or when they refused. The consumer must be offered bathroom facilities and water every 2 hours.
- A Registered Nurse must verify and document the consumer's most recent vital signs, which are taken by the referring facility, before the consumer is put into a restraint. The Registered Nurse must document the date, time, blood pressure, respirations, pulse, and temperature. The Registered Nurse must document where, when and who took the vital signs. The vital signs must be WNL for that particular consumer's baseline as assessed by Contractor's Registered Nurse. Contractor's Registered Nurse will make this determination after receiving clinical report from the facility of origin. If the vital signs are determined not to be WNL, Contractor's Registered Nurse shall notify Contractor's COO, R.N., that the consumer is not safe to transport due to unstable vital signs. The final determination to transport shall be given by Contractor's COO, R.N.;
- A consumer in restraint shall be monitored by a Registered Nurse at least every 15 minutes to assess the consumer's circulation, respiration, and skin integrity and document this information on Contractor's Restraint Form;
- All orders for restraint written by a physician at a facility of origin have time limitations. This time shall not exceed 4 hours for consumers age 18 and older, 2 hours for a consumer ages 9-17 and 1 hour for ages 9 and under.
- If the duration of transport exceeds the maximum allowable duration of restraint on the original order, and a behavioral emergency continues to exist, Contractor's Registered Nurse must obtain a physician's telephone order to renew the restraint or obtain a new order for restraint and renewal (in compliance with the Texas Administrative Code Rule 415.266), as soon as possible but not later than the timeframes described above.
- Contractor shall obtain a copy of the Order for Restraint from the referring facility;
- The referring facility shall apply the restraint;
- Contractor staff may assist the referring facility staff with application of the restraint under certain conditions. These conditions include:
 - The referring facility staff are not familiar or accustomed to applying a restraint; and
 - The referring facility has a security/police officer, a facility tech, and the facilities Registered Nurse present while the restraint is applied.

Safe Transport Policy

- Contractor reserves the right to determine if a consumer is safe for transport;
- Contractor staff will utilize the Crisis Prevention Intervention (CPI) model as the foundation for assessing transport risk utilizing 2 primary frameworks that guide staging the degree and form of crisis development the consumer is experiencing and adjust their response accordingly;
- These behavior levels defined according to the CPI model as follows:
 - Anxiety-Noticeable increase or change in behavior. Behaviors are but not limited to finger tapping, laughing, pacing.
 - Defensive-Beginning stage of loss of rationality
 - Acting-Out Consumer-total loss of control resulting in physical acting-out
 - Tension Reduction-Decrease in physical and emotional energy
- The verbal escalation continuum is defined according to the CPI model as follows:
 - Questioning- Begins as information seeking and can escalate to challenging
 - Refusal- Non-compliance, slight loss of rationalization
 - Release-Acting out (Verbal and/or physical), emotional outburst, high energy
 - Intimidation-Consumer is verbally and/or nonverbally threatening
 - Tension Reduction-Drop in energy following crisis state
- If Contractor's staff efforts at verbal intervention has been exhausted without good results; the referring facility has utilized non-physical interventions, ordered medication and/or provided an order for restraint and the consumer continues to be unsafe for transport:

- Notify Contractor's Dispatcher and/or Contractor's COO/R.N., or Contractor's Administrator of their determination.
- Contractor's Dispatch and/or Contractor's Administrator shall contact the designated staff at the referring facility to review Contractor's rationale & determination of unsafe transport;
- The referring facility is responsible to provide care of the consumer until the consumer is safe for transport;
- Contractor shall not transport a consumer that is not safe for transport;
- Contractor will make every effort to work with referring facilities in creating alternatives to facilitate a safe transport, including:
 - Returning at a later point in time when greater stability has been achieved
 - Recommending alternate transportation provider(s)