



REQUEST FOR PROPOSAL

After Hours Crisis Clinic Services

PROJECT# 2016-08-12

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 After Hours Crisis Clinic Services to eligible residents of Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties.

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

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

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

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

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

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

(PROJECT # 2016-08-12)

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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 After Hours Crisis Clinic services. After hours crisis services are office-based crisis services providing immediate screening and assessment and brief, intensive interventions focused on resolving a crisis and preventing admission to a more intensive level of 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 the maintenance of After Hours Crisis Clinic services to be provided by qualified providers on a *schedule that allows for clients to be seen after 5:00pm and on weekends, when a regular clinic is not available*. Services will be procured for a contracted period of eight (8) months beginning **January 1, 2017**, and ending **August 31, 2017**, with **one (1) additional** one-year contract renewal at the sole option of NTBHA once the term has ended NTBHA reserves the right to extend the contract to a four year renewal.

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

All questions regarding the RFP #2016-08-12 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 AFTER HOURS CRISIS CENTER"
- EXHIBIT "E", entitled "RESIDENT/NON-RESIDENT CERTIFICATION"
- EXHIBIT "F", entitled "SUBMISSION OF PROPOSAL ASSURANCES"
- ATTACHMENT "1" entitled "DHSB CRISIS SERVICE STANDARDS"

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 26, 2016</u>	Deadline for any questions regarding this RFP.
<u>September 2, 2016</u>	Responses must be submitted to NTBHA no later than 5 PM, CDT, <u>September 2, 2016</u> . (See Instructions for Proposal Submission, following)
<u>September 9, 2016</u>	Completion of 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.

Walk-in crisis services are office-based crisis services providing immediate screening and assessment and brief, intensive interventions focused on resolving a crisis and preventing admission to a more intensive level of care.

Walk-in crisis services are immediately accessible services for adults, children, and youth that serve two purposes: ready access to psychiatric assessment and treatment for new individuals with urgent needs, and access to same-day psychiatric assessment and treatment for existing individuals within the system with urgent needs. For persons whose crisis screening and/or assessment indicate that they are an extreme risk of harm to themselves or others in their immediate environment, rapid transfer to a higher level of care is facilitated. If extreme risk of harm is ruled out, brief crisis intervention services are provided on-site. Walk-in crisis services are designed to be intensive and time-limited, and are provided until the crisis is resolved or the person is referred to another level of care. After the initial crisis assessment and intervention, continuing services may be provided in the office or in vivo for up to 90 days until the individual is stabilized and/or transitioned to appropriate behavioral health services. Walk-in crisis services are offered in the local service area based on availability of NTBHA funding.

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

- Prompt screening and assessment
- Stabilization in the least restrictive environment
- Crisis resolution
- Linkage to appropriate services

1.02 Target Population

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

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

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

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

1.03 PROVIDER ELIGIBILITY REQUIREMENTS

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

- a. Licensing and Accreditation, providers will show proof of credentialing and licensing as required by state law
- b. Providers are registered as an organization with the Secretary of State to do business in Texas;
- c. Professionals to provide services hold current and valid Texas licenses and/or certifications;
- d. Providers and staff to perform services meet minimum and mandatory credentialing requirements for the services to be provided;

- e. Providers are able to provide, directly or through interpretation, services in the language of the person receiving services and to hearing impaired patients;
- f. 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;
- g. Providers have the ability to provide services in compliance with DSHS contract requirements; and
- h. In any situation where a consortium of providers is applying, a single entity responsible for services must be identified and the financial agent must be an organization with a demonstrated ability to manage funds.

1.04 Compliance with State Requirements.

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

1.05 Compliance with NTHBA Protocols:

The Successful Contractor will collaborate with NTHBA to create and establish protocols for After Hours Crisis Clinic 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.

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

1.07 AIDS/HIV Workplace Guidelines. The Successful Contractor shall have adopted and implemented policies which capture the spirit and intent of the workplace guidelines adopted by the State, and AIDS/HIV confidentiality guidelines, consistent with state and federal law.

1.08 Receipts and Records. The Successful Contractor shall agree to provide NTBHA, upon request, with original receipts (if any) for the purchases of all goods and services involving the use of NTBHA funds as well as all other financial and supporting documents and statistical records. The Successful Contractor shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to NTBHA, for a period of six (6) years from the expiration or termination of an awarded contract.

1.09 Access. Pursuant to the Texas Health and Safety Code Section 534.060, the Successful Contractor agrees to allow the State, including the Office of the State Auditor, NTBHA's representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other information under control of the Successful Contractor, as necessary, to enable the State or NTBHA to audit, monitor, and review all financial or programmatic activities in services associated with an awarded contract.

1.10 Retention of Records. The Successful Contractor agrees to retain all records pertinent to an awarded contract for a period of six (6) years from the expiration or termination of the contract.

1.11 Protected Health Information. During the term of an awarded contract, the Successful Contractor may receive from NTBHA, or may receive or create on behalf of NTBHA, certain confidential health or medical information ("Protected Health Information" or "PHI"). This PHI is subject to

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

END OF EXHIBIT B

EXHIBIT C: EVALUATION AND SELECTION CRITERIA PROCESS

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

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

The evaluation process is as follows:

1. All proposals received by the established deadline will be evaluated and ranked by NTBHA's RFP Evaluation Committee according to the factors above.
2. Respondents meeting the requirements and criteria may be invited to interview with NTBHA to further clarify the evaluations of proposals, if deemed necessary by the committee.
3. Additional information, such as copies of the Respondent's Organizational Policies, Procedures and Quality Assurance documents, may be requested during contract negotiations.
4. Visits may be conducted to potential service contractors.

5. Based on resulting ranking of the proposals one or more Respondents may be asked to participate in negotiation with NTBHA.
6. APPEALS and/or PROTEST. Any Respondent's wishing to protest or appeal the selection process must do so within 7 days of the proposal award. Protest or appeals must clearly state with specificity the grounds upon which the award selection is being challenged. Send via certified mail to:

After Hours Crisis Clinic PROJECT # 2016-08-12
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
AFTER HOURS CRISIS CLINIC SERVICES APPLICATIONS

Applicant may submit the application in hard copy or electronically. If submitted in hard copy, one document must be labeled ‘original’, and must be accompanied by one (1) additional copy by mail or in person to the address below no later than **5:00 p.m., Central Daylight Time, September 2, 2016** to:

For hand delivered bids:

After Hours Crisis Clinic Services PROJECT # 2016-08-12
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:

After Hours Crisis Clinic Services PROJECT # 2016-08-12
North Texas Behavioral Health Authority
ATTN: Christina Gonzales
1201 Richardson Dr, Ste 270
Richardson, TX 75080
Contact Number: 214.366.9407

Hard copy applications must be received sealed and marked “RFP# 2016-08-12”. If submitted electronically, applications must be submitted in PDF format and attached in an e-mail that identifies it as the ‘original’ application. RFP number must be on the “Subject Line” of the email. Applications must be submitted no later than **5:00 p.m., Central Daylight Time, September 2, 2016** to: cgonzales@ntbha.org.

INSTRUCTIONS FOR COMPLETION

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

INSTRUCTIONS AND CONDITIONS

- 1. LATE PROPOSALS:** Proposals received at the specified location after submission deadline shall be returned unopened and shall be considered void and unacceptable. The official time shall be determined by the time/date stamp when received by the front desk receptionist at the North Texas Behavioral Health Authority, 1201 Richardson Dr, Ste 270, Richardson, TX 75080, North Texas Behavioral Health Authority is not responsible for lateness of mail, carrier, etc.

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

However, all proposals shall be open for public inspection after the contract is awarded and written notification is sent to both successful and unsuccessful Respondents, except for trade secrets and confidential information contained in the proposal and identified by the Respondents as such. Such information may still be subject to disclosure under the Public Information Act based on the Texas Attorney General opinions and on steps taken by the Respondent to protect the information outside the scope of the RFP process.

10. **SALES TAX:** NTBHA is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal shall not include taxes.
11. **PROPOSALS MUST COMPLY** with all federal, state, county and local laws. All services must be in compliance with federal, state, county and local rules, codes, regulations, laws, and executive orders.
12. **RESPONDENTS SHALL PROVIDE** with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal. There is no expressed or implied obligation for NTBHA to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposal and NTBHA will not reimburse responding firms for these expenses, nor will NTBHA pay any subsequent costs

associated with the provision of any additional information or presentation, or to procure a contract for these services.

Title Page. Title page should include the RFP # and subject. The Respondent's name, the name, address, and telephone number of a contact person; and the date of the proposal transmitted.

Submission Letter. A letter of understanding by the person or officer of the Respondent entity that is authorized to enter into a contractual agreement on behalf of Respondent indicating acceptance and commitment to the work to be done as well as a succinct statement as to why the Respondent believes itself to be the best qualified.

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

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

Respondent's Contact. Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the Proposal.

13. **EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this Request for Proposal shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and NTBHA shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. NTBHA reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of NTBHA.
14. **MINORITY OWNED BUSINESSES:** Historically Underutilized Business and/or Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best practices of quality services and facilities will prevail. All interpretations of these specifications shall be made on the basis of this statement.
16. **REFERENCES:** NTBHA requests Respondent to supply, with this RFP, a list of at least three (3) references where similar services have been provided by their organization. Include name, contact name, address, telephone number and description of services provided for each reference.
17. **INSURANCE:** Successful contractor must provide proof of minimum insurance coverage prior to start of contract and annually thereafter of liability insurance (including general liability, and workers' compensation coverage) as follows:

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

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

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

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

19. **LIMITATIONS:** Any Respondent currently held in abeyance from or barred from the award of a Federal or State contract may not contract with NTBHA.
20. **CONSIDERATION:** For an offer to be considered, the Respondent must meet NTBHA's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective contract, and submit the completed offer according to the time frames, procedures, and forms stipulated by NTBHA.
21. **CONTRACT:** In the event Respondent and NTBHA are satisfied with the proposal submission and its conditions in its entirety and no modification or negotiations are warranted, the submitted proposal shall serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of Respondent's anticipated agreement subject to refinement and negotiation can be obtained upon request to Christina Gonzales via email at: cgonzales@ntbha.org.
22. **TERMINATION OF CONTRACT:** NTBHA reserves the right to terminate any resulting contract with thirty (30) days written notice.
23. **CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government code Title 5, Subtitled C., Chapter 171.
24. **SUCCESSFUL RESPONDENT SHALL** defend, indemnify and save harmless NTBHA or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFP.
25. **NOTICE:** Any notice provided by this proposal (or required by Law) to be given to the successful Respondent by NTBHA shall be deemed to have been given and received on the next day after such written notice has been deposited in the mail in Richardson, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
26. **CONTRACT MONITOR:** Under this contract NTBHA shall appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between NTBHA and the successful Respondent.
27. **INVOICES** shall show all information as required and shall be mailed directly to **NTBHA** location and staff person as set out in the contract entered into by NTBHA and Contractor.
28. **PAYMENT** shall be made upon receipt of valid invoice and approval by NTBHA of all completed and authorized services as set out in the contract entered into by NTBHA and Contractor.

29. **ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of NTBHA.
30. **ORDER OF PRECEDENCE:** Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.
- A. Request for Proposal Instructions and Conditions
 - B. Proposal Guidelines, if any
 - C. Other documents, exhibits and attachments

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

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

APPLICATION OUTLINE

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

Questions fall under the following sections:

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

I. Business Demographics

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

Contact Person _____
Title: _____
EMAIL: _____ Phone # _____

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

Billing Manager _____
Phone # _____ Fax # _____

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

Other Owners/Partners:

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

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

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

Years in Operation _____
Hours of Operation _____

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

II. Staffing Plans

- a. Provide a staffing profile for After Hours Crisis Clinic Services as defined in this proposal **refer to Attachment 1, Section D. 3 Staffing** request to include number of staff, and verification of their credentials.
- b. Provide an After Hours Crisis Clinic Services staffing plan for **continuous 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 After Hours Crisis Clinic Services as defined in this proposal (*refer to Attachment 1, Section D.4 Screening and Assessment and Section 5. Intervention, Coordination and Continuity of Care.*)

- a. Describe how you currently provide After Hours Crisis Clinic 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. (List position and credentials)
- e. Describe what value added services you may provide, through methods such as enhanced staffing, expanding service array, additional service capacity, etc.
- f. Describe the activities you will provide to ensure coordination of services as well as continuity.
- g. Describe how you will meet the cultural and linguistic needs of the consumers in NTBHA's local service area Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties, Texas.

IV. Facility

Provide a brief description of your facility for After Hours Crisis Clinic Services as defined in this proposal (*refer to Attachment 1, Section D. 2 Physical Plant*).

- a. Describe the physical type of facility you plan to operate and its location.
- b. Explain how you will make this facility welcoming to individuals experiencing a mental health crisis?

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 clinical Services to Mental health patients to which you have been a party during the past three years. Provide details on any judgments.

VII. Certificate of Insurance

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

- a. Comprehensive General Liability, Professional Liability and Employee Misconduct insurance \$1,000,000/\$3,000,000
- b. Sufficient coverage to meet the requirement of State law for Workers' Compensation on its employees providing services under this Contract.

VIII. 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 the After Hours Crisis Clinic Services program within the contracted timeframe.

XII. Client References

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

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

XIII. Rights Reserved

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

No contract shall be deemed to exist between NTBHA and any Contractor until NTBHA and that Contractor have executed a mutually acceptable, comprehensive and binding contract. A

countersigned copy of this bid or any other preliminary written agreements shall not suffice to bind NTBHA to any legal obligation of any kind whatsoever with regard to the work considered hereby.

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

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

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

Print Name

Title

Signature of Owner
(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 F

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

DHSH Crisis Service Standards

III. Walk-In Crisis Services

A. Definition

Walk-in crisis services are office-based crisis services providing immediate screening and assessment and brief, intensive interventions focused on resolving a crisis and preventing admission to a more intensive level of care.

B. Goals

- Prompt screening and assessment
- Stabilization in the least restrictive environment
- Crisis resolution
- Linkage to appropriate services

C. Description

Walk-in crisis services are immediately accessible services for adults, children, and youth that serve two purposes: ready access to psychiatric assessment and treatment for new individuals with urgent needs, and access to same-day psychiatric assessment and treatment for existing individuals within the system with urgent needs. For persons whose crisis screening and/or assessment indicate that they are an extreme risk of harm to themselves or others in their immediate environment, rapid transfer to a higher level of care is facilitated. If extreme risk of harm is ruled out, brief crisis intervention services are provided on-site. Walk-in crisis services are designed to be intensive and time-limited, and are provided until the crisis is resolved or the person is referred to another level of care. After the initial crisis assessment and intervention, continuing services may be provided in the office or in vivo for up to 90 days until the individual is stabilized and/or transitioned to appropriate behavioral health services. Walk-in crisis services are offered in the local service area based on availability of NTBHA funding.

D. Standards

1. Availability

- a. Contractor shall provide immediate access to qualified staff to provide crisis screening, assessment and intervention services during hours of operation.
- b. Children's walk-in crisis service hours shall be flexible to meet family needs.

2. Physical plant

- a. The location of the walk-in crisis services shall be clearly marked from the street, and Contractor shall include the clinic location in NTBHA service literature, community media and telephone directories.
- b. Contractor's offices must meet all Americans with Disabilities Act Accessibility Guidelines/Texas Accessibility Standards (ADAAG/TAS).
- c. Contractor's offices shall have at least one designated area where persons in extreme crisis can be safely maintained until transported to another level of care (e.g., hospital or crisis stabilization unit).
- d. Contractor's office spaces shall afford privacy for protection of confidentiality.

3. Staffing

- a. A psychiatrist shall serve as the medical director for all crisis services and approve all written procedures and protocols.
- b. Duties and responsibilities for all staff involved in assessment or treatment shall be defined in writing, appropriate to staff training and experience, and in conformance with

the staff member's scope of practice (if applicable) and state standards for privileging and credentialing.

- c. All crisis service staff members shall receive crisis training that includes but is not limited to:
 - 1) Signs, symptoms, and crisis response related to substance use and abuse;
 - 2) Signs, symptoms, and crisis response to trauma, abuse and neglect; and
 - 3) Assessment and intervention for children and youth.
- d. All crisis services staff members must be trained physicians (preferably psychiatrists), psychiatric APNs, PAs, RNs, LPHAs, QMHP-CSs or trained and competent paraprofessionals.
- e. All staff providing crisis screening, assessment, and intervention must be physicians (preferably psychiatrists), psychiatric APNs, PAs, RNs, LPHAs, or QMHP-CSs
- f. As clinically indicated, a physician (preferably a psychiatrist), or a psychiatric APN or PA shall be available for telephone consultation or face-to-face assessment/telemedicine assessment.
- g. When the level of risk to staff or the individual exceeds the capability of on-site staff, a written protocol shall be implemented to access emergency NTBHA resources.
- h. When emergency medical services are not available on site, trained staff who are prepared to provide first-responder health care (Basic Life Support, First Aid, et cetera) shall be on-site at all times during business hours.

4. Screening and Assessment

- a. Individuals shall receive a face-to-face crisis triage or screening by a QMHP-CS within 15 minutes of presentation.
- b. After the person presents on the physical premises for a crisis screening, the individual shall wait in a location with rapid access to staff. If acuity worsens, trained and competent paraprofessionals may be utilized to provide observation.
- c. Crisis screening shall be performed using the crisis elements of the Adult-TRAG, CA-TRAG or other DSHS-approved screening tool.
- d. Crisis screening shall be documented, and the screening shall evaluate risk of harm to self or others, contributive medical issues and the need for immediate full crisis assessment, emergency intervention, and evaluates the need for immediate medical screening assessment by a physician (preferably a psychiatrist), psychiatric APN, PA or RN.
- e. A written procedure for performing the crisis screening shall be developed and implemented. The procedure shall address the criteria for requesting an immediate crisis assessment, medical screening/assessment, and psychiatric evaluation.
- f. An assessment shall be completed by an LPHA or RN within one hour of referral from the screening process.
- g. A written process and procedure shall be developed and implemented that ensures that those who require a more immediate assessment can begin the full crisis assessment by an LPHA, or RN within 15 minutes of initial presentation to walk-in crisis services.
- h. A physician (preferably a psychiatrist), or a psychiatric APN or PA shall be available to examine and complete a psychiatric assessment for an individual in emergent crisis between three and eight hours from presentation to the services.
- i. The full crisis assessment process shall include:
 - 1) Clinical interviews conducted by a physician (preferably a psychiatrist), psychiatric APN, PA, RN LPHA or a QMHP-CS with training in behavioral health crisis care;
 - 2) Review of available records of past treatment (as available and in keeping with laws governing confidentiality);
 - 3) History from collateral sources, including input and/or corroboration of events from family members whenever possible. Every effort should be made to engage family support around the individual in crisis while maintaining confidentiality.
 - 4) Contact with current health providers whenever possible;
 - 5) If available, a history of previous treatment and the response to that treatment that includes a record of past psychiatric medications, dose, response, side effects and

- adherence, and an up-to-date record of all medications currently prescribed, and the name of the prescribing professional;
- 6) A detailed assessment of substance use and abuse that includes the quantity and frequency of all substances used;
 - 7) Identification of social, environmental, and cultural factors that may be contributing to the emergency;
 - 8) An assessment of the individual's ability and willingness to cooperate with treatment;
 - 9) A general medical history that addresses conditions that may affect the individual's current condition (including a review of symptoms focused on conditions that may present with psychiatric symptoms or that may cause cognitive impairment, e.g., a history of trauma); and
 - 10) In emergent care, an assessment addresses medical conditions that may cause similar psychiatric symptoms or complicate the individual's condition. Contractor shall provide access to phlebotomy services, with same day lab results. Services shall include, but are not limited to, the following laboratory tests or evaluations:
 - a) A complete blood count with differential;
 - b) A comprehensive metabolic panel;
 - c) A thyroid screening panel;
 - d) A toxicology evaluation;
 - e) A pregnancy test;
 - f) A screening test for tertiary syphilis;
 - g) Psychiatric medication levels; and
 - h) Other tests or evaluations, as appropriate, based on the patterns of illness in the individuals served.
 - 11) Every individual shall be evaluated for possible trauma, abuse, or neglect, and identified cases of potential abuse or neglect are appropriately reported.

5. Intervention, Coordination and Continuity of Care

- a. A written protocol shall be developed and implemented that specifies the most effective and least restrictive approaches to common behavioral health emergencies seen in the walk-in crisis services and is approved by the medical director. The protocol shall be reviewed and updated as needed.
- b. If screening or assessment indicates the need for transportation to a more restrictive environment to ensure safety or further treatment, a protocol and procedure shall be used for providing immediate crisis intervention and safely transporting the individual to an appropriate facility. The individual shall be monitored continuously until transferred.
- c. An individual crisis treatment plan shall be developed and implemented for each individual that provides the most effective and least restrictive available treatment. The plan shall be based on the provisional psychiatric diagnosis and incorporates, to the extent possible, individual and family preferences. The crisis plan shall address intervention, outcomes, plans for follow-up and aftercare, and referrals.
- d. Whenever necessary, the crisis treatment plan shall be adjusted to incorporate the individual's response to previous treatment.
- e. Individuals and families shall receive appropriate educational information that is relevant to their condition, including information about the most effective treatment for the individual's behavioral health disorder.
- f. The medical director shall define appropriate reassessment intervals for emergent, urgent, and routine care.
- g. Walk-in crisis services for children and youths must be provided by a QMHP-CS with additional experience, training, and competency in children and family crisis and treatment issues.
- h. Children's counseling must be provided by LPHAs with additional experience, training, and competency in child/youth treatment issues and working with children and families in crisis.

- i. Services provided shall link families with intensive evidence-based treatments aimed at reducing further the risk of out of home placement.
- j. Coordination of crisis services shall be provided for every individual. Coordination of crisis services consists of linking the individual with all available services necessary to stabilize the behavioral health crisis and ensure transition to routine care, providing necessary assistance in accessing those services, conducting follow-up and relapse prevention services to determine the individual's status and need for further service. This includes contacting and coordinating with the individual's existing service providers in a timely manner and in conformance with applicable confidentiality requirements.
- k. Upon resolution of the crisis, eligible individuals shall be transitioned to a non-crisis LOC if determined to be medically necessary, or receive crisis follow-up and relapse prevention either by the MCOT or from another community service provider throughout a 90-day period (LOC 5) until he/she is stabilized and/or transitioned to appropriate behavioral health services.