

**North Texas Behavioral Health Authority
As the Local Behavioral Health Authority**

Request for Proposal

Inpatient Psychiatric Hospital Services RFP# PPB_2018-001

July 19th, 2017

North Texas Behavioral Health Authority (Local Authority) is the Texas Health and Human Services Commission (HHSC) 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 six counties.”)

The Local Authority’s Mission is:

North Texas Behavioral Health Authority seeks to create a well-managed, integrated and high quality delivery system of behavioral health services available to qualified consumers in Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties.

As required by agreement with the Texas Health and Human Services Commission, NTBHA must provide, directly or by contract, the services of highly qualified and competent personnel to handle around-the-clock inpatient psychiatric care when necessary for persons who are escalating to a psychiatric crisis or are experiencing a psychiatric crisis, such as imminent suicidal or homicidal ideations. This level of care provides intensive behavioral stabilization in a licensed, secure, psychiatrically supervised facility.

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 inpatient psychiatric care 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 twelve (12) months beginning September 1, 2017, and ending August 31, 2018, with option of two (2) additional one-year contract renewals at the sole discretion of NTBHA.

Copies of the RFP Document may be obtained via internet at <http://nthba.org>, or picked up at:

9441 Lyndon B. Johnson Freeway, Suite 350, Dallas, Texas, 75243

All questions regarding the RFP #PPB_2018-001 should be directed to Heath Frederick via e-mail at hfrederick@ntbha.org.

PROPOSAL DOCUMENTS:

- EXHIBIT A: “PROCUREMENT TIMELINE”
- EXHIBIT B: “SERVICE REQUIREMENTS”
- EXHIBIT C: “EVALUATION AND SELECTION CRITERIA AND PROCESS”
- EXHIBIT D: “PROPSAL REQUIREMENTS FOR INPATIENT PSYCH HOSITAL”
- EXHIBIT E: “RESIDENT/NON-RESIDENT CERTIFICATION”
- EXHIBIT F: “ASSURANCES”
- ATTACHMENT 1: “STANDARDS”
- ATTACHMENT 2: “HHS DATA REPORTING ELEMENTS & SCHEDULE”

EXHIBIT A: PROCUREMENT TIMELINE

DATE

EVENT

July 19, 2017

The Request for Proposal (RFP) announcement is issued to identified agencies.

July 26, 2017

Deadline to submit questions regarding this RFP.

August 2, 2017

Responses must be submitted to NTBHA no later than 12:01 PM, CDT, in accordance with instructions listed below.

NTBHA's review of bids and selection of vendor.

August 16, 2017

Announcement of award, Contract negotiations

END OF EXHIBIT A

EXHIBIT B: SERVICE REQUIREMENTS

1.01 DEFINITIONS

Inpatient Psychiatric Intensive Care: Hospital services staffed with medical and nursing professionals who provide 24-hour professional monitoring, supervision, and assistance in an environment designed to provide safety and security during acute behavioral health crisis. Staff provides intensive interventions designed to relieve acute symptomology and restore the individual's ability to function in a less restrictive setting.

As required by NTBHA'S contract with HHSC, hospital services shall be staffed with medical and nursing professionals who provide 24-hour professional monitoring, supervision, and assistance in an environment designed to provide safety and security during acute psychiatric crisis. Staff provides intensive interventions designed to relieve acute psychiatric symptomology and restore patient's ability to function in a less restrictive setting. The services to be provided shall include: (a) assessment; (b) acute care psychiatric treatment, and (c) appropriate disposition in conjunction with NTBHA and NTBHA's contracted outpatient mental health providers, including contracted Mobile Crisis Outreach Team (MCOT) staff. This acute setting will provide or cause to be provided, on a 24-hour basis, a full range of diagnostic and therapeutic services, with the capability for immediate implementation of emergency psychiatric and medical interventions. Provider will ensure 24-hour per day physician coverage by a board certified/eligible psychiatrist, direct daily involvement of the attending psychiatrist in the direction and management of a multi-disciplinary treatment plan, and 24-hour per day skilled nursing care. The condition and response to treatment of the adult served will be continuously monitored and assessed. Both appropriate voluntary and involuntary admissions will be accepted. All primary clinical service providers will be fully qualified mental health professionals to include board certified/eligible psychiatrists, licensed social workers, licensed professional counselors, and licensed psychologists. Services will include, but not be limited to:

- a. Hospital daily care
- b. Physical examination
- c. Nursing assessment
- d. Social work assessment, regarding disposition needs
- e. Group and Individual psychotherapy as prescribed
- f. Family and Legally Authorized Representative (LAR) involvement, if applicable
- g. Education services as indicated
- h. Psychopharmacological evaluation and management, with consideration for client's ability to pay in choice of medications, and
- i. Discharge coordination, in collaboration with NTBHA and NTBHA's Adult Mental Health Outpatient Providers and coordination with the receiving provider of care, to consider housing, access to medication, as well as treatment needs

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 exhibits 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
 1. Provider shall provide evidence that it maintains a license as a private psychiatric hospital in accordance with Chapter 577 of the Texas Health and Safety Code and with 25 Texas Administrative Code Chapter 134, concerning Private Psychiatric Hospitals and Crisis Stabilization Units, or a General or Special Hospital in accordance with Chapter 241 of the Texas Health and Safety Code and with 25 Texas Administrative Code Chapter 133, concerning Hospital Licensing.
 2. Provider shall provide evidence that it maintains its accreditation with The Joint Commission (TJC) or other HHSC-approved accreditation as a hospital throughout the term of this Program Agreement.
- 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 have the ability and capacity to provide Inpatient Psychiatric Hospital beds/unit to individuals referred by NTBHA/ and its sub-contractors for admission; and
- f. Providers have the ability to provide services in compliance with NTBHA contract requirements.
- g. 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 Proposer shall comply with the following provisions of Texas Administrative Code Title 25, or with such amended or superseding provisions of the following provisions as may be adopted by the Texas Department of State Health Services during the term of this Agreement:

- a. Texas Health and Safety Code Chapters 241, 571, 575, 576, and 577; and
- b. Title 25 Texas Administrative Code:
- c. Chapter 133 (relating to Hospital Licensing)
- d. Chapter 134 (relating to Private Psychiatric Hospitals and Crisis Stabilization Units);
- e. Chapter 404, Subchapter E (relating to Rights of Persons Receiving Mental Health Services);
- f. Chapter 411, Subchapter J (relating to Standards of Care and Treatment in Psychiatric Hospitals);
- g. Chapter 414, Subchapter I (relating to Consent to Treatment with Psychoactive Medication – Mental Health Services); and
- h. Chapter 415, Subchapter F (relating to Interventions in Mental Health Programs).
- i. Medications and medication-related services will be provided to patients as specified in Title 25 Texas Administrative Code, Chapter 415 C (relating to Use and Maintenance of TDMHMR Drug Formulary).
- j. In addition to the reporting requirements outlined in Title 25 Texas Administrative Code chapter 134 (relating to Private Psychiatric Hospital and Crisis Stabilization Units), Provider shall report the investigation/disposition of all reports of death, abuse neglect, exploitation, or illegal, unethical or unprofessional conduct to NTBHA.

1.05 COMPLIANCE WITH NTHBA PROTOCOLS FOR:

The Successful Proposer shall comply with NTHBA's established protocols for Inpatient Psychiatric Hospital services. Such protocols shall provide at a minimum the following items:

- a. All patients will be screened and assessed using procedures and documentation approved by NTBHA, in such, Inpatient Services must be preauthorized by NTBHA staff;
- b. Provider will render usage and disposition reports to NTBHA on a monthly basis in a form and format required by the NTBHA;
- c. Provider will make staff and facilities available for audit and reviews by NTBHA, State HHSC 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.

Failure to comply with NTBHA protocols may result in Administrative and/or Clinical Denials. These and other reporting responsibilities are a requirement of funding.

1.06 DATA COLLECTION

Provider shall timely comply with all data collection and reporting requirements outlined by NTBHA, with data entry/submission of reporting elements within two (2) business days of receipt/action and discharge summary data to be entered/submitted within 48 hours following discharge. Data elements to be regularly reported to NTBHA shall include, but not be limited to the following:

1. Patient demographic information, including but not limited to, name, address, date of birth, and social security number;
2. Patient admission date and discharge date;
3. NTBHA authorization number;
4. Maintain accreditation and certifications;
5. Report and evaluate findings from Joint Commission or other HHSC-approved accreditation Self-Assessment Tool (ongoing);
6. Establish a baseline of the rate of confirmed allegations of abuse and neglect and demonstrate efforts to reduce such occurrences (ongoing);
7. Report patient complaints and grievances;
8. Demonstrate efforts to reduce the restraints and seclusion rate with a goal of zero (ongoing); Utilize the Behavioral Restraint and Seclusion Monitoring Instrument;
9. Maintain 95% compliance for data integrity review (DIR) measures;
10. Calculate, trend and review rate of patient injuries, according to best hospital practices;
11. Continue to demonstrate efforts to reduce patient injuries caused by behavioral restraint and seclusion;
12. Report patients' satisfaction using a nationally accepted program; and
13. Ad hoc reports, as required by NTBHA
14. See Attachment 2, HHSC Data Reporting Elements & Schedule, for a full listing of standard HHSC-required data reporting elements and submission frequency.

1.07 CAPACITY AND PATIENTS SERVED

Inpatient Psychiatric Intensive Care: The Service Capacity being procured may be increased or decreased, by NTBHA, at any time during the contract term, based on utilization of services and availability of funds. Procured beds must be available for NTBHA use at all times. NTBHA retains the right to allocate capacity among multiple contract awardees. An awarded contract must not be construed as a guarantee to provide services.

1.08 REPORTS OF ABUSE AND NEGLECT. The Successful Proposer shall report any allegations of abuse and neglect in accordance with applicable state laws and rules of the Texas Department of State Health Services and Texas Department of Protective Services.

- 1.09 AIDS/HIV WORKPLACE GUIDELINES.** The Successful Proposer shall have adopted and implemented policies which capture the spirit and intent of the workplace guidelines adopted by the State, and AIDS/HIV confidentiality guidelines, consistent with state and federal law.
- 1.10 RECEIPTS AND RECORDS.** The Successful Proposer 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 Proposer shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to NTBHA, for a period of six (6) years from the expiration or termination of an awarded contract.
- 1.11 ACCESS.** Pursuant to the Texas Health and Safety Code Section 534.060, the Successful Proposer agrees to allow the State, including the Office of the State Auditor, NTBHA its representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other information under control of the Successful Proposer, as necessary, to enable the State or NTBHA to audit, monitor, and review all financial or programmatic activities in services associated with an awarded contract.
- 1.12 RETENTION OF RECORDS.** The Successful Proposer agrees to retain all records pertinent to an awarded contract for a period of six (6) years from the expiration or termination of the contract.
- 1.13 PROTECTED HEALTH INFORMATION.** During the term of an awarded contract, the Successful Proposer 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.
- 1.14 POTENTIALLY PREVENTABLE READMISSION.** A Clinically-Related Readmission of a Covered Individual that occurs up to and including fifteen (15) calendar days after the Covered Individual's date of discharge from his or her most recent hospital admission. A clinical review involving NTBHA and Provider will be conducted to allow NTBHA to determine if the underlying reason for the readmission was plausibly related to the care and treatment rendering during or immediately following a prior hospitalization as a prerequisite to recoupment or non-payment for a Covered Service.
- 1.15 Must comply with any and all other appropriate Local, State, and Federal Law or Regulation.

END OF EXHIBIT B

EXHIBIT C: EVALUATION, SELECTION CRITERIA AND PROCESS

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

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

The evaluation process is as follows:

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

5. Based on resulting ranking of the proposals two or three 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:

Inpatient Psychiatric Hospital Services RFP# PPB_2018-001
North Texas Behavioral Health Authority
ATTN: Heath Frederick
9441 Lyndon B Johnson Freeway, Suite 350
Dallas, Texas, 75243

7. Proposals submitted become the property of NTBHA and will not be returned to the Respondent's.
8. Any subsequent Request/Inquiry made by NTBHA to Respondent must be resolved in a timely manner. Requests for documents or clarification must be submitted to NTBHA within 48 hours of the initial request.

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| END OF EXHIBIT C |
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EXHIBIT D:
REQUIREMENTS FOR
RFP# PPB 2018-001

Proposer must submit a sealed proposal packet containing one (1) complete original bid and one (1) copies to NTBHA no later than **12:01 PM, CST, on July 31st, 2017**, by a method described below. NTBHA reserves the right to reject delinquent bids.

For hand delivered/Mailed/Express Delivered bids:

Inpatient Psychiatric Hospital Services RFP# PPB_2018-001
North Texas Behavioral Health Authority
ATTN: Heath Frederick
9441 Lyndon B Johnson Freeway, Suite 350
Dallas, Texas, 75243
Contact Number: (469) 523-0529

For Electronically Delivered bids:

eMail: hfrederick@ntbha.org

INSTRUCTIONS

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.

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. 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, Medicaid and/or Third Party Insurance.
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 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 comply with federal, state, county and local rules, codes, regulations, laws, and executive orders.
12. **RESPONDENTS SHALL PROVIDE** with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal. There is no expressed or implied obligation for NTBHA to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and NTBHA will not reimburse responding firms for these expenses, nor will NTBHA pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.
 1. **Title page.** Title page should include the RFP # and subject. The Respondent's name, the name, address, and telephone number of a contact person; and the date of the proposal transmitted.
 2. **Submission Letter.** A letter of understanding by the person or officer of the Respondent entity that is authorized to enter into a contractual agreement on behalf of Respondent

indicating acceptance and commitment to the work to be done as well as a succinct statement as to why the Respondent believes itself is the best qualified.

3. **Detail Proposal.** Response to Proposal Guidelines as specified in this document.
 4. **References.** Submit as specified in Item 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 Proposer 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 Heath Frederick via email at: hfrederick@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 Proposer 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 Proposer.
28. **PAYMENT/RATES** 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 Proposer.
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: If by mail, submit sealed one (1) original, clearly marked, and one (1) copy 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. OR email all required documents to Contracts Manager, Heath Frederick, at: hfrederick@ntbha.org no later than the listed due date and time.

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. Quality Assurance Processes and Monitoring
- VI. Certificate of Insurance
- VII. Financial Information
- VIII. NTBHA History
- IX. Cost Proposal/Value Added
- X. Risk Profile
- XI. Implementation Plan
- XII. Rights Reserved
- XIII. 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

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 Inpatient Psychiatric Hospital services as defined in this proposal (*refer to Attachment 1, Services 1.03 or Attachment 1, Services 1.04*)

- a. Describe the intake and admission processes for NTBHA consumers, for both involuntary and voluntary:
 - i. Workflow/example of process for involuntary and involuntary
 - ii. The average number of voluntary and involuntary consumers presenting to the facility monthly
 - iii. Percentage of admissions that are voluntary vs involuntary, including APOWW
 - iv. What percent of consumers are admitted for observation, inpatient care, or screened and referred to lower levels of care;
 - v. Describe utilization of crisis intervention and other de-escalation techniques upon presentation.
- b. Describe what mechanisms are in place to ensure effective communication and collaboration with county probate courts and attorneys regarding
 - i. orders for protective custody
 - ii. compelled medication
 - iii. commitments.
- c. Discuss the use of tele-med services for NTBHA consumers, including percentage of care provided via tele-med versus in-person services by medical doctors.
- d. Describe processes to ensure patient safety.
- e. Describe management of high acuity patients, including de-escalation techniques with acute decompensation.
- f. Describe your policy regarding emergent medications and physical restraints, include the frequency of use for both.
- g. Describe how you utilize social supports and collateral contacts. Specifically, also address the process for ensuring communication with parent and/or guardian and family/other involvement in the treatment of minors.
- h. Describe any limitations for accepting high acuity patients as well as any other exclusionary criteria
- i. Briefly explain your understanding of EMTALA guidelines.
- j. Detail steps taken to reduce re-admission to crisis services, including activities to ensure coordination of services and continuity of care.
- k. Describe how you would ensure close collaboration and positive relationships with NTBHA and their designees, such as MCOT.
- l. Describe cost saving methods that would be in place to ensure best utilization of resources.
- m. 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.
- n. What age groups are currently or will be served under this contract?

IV. Facility

Provide a brief description of your facility for Inpatient Psychiatric Hospital services as defined in this proposal (*refer to Attachment 1, page 1, Physical Plant 1.02*).

- a. Provide total number of inpatient capacity and limitations on NTBHA use.
- b. Describe the physical set-up to ensure consumer privacy and confidentiality for all levels of care.
- c. Explain how you will make this facility welcoming to individuals experiencing a mental health crisis?

V. Quality Assurance Processes and Monitoring

Provide information regarding Proposer'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 in detail, performance indicators used in measuring and monitoring service performance and goals, include method for monitoring patient recidivism.
- c. Submit a copy of the most recent Quality Improvement Plan.
- d. Submit last two Quality Management Program activity reports.
- e. Submit most recent external reviews from all regulatory/accrediting bodies, including any findings

since then and any plans of improvement required as a result of the reviews.

- f. Lawsuits – Indicated any lawsuits or litigation involving clinical Services to Mental health patients to which you have been a party during the past three years. Provide details on any judgments.

VI. Certificate of Insurance

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

- a. Comprehensive general liability, professional liability, and employee misconduct insurance with limits of at least \$1,000,000 per occurrence, \$3,000,000 aggregate.
- b. Sufficient coverage to meet the requirement of State law for Workers' Compensation on its employees providing services under this Contract.

VII. Financial Information

- a. Provide a copy of the most recent Certified External Audit, including management/opinion letter.
- 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. Provide evidence of continued financial viability to ensure your capabilities to support this project.

VIII. NTBHA History

In what ways have you partnered with NTBHA since January 1, 2017, to ensure a positive impact on the community? You may provide clinical and financial examples.

IX. Cost Proposal

Cost proposals that exceed an annual average of \$550 per day will not be considered. The \$550 rate is inclusive of all services and treatments, including physician services. (All services require preauthorization for payment. All transfers from in network and out of network facilities require authorization prior to the transfer. Failure to obtain authorization will be reason for nonpayment. Approved transfers will be conducted via the NTBHA designee.)

Proposals must include detailed cost to NTBHA for the specific services provided.

Funds allocated by HHSC shall be used to pay for no more than 25 Private Psychiatric Beds per day.

- a. May provide two or more cost proposals in the following manner:

Proposal #1. (required) Must be based on the purchasing of a specified number of, at least ten (10), beds for NTBHA use, at a rate not to exceed the annual average of \$550/day.

Proposal #2. (optional) Provide any other offers that may be of better value to the community and NTBHA. For example, proposals may be based on agreed risk arrangement, case rate, programmatic structures, etc.

- b. Describe what quality features make your facility unique and not otherwise available in the community. Provide examples of value-added services at your facility. For example, additional units of service and/or supports, available space, transportation assistance, matching funds, follow-up services, discharge medication, integration of MCOT.
- c. 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 your Comprehensive Insurance Binder or 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. Explain your method for ensuring no employee is on a Medicaid/Medicare exclusion list.
- i. Submit two (2) most recent Licensure/JACHO/CMS deemed surveys, including any findings and Plan of Correction.

XI. Implementation Plan

- a. Briefly describe the project management approach you will use to implement and operate the services within the contracted timeframe.
- b. Attest that you will be able to provide the service beginning September 1, 2017.

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 Proposer until NTBHA and that Proposer 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 Proposer, NTBHA will not agree to waive its governmental immunities, engage in binding arbitration or agree to indemnification of Proposer or limitation of Proposer’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 Proposers 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

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

- A. Is the Proposer 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 Proposer 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, HHSC 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 HHSC 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

| |
|---|
| <u>Attachment 1</u> <u>STANDARDS</u> |
|---|

1.01 STAFFING

- a. A psychiatrist must serve as the medical director for all crisis services and must approve all procedures and protocols used in crisis services.
- b. Duties and responsibilities for all staff involved in assessment or treatment must 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 staff involved in assessment or treatment must 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) The unit must have sufficient physicians (preferably psychiatrists) psychiatric APNs, PAs, RNs, LPHAs, and QMHP-CSs (and trained and competent paraprofessionals to allow for:
 - a) Individual reassessment at least every 15 minutes by trained and competent paraprofessionals, two hours by nursing, four hours by QMHP-CSs, and 12 hours by physician (preferably a psychiatrist) or a psychiatric APN or PA
 - b) Active therapeutic intervention consistent with the individual's clinical state;
 - c) A QMHP-CS on each shift to be assigned to identified individuals; and
 - d) Patient and staff safety including one-to-one observation as needed.
 - 4) Staffing shall include:
 - a) A physician, (preferably a psychiatrist), or a psychiatric APN or PA on call 24 hours/day to evaluate individuals face-to-face or via telemedicine as needed;
 - b) At least one LPHA on site 24 hours/day, seven days/week;
 - c) At least one RN on site 24 hours/day, seven days/week; and
 - d) Trained and competent paraprofessionals on site 24 hours/day, seven days/week.

1.02 Physical Plant

- a. The unit must be in a secure location.
- b. The physical plant must be accessible and meets all ADAAG/TAS.
- c. The physical plant must have provisions for ensuring environmental safety.
- d. The physical plant must have a designated area where persons in extreme crisis can be observed and safely maintained until the crisis is resolved or the individual is transported to another level of care.
- e. The physical plant must afford privacy for protection of confidentiality.

1.03 INPATIENT PSYCHIATRIC HOSPITAL SERVICES**ADMISSION, CONTINUITY OF CARE, AND DISCHARGE REQUIREMENTS**

1. Provider shall provide the full array of services that comply with admission, continuity of care and discharge requirements as outlined below;
 - a. Effective, responsive, individualized, and least restrictive treatment;
 - b. Treatment and care through the development and implementation of a Comprehensive Treatment Plan and corresponding intervention(s) including but not limited to:
 - i. A reasonable and appropriate discharge plan that is JOINTLY DEVELOPED by NTBHA and the Provider;
 - ii. Communication that will facilitate the exchange of information needed to accomplish common Utilization Management activities;
 - iii. As HHSC transitions to utilizing DSM V, NTBHA requires all providers to submit ICD-10 codes or DSM V
 - c. Promotion of recovery, independence, and self-sufficiency;
 - d. Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy rules;
 - e. Comprehensive client/patient rights consistent with regulatory and TJC requirements;

- f. Interdisciplinary, goal-directed and evidence-based treatment;
 - g. Behavior management program;
 - h. Culturally competent treatment; and
 - i. Telemedicine (if currently provided), in accordance with applicable HHSC rules and regulations.
2. Provider shall demonstrate efforts to reduce restraint and seclusion by adopting and implementing the following restraint/seclusion reduction tools:
- a. Using assessment tools to identify risk factors for violence and seclusion and restraint history;
 - b. Using a trauma assessment;
 - c. Using tools to identify persons with risk factors for death and injury;
 - d. Using de-escalating or safety surveys; and
 - e. Making environmental changes to include comfort and sensory rooms and other meaningful clinical interventions that assist people in emotional self-management.
3. Provider must comply with the following standards regarding admission, continuity of care and discharge:
- a. For the purpose of funding, provider must receive NTBHA authorization prior to admission. NTBHA may maintain an admission queue and inform Provider(s) of the next patient up for admission. Admissions without express NTBHA referral from the queue may not be eligible for payment;
 - b. When the Provider admits a patient, a physician must issue and sign a written order admitting the patient;
 - c. The Provider must conduct an intake process as soon as possible, but not later than 24 hours after the patient is admitted;
 - d. Upon admission of a patient to Provider, the Provider must begin discharge planning for the patient, provider(s) will inform NTBHA's or the clients contracted service provider of anticipated discharges as soon as they are known;
 - e. Discharge planning must involve the Provider treatment team, the designated NTBHA Care Management Manager or other NTBHA -designated staff, the designated mental retardation authority (MRA) liaison staff if appropriate, the patient, the patient's legally authorized representative (LAR), if any, and any other individual authorized by the patient;
 - f. Discharge planning must include, at a minimum, the following activities:
 - i. A determination of the following:
 - 1. The amount of medication that will be provided upon discharge or transfer, and the amount of medication the patient will need after discharge or transfer until the patient is evaluated by a physician. At a minimum, patients shall be discharged with a seven day supply of medication(s); and
 - 2. The name of the individual or entity responsible for providing and paying for the medication needed after discharge or transfer until the patient is evaluated by a physician
 - ii. Development of a transportation plan
 - iii. An appointment must be made within seven (7) days following hospital discharge, with an outpatient provider.

END OF ATTACHMENT 1

Attachment 2:
HHSC DATA REPORTING
ELEMENTS & SCHEDULE

These data elements shall be routinely reported by Provider(s) to NTBHA for NTBHA'S reporting to HHSC:

| Indicator Description | Schedule |
|---|-----------------|
| Calculate average cost per patient served. | Quarterly |
| Maintain accreditation and certifications. | Quarterly |
| Calculate average cost per bed day. | Quarterly |
| Calculate average daily census. | Monthly |
| (Continue to) Report and evaluate findings from Joint Commission or other accreditation Self Assessment Tool. | Semiannually |
| (Continue to demonstrate efforts to reduce) Establish a baseline of the rate of confirmed allegations of abuse and neglect. | Quarterly |
| Analyze patient complaints and grievances. | Quarterly |
| Continue to demonstrate efforts to reduce the restraints and seclusion rate with a goal of zero. | Semiannually |
| Utilize the Behavioral Restraint and Seclusion Monitoring Instrument. | Monthly |
| Maintain 95% compliance for data integrity review (DIR) measures. | Annually |
| Calculate the average length-of-stay in the hospitals. | Quarterly |
| Calculate, trend and review rate of patient injuries. | Quarterly |
| Continue to demonstrate efforts to reduce patient injuries caused by behavioral restraint and seclusion. | Quarterly |
| Patient care satisfaction report | Monthly |
| Calculate, trend and review rate of on-the-job employee injuries. | Monthly |

END OF ATTACHMENT 2