



2519 Scripture
Denton, Texas 76201

PO Box 2346
Denton, Texas 76202

REQUEST FOR PROPOSAL

RFP # 116

FOR PROVIDER OF

**VOLUNTARY & INVOLUNTARY PSYCHIATRIC
HOSPITAL SERVICES**

Oct 2013

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I. INTRODUCTION

The Denton County MHMR Center (hereinafter referred to as **Center**) issues this request for proposal (RFP) to for the provision of **Voluntary and Involuntary Psychiatric Hospitalization Services. This RFP is #116.**

II. CENTER BACKGROUND

- 2.1 The Center is a government entity established in 1990 by the State of Texas pursuant to HB2377. A Board of Directors appointed by the Denton County Commissioners Court governs the Center. The Center operates under rules and regulations promulgated by the Texas Department of Aging and Disability Services and the Texas Department of State Health Services for the purpose of providing medical, therapeutic, and residential services to individuals with mental health and intellectual & developmental disabilities residing in Denton County. The majority of the Center's funding is provided by the State of Texas, but it also receives funding from Denton County, Medicare and Medicaid reimbursements, third party insurance, the Cities of Denton and Lewisville, and grants.
- 2.2 The Center's principle office is located a 2519 Scripture Street, Denton Texas, 76201 and it operates satellite facilities at:

3835 Morse, Denton, Texas 76209,
3827 Morse, Suite 101, Denton, Texas 76209,
830 S I-35 E, Denton, Texas 76205 and
101 E. Corporate Drive, Suite 150, Lewisville, Texas 75067.

III. AGENCY MISSION, VISION, AND VALUES

Mission Statement

Denton County Mental Health and Mental Retardation Center enhances the quality of life of the individuals served and their family members.

Vision Statement

We envision a Denton County MHMR Center

- that provides effective, comprehensive, and timely services to any and all persons in need;
- where a qualified, motivated, and caring staff strive to make a difference in the lives of those they serve;

- that offers state-of-the-art, high-quality facilities to assist individuals in living full and productive lives.

Values Statement

We respect each individual's unique and special concerns by providing assistance to best fit their needs, that enhances their ability to live a full and dignified life, and that celebrates the contributions all individuals make to our community. Our core values are

- Individual worth
- Respect
- Compassion
- Integrity
- Dignity
- Community inclusion
- Choice
- Opportunity

IV. TARGET POPULATION

The target population to be served by a provider of **Voluntary and Involuntary Psychiatric Hospital Services** under contract with the Center would be any and all qualifying individuals authorized by Denton County MHMR to receive these services.

V. GENERAL INFORMATION

- 5.1 The Center reserves the right to modify the general description and scope of services contained in the RFP by notifying potential contractors in writing of any modifications.
- 5.2 The Center reserves the right to waive proposal irregularities and exceptions and to enter into a contract or other agreement pursuant to this RFP which, based upon costs and other considerations, maximizes the Center's service delivery functions and best value.
- 5.3 The Center is wholly committed to equal opportunity for all potential respondents and does not discriminate in its award selection based on race, color, religion, national origin, handicap status, age, or gender.
- 5.4 All proposals become the property of the Center and will not be returned to the respondent.
- 5.5 The Center shall not reimburse potential contractors for any expenses in preparing proposals in response to this request.
- 5.6 Proposals will be opened in a manner that impedes disclosure of the contents to competing bidders and their contents will be kept confidential during the process of negotiation. Except for information that qualifies as confidential information under the Texas Open Records Act, all proposals will be available for public inspection after the awarded contract has been signed. Should any conflict arise between respondent confidentiality requirements and those of the Act, the Act shall govern.

- 5.7 Any information that the respondent deems to be proprietary or otherwise confidential in the text of the proposal should be marked with red brackets or otherwise clearly designated as such. However, respondents are advised that the Center may disclose such proprietary information to appropriate parties if required to do so by applicable Texas open meetings and public record statutes.
- 5.8 If any of the provisions in the RFP conflict with applicable laws, rules, regulations, and/or other codes of professional ethics, the latter shall prevail over the provisions of the RFP.
- 5.9 Unless otherwise specified by the Center, all proposals shall be considered effective for ninety (90) days from the date of receipt by the Center. Upon reception by the Center, all proposals become the property of the Center.
- 5.10 The center reserves the right to reject all proposals.
- 5.11 The Center will not be responsible for any proposal that is lost in the mail or not delivered to the Center by the stated deadline for any reason. No proposal will be accepted after the stated deadline.
- 5.12 Questions concerning the **RFP #116** or its specifications should be directed to:

Deana Wesley, Contracts Manager
(940) 565-5263

VI. ELIGIBILITY REQUIREMENTS

6.1 Preliminary Requirements

The following are prelude eligibility requirements that proposing entity must meet in order to be considered as a potential provider of the products or services requested through this RFP. ***Copies of all of the Preliminary Requirements must be included with your proposal response.***

- 6.1.1 Professional and educational qualifications as required by the State of Texas for professional licensing of all employees and subcontractors of respondent's entity who will render the proposed services.
- 6.1.2 All licensures, permits, and certifications, as required by the State of Texas, for the responding entity and all employees and subcontractors who will render the proposed services.
- 6.1.3 Respondent must be licensed by the Texas Department of Health to operate an inpatient psychiatric facility.

- 6.1.4 Respondent's facility must be accredited by the Joint Commissions of Accreditation of Healthcare Organizations (JCAHO) during the entire term of a contract with the Center.
- 6.1.5 Certificates of insurances to include (a) Professional Liability Insurance, (b) General Liability Insurance, and (c) Workman's Compensation Insurance for the responding entity, and (d) Professional Liability Insurance for each subcontractor as required.
- 6.1.6 W-9 Request for Taxpayer Identification Number and Certification.
- 6.1.7 Statement of Criminal History and Misconduct Registry Checks for all of respondent's employees and subcontractors who will render the proposed services. (A Statement of Criminal History and Misconduct Registry Checks Form has been attached for your convenience.)
- 6.1.8 Capacity to deliver requested services in a professional and timely manner.
- 6.1.9 No Conflict of Interest. A respondent , its officers and employees, aspiring to enter into a contractual agreement with the Center by developing and responding to an RFP may not be related within the second degree of consanguinity or affinity to a Center employee or officer participating in the contract management for the contract for which the respondent is submitting a response.
- 6.1.10 The respondent is not currently held in abeyance or barred from the award of a federal or state contract.
- 6.1.11 The respondent is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant tot the Texas Business Corporation Act, Texas Civil Statues, Article 2.45.

6.2 **General Requirements**

- 6.2.1 Respondent shall not provide gifts or anything of value nor have any business arrangement with any employee, official, or agent of the Center that might constitute a conflict of interest according to the State and Local Government Codes, as well as Center policies and procedures.
- 6.2.2 The respondent agrees that any individual or group selected to provide designated services, including any and all of its employees, is subject to approval by the Center. Proposing entity will hold Center harmless from any claim or liability arising from the neglectful acts, or any other acts, of the selected individuals the respondent delegates or assigns service provisions under contract.

- 6.2.3 If selected as contractor, respondent agrees to provide services in accordance with all current and future federal, State, and Center laws, rules, regulations, and procedures, including:
- a. Admissions, Transfers, Absences, and Discharges --Mental Health Facilities, 25 TAC, Chapter 412, Subchapter D;
 - b. Continuity of Services --Mental Health, 25 TAC, Chapter 412, Subchapter D;
 - c. Abuse, Neglect, and Exploitation of Persons Served by Providers of Local Authorities, 25 TAC, Chapter 414, Subchapter L;
 - d. Rights of Persons Receiving Mental Health Services, 25 TAC, Chapter 414, Subchapter E;
 - e. Prescribing of Medication --Mental Health Services, 25 TAC, Chapter 414, Subchapter I;
 - f. Deaths of Persons Served by TXDMHMR Facilities or Community MHMR Centers, 25 TAC, Chapter 405, Subchapter K;
 - g. Consent to Treatment with Psychoactive Medication, 25 TAC, Chapter 415, Subchapter A;
 - h. Mental Health Community Services Standards, 25 TAC, Chapter 412, Subchapter G;
 - i. Client Records, 25 TAC, Chapter 448, Subchapter E;
 - j. Criminal History Clearances, 25 TAC, Chapter 414, Subchapter K;
 - k. Use and Maintenance of DSHS Drug Formulary, 25 TAC, Chapter 415, Subchapter C (Revised 2/12/98);
 - l. Intervention and Mental Health Programs, 25 TAC, Chapter 448, Subchapter F;
 - m. Use of Restraints, 25 TAC, Chapter 448, Subchapter G;
 - n. Title VI of the Civil Rights Act of 1964;
 - o. Section 504 of the Rehabilitation Act of 1973;
 - p. the Americans with Disabilities Act of 1990 (ADA);
 - q. the Age Discrimination in employment Act of 1967;
 - r. the Health Insurance Portability and Accountability Act (HIPAA) Standards; as well as,
 - s. Respondent/Contractor's Quality Assurance Plan;
 - t. Medical Staff Rules and Regulation; and
 - u. Medical Staff Bylaws.
- 6.2.4 Respondent agrees to obtain at its own expense, and prior to the commencement of services, such permits and/or licenses that are required by local or State laws and regulations.
- 6.2.5 All work and materials pursuant to this RFP must be performed in a professional manner consistent with or exceeding the industry's usual and customary standards of quality. Such standards shall apply to the dress, language, and behavior of respondent's jobsite personnel.
- 6.2.6 The Center reserves the right to inspect the progress and quality of the respondent's facilities where contracted services are provided, and associated

performance standards to identify any defects in performance. Such defects, when brought to the attention of respondent, shall be cured by respondent to the Center's satisfaction.

- 6.2.7 Respondent further agrees to perform services with decorum and in a manner designed to assist the Center in the efficient management of its resources.
- 6.2.8 Respondent agrees to interact with Center staff in a cooperative manner.

VII. REQUIRED CONTENT AND FORMAT OF PROPOSALS

Note: All requirements may not be included in this section. The respondent is cautioned to read the RFP in its entirety to determine all requirements. The Center reserves the right to reject a proposal that does not contain all information required by this RFP.

- 7.1 **Identification.** Each proposal page must contain the name of the proposing entity.
- 7.2 **Cover Page.** This page must state the RFP subject – **Voluntary and Involuntary Psychiatric Hospital Services RFP #116**, the business name and type of business, the respondent's name, title, address, telephone number, fax number and the date of the proposal submission. If the contact person responsible for answering technical and contractual questions in respect to this proposal is different than the respondent, then include this individual's name, title, telephone number and fax number.
- 7.3 **Letter.** Submit a signed letter briefly addressing the respondent's understanding of the work to be done, the commitment to do the work requested in the RFP, and a statement explaining why the respondent believes it is best qualified to provide the requested service.
- 7.4 **Detailed Proposal.** The detailed proposal must address respondent's ability to provide the equipment and services specified in or otherwise required to comply with RFP specifications. Proposals must **address each and every specification** contained in the RFP Section X. **Description of Services to be Provided.**
- 7.5 **Bid Summary Sheet.** Complete the attached Bid Summary Sheet to include the Total Bid Price for the provision of services. (All of respondent's costs associated with the provision of equipment and services must be included in the Total Bid Price.)
- 7.6 **Signature.** The proposal must be signed by a person or officer who is authorized to submit such proposal on behalf of the responding entity.
- 7.7 **Balance Sheet.** Respondent's submitted proposal must include evidence of financial solvency by way of a current Balance Sheet for the respondent's business entity.

- 7.8 **Documentation Compliance.** Respondent must submit, with its proposal, proof of insurance in the form of a Certificate of Insurance or letter from respondent's insurance provider (not policies), tax document(s) and copies of credentials as specified in Section V. Eligibility Requirements.

VIII. PROCEDURES FOR SUBMISSION OF PROPOSALS

- 8.1 All of the requirements set forth in this RFP must be addressed fully and completely in order for the proposal to be considered.
- 8.2 Unless otherwise specified, neither telegraphic, facsimile, nor telephone proposals will be accepted. Proposals may be mailed via US mail service, or hand delivered by a respondent's representative or paid courier to the Front Lobby Receptionist at the address in 8.5 below.
- 8.3 Proposals must be submitted in a sealed envelope clearly marked on the outside **“Sealed Proposal for Voluntary/Involuntary Psychiatric Hospitalization Services - DO NOT OPEN.”**
- 8.4 Any changes to a proposal must be made by the respondent in writing and must be received by the Center prior to the original due date and time of the proposal.
- 8.5 **DEADLINE.** To be considered, an original and four (4) copies of the proposal must be received by the Center at the address below.

Denton County MHMR Center
2519 Scripture Street
Denton, TX 76201
Attention: Deana Wesley

IX. SCORING AND EVALUATION

Contracts are awarded based on *best value* considerations, which includes all aspects and areas of service delivery and cost, but award will not necessarily be based on the lowest bidder.

1. All proposals received by the RFP submission deadline will be evaluated and scored by an RFP committee according to criteria cited, and each aspect of service delivery as presented by the respondent.
2. The Center may validate any information in a proposal by using outside sources or materials.
3. Proposals that best meet RFP requirements and scoring criteria may be invited to interview with the RFP committee for further evaluation.

4. The proposing entity who will be awarded the contract will be contacted either by phone or US mail, or both.
5. Each respondent who is not selected will be given such written notice within thirty (30) days of the evaluation process.

X. DESCRIPTION OF NEEDED AND REQUESTED SERVICES

VOLUNTARY ACUTE AND INVOLUNTARY CRISIS PSYCHIATRIC HOSPITALIZATION SERVICES

A. Provision of Acute Hospitalization Services for Voluntary Inpatients

Denton County MHMR Center requires, for its referred patients, 24-hour professional monitoring, supervision, assistance and active treatment during acute psychiatric crisis. These services, *to be provided under one (1) inclusive bed day rate*, include, but are not limited to:

1. Face-to-face diagnostic evaluation by a psychiatrist within eight hours from presentation to the facility.
2. Physical health assessment within four hours of admittance to the facility.
3. A nursing care plan shall be developed for every individual.
4. An individualized treatment plan shall be developed for every individual.
5. Medications and intensive medical monitoring by a psychiatrist.
6. Admission history and physical examination.
7. Social and treatment history.
8. Routine laboratory services.
9. Medication monitoring by licensed psychiatric nurses.
10. Individual, group and family counseling as appropriate.
11. Occupational therapy as appropriate.
12. Play therapy as appropriate.
13. Three meals per day and the availability of snacks.
14. Private or semi-private room.
15. Physician's Certificate of Medical Examination issued by the examining or treating Physician as needed.

The following services are also required:

1. Intensive interventions designed to relieve acute psychiatric symptoms and restore the patient's ability to function in a less restrictive setting.
2. Twenty-four hour, ever present medical components including 24-hour nursing staff (RNs and or LVNs under RN supervision) and 24-hour on-call physician coverage. The RN supervisor must be a full-time employee.

3. Provide and/or assist patients with medical emergencies to access appropriate urgent or emergent medical care. (The Center does not incur the cost of the emergency medical care rendered.)
4. Providing reasonable and timely communication between all required hospital staff and all required Center staff.
5. Monitor treatment plans and the quality of care for each patient referred by the Center.
6. Provide concurrent and retrospective utilization management for all persons treated on Center referral, formulate and implement a quality improvement plan that includes organizational self-assessment activities and measure of patient satisfaction.
7. Provide transportation to/and or from Provider's facility and the person's residence or other suitable location in Denton County. (Transportation shall be provided only to persons who are unable to transport themselves or arrange for transportation in a timely manner.)
8. Acceptance of insurance benefits for Center patients in lieu of payment by the Center, and accepting Medicaid and Medicare as payment on those patients eligible under those programs. (Medicare patients will be responsible for any deductibles, co-payments or co-insurance charges.)
9. Conduct urine drug screening and/or serum drug testing for any person referred who has a known or suspected recent pattern of drug abuse and providing the Center with the results of any such drug screen or test within three (3) business days of the person's discharge from hospital.
10. Provide Center with a copy of the hospital discharge summary for each person treated upon the person's discharge.
11. Provide Center with a report of the patient's medical history and physician's physical examination within three (3) calendar days of the person's discharge from hospital.
12. When required, collaborate with Center staff to arrange for prompt transfer of patient to appropriate state hospital. Transfers will occur via ambulance.
13. If the treating physician has assessed the patient and determined that the patient has not attained psychiatric stability and continues to be a danger to self or others or is at risk of further deterioration the treating physician will complete a Certificate of Medical Examination (CME) and the provider staff will file a mental health application for inpatient treatment. Provider staff will fax the completed application to the Denton County Mental Health/Probate court for appropriate filing and judicial review by 8:30 am on the second day of the

admission. (Unless exonerating circumstances are present) The original application, CME, and treatment progress notes, psychiatric evaluation, nursing assessment clinical assessment MARS, MOT other related documents should be fully and accurately prepared and presented to the Mental Health /Probate court for the MH hearing. Provider staff will transport the patient and documents to the MH court on the date of the scheduled hearing.

14. The MH application and the CME for court ordered services that is filed by provider should be notarized and transmitted via fax to the MH/Probate court by 8:30 a.m. on the second day of admission if the patient requires further inpatient treatment.
15. All transfers from Contractor's hospital to a State Hospital will be coordinated with the MH Investigative unit.
16. Neither the Authority nor the Contractor is responsible for the cost or payment of any type of transportation to any state facility.

B. Provision of Emergency Involuntary Hospitalization

Denton County MHMR Center requires surety of the physical safety and provision of professional monitoring, supervision, assistance, and evaluation to persons who have been subjected to a peace officer's warrant less apprehension in Denton County and transported to a facility under an emergency apprehension and detention by peace officer, Texas Mental Health Code; 573.001 magistrate's warrant. These services include, but are not limited to:

1. Maximum of 72 continuous hours of Observation and Detention, per episode, of involuntary psychiatric hospitalization to persons transported to Contractor's facility under an order of protective custody by a Denton County judge or magistrate.
2. Face-to-face diagnostic evaluation by a psychiatrist.
3. Admission history and physical examination.
4. Determination by psychiatrist that emergency involuntary detention is necessary or not necessary and the notification of all parties required as specified [within a contract].
5. Arranging for and, if necessary, incurring the cost of transporting a person to an appropriate location in Denton County if detention is not necessary and this determination is made more than one (1) hour after the person arrived at the Contractor's hospital.

6. Psychoactive medications prescribed by a physician, or other person authorized to prescribe medications, if clinically appropriate and accepted by the person being detained.
7. Nursing services as needed on a 24-hour basis, including medication monitoring.
8. Three meals per day and snacks.
9. Laboratory services as needed.
10. Evaluation documentation by the examining psychiatrist, to include DSM-IV diagnosis on all five (5) Axes and a Certificate of Medical Examination for Mental Illness (CME), when necessary.
11. Sleeping facilities affording appropriate privacy while providing for a person's safety needs and level of risk of harming himself or others.
12. Contractor will file an application for an Order of Protective Custody by 8:30 a.m. on the first business day following the day of admission. The application will include a notarized Certificate of Medical Examination for Mental Illness (CME) completed by the psychiatrist who conducted the face-to-face examination of the person. The CME will indicate in the psychiatrist's own words whether, and on what evidence, the person is or is not at imminent risk of harm to self or others due to mental illness. The CME will also specify the doctor's recommendation of the least restrictive treatment environment that is clinically indicated in view of the person's level of risk and acuity. (Facsimile copies of these documents will suffice prior to the probable cause hearing.)
13. Contractor will ensure the person is ready for transport to the Denton County Probate Court no later than 12:00 noon on the day of the patient's probable cause hearing. Ready for transport confirms that the person:
 - is awake and appropriately dressed and groomed;
 - has received a mid-day meal or snack prior to transport;
 - has received any and all medications prescribed by the Contractor's treating psychiatrist(s) in accordance with prescribed dosing schedule and responsible clinical practices;
 - has completed all discharge procedures required by the Contractor's hospital;
 - has had all personal property in his or her possession at the time of admission returned to them or turned over to the transporting deputy.
14. Provide a copy of the physician's history and physical examination patient report to the Center within five (5) days from the date the person was discharged from the Contractor's facility.
15. Provide Center via facsimile, a copy of the person's treatment and discharge summary within 24 hours of the person's discharge.

XI. TERM

The expected term of any contract executed as a result of this RFP shall begin at the time the contract has been signed by both parties and end on August 31, 2014.

XII. PAYMENT

1. The Center will pay for specified services as written and documented in a contract agreement between the Center and the respondent awarded a contract.
2. All services and products rendered under contract to Center clients must be *preauthorized* in writing by the Center, or Center will neither assume responsibility nor render aid in the payment or collection of such services.
3. The Center is the payer of last resort under any contract or agreement executed as a result of this RFP. A contracted provider must identify any and all personal assets and third-party insurance and entitlement benefits, which cover voluntary and/or involuntary hospitalization in response to a mental illness related emergency, and exercise due vigilance in seeking payment from responsible third parties and from the subject person for services rendered. A contracted provider must accept assignment of insurance benefits for Center-referred patients, and must accept Medicaid and Medicare as payment on those patients eligible under those programs. Medicaid patients are responsible for any deductibles, co-payments or co-insurance charges.
4. A contracted provider must invoice the Center only one time per calendar month and each invoice must be accompanied by supporting documentation as required by the Center.
5. The Center reserves the right to withhold any payments to contractor until services are completed to the satisfaction of the Center.



Denton County
Mental Health
Mental Retardation
Center

BACKGROUND AND REGISTRIES CHECK

CONSENT FORM

I hereby authorize Denton County MHMR Center to conduct the following checks on me for the purpose of determining if I am eligible to enter into a contractual agreement with the Center.

- **CRIMINAL HISTORY REVIEW**
- **EMPLOYEE MISCONDUCT REGISTRY**
- **NURSE AIDE REGISTRY**
- **CLIENT ABUSE AND NEGLECT REGISTRY**

First Name:	Middle Name:	Last Name:
Mailing Address:		
Date of Birth:	Social Security:	___ Female ___ Male
Signature:		Date of Signature:

APPLICANT/EMPLOYEE: DO NOT WRITE BELOW THIS LINE.

Criminal History Review: Records found do do not bar this applicant from providing Contracted Services with Denton County MHMR Center.

This review performed by: _____
Signature Date

Employee Misconduct Registry: Applicant was LISTED / NOT LISTED

This check performed by: _____
Signature Date

Nurse Aide Registry: Applicant was LISTED / NOT LISTED

This check performed by: _____
Signature Date

Client Neglect/Abuse Registry: Applicant was LISTED / NOT LISTED

This check performed by: _____
Signature Date

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