



Denton County
MHMR Center

2519 Scripture Street
Denton, Texas 76201
76202

PO Box 2346
Denton, Texas

OPEN ENROLLEMENT

[REQUEST FOR APPLICATION \(RFA\)](#)

Hospitals – Psychiatric Inpatient Services/Crisis Stabilization Services

February 2025

REQUEST FOR PROPOSALS FOR HOSPITALS – PSYCHIATRIC INPATIENT SERVICES/CRISIS STABILIZATION SERVICES

Checklist

- ☐ Attach a copy of Certificate of Occupancy
- ☐ Attach a copy of General Liability Insurance
- ☐ Attach proof of current accreditation by the Joint Commission on Accreditation of Health Care Organizations
- ☐ Attach proof of health facility licensure
- ☐ Attach Form W-9
- ☐ Attach Signed Copy of Attestation
- ☐ Attach Signed Copy of General Authorization for Release of Information
- ☐ Attach Signed Copy of Assurances
- ☐ Attach Signed Copy of Certification Regarding Lobbying, Grants, Loans & Cooperative Agreements
- ☐ Attach Criminal Background Check Form

Attachments

Attachment A – DENTON COUNTY MHMR CENTER RATES

Attachment B - APPLICATION

Attachment C – ATTESTATION

Attachment D – GENERAL AUTHORIZATION FOR RELEASE OF INFORMATION

Attachment E – ASSURANCES DOCUMENT

Attachment F – CERTIFICATION REGARDING LOBBYING, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

Attachment G – EXECUTIVE LEADERSHIP TEAM

Attachment H – LOCAL AUTHORITY

Attachment I – CRIMINAL BACKGROUND CHECK FORM

Attachment J – Form W-9

INTRODUCTION

The Denton County MHMR Center (hereinafter referred to as “**The Center**”), a community MHMR Center and governmental unit of the State of Texas, is seeking to contract with local providers for the purpose of providing Hospitals – Psychiatric Inpatient Services/Crisis Stabilization Services facilities to provide inpatient care (i.e. psychiatric assessment and diagnostic services, physician services, professional nursing services and monitoring for safety in a restrictive environment) to the eligible residents of Denton County.

The Center is committed to supporting the health and well-being of adults throughout Denton County. Network providers are key to the overall success of the individuals who depend on our agency for their healthcare needs.

Open enrollment documents are posted on The Center’s website at <https://www.dentonmhmr.org/volunteers/contract-opportunities/>. Notice is hereby given that The Center will receive applications for providers beginning **February 2025**. **An original of the application and (1) copy of the attachments is due to:**

ATTENTION:
Denton County MHMR Center
Natalee Galvan
contractsubmission@dentonmhmr.org

Center Background

Denton County MHMR Center or “Local Authority” (Local Mental Health Authority “LMHA and Local Intellectual and Developmental Disability Authority “LIDDA”) is the Texas Health and Humas Services “HHS” designated authority established to plan, coordinate, develop policy, develop, and allocate resources, supervise, and ensure the provision of community based for the residents of Denton County, Texas. The Center receives funding from many diverse sources that enable it to provide a variety of services for people who have needs related to behavioral health and/or intellectual/developmental disabilities. A board of Directors appointed by the Denton County Commissioners court governs The Center.

2519 Scripture Street Denton, Texas 76201
2509 Scripture Street, Suites 100, 101, 103, and 104, Denton Texas 76201
1614 Scripture Street Denton, Texas 76201
3835 Morse Street, Denton, Texas 76208
3827 Morse Suite 101, Denton, Texas 76208 and
1001 Cross Timbers Suites 1250 and 1040, Flower Mound, Texas 75028

(The Center is exempt from State and local sales tax and federal excise tax)

Pursuant to 25 Texas Administrative Code § 412.5 and 40 Texas Administrative Code § 2.55, the LMHA and LIDDA have the authority to acquire services to address needs of mental health and/or intellectual/developmental disabilities needs by certain procurement methods. This Request for Applications (RFA)/Open Enrollment invites and encourages the submission of applications (each, an “Application” and collectively, the “Applications,” and any party applying, and “Applicant”) from those interested in entering one or more contracts (each a “Contract” and collectively the “Contracts”) with The Center. Each qualified Applicant(s) under this RFA/Open Enrollment (each a “Successful Applicant” and collectively, the “Successful Applicants”) will be eligible to enter a Contract with The Center to provide one or more of the community-based services.

The individual who will be served under this arrangement each, a “Client” and collectively, “Clients” must always (a) meet the then current requirements of the funder of the services, and (b) reside in Denton County, Texas. An individual’s designation as a client may only be made by the Local Authority and must be documented in their record. This RFA/Open Enrollment invites the submission of Applications from those interest in being considered for a Contract with The Center for the purpose of offering services for Clients.

Mission Statement, Agency Principles, Vision, & Values

Mission Statement

Denton County MHMR Center enhances the quality of the individuals serves and their family members.

Our Guiding Principles

Denton County MHMR Center we believe these principles should guide our interactions with our clients and with interactions between our staff.

- Assumes Good Intentions
- Understanding You is Important
- Share Knowledge and Resources
- Create a Safe Space
- Good Ideas Can Come from Anywhere at Any Time
- Strive for Continual Improvement

The Center’s Values are:

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
- Integrity
- Compassion
- Dignity

- Community Inclusion
- Opportunity
- Choice

The Center's Vision Statement is:

We envision a DCMHMR Center

- That provides effective, comprehensive, and timely services to any and all people 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.

General Information

The Center reserves the right to modify the general description and scope of services contained in the RFA/Open Enrollment by notifying potential applicants of any modifications. If any of the provisions of the RFA/Open Enrollment conflict with applicable laws, rules, regulations, and/or other codes of professional ethics, the latter shall prevail over the provisions of the RFA/Open Enrollment.

The Center shall not reimburse potential contractors for any expenses incurred preparing applications in response to this request. Any information that the respondent deems to be proprietary or otherwise confidential in the text of the application should be marked with red brackets or 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. All questions and communications concerning the RFA/Open Enrollment, and process must be made in writing to the Procurement Analyst & Contract Developer only, at the following email address:

contractsubmission@dentonmhmr.org.

Note: Subject line of the email must read RFA/Open enrollment – Hospitals – Psychiatric Inpatient Services/Crisis Stabilization Services

Note: It is the Centers intent to respond to all appropriate questions or convers received.

Purpose of the RFA/Open Enrollment

The purpose of the RFA/Open Enrollment is to offer contract/contracts to a pool of public inpatient psychiatric facilities to provide inpatient care (i.e., psychiatric assessment and diagnostic services, physician services, professional nursing services and monitoring for safety in a restrictive environment). To be able to provide a comprehensive community system of services and support. Be able to provide clients with increased access and selection of qualified providers. Finally, to provide services and achieve the desired outcomes at the most efficient cost possible.

Target Population

The target population for this RFA/Open Enrollment consists of individuals with mental illness who have been identified by the Center as Priority Population, in accordance with the definitions established by Local Mental Health Authority “LMHA and Local Intellectual and Developmental Disability Authority “LIDDA.” Designation of an individual as a member of the Priority Population must be made by the Center and documented in that individual’s record.

Eligible Applicants

Applicants must be registered with the Secretary of State in Texas and have a Tax Identification Number. Individuals providing professional services must hold valid Texas licenses and/or certifications as required by state law. In any situation where a consortium of providers is applying, a single entity responsible for services delivered must be identified and the financial agent must be an organization with a demonstrated ability to manage funds. Applicants may not subcontract responsibilities for these services. All service providers must be eighteen (18) years of age or older. Applicants may not have been convicted of a crime relevant to a person's duties including any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person.

INSTRUCTIONS FOR SUBMISSION FOR APPLICATIONS

To facilitate and ensure an objective review, Applicants must follow these instructions for submission. Denton County MHMR Center (The Center) expressly reserves the right to reject any application that is not submitted according to the instructions below.

Applicants must email (1) original of the completed application and one (1) copy of all applicable attachments to:

Email: contractsubmission@dentonmhmr.org

Subject: Hospitals – Psychiatric Inpatient Services/Crisis Stabilization Services

Applicants must follow the attached outline for submissions to facilitate objective review. **Please be sure to answer every question. If the question does not apply to your or your organization, simply and clearly document “N/A.”**

False statements or false information provided by an Applicant may result in disqualification from or termination of enrollment into the network. In accepting applications, The Center reserves the right to reject any and all Applications, 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 the Local Authority. The Center will not pay for any costs incurred by Applicants in the preparation and submission of a response to this RFA.

Each Applicant is responsible for ensuring that documents for potential enrollment are submitted completely and on time. The Local Authority expressly reserves the right not to evaluate any enrollment documents that are incomplete or late. Any attached form(s) must be completed by each Applicant to be considered for possible enrollment in the network.

Each Applicant shall be subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code, **except for trade secrets and confidential information contained in the Application and clearly identified by the Applicant as such with blue ink.** Such information may still be subject to disclosure under the Public Information Act and other applicable law.

Attachment A
Denton County MHMR Center Rates

The Center will pay the cost of client care at the rate of Seven Hundred and Thirty Dollars (\$730.00) per bed day. The per diem rate shall begin at the time the client is admitted (with preauthorization only) into the Contractor's hospital and shall end when client is dismissed. Payment will be made after services have been rendered and after medical billing has been pursued and is not applicable or cannot be recouped.

The Center will pay for specified services as written and documented in a contract agreement, at a negotiated daily per diem rate. All services and products rendered under contract to the Center must be preauthorized in writing by the Center, or the Center will not assume responsibility in the payment or collection of such services.

A contract 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. The Center reserves the right to withhold any payments to contractor until services are completed to the satisfaction of the Center.

ATTACHMENT B

Application

Hospitals – Psychiatric Inpatient Services/Crisis Stabilization Services

GENERAL INFORMATION:

Organization/Individual Name: _____

DBA: _____ Federal Tax ID # _____

Agency NPI Number: _____ Business Address: _____

Contact/Title: _____ Email Address: _____

Address: _____ Phone: _____ Fax#: _____

Executive Director-Owner/Title: _____ Email Address: _____

Address: _____ Phone: _____ Fax#: _____

Service Contact/Title: _____ Email Address: _____

Address: _____ Phone: _____ Fax#: _____

Billing Contact/Title: _____ Email Address: _____

Address: _____ Phone: _____ Fax#: _____

Business locations in this market area:

	Street	City	County	Zip Code
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Indicate if you provide any of the following:

- | | |
|---|--|
| 1. TTY/TTD (Hearing Impaired Services/Capabilities) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. American Sign Language | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Handicap Accessible | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Public Transportation Access | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Bilingual Services (please list below) | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Is the business owner a current or former DCMHMR board member or employee? ☐ Yes ☐ No

Is the business owner related to a current DCMHMR board member or employee? ☐ Yes ☐ No

If yes, who: _____

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.): _____

Certification Number if a Historically Underutilized Business (i.e., Women Owned Business, Minority Owned Business): _____, or qualifications if HUB eligible, but not certified: _____

FINANCIAL

Is the organization/provider incorporated as "Profit," "Not for Profit," or "Other"?
(If it is a Not for Profit, attach a valid 501C IRS Exemption Form)

Provide name of Workers' Compensation carrier if organization has Workers' Compensation coverage or self-funding documents if self-funded:

Has the organization/provider declared any type of bankruptcy in the prior seven (7) years?

Has the organization/provider received a "qualified" opinion on a financial statement in the past three (3) years? _____ If yes, please explain:

Is the organization/provider currently under investigation, or have a license or accreditation revoked by any state/federal/DCMHMR or licensure agency, within the last five (5) years _____ If yes, please explain:

Has the organization/provider had any judgments or settlements against it within the last

ten (10) years? _____ If yes, please explain:

Has the organization/provider been placed on "vendor hold" by any agency or government? _____ If yes, please explain:

SERVICES

Describe how Proposer will communicate with the Center regarding the Consumer referral process, specifically what are the parameters around access.

Describe in detail the array of Services the Proposer would offer under its Proposal. Identify units of Service, where Services are offered, who would provide Services (education and credentials), and the times of day and days of the week the Services would be available. Indicate the capacity of all services. Include a copy of Services schedules and descriptions.

Describe the frequency and type of in-service training currently offered by the Proposer or provided to employees including, but not limited to, training related to patient rights and standards of services.

Describe the Proposer's history of working with this population on an outpatient basis and experience of working with persons who are not compliant with treatment. Describe the ability to treat persons with disabilities and persons with multiple diagnoses of a developmental disability-mental illness-substance abuse. Detail the specific population the Proposer intends to serve under this Proposal. Include ages and level of severity.

Describe the Proposer's ability to work with persons who are hearing impaired, persons who have limited language skills and persons who speak a language other than English. Describe how the Proposer ensures cultural competency on the part of staff with regard to ethnic, racial,

religious, and sexual orientation differences. Include how you will meet the cultural and linguistic needs of the consumers in the Center's local service area.

Describe or attach policies and procedure which describe any process the Proposer presently has to receive communication from clients, family members and advocates, and to receive and resolve complaints and grievances.

Describe the facility(ies) proximity to public transportation or the Proposer's ability to facilitate access to public transportation.

Describe where and when you will provide Services within the Center's local service area, and how persons with disabilities will be able to access those Services.

How many individuals can the organization/provider serve: _____

How long do people currently wait to get into the organization's/provider's services: _____

RISK ASSESSMENT

Describe the process, if any, the organization/provider uses to check on previous convictions of employees. Describe or attach any policies and procedures regarding the hiring of a retention of people with criminal histories:

Has the organization/provider or its employees had any validated client abuse, client neglect, or rights violations claims in the last three(3) years?_If yes, explain in detail:

Describe or attach any current policies and procedures regarding client abuse, client neglect, or rights violations and the training of staff in these issues:

Does the organization/provider currently have any malpractice claims pending or closed during the past five (5) years? _____ If yes, please supply the following information:

1. Letter from your attorney explaining the facts of the case.
2. Copies of the complaint and judgment
3. Name of malpractice carrier that handled the claim and firm representing the carrier.

QUALITY MANAGEMENT/UTILIZATION MANAGEMENT

List all licenses, credentials, certifications, and/or accreditations the Proposer currently holds related to the Services. Provide copies of all licenses, certifications, accreditations.

Describe the Proposer's internal utilization management procedures. Describe methods for ensuring that individuals are receiving services in accordance with internal standards of care. Provide copies of recent reports to payors showing the Proposer's performance relative to its utilization management requirements.

Specialized Services Provided

The services provided are person-centered, family-centered, trauma-informed, and recovery oriented, being respectful of the needs of each person receiving services, their preferences, and values, and ensuring both individual involvement and self-direction of services received.

Applicants will endeavor to identify any individuals who are in need of mental health or substance use treatment and provide a referral to MHMR. If the individual identified appears to be in an immediate crisis, they will be connected to MHMR's 24/7 Crisis Hotline, 1-800-762-0157.

Type, Frequency, Quantity, and Duration of Services

1. Confidentiality Compliance,
 - a. The Contractor agrees to institute procedures for safeguarding the PHI of individuals.
 - b. The Contractor agrees to maintain individual's records in compliance with Federal/State/Local/Center Guidelines relating to the security and retention of medical/mental health/substance use treatment records, including but not limited to,
 - i. Omnibus Rule,
 - ii. 42 Code of Fed. Reg. (I)(A) § 2,
 - iii. Tex. Health and Safety Code §§ 181, 182, 576, 595, and 611, and
 - iv. Tex. Occ. Code § 159.
2. Definition Of Services,
 - a. "Psychiatric Crisis Stabilization Services" provides an individual with Licensed Professional/Providers who serve twenty-four (24) hours, providing treatment, monitoring, and supervision to individuals, in an environment designed to promote active treatment and personal safety during a psychiatric crisis.
 - b. The Contractor must ensure that all the Contractor's Staff, Licensed Professional/Providers, and facilities, that are serving individuals under this Agreement, adhere to the provisions of Tex. Health and Safety Code § 573.
 - c. The Contractor's staff provides intensive interventions, designed to relieve acute psychiatric symptoms, and restore the individual's ability to function in a less restrictive setting.
 - d. Treatment at the Contractor's facility will be effective, responsive, individualized, and focused on maintaining the least restrictive environment.
 - e. Treatment and care are delivered through a comprehensive treatment plan that promotes recovery of independence and self-sufficiency, establishes behavior management plans, and utilizes culturally competent treatment.
 - f. Treatment and care must be delivered in a way that does not violate client rights, and the Omnibus Rule.

- g. The Contractor will submit to the Center an invoice of itemized services rendered, including the number of hospitalization days, and any other required documentation of services.
3. Intended Service Recipients,
- a. The Contractor must accept individuals who are presenting both voluntarily and involuntarily.
 - b. The Contractor will not be required to admit for hospitalization,
 - i. individuals who have an unstable medical condition of a non-psychiatric nature that cannot be managed by routine physician services, and
 - ii. The Center's referrals that do not otherwise meet the Contractor's admission requirements.
 - c. Services provided for involuntary hospitalization for crisis stabilization are limited to individuals that meet the following requirements, Individuals must,
 - i. be no less than thirteen (13) years of age,
 - ii. have been involuntarily apprehended in Denton County by the DCSO/MHU or Local Law Enforcement,
 - iii. have been transported to the Contractor's facility, and
 - iv. have been admitted into the Contractor's facility pursuant to provisions of Tex. Health and Safety Code § 573.
4. Specifications Of Standard Services,
- a. All examinations and evaluations must be in accordance with,
 - i. Federal/State/Local/Center Guidelines, which govern the operation of the facility,
 - ii. all policies, procedures, and standards as required by licensing or accrediting institutions that cover the facility, and
 - iii. all written procedures of the facility.
 - b. The Contractor will provide "Psychiatric Crisis Stabilization Services" to individuals referred to the Contractor by the Center, services include, but are not limited to,
 - i. a psychiatrist on the Contractor's medical staff must perform a face-to-face mental health diagnostic evaluation of the individual as soon as possible, and not more than twenty-four (24) hours after the time the individual was admitted to the facility,
 - ii. a physician on the Contractor's medical staff must perform a face-to-face preliminary medical examination of the individual as soon as possible, and not more than twenty-four (24) hours after the time the individual was admitted to the facility,
 - iii. twenty-four (24) hour medical components including,
 - 1) nursing staff (RN's and/or LVN's under supervision of a full time RN), and
 - 2) on-call psychiatrist/physician coverage,
 - iv. psychiatric monitoring by a psychiatrist,
 - v. medical monitoring by a physician,
 - vi. psychoactive medications prescribed by a psychiatrist/physician, if clinically appropriate and accepted by the person being served,

- vii. medication monitoring by psychiatric nurses (RN's and/or LVN's under supervision of a full time RN),
 - viii. routine laboratory services,
 - ix. three meals per day,
 - x. private or semi-private room, affording appropriate privacy while permitting immediate access by the Contractor's staff to physically interdict harmful behaviors, commensurate with the person's safety needs and level of risk of harm the person exhibits,
 - xi. individual, group, and family counseling (as applicable),
 - xii. occupational therapy (as applicable),
 - xiii. play therapy (as applicable), and
 - xiv. transportation of individual (as required).
- c. When working with individuals, the Contractor will develop a comprehensive treatment plan that utilizes effective, responsive, individualized, culturally competent/appropriate, and least restrictive treatment that includes, but is not limited to,
- i. interdisciplinary, goal directed, and evidence-based treatment,
 - ii. behavior management programs,
 - iii. a promotion of recovery, independence, and self-sufficiency,
 - iv. communication that facilitates the exchange of information,
 - v. treatment that guarantees comprehensive client rights consistent with the Joint Commission's requirements,
 - vi. a reasonable and appropriate discharge plan, jointly developed by the UM/UR and the Contractor, and
 - vii. if telemedicine/telepsychiatry services are utilized, they must be provided in accordance with Federal/State/Local/Center Guidelines, and the facilities policies and procedures.
- d. The Contractor must demonstrate efforts to reduce restraint and seclusion by adopting the following tools,
- i. assessing risk factors for violence,
 - ii. assessing trauma,
 - iii. determining restraint history,
 - iv. determining seclusion history,
 - v. making environmental changes, to include,
 - 1) comfort rooms,
 - 2) sensory rooms, and
 - 3) any other meaningful clinical interventions that assist people in emotional self-management
 - vi. using de-escalation techniques, and
 - vii. using safety survey

- e. The Contractor agrees to optimize earned revenues and ensure best cost value through coordination of insurance benefits and third-party revenues.

5. Communication Requirements,

- a. All clinical paperwork, reports for admission, reports for discharge, and any other miscellaneous items required for authorizing an individual's hospitalization, must be communicated to the Center in a thorough, professional, and timely manner that guarantees an individual's client rights and is also compliant with the Omnibus Rule and other Federal/State/Local/Center Guidelines regarding PHI.
- b. The Contractor's staff must report to Center Staff all changes in treatment needs for an individual referred to the Contractor by the Center that include any treatments other than what has been preauthorized for the individual.
 - i. Report must be made within twenty-four (24) hours of change, or by the close of business on the next Center business day.
 - 1) Failure to report changes in treatment within the above timeframe will result in withholding payment for services provided before authorization for treatment changes were given.
- c. Center Staff must be informed of any pertinent information as it relates to the ability of the Contractor to care for individuals referred to the Contractor by the Center and covered by this Agreement.
 - i. Report must be made within twenty-four (24) hours of change, or by the close of business on the next Center business day.
 - 1) Failure to report pertinent information within the above timeframe will result in the withholding of payment for services covered by the information.
- d. The Contractor must provide Center Staff with reasonable and timely telephone access to all Contractor staff responsible for the care of individuals admitted to the Contractor's facility under this Agreement.
- e. The Contractor must provide the following numbers as needed to provide to the state,
 - i. bed days used per quarter,
 - ii. hours spent in restraint per quarter,
 - iii. hours spent in seclusion per quarter,
 - iv. individuals per quarter,
 - v. individuals in restraint per quarter,
 - vi. individuals in seclusion per quarter,
 - vii. number of restraint incidents per quarter, and
 - viii. number of seclusion incidents per quarter.
- b. The Contractor must notify the Center within one (1) hour of any major safety incidents which occur involving individuals referred to the Contractor by the Center, including the death of an individual. The Contractor must call,
 - i. the Senior Director of Crisis Services – (940) 594-1019,
 - ii. the Chief Operations Officer – (940) 367-1676, or

- iii. if the Contractor cannot reach the Senior Director of Crisis Services or the Chief Operations Officer within the one (1) hour timeframe, the Contractor must contact the Executive Director – (940) 594-9992.
 - c. The Contractor agrees that it will report within one (1) hour any allegations of abuse and/or neglect to the Texas Abuse Hotline,
 - i. Texas Abuse Hotline – (800) 252-5400
 - ii. Abuse and neglect reports will be made in accordance with all applicable Federal/State/Local/Center Guidelines, HHSC requirements, and Texas Department of Family and Protective Services requirements, including, but not limited to,
 - 1) 22 U.S. Code §§ 7101-7115, and
 - 2) Tex. Fam. Code § 261.
- 6. Pre-Authorization, Pre-Admission, and Admission,
 - a. The Contractor must ensure that the facility and needed staff can be accessed for emergency admissions twenty-four (24) hours per day, seven (7) days per week.
 - b. The individual must be admitted to the Contractor's facility for an authorization period not to exceed seven (7) days.
 - c. The Contractor must not admit persons on diversion days without written permission from Administrator of Behavioral Health, Executive Director, or authorized designee.
 - d. The Contractor must have a psychiatrist/physician's written order to admit an individual.
 - i. The examining psychiatrist/physician must make a written statement according to the specifications of Tex. Health and Safety Code § 573.022, prior to an individual being admitted to the Contractor's facility.
 - ii. For individuals being admitted to the Contractor's facility involuntarily, if the treating psychiatrist/physician has assessed the individual and determined that the individual has not attained psychiatric stability and continues to be a danger to his/her/their self, or others, or is at risk of further deterioration, the treating psychiatrist/physician must complete a CME, and the Contractor's staff will file a MHA with the DCMH/PC for inpatient treatment.
 - 1) The Contractor's staff must fax the completed, signed, and notarized MHA and the CME to the DCMH/PC for appropriate filing and judicial review by 8:30AM on the second (2nd) day of admission.
 - 2) The original MHA, CME, treatment progress notes, psychiatric evaluation, nursing assessment, clinical assessment, Maryland assessment of recovery in people with serious mental illness, mandatory outpatient treatment, and any other related documents must be fully and accurately prepared and presented to the DCMH/PC for the Mental Health hearing.
 - 3) The CME prepared by the admitting physician at the time of the admission of an individual to the Contractor's facility will become a court document.
 - a) It must be legible and must accompany all other associated documents at the time the individual appears in the DCMH/PC.

- b) If documentation is incomplete or illegible and cannot be used by the DCMH/PC, no additional cost will be incurred by the Center or the DCSO/MHU for the Contractor's preparation of a subsequent CME.
 - 4) The Contractor's staff must work with the DCSO/MHU to coordinate the transportation of the individual and all documents to the DCMH/PC on the date of the scheduled hearing.
 - a) In the event any documents required for the individual's hearing were not prepared or faxed on time, resulting in a rescheduling of the individual's DCMH/PC appearance, the Contractor agrees it must continue to confine the individual at the Contractor's expense until the rescheduled DCMH/PC appearance date and the Contractor's timely provision of all documentation required for the DCSO/MHU and DCMH/PC.
 - 5) Failure to accomplish these requirements will result in a withholding payment for services related to the individual's involuntary admission.
- e. The Center strongly encourages individuals needing inpatient treatment to utilize their own transportation resources to arrive at the Contractor's facility.
 - i. If the individual has no transportation options, the Center may assist the individual in securing appropriate transportation to the Contractor's facility.

7. Hospitalization,

- a. Psychiatric Examination,
 - i. A psychiatrist on the Contractor's medical staff must examine the admitted individual as soon as possible, but no later than twenty-four (24) hours after admission, or
 - 1) the time required to complete the CME, or
 - 2) as required by the DCMH/PC (if applicable).
 - ii. Face-to-face diagnostic evaluation includes, but is not limited to, determining the following,

<ul style="list-style-type: none"> 1) available resources, 2) current limitations, 3) current medications, 4) current mental conditions, 5) current mental status, 6) current physical status, 7) disposition towards treatment, 8) entire medical history, 9) existing mental conditions, 	<ul style="list-style-type: none"> 10) initial diagnosis from Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, 11) mental health hospitalization history, 12) mental health treatment history, 13) necessary treatment considerations, 14) reason for admission, and 15) social history,
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 - iii. The examining psychiatrist must issue a written and signed CME, which states, that in the psychiatrist's medical opinion, the individual(s)
 - 1) is mentally ill, as manifested by specified signs and symptoms,
 - 2) manifests a substantial risk of serious harm to him/her/their self and/or to others,

- 3) risk of harm is imminent,
 - 4) risk of harm is of a specified nature, and
 - 5) risk of harm warrants the individual being detained at the Contractor's facility as the least restrictive and appropriate action to maintain the individual/community's safety.
- b. Physical Examination,
- i. A physician (or Advanced Practice Nurse) will conduct a face-to-face medical history evaluation upon the admission of all individuals placed at the Contractor's facility for a minimum of twenty-four (24) hours.
 - ii. A physician (or Advanced Practice Nurse) will conduct a face-to-face physical examination upon admission of all individuals placed at the Contractor's facility for a minimum of twenty-four (24) hours.
 - iii. Examination will include, but not be limited to, a declaration of,
 - 1) the individual's medical stability, or lack thereof, and
 - 2) an identification of any medical conditions that, in the judgment of the examining physician, have caused and/or are contributing to the mental illness.
- c. If the event that the individual is not stable for discharge on the seventh (7th) day, the Contractor must consult with the UM/UR for the authorization of additional days in the Contractor's facility.
- i. Additional days can be approved or denied based on clinical need.
 - ii. The Contractor will submit the Center's authorization form for additional days to the UM/UR by 12PM (Noon) on the last date of coverage.
 - iii. Request by the Center to the Contractor for clinical clarification or additional clinical information must be returned within twenty-four (24) hours.
8. Discharge,
- a. Discharge planning must be initiated immediately upon admission and must continue throughout the individual's stay.
 - b. Discharge planning must include the Contractor's staff, UM/UR, the individual, and the individual's family (if family is applicable).
 - c. The written discharge plan must include,
 - i. a list of all medications prescribed during hospitalization to include quantity, refills, frequency, and dosages,
 - ii. the name of the entity responsible for payment of individual's medication,
 - iii. for individual's on Long-Acting Psychotropic Injections, the dose and date of the last injection given during hospitalization, and the dose and date for the next injection due,
 - iv. the date of a scheduled aftercare appointment with the Center, and
 - v. A transportation plan for the individual,
 - 1) The Contractor must provide the individual with transportation on day of discharge,

- 2) The location the individual must be transported to must be determined by the Contractor and UM/UR discharge planners.
- d. The Contractor must consult with UM/UR when the individual has achieved the maximum benefit from an inpatient level of care.
 - i. If the individual stabilizes before the seven (7) day authorization is over, the Contractor's staff must consult with the UM/UR for discharge.
- e. Policies for the provision of documentation to the Center for the discharged individual are,
 - i. At the time of the individual's discharge, the following are due to the Center via Xferall (or other means acceptable to the Contractor and the Center),
 - 1) hospital discharge summary,
 - 2) physician's report of individual's medical history and physical examination,
 - 3) psychiatric evaluation report,
 - 4) results of any lab tests done during time in the Contractor's facility, and
 - 5) written discharge plan.

- f. The Contractor must provide upon discharge, as medically appropriate and clinically necessary, a prescription for psychoactive medications prescribed to the individual during his/her/their hospitalization, to include authorized refills for up to thirty (30) days after discharge.
- g. If an individual is discharged outside of Normal Business Hours, the Contractor must notify the Center's Psychiatric Triage Center – (940) 381-9965 and allow Center Staff to speak directly to the individual to schedule an aftercare appointment.
- h. If an individual is discharged outside of Normal Business Hours, the Contractor must notify the Center's Nurse-On-Call to coordinate for the providing of the individual's medication needs.
 - i. A Contractor's Licensed Professional/Provider may determine prior to a probable-cause hearing that the individual no longer meets the criteria for emergency detention set forth in Tex. Health and Safety Code § 573.022.
 - ii. In such cases, the individual will be released in accordance with Tex. Health and Safety Code § 573.023, and the Contractor must notify,
 - 1) the DCSO/MHU – (940) 349-1600 that emergency involuntary detention is not necessary,
 - a) If determination is made less than one (1) hour after the DCSO/MHU deputy has left the Contractor's facility, the deputy will be asked to promptly return to the facility to transport the individual to an appropriate location within Denton County.
 - b) If determination is made more than one (1) hour after the DCSO/MHU deputy has left the Contractor's facility, the Contractor will be responsible for providing transportation to the individual to an appropriate location within Denton County.
 - i) The Contractor will incur any necessary cost for the transportation of the individual.
 - 2) The Center, and
 - a) If the release occurs during Normal Business Hours, the Contractor will notify the Center via Xferall (or other means acceptable to the Contractor and the Center), and the UM/UR within one (1) hour of the individual's release.
 - i) Failure to notify the Center and the UM/UR within the specified timeframe will result in withholding of payment for services provided.
 - b) If the release occurs after normal business hours, the Contractor will notify the Center's Psychiatric Triage Center – (940) 381-9965 within one (1) hour of the individual's release.

- i) The Contractor must then further notify the Center via Xferall (or other means acceptable to the Contractor and the Center) and the UM/UR of the individual's release within one business day.
 - ii) Failure to notify the Center's Psychiatric Triage Center, the Center via Xferall (or other means acceptable to the Contractor and the Center), and the UM/UR within the specified timeframes, will result in withholding payment for services provided.
- c) Notifications to the Center from the Contractor must include the following information,
 - i) the time the individual was released and the reason(s) for release,
 - ii) the destination in Denton County to which the individual will be or has been transported, and
 - iii) all medications given and/or prescribed.
- 3) the DCMH/PC – (940) 349-2046 no later than 8:00AM on the first business day following the individual's release.

9. Transfer Of an Individual,

- a. The Contractor must consult with UM/UR when the Contractor can no longer provide the least restrictive, most appropriate treatment environment for an individual, so that the Contractor and the Center can collaborate on the transfer of the individual to other appropriate treatment options, which may include transferring to a State Hospital.
- b. All transfers from the Contractor's facility to a State Hospital will be coordinated with the Denton County Mental Health Investigative Unit.
 - i. Neither the Center nor the Contractor is responsible for the cost or payment for any type of transportation to any State Facility.

c. Medical Emergencies,

- i. The Contractor must provide and assist individuals with medical emergencies in accessing appropriate urgent/emergent medical care.
- ii. The Contractor must notify Center Staff of medical emergencies within twenty-four (24) hours of occurrence, or by the Center's next business day.
- iii. The Center will not incur the cost of urgent/emergent/emergency medical care rendered to individuals treated under this Agreement.
- iv. The Contractor must transfer individuals experiencing an acute medical condition or medical emergency to a medical facility to receive medical treatment following the Emergency Medical Treatment and Labor Act of 1986.

10. Procedures For Compliance and Center Monitoring,

- a. Pursuant to Tex. Health and Safety Code § 534.060, as amended, the Contractor agrees to allow the Center, its representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other

information under the control of the Contractor, as necessary, to enable the HHSC or the Center to audit, monitor, and review all financial or programmatic activities in services associated with this Agreement.

- b. Compliance Program,
 - i. The Contractor acknowledges that he/she/they are aware that the Center's compliance program is designed to promote compliance by the Center and its covered contractors, with the requirements of Medicare, Medicaid, and other federal healthcare programs.
 - ii. The Contractor further acknowledges that he/she/they have received a copy of the Center's Code of Conduct and will abide by such Code of Conduct and will participate, as necessary, in the Center's compliance program.
- c. Quality Management and Monitoring,
 - i. The Contractor agrees,
 - 1) to conduct quality management activities including organizational self-assessments and measures of satisfaction as specified by the Center,
 - 2) to comply with utilization management requirements as specified by the Center, and
 - 3) to comply with the Center's monitoring procedures, including submission of reports and data and other information requested by the Center.
- d. In the event Center Staff come to monitor an individual's condition face-to-face during his/her/their stay, the following procedure applies,
 - i. Center Staff must sign in and out at the front desk of the Contractor's facility,
 - ii. Center Staff must schedule the visit through the therapist, and
 - iii. Center Staff must be escorted at all times as required by the Contractor's visitation policy for the facility.
 - 1) Except when an individual requests to speak privately with Center Staff.
 - 2) In the event the individual requests to speak privately with Center Staff an office must be provided by the Contractor's staff.

Attachment C

ATTESTATION

Are there any reasons you would be unable to perform the essential functions required with or without accommodation?

☐ Yes, if yes, please explain on a separate sheet ☐ No

I hereby attest to the following:

- I do not currently use any illegal drug.
- I have reported accurately and completely any reason(s) for any inability to perform the essential functions required with, or without, accommodation.
- I have reported accurately any history of felony convictions or client abuse and neglect.
- I have reported accurately any chronological work history.
- I consent to the inspection of records and documents pertinent to this Application, including the release by any person to Denton County My Health My Resources Center, *dba* Denton MHMR Center (the Center) of all information that may reasonably be relevant to an evaluation and verification of this Application or evaluation of professionals or institutions with which Organization/Individual has been or is currently associated.
- The information submitted in and with the application is complete and correct to the best of my knowledge.

Signature of Individual or Organization's Authorized Representative

Date

Printed Name

Title (if applicable)

Organization/Program Name (if applicable)

Attachment D

GENERAL AUTHORIZATION FOR RELEASE OF INFORMATION

I, the undersigned Individual, or authorized representative of Organization (acting on Organization's behalf), hereby authorize Denton County My Health My Resource Center *dba* Denton County MHMR Center (The Center) to obtain any and all information required to complete a review and primary source verification of Organization/Individual's credentials. Information and documents to be reviewed include, but are not limited to, licensure/certification, accreditations, education, and claims made against licensure/certification, malpractice insurance and claims.

I, the undersigned Individual or authorized representative of Organization, hereby release from liability and hold harmless for the consequences of any disclosure, to the fullest extent permitted by law, the named references in this Application and Denton County My Health My Resource *dba* Denton County MHMR Center (The Center) for their written and oral statements, decisions, and actions in connection with evaluating Organization/Individual's Application for network approval including, without limitation, Organization/Individual's experience, competencies and qualifications, health status, emotional stability, professional ethics, and character. Organization/Individual hereby releases from liability any and all individuals and organizations reviewing this Application for their acts performed in good faith and without malice in connection with evaluating this Application and the credentials and qualifications. Organization/Individual also released from any liability any and all individuals and organizations who provide information in good faith and without malice concerning the above release items.

A photostat, electronic or facsimile copy of this original statement constitutes Organization/Individual's written authorization and requests to release any and all documentation relevant to Denton County My Health My Resource Center *dba* Denton County MHMR Center credentialing and/or network approval process. Such photostat, electronic or facsimile copy shall have the same force and effect as the signed original.

Signature of Individual or Organization's Authorized Representative

Date

Printed Name

Title (if applicable)

Organization/Program Name (if applicable)

Attachment E

ASSURANCES DOCUMENT

Applicant assures the following:

1. That all addenda and attachments to the Application as distributed by MHMR have been received.
2. No attempt will be made by the Applicant to induce any person or firm to submit or not to submit an Application, unless so described in the response document.
3. The Applicant does not discriminate in its services or employment practices based on race, color, religion, sex, national origin, ethnicity, disability, veteran status, or age.
4. That no employee of Denton County MHMR and/or no member of Denton County MHMR's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the applicant is unable to make the affirmation, then the applicant must disclose any knowledge of such interests.
5. All cost and pricing information is reflected in the Application response document or attachments.
6. Applicants accept the terms, conditions, criteria, and requirements set forth in the Application.
7. Applicants accept Denton County MHMR's right to cancel the Application at any time prior to contract award.
8. Applicant accepts Denton County MHMR's right to alter the timetables for procurement as set forth in the Application.
9. The application submitted by the Applicant has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
10. Unless otherwise required by law, the information in the application submitted by the Applicant has not been knowingly disclosed by the Applicant to any other Applicant(s) prior to the notice of intent to award.
11. 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.
12. Denton County MHMR has the right to complete background checks and verify information.
13. The individual signing this document and the contract is authorized to legally bind the Applicant.
14. The address submitted by the Applicant to be used for all notices sent by Denton County MHMR is current and correct.

Signature of Authorized Representative

Title (if applicable)

Date

Attachment F
CERTIFICATION REGARDING LOBBYING, GRANTS, LOANS, &
COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontractors, subgrant, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Individual or Organization's Authorized Representative

Date

Printed Name

Title (if applicable)

Organization/Program Name (if applicable)

Attachment G
EXECUTIVE LEADERSHIP TEAM

TITLE	NAME	BUSINESS ADDRESS	BUSINESS PHONES #
Executive Director	Pam Gutierrez	2519 Scripture St, Denton, TX 76201	(940)381-5000
Chief Operations Officer	Fonny Cooper Wright	2519 Scripture St, Denton, TX 76201	(940)381-5000
Chief Financial Officer	Michelle Conrad	2519 Scripture St, Denton, TX 76201	(940)381-5000
Chief Medical Officer	Dr. Meena Vyas	2519 Scripture St, Denton, TX 76201	(940)381-5000
Chief Human Resources Officer	Erin Posey	2519 Scripture St, Denton, TX 76201	(940)381-5000
Chief Clinical Officer	Wakeelah Adelegan	2519 Scripture St, Denton, TX 76201	(940)381-5000
Chief Technology Officer	Ritch Wright	2519 Scripture St, Denton, TX 76201	(940)381-5000
Senior Director of Nursing	Azeb Abate	2519 Scripture St, Denton, TX 76201	(940)381-5000
Senior Director of IDD Services	Wesley Warren	2519 Scripture St, Denton, TX 76201	(940)381-5000
Senior Director of Community Integration Services	Karen Simmons-Clifton	2519 Scripture St, Denton, TX 76201	(940)381-5000
Senior Director of Crisis Services	Dallas Hamilton	2519 Scripture St, Denton, TX 76201	(940)381-5000
Senior Director of QM/UM	Veronica Armendariz	2519 Scripture St, Denton, TX 76201	(940)381-5000
Senior Director of Behavioral Health	Jessica Pham	2519 Scripture St, Denton, TX 76201	(940)381-5000
Senior Director of Clinical Services	Sharon Jones	2519 Scripture St, Denton, TX 76201	(940)381-5000
Director of Procurement	Randi Silar	2519 Scripture St, Denton, TX 76201	(940)381-5000
Director of Facilities	Alex Wright	2519 Scripture St, Denton, TX 76201	(940)381-5000
HR Director	Jennifer Akcali	2519 Scripture St, Denton, TX 76201	(940)381-5000
Assistant Medical Director	Rohini Ravindran	2519 Scripture St, Denton, TX 76201	(940)381-5000
Clinical Operations Director	Sarah Yeoman	2519 Scripture St, Denton, TX 76201	(940)381-5000

Controller	Margie Lea	2519 Scripture St, Denton, TX 76201	(940)381-5000
Director of Behavioral Health	Melodye McKaye	2519 Scripture St, Denton, TX 76201	(940)381-5000
Executive Assistant	Taylor Warren	2519 Scripture St, Denton, TX 76201	(940)381-5000
Billing Director	Judith Michael	2519 Scripture St, Denton, TX 76201	(940)381-5000
Chair, Finance Committee Chair, Facilities & Assets Committee	Dianne Hickey		
Vice Chair, Finance Committee, Facilities & Assets Committee	Arthur K. Sayre		
Board Secretary – Ad Hoc Committee	Judi Swayne		
Board Member – Personnel Committee	Cynthia Jones		
Board Member – Facilities & Assets Committee	Douglas Lee		
Board Member – Vice Chair Personnel Committee	Jack Phillips		
Board Member – Chair Facilities & Assets Committee	Ron Marchant		
Vice Chair of the Personnel Committee	Linda Holloway, PHD		
Ad Hoc Committee Chair	Patti Dunn		
Facilities & Assets Committee	Leah Strittmatter		
Board Member	Isabel Hernandez		

Attachment H

Local Authority's Bars to Workforce/Contracting

The names of all Denton County MHMR prospective workforce and contract providers are cleared through a pre-employment/contracting criminal history and registry clearance. The clearance will search data from the Texas Department of Public Safety, the U.S. Department of Health and Human Services Office of the Inspector General (OIG) List of Excluded Individuals, the Texas Department of Human Services Nurse Aide Registry and Employee Misconduct Registry, and the Texas Department of State Health Services Client Abuse and Neglect Reporting System. Additionally, a Federal Bureau of Investigation (FBI) fingerprint clearance is conducted for those individuals who have resided outside the state of Texas within the past two years of Application. A conviction for any of the offenses listed below is a bar to employment with and/or providing contracted services for Local Authority:

- Kidnapping and unlawful restraint (Penal Code, Chapter 20); Criminal homicide (Penal Code, Chapter 19);
- Indecency with a child (Penal Code, §21.11) or continuous sexual abuse of young child or children (Penal Code, §21.02);
- Sexual assault (Penal Code, §22.011); Aggravated assault (Penal Code, §22.02);
- Injury to a child, elderly individual, or disabled individual (Penal Code, §22.04); Abandoning or endangering a child (Penal Code, §22.041);
- Aiding suicide (Penal Code, §22.08),
- Agreement to abduct from custody (Penal Code, §25.031); Sale or purchase of a child (Penal Code, §25.08);
- Arson (Penal Code, §28.02); Robbery (Penal Code, §29.02);
- Aggravated robbery (Penal Code, §29.03); Indecent exposure (Penal Code, §21.08);
- Improper relationship between educator and student (Penal Code, §21.12); Improper photography or visual recording (Penal Code, §21.15);

- Deadly conduct (Penal Code, §22.05); Aggravated sexual assault (Penal Code, §22.021); Terrorist threat (Penal Code, §22.07);
- Online solicitation of a minor (Penal Code, §33.021); Money laundering (Penal Code, §34.02);
- Medicaid fraud (Penal Code, §35A.02); Cruelty to animals (Penal Code, §42.09); or
- A conviction under the laws of another state, federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense listed under this paragraph; and
- A conviction of any of the following offenses during the five years before proposed employment or contract issuance:
 1. Assault that is punishable as a Class A misdemeanor or as a felony (Penal Code, §22.01);
 2. Burglary (Penal Code, §30.02);
 3. Theft that is punishable as a felony (Penal Code, Chapter 31);
 4. Misapplication of fiduciary property or property of a financial institution that is punishable as a Class A misdemeanor or felony (Penal Code, §32.45);
 5. Securing execution of a document by deception that is punishable as a Class A misdemeanor or a felony (Penal Code, §32.46),
 6. False identification as a peace officer (Penal Code, §37.12); or
 7. Disorderly conduct (Penal Code, §42.01(a)(7), (8), or (9)).

In addition, the following will apply to all Applicants:

1. A conviction of other types of criminal offenses may be considered a bar to employment or contracting with Local Authority, in Local Authority's discretion.
2. Identification of a revoked license in the Nurse Aide Registry; or
3. Identification as "unemployable" in the Employee Misconduct Registry

Attachment I
CRIMINAL BACKGROUND CHECK FORM

LEGAL NAME: FIRST: _____ **LAST:** _____

SOCIAL SECURITY #: _____ **DATE OF BIRTH:** _____

GENDER: _____ **RACE:** _____ **EMAIL ADDRESS:** _____

MAILING ADDRESS: _____ **PHONE #:** _____

LIST ALL THE STATES YOU HAVE LIVED IN THE LAST TWO YEARS (INCLUDING TX):

In addition to obtaining criminal history record information from TDPS, local authorities must obtain criminal history information for applicants who have lived outside of the State of Texas at any time during the two years preceding the contract through the FBI using a complete set of fingerprints on the official FBI card. DCMHMR Center assumes no liability nor responsibility should the results of this background check, nurse aid registry check, misconduct registry check, or debarred vendor check divulge that the applicant is ineligible for consideration as a provider of services.

With the below signature, I give Denton County MHMR Center my permission to run the above-described background check, as well as the nurse aide registry, misconduct registry check and debarred vendor check. I also declare my full understanding that the above test will be performed by Denton County MHMR Center on an annual basis. If the LEIE check applies, the LEIE check will be performed by Denton County MHMR Center on a monthly basis.

Signature of Contractor

Date

If Provider, its officers, employees, or agents have a conviction as described in this section, then Agreement may be terminated without prior notice. For the purpose of this Agreement, convictions of criminal offenses which constitute an absolute bar to employment are (a) criminal homicide; (b) kidnapping, unlawful restraint, and smuggling of persons; (c) continuous sexual abuse of young child or children or indecency with a child; (d) sexual assault; (e) aggravated assault; (f) injury to a child, elderly individual, or disabled individual; (g) abandoning or endangering child; (h) aiding suicide; (i) agreement to abduct from custody; (j) sale or purchase of child; (k) arson; (l) robbery; (m) aggravated robbery; (n) indecent exposure; (o) improper relationship between educator and student; (p) improper photography or visual recording; (q) deadly conduct; (r) aggravated sexual assault; (s) terroristic threat; (t) exploitation of child, elderly individual, or disabled individual; (u) online solicitation of a minor; (v) money laundering; (w) Medicaid fraud; (x) obstruction or retaliation; (y) cruelty to livestock animals or cruelty to no livestock animals; or (z) a conviction under the laws of another state, federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense listed by this subsection. A person may not serve in a position the duties of which involve direct contact with an individual receiving services before the fifth (5th) anniversary of the date the person is convicted of (a) assault that is punishable as a Class A misdemeanor or as a felony; (b) burglary; (c) theft that is punishable as a felony; (d) misapplication of fiduciary property or property of a financial institution that is punishable as a Class A misdemeanor or felony; or (e) securing execution of a document by deception that is punishable as a Class A misdemeanor or a felony; (f) false identification as a peace officer; or (g) disorderly conduct.

Attachment J
FORM W-9

Request for Taxpayer Identification Number and Certification

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

(Attach completed form as part of the application)