



**THE CENTER FOR HEALTH CARE
SERVICES**

**REQUEST FOR QUALIFICATIONS
("RFQ")
(RFQ-2018-002)**

for

Adult Inpatient Psychiatric Hospital Services

Release Date: 9/13/2017
Proposals Due: 10/13/2017

001 - TABLE OF CONTENTS

001 - TABLE OF CONTENTS 2
002 - BACKGROUND 3
003 - SCOPE OF SERVICES 4
004 - ASSURANCES 8
005 - TERM OF CONTRACT 9
006 – PRE-SUBMITTAL CONFERENCE 9
007 - PROPOSAL REQUIREMENTS 9
008 - SUBMISSION OF PROPOSAL 10
009 - RESTRICTIONS ON COMMUNICATION 11
010 - EVALUATION OF CRITERIA 11
011 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS 12
012 - SCHEDULE OF EVENTS 13
013 - INSURANCE REQUIREMENTS 13
014 - RFQ ATTACHMENTS 16

002 - BACKGROUND

The Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services ("CENTER") is a 1000+ employee, multi-facility community mental health and mental retardation center created under the authority of Section 534.001 of the Texas Health and Safety Code by its sponsoring agencies, Bexar County and Bexar County Hospital District d/b/a University Health System. The CENTER has been providing services to Bexar County residents experiencing mental health, intellectual developmental disabilities and/or substance abuse issues for over fifty years and is the Texas Health and Human Services Commission-designated Local Mental Health Authority for Bexar County, Texas. The CENTER is considered a quasi-governmental entity, a political subdivision of the state of Texas, but is not a Texas state agency. The CENTER'S administrative offices are located at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas 78213.

003 - SCOPE OF SERVICES

THE CENTER FOR HEALTH CARE SERVICES is issuing a Request for Qualifications (RFQ) for ADULT INPATIENT PSYCHIATRIC HOSPITAL SERVICES.

The Center for Health Care Services ("CENTER") is accepting Responses from qualified and interested vendors (herein "Respondent") capable of providing Adult Inpatient Psychiatric Hospital Services to CENTER-authorized persons with serious mental illness who reside in Bexar County, as further defined in this Request for Qualifications ("RFQ") document.

Inpatient Psychiatric Intensive Care

As required by the CENTER'S contract with the Texas Health and Human Services Commission (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 symptomatology and restore patient's ability to function in a less restrictive setting. The services to be provided shall include: (a) crisis stabilization and assessment; (b) acute care psychiatric treatment, and (c) appropriate disposition in conjunction with CENTER'S 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:

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

Admission, Continuity of Care, and Discharge Requirements

Provider shall provide the full array of services that comply with admission, continuity of care and discharge requirements as outlined below:

Effective, responsive, individualized, and least restrictive treatment;

Treatment and care through the development and implementation of a Comprehensive Treatment Plan and corresponding intervention(s) including but not limited to:

A reasonable and appropriate discharge plan that is JOINTLY DEVELOPED by the CENTER and the Provider;

Communication that will facilitate the exchange of information needed to accomplish common Utilization Management activities;

As HHSC continues to utilize DSM IV, GAF scores must be included on admission and all discharge summaries must include the 5 axes and must be completed, signed, and forwarded to CENTER intake within 24 hours of discharge.

Promotion of recovery, independence, and self-sufficiency;

Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy rules;

Comprehensive client/patient rights consistent with regulatory and Joint Commission or other HHSC-approved accreditation requirements;

Interdisciplinary, goal-directed and evidence-based treatment;

Behavior management program;

Culturally competent treatment; and

Telemedicine (if currently provided), in accordance with applicable HHSC rules and regulations.

Provider shall demonstrate efforts to reduce restraint and seclusion by adopting and implementing the following restraint/seclusion reduction tools:

Using assessment tools to identify risk factors for violence and seclusion and restraint history;

Using a trauma assessment;

Using tools to identify persons with risk factors for death and injury;

Using de-escalating or safety surveys; and

Making environmental changes to include comfort and sensory rooms and other meaningful clinical interventions that assist people in emotional self-management.

Provider must comply with the following standards regarding admission, continuity of care and discharge:

Provider must not allow admissions without CENTER approval. The CENTER will maintain an admission queue and will inform Provider(s) of the next patient up for admission. Admissions without express CENTER referral from the queue will not be eligible for payment;

When the Provider admits a patient, a physician must issue and sign a written order admitting the patient;

The Provider must conduct an intake process as soon as possible, but not later than 24 hours after the patient is admitted;

Upon admission of a patient to Provider, the Provider must begin discharge planning for the patient with the CENTER. Provider(s) will inform CENTER'S MCOT of anticipated discharges as soon as they are known;

Discharge planning must involve the Provider treatment team, the designated CENTER liaison staff or other CENTER-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;

Discharge planning must include, at a minimum, the following activities:

A determination of the following:

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 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

Development of a transportation plan

Capacity to be Procured and Patients Served

The Service Capacity being procured is a minimum of 30 to a maximum of 45 adult psychiatric inpatient hospital beds. Procured beds must be available for CENTER use at all times. The Local Service area for patients served under this proposal is Bexar County. The CENTER retains the right to allocate capacity among multiple contract awardees.

Provider(s) will serve CENTER-authorized and referred patients who may be voluntary or involuntary through the civil commitment process.

All admissions will be authorized and approved in advance by CENTER through a process which will be developed and outlined in the awarded Contract(s).

Provider(s) will conduct medical screening evaluations and make medical condition determinations of CENTER-authorized patients.

A patient will not be eligible for admission to the Provider if the patient is adjudicated incompetent to stand trial pursuant to Texas Code of Criminal Procedure, Article 46B.073(d), Article 46B.080, or Article 46B.102, or if pending charges make the patient eligible for maximum security admission pursuant to Texas Code of Criminal Procedure, Article 46B.073(c) or Article 46B.104.

Data Collection

Provider shall timely comply with all data collection and reporting requirements outlined by CENTER, with data entry/submission of reporting elements within two business days of receipt/action and discharge summary data to be entered/submitted within 24 hours following discharge. Data elements to be regularly reported to CENTER shall include, but not be limited to the following:

- Patient demographic information, including but not limited to, name, address, date of birth, and social security number;
- Patient admission date and discharge date;
- CENTER authorization number;
- Maintain accreditation and certifications;
- Report and evaluate findings from Joint Commission or other HHSC-approved accreditation Self-Assessment Tool (ongoing);
- Establish a baseline of the rate of confirmed allegations of abuse and neglect and demonstrate efforts to reduce such occurrences (ongoing);
- Report patient complaints and grievances;
- Demonstrate efforts to reduce the restraints and seclusion rate with a goal of zero (ongoing); Utilize the Behavioral Restraint and Seclusion Monitoring Instrument;
- Maintain 95% compliance for data integrity review (DIR) measures;
- Calculate, trend and review rate of patient injuries, according to best hospital practices;
- Continue to demonstrate efforts to reduce patient injuries caused by behavioral restraint and seclusion;
- Report patients satisfaction using a nationally accepted program; and
- Ad hoc reports, as required by CENTER

See Exhibit II, HHSC Data Reporting Elements & Schedule, for a full listing of standard HHSC-required data reporting elements and submission frequency.

Compliance with Applicable Law

Providers shall comply with all applicable state and federal laws and regulations related to:

The provision of inpatient mental health services, including, but not limited to:

- Emergency Medical Treatment and Labor Act of 1986;
- Texas Health and Safety Code Chapters 241, 571, 575, 576, and 577; and
- Title 25 Texas Administrative Code:
 - Chapter 133 (relating to Hospital Licensing)
 - Chapter 134 (relating to Private Psychiatric Hospitals and Crisis Stabilization Units);
 - Chapter 404, Subchapter E (relating to Rights of Persons Receiving Mental Health Services);
 - Chapter 405, Subchapter E (relating to Electroconvulsive Therapy);
 - Chapter 411, Subchapter J (relating to Standards of Care and Treatment in Psychiatric Hospitals);
 - Chapter 414, Subchapter I (relating to Consent to Treatment with Psychoactive Medication – Mental Health Services); and
 - Chapter 415, Subchapter F (relating to Interventions in Mental Health Programs).

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).

Provider Eligibility Requirements

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

Licensing and Accreditation

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.

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 Attachment.

Providers are registered as an organization with the Secretary of State to do business in Texas;

Professionals to provide services hold current and valid Texas licenses and/or certifications;

Providers and staff to perform services meet minimum and mandatory credentialing requirements for the services to be provided;

Providers are able to provide, directly or through interpretation, services in the language of the person receiving services and to hearing impaired patients;

Providers can engage and involve patients, their legally authorized representatives, and families in the policy and practice levels within the applicant's organization or individual practice;

Providers have the ability and capacity to provide inpatient hospital services to individuals referred by the LMHA for admission; and

Providers have the ability to provide services in compliance with HHSC contract requirements.

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.

Center Responsibilities

The Center will be responsible for authorizing services, reviewing claims and paying for appropriate, authorized services rendered by contracted Provider(s). The Center is also responsible for utilization management and quality assurance, and providing oversight, to include contract monitoring with the enforcement of possible sanctions and/or termination of the contract for noncompliance. The Center ensures that contracted services addressing the needs of consumers are provided as required by HHSC, and comply with the rules and standards adopted under Section 534.052 of the Texas Health and Safety Code, and Chapter 412, Subchapter G of the Texas Administrative Code. In any awarded contract(s) with the Respondent(s), the Center will not agree to waive its governmental immunities, engage in binding arbitration, or agree to indemnification of contractor or any limitation of contractor's liability. The contract will require that it will be construed and enforced in accordance with the laws of the State of Texas and that venue shall lie in Bexar County Texas.

Provider Responsibilities

Provider will identify (a) a single psychiatrist as medical director for CENTER-contracted beds and (b) a single point of contact for any administrative issues related to the contract. The Provider will be responsible for submitting all original documentation reflecting service provision within CENTER-required timelines, will maintain additional secondary records regarding treatment and/or services rendered to the CENTER's consumers with mental illness required by law, regulation, HHSC and CENTER standards, and allow the CENTER access to such records upon request. The Provider will be required to comply with all state and federal laws regarding the confidentiality of consumer records and non-discrimination. The Provider will provide acceptable levels of care, maintain acceptable levels of liability insurance, and necessary licenses and accreditations. The Provider will also agree that its name may be used, along with a description of its facilities, care, and services in any information distributed by the CENTER listing its contracted service providers. The Provider must comply with the rules and standards adopted under Section 534.052 of the Texas Health and Safety Code and applicable local, state, and federal laws, rules and regulations.

004 - ASSURANCES

The Respondent assures the following (signature required):

1. That all addenda and attachments to the RFQ as distributed by CENTER have been received.
2. No attempt will be made by the Respondent to induce any person or firm to submit or not to submit a Proposal, unless so described in the RFQ document.
3. The Respondent does not discriminate in its services or employment practices on the basis of race, color, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
4. That no employee of CENTER or the Texas Health and Human Services Commission ("HHSC"), and no member of CENTER'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 Proposal must disclose any knowledge of such interests.
5. Respondent accepts the terms, conditions, criteria, and requirements set forth in the RFQ.
6. Respondent accepts CENTER's right to cancel the RFQ at any time prior to contract award.
7. Respondent accepts CENTER's right to alter the timetables for procurement as set forth in the RFQ.
8. The Proposal submitted by the Respondent has been arrived at independently without consultation, communication, or agreement with another party for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Proposal submitted by the Respondent has not been knowingly disclosed by the Respondent to any other Respondent prior to the notice of intent to award.
10. No claim will be made to CENTER for payment to cover costs incurred in the preparation of the submission of the Proposal or any other associated costs.
11. CENTER has the right to complete background checks and to verify information submitted by a Respondent.
12. The individual signing this document and the contract is authorized to legally bind the Respondent.
13. The address submitted by the Respondent to be used for all notices sent by CENTER is current and correct.
14. All cost and pricing information is reflected in the Proposal documents or attachments.
15. That the Respondent is not currently held in abeyance or barred from the award of a federal or state contract.
16. 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.
17. Respondent shall disclose whether any of the directors or personnel of Respondent has either been an employee or a trustee of CENTER within the past two (2) years preceding the date of submission of the Proposal. This requirement applies to all personnel, whether or not identified as key personnel. If such employment has existed, or term of office served as trustee, the Respondent shall state in an attached writing the nature and time of the affiliations as defined.
18. Respondent shall identify in an attached writing any trustee or employee of CENTER who has a financial interest in Respondent or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. Moreover, Respondent shall state in an attached writing whether any of its directors or personnel knowingly has had a personal relationship with employees or officers of CENTER within the past two (2) years that may interfere with fair competition.
19. No current or former employee or officer of a federal, state, or local governmental agency, and/or the CENTER directly or indirectly aided or attempted to aid in the procurement of Respondent's services.
20. Respondent shall disclose in an attached writing the name of every CENTER key person with whom Respondent is doing business or has done business during the 365 day period immediately prior to the date on which the Proposal is due; failure to include such a disclosure will be a binding representation by Respondent that the natural person executing the Proposal has no knowledge of any CENTER key persons with whom Respondent is doing business or has done business during the 365 day period prior to the immediate date on which the Proposal is due.
21. Under Section 231.006 of the Texas Family Code, the vendor or Respondent certifies that the individual or business entity named in this Proposal is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
22. Respondent has no conflict of interest and meets the standards of conduct requirements pursuant to Texas Administrative Code Section 412.54(c).
23. That all information provided in the Proposal is true and correct.

Company Name: _____

Contact Person: _____

Address: _____

Telephone: _____

Signature: _____

Printed Name of Signing Authority

Date

005 - TERM OF CONTRACT

The anticipated term of a contract awarded in response to this RFQ is two (2) years. The Center shall have the option to renew under the same terms and conditions for up to three (3) additional one (1) year extensions. All renewals shall be in writing and signed by President/CEO, or their designee, after approval by the Center's Board of Trustees. The Center may terminate a contract at any time if funds are restricted, withdrawn, not approved or for unsatisfactory service.

006 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the Center for Health Care Services, Board Room, located at 6800 Park Ten Blvd., Suite 200-S, San Antonio, Texas 78213 at 3:00 PM Local Time, on September 22, 2017.

This meeting place is accessible to disabled persons. The Center for Health Care Services, Board Room is wheelchair accessible. The accessible entrance is located at 6800 Park Ten Blvd. Accessible parking spaces are located at 6800 Park Ten Blvd. Respondents that are unable to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Dial-In Toll Telephone Number: 210-714-4201

Dial-In Toll-Free Telephone Number: 1-800-717-4201

Access Code: 18015#

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the Center. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the Center shall not be binding on the Center. Respondents are encouraged to resubmit their questions in writing, to the Center Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

007 - RESPONSE REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below.

Respondents must submit a hard copy proposal. Submit one original, signed in ink and five (5) copies of the proposal and one (1) USB containing a copy of the entire proposal in **Microsoft Word** format.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

ASSURANCES. Please complete, sign and submit form found in this RFQ.

GENERAL INFORMATION FORM. Use the Form found in this RFQ as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFQ as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFQ as Attachment A, Part Three.

PROOF OF INSURABILITY. Respondent shall submit a copy of their current insurance certificate.

EXCEPTIONS. Use Form found in this RFQ as Attachment B.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFQ as Attachment C. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFQ as Attachment D.

Respondent is expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

The Contractor shall, at its own expense, conduct criminal background checks on all personnel and subcontractors assigned to provide services on CENTER property. The background checks must satisfy the requirements of the CENTER's licensing and regulatory agencies. Proof that such checks have been conducted will be provided by the Contractor to the CENTER upon request.

The Respondent must indicate whether or not it will be subcontracting portion(s) of services contained in this RFQ's Scope of Services. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted. Provide the subcontractor's qualifications that meet the requirements of the Scope of Services. The CENTER reserves the right to refuse the selection of any subcontractor(s) by Contractor for reasonable cause.

Invoices shall be issued on a time and material basis for services rendered. The CENTER will pay invoices within 30 days of receipt (commercial credit) only after services have been performed. The Contractor shall invoice each facility separately with individual invoices to include credits (if any) in the same invoice. The CENTER is a tax exempt entity.

008 - SUBMISSION OF PROPOSAL

Please complete all questions in the order that they are presented in this Request for Qualifications ("RFQ"). Include all questions and question numbers in your responses. Any additional comments or information may be provided at the end of your answers to all proposal questions. If a question does not apply to the Respondent, simply and clearly document "N/A". Scoring and evaluation is based on completed questions. Unanswered questions will be considered omissions. The CENTER reserves the right to review only completed Proposals. The CENTER 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.

Instructions for Submitting Proposals

Respondents may submit their Questions pertaining to this RFQ to Adam Velez, Contract Administrator, by email to AVelez@chcsbc.org, please carbon copy contracts@chcsbc.org before September 27, 2017 at 12:00 p.m. Please refrain from contacting the Center's Board of Trustees members during the search process and direct all inquiries to the contact person listed above. A written response to questions will be posted to the Center's website. Only those written questions received prior to the September 27, 2017 deadline will be addressed.

Respondent shall submit one (1) original, signed in ink, five (5) hard copies and one (1) USB which contains the Proposal in **Microsoft Word** format in a sealed package clearly marked with the project name, "**Adult Inpatient Psychiatric Hospital Services, RFQ 2018-002**" on the front of the package by no later than 3:00 p.m. Local Time, on October 13, 2017. Responses may be delivered by regular mail, special carrier, or hand delivery to the Center's administrative offices at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas, 78213. Submission of bids by telephone, facsimile transmission or e-mail will not be accepted. Untimely proposals will be rejected and/or returned unopened. Proposals may be withdrawn at any time prior to actual contract award. The Center reserves the right to reject any and all proposals, to waive technicalities, and to accept any advantages deemed beneficial to the Center and its consumers. It is the Center's intent to evaluate proposals, and/or services in order to achieve the best value for Center employees and operations. Interviews or site visits may be conducted to further evaluate competitive proposals, and to select one or more proposals as finalists for consideration for award of a contract. Each firm which submits a complete proposal but is not awarded a contract will be notified in writing that the proposal is no longer being considered. Any information contained in the proposal that is deemed to be proprietary in nature must clearly be so designated in the proposal. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

Correct Legal Name.

Respondents who submit proposals to this RFQ shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other

partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFQ as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Contracting & Procurement shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the Center upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, Center cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

Exceptions - Any exception to an item in the solicitation must be clearly set out and fully explained in the proposal as to why the respondent is taking exception. Be specific as to the reasons for the exception in Attachment C.

009 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) Center Board of Trustees regarding the RFQ or proposals from the time the RFQ has been released until the contract is posted as an agenda item; and 2) Center employees from the time the RFQ has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with Center employees include:

Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed below until 12:00 PM, Local Time, September 27, 2017. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Adam Velez
Contract Administrator
The Center for Health Care Services
AVelez@chcsbc.org (Carbon Copy Contracts@chcsbc.org)

Questions submitted and the Center's responses will be posted with this solicitation to the Center's website.

Center reserves the right to contact any Respondent to negotiate if such is deemed desirable by Center. Such negotiations, initiated by Center staff persons, shall not be considered a violation by Respondent of this section.

010 - EVALUATION OF CRITERIA

The Center will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFQ. The Center may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFQ. Criteria to be evaluated may include the items listed below. The Center may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The Center reserves the right to select one, or more, or none of the Respondents to provide services. Final

approval of a selected Respondent is subject to the action of the Center for Health Care Services Center's Board of Trustees. It should be understood that while the total score is a significant factor, the CENTER reserves the right to consider other factors in making a final selection. When all other factors are equal, the CENTER will select goods and services provided by local (Bexar County) vendors.

Evaluation criteria:

Experience, Background, Qualifications (45 points)

Proposed Plan (50 points)

Certified Small Business Enterprise, Minority/Women Owned Business Enterprise, Historically Underutilized Business or Veteran Owned Business Enterprise (1 point each; up to 5 points)

011 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

The Center reserves the right to award one, more than one or no contract(s) in response to this RFQ.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to Center, as determined by the selection committee, upon approval of the Center's Board of Trustees.

The Center may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of Center. However, final selection of a Respondent is subject to Center's Board of Trustees approval.

The Center reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFQ, and to waive informalities and irregularities in the proposals received. Center also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.

The CENTER reserves the right to reject, for any reason and at its sole discretion, in total or in part, any and/or all proposals, regardless of comparability of price, terms or any other matter, to waive any formalities, and to negotiate on the basis of the proposals received for the most favorable terms and best service for the Center. If a firm is selected, the firm will be required to execute a contract. If Center funding is materially decreased during the contract term, the contract may be amended and/or terminated.

No work shall commence until Center signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFQ and the Contract. Contract documents are not binding on Center until approved by the Center's General Counsel. In the event the parties cannot negotiate and execute a contract within the time specified, Center reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFQ does not commit Center to enter into a Contract, award any services related to this RFQ, nor does it obligate Center to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the Center for services rendered.

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that Center shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

012 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFQ:

RFQ Release Date:	September 13, 2017
Pre-Submittal Conference	September 22, 2017
Final Questions Accepted:	12:00 P.M on September 27, 2017
Proposal Due:	3:00 P.M. on October 13, 2017

013 - INSURANCE REQUIREMENTS

If selected to provide the services described in this RFQ, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Center’s Contract & Procurement Division, which shall be clearly labeled “**Adult Inpatient Psychiatric Hospital Services**” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Center will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the Center. The Center shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Center’s Contract & Procurement Department. No officer or employee, other than the Center’s Director of Contracting & Procurement, shall have authority to waive this requirement.

The Center reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by Center’s Director of Contracting & Procurement based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will Center allow modification whereby Center may incur increased risk.

A Respondent’s financial integrity is of interest to the Center ; therefore, subject to Respondent’s right to maintain reasonable deductibles in such amounts as are approved by the Center , Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory Limits \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the Center of Health Care Services as additional insured. Respondent shall provide the CENTER with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by Center's Director of Contracting & Procurement, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by Center's Director of Contracting & Procurement, which shall become a part of the contract for all purposes.

As they apply to the limits required by the Center, the Center shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to Center at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

The Center for Health Care Services
Attn: Contracting & Procurement Division
6800 Park Ten Blvd.
Suite 200-S
San Antonio, Texas 78213

Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the Center, its Board of Trustees, employees, and volunteers as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Center, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the Center for Health Care Services where the Center is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the Center.
- Provide advance written notice directly to Center of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to Center. Center shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the Center may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Center shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the Center for Health Care Services for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the Center shall be limited to insurance coverage provided.

Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFQ, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CENTER and the employees, officers, trustees, volunteers and representatives of the CENTER , individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CENTER directly or indirectly arising out of, resulting from or related to RESPONDENT' activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, trustees, representative, employee, respondent or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CENTER, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CENTER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CENTER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CENTER in writing within 24 hours of any claim or demand against the CENTER or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CENTER shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

014 - RFQ ATTACHMENTS

RFQ ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

1. Respondent Information: Provide the following information regarding the Respondent. Please tell us about your Business. If your Business is affiliated with a large firm that includes multiple teams around the country, please tell us about your local team/operation.

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Doing Business As: (other business name, if applicable): _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Is Business a certified HUB, SBE, M/WBE, or VBE? Yes NO
If yes, please attach all applicable current certifications.

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
 Partnership
 Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
 Other If checked, list business structure: _____

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFQ solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

Center: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Gross Revenue: ___ \$100 K or less ___ \$101K-\$500K ___\$501K-900K ___\$901K-\$2.5M ___\$2.5 M or more

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Name of principal financial institution for financial responsibility reference.

Name of Bank: _____

Address: _____

City and State: _____

Officer familiar with bidder's account: _____

Federal taxpayer I.D. number: _____

2. Contact Information: List the one person who the Center may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

Name of principal financial institution for financial responsibility reference.

Name of Bank: _____

Address: _____

City and State: _____

Officer familiar with bidder's account: _____

Federal taxpayer I.D. number: _____

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Are there any proceedings relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ___ Yes ___ No

If "Yes", state the name of the individual, organization contracted with and reason for proceedings.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

Yes ___ No ___ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. **Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

d. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ___ Yes ___ No

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

RFQ ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent’s company history, evidencing its strengths and stability, including number of years in business, licensing information (if applicable), number of years providing the type of proposed service, existing customer satisfaction data, number of customers in Texas and areas covered in Texas.
2. Describe Respondent’s experience relevant to the Scope of Services requested by this RFQ. List and describe relevant projects of similar size and scope performed over the past four years.
3. Describe Respondent’s specific experience with clients, especially large organizations with multiple locations. If Respondent has provided services for the Center in the past, identify the name of the contract and service provided.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
6. Please feel free to include any additional skills, experiences, qualifications, and/or other relevant information about the Respondent’s qualifications.
7. List all licenses, credentials, certifications, and/or accreditations the Respondent currently holds. Provide copies of documents regarding HHSC status.
8. List roster of key licensed staff to provide services.

**ROSTER OF LICENSED STAFF
TO PROVIDE SERVICES**

Respondent: _____

Date: _____

STAFF NAME	POSITION	DATE OF LAST CRIMINAL HX CHECK	DATE OBTAINED PROFESSIONAL LICENSE	PROFESSIONAL LICENSE/DEGREE

RFQ ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items. All questions must be answered.

1. Describe the Contractor's:

- a) Hospital daily care
- b) Physical examination
- c) Nursing assessment
- d) Social work assessment
- e) Psychological consultation and, if needed, assessment and interpretation by a psychologist
- f) Group and Individual psychotherapy as prescribed
- g) Family meetings and patient management training as indicated
- h) Education services as indicated
- i) Psychopharmacological evaluation and management, as indicated and
- j) Discharge coordination to include post-hospitalization treatment recommendation in collaboration with the LMHA'S Adult Mental Health Outpatient Program and coordination with the receiving provider of care.

2. Describe the Respondent's Admissions Intake Process, including how it is staffed. Attach any documents or forms used in the process.

3. Provide Respondent's maximum service capacity for adult psychiatric inpatient hospital beds.

4. Is the Respondent's staff current with in-service training as required by the Credentialing/licensing agency or the LMHA (if currently under contract as a service provider)?

5. Describe the Respondent's experience in working with persons with mental illness and related conditions over the last five years.

6. Describe the facility(s) proximity to public transportation.

7. Describe the frequency and type of in-service training offered and required by Respondent for employees who will provide services. Note specific training within the past two (2) years related to patient rights and standards of service. Is Respondent's staff current with in-service training as required by the credentialing/licensing agency or the LMHA (if currently under contract as a service provider).

8. Describe the Respondent'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.

9. Describe the Respondent's ability to work with persons with physical impairments and adaptive equipment.

10. Describe how the Respondent ensures cultural competency on the part of staff with regard to ethnic, racial, religious and sexual orientation differences.

11. Please provide how Respondent would work with the Center when discharging patients, including continuity of step down services.

12. Provide a certified statement that Respondent's facilities and services are compliant with the accessibility requirements of the Americans with Disability Act (ADA) labeled **Exhibit III**

FINANCIAL

1. Describe any arrangements to subcontract part or all of these services. Name all subcontractors and provide information on their staff credentials, licenses and certifications. (If applicable)
2. Provide a copy of a Certified External Audit for the past three years. Label as **Exhibit IV**
3. Provide a copy of the most recent Tax Statement (IRS Form 1120 and all Schedules, Form 1065 and all schedules or Form 990 as applicable). Label as **Exhibit V**
4. Provide a current Financial Statement including Cash Flow. Label as **Exhibit VI**
5. Submit the most current Annual Report available. Label as **Exhibit VII**

RFQ ATTACHMENT B

EXCEPTIONS

Any exception to an item in the solicitation must be clearly set out and fully explained as to why the respondent is taking exception. Be specific as to the reasons for the exception.

RFQ ATTACHMENT C

SIGNATURE PAGE

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct and I am authorized to bind the Respondent contractually. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) The CENTER will have the grounds to terminate any or all contracts which the CENTER has or may have with the business; 2) The CENTER may disqualify the business named above from consideration for contracts and may remove the business from the CENTER'S bidders list; or/and 3) The CENTER may have grounds for initiating legal action under federal, state, or local law. The signatory below is

Print Name

Title

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

Date

RFQ EXHIBIT I

RATES & PAYMENT

Provider agrees to accept the capacity bed day rate (below) as payment in full from CENTER for the approved patient services described in this RFQ. The CENTER is purchasing bed capacity and the stated bed day rate will be paid to the Provider per contracted bed, regardless of bed occupancy on any given day. Any third party payment for days of service to CENTER-authorized patients shall be allowable proceeds to the Provider, and shall not be applied by CENTER to offset any capacity per diem payments. Arrangements for payment of services not covered by this RFQ and any resulting contract will be solely between the patient and the Provider. The patient must be informed in writing before any non-contracted services are provided that the CENTER is not responsible for payment for such services. Patients are responsible for payment for those services only if the patient or the patient's LAR, if applicable, consents in writing to the provision of such non-covered services prior to service delivery.

The CENTER will not be responsible for payment to other providers of services to patients served by the Provider, whether the providers are employed by Provider or independent contractor providers. The Rate set forth below by Provider for the services to be provided by Provider will be inclusive of all services described above under Exhibit A, and as described in the left column (headed "Services") of the table immediately below. It is also understood and agreed that Provider will not be paid a separate amount for admission costs.

Payments made pursuant to any agreement awarded under this Proposal, combined with any available third-party insurance, indigent care programs, or other local medical care programs, must cover the costs for all medical care and treatment including the cost of psychiatric and physician services and all non-prescription and prescription medications incurred by or on behalf of patients admitted to the Provider. This includes all on-site medical care and treatment, as well as all outside medical care and treatment, emergency room and hospitalization costs, as well as any and all charges by specialists, consultants, and laboratories, incurred by or on behalf of patients admitted.	\$557.00 per day*. For reporting and pay purposes, the day of discharge will not be counted or paid. CENTER does not pay patient transportation costs between hospitals or from ER to contracted beds. (*Daily rate is based on current HHSC funding and is subject to change.)
---	--

The CENTER agrees to pay Provider(s) for Covered Services based on the schedule to be described in a completed contract. The CENTER will not pay Provider(s) for non-authorized services.

This RFQ is contingent upon the continued availability of funding. The CENTER reserves the right to alter, amend or withdraw this RFQ at any time prior to the execution of a Contract if funds become unavailable through lack of appropriations by the Texas Legislature being made available to the CENTER, budget cuts, or any other disruption of current funding allocations.

Further, the obligations of the CENTER under the terms of the Contract remain subject to and contingent upon continued funding by the State of Texas during the term of the Contract or any extension thereof. The CENTER reserves the right to renegotiate rates at the end of each contract term. In the event of discontinuation of funding for the CENTER, the Contract shall be terminable by CENTER, in accordance with the laws of the State of Texas.

Respondent agrees to accept the rates listed as payment in full for approved patient services. The Respondent will not submit a claim or bill or collect compensation from LMHA for any service for which it has not submitted an application, or been approved, or contracted to provide. Respondent agrees that compensation for providing services not covered by its application will be solely between the patient and the Respondent. The patient must be informed in writing before any services are provided, that the LMHA is not responsible for payment for such services. Patients are responsible for payment for those services only if the patient consents in writing to the provision of such non-covered services.

The LMHA will not be responsible for payment to other providers of services to patients served by the Respondent,

whether the providers are employed by Respondent or independent contractor providers whether or not the Respondent referred such patients to the other providers.

The Rates set for the services to be provided by Respondent will be inclusive of all services described in scope of services for which the Respondent is submitting this response. It is also understood and agreed that Provider will make not be paid a separate amount for admission costs.

If the Respondent becomes a Service Provider for the LMHA, said Respondent shall be reimbursed for services described at the rates set forth in the in the schedule above.

Service Providers shall be obligated to monitor patient insurance and to reimburse the LMHA for any payments for inpatient dates of services that are subsequently paid/payable by a third party pay source.

RFQ EXHIBIT II

HHSC DATA REPORTING ELEMENTS & SCHEDULE

These data elements shall be routinely reported by Provider(s) to CENTER for CENTER'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

RFQ ATTACHMENT D

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
*Assurances	
General Information and References RFQ Attachment A, Part One	
Experience, Background & Qualifications RFQ Attachment A, Part Two	
Proposed Plan RFQ Attachment A, Part Three	
Proof of Insurability - Submit Copy of Current Certificate of Insurance	
Exceptions Attachment B	
*Signature Page RFQ Attachment C	
Proposal Checklist RFQ Attachment D	
One (1) Original, five (5) hard copies and one (1) USB with entire proposal in Microsoft Word format	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**