



**THE CENTER FOR HEALTH CARE
SERVICES**

**REQUEST FOR QUALIFICATIONS
("RFQ")
(RFQ-2018-006)**

for

Child Outpatient Services

Release Date: 9/22/2017
Proposals Due: 10/20/2017

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003 - 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.

004 - SCOPE OF SERVICES

THE CENTER FOR HEALTH CARE SERVICES is issuing a Request for Qualifications (RFQ) for CHILD OUTPATIENT SERVICES.

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

Local Authority Responsibilities and Transition Goals

The Local Authority’s responsibilities will include, but are not limited to, making appropriate referrals for Services, authorizing Services rendered by the Successful Proposer, reviewing claims, and paying clean claims. The Local Authority is also responsible for case management, utilization management, quality assurance and monitoring of the Contract for compliance. Noncompliance of the Contract will result in possible sanctions and/or termination of the Contract. The Local Authority ensures that the Services address the needs of the Priority Population as required by the State Authority, and that those Services comply with the rules and standards adopted under Section 534.052 of the Health and Safety Code. These standards may be found at <http://www.HHSC.state.tx.us/mhrules/pdf/17thEditionTXLaws.pdf>. The Local Authority directs its activities based on its mission and values which can be found on page 1 of this RFQ.

The Local Authority will be responsible for determining whether a Client meets the Priority Population definition. The Local Authority must complete a Uniform Assessment on each Client and identify the services to be provided. Clients determined to need these services will be assigned a Case Manager and will be offered a choice of Respondents from the Network.

All Services must have prior authorization by the Utilization Management staff. An Authorization Number will be given for each Client specifying service parameters. Utilization Management and Quality Management staff will perform regular reviews of clinical services and program standards.

The Local Authority’s budget for services will be determined during Contract negotiations. Note that the Local Authority’s budget may fluctuate based on census changes due to variant factors including, but not limited to, Client choice, resource limitations, benefit eligibility, waiting lists, and Respondent non-compliance.

Note: Proposers must adhere to the Level of Care Composition percentages when determining the capacity of Clients they may viably serve. Final percentages will be based on variables that include Client choice, Respondent availability and number of Clients available. These Level of Care percentages reflect the Client caseloads currently served by the Local Authority and responders will be expected to manage as close to these percentages as possible.

Successful Proposer Responsibilities

The Successful Proposer(s) shall:

1. Maintain all records regarding treatment and/or services to Clients under this Contract for a period of six (6) years, and must allow the Local Authority, its agents, and/or regulatory agencies immediate access during regular business hours to such records upon request.
2. Comply with all state and federal laws regarding the confidentiality of Clients’ records and nondiscrimination.
3. Comply with all applicable requirements of the Local Authority’s then-current Contract with HHSC and any subsequent revisions.
4. Agree that their names may be used, along with descriptions of the facilities, care, and services in information distributed by the Local Authority in the list of its Respondents.
5. Conduct a financial intake on all incoming Clients to determine their ability to pay for services, means of funding and make referrals for benefit assistance within 72 hours of admission into services.
6. Cooperate with the CENTER in coordination of Client benefits and abide by CENTER policies relating to coordination of benefits, ability to pay, subrogation, and duplicate coverage.

7. Acknowledge that the CENTER is considered the Payer of Last Resort.
8. Actively assist in the disbursement of Client and advocate satisfaction surveys.
9. Develop a method to resolve disagreements with Clients and stakeholders which will include Client involvement. The process for Client appeals and dispute resolution must be approved by the Local Authority.
10. Be responsible for peer review and quality management.
11. Cooperate and assist with and will not at any time prevent or hinder a Client from changing Respondents.
12. Assume sole responsibility for any recoupment of funds, repayments, or fines, as a result of Medicaid or other audits related to the services they provide under a resulting Contract that are attributable to the mistakes, negligence, maintain service requirements, service targets and outcomes as required under the Contract of the Successful Proposer. The Local Authority shall be authorized to offset against payments to the Successful Proposer for any mandatory penalties assessed against the Local Authority, as a result of the mistakes or negligence of the Successful Proposer.
13. Be required to execute a Contract with the Local Authority that will identify the duties and responsibilities of the parties as identified in the RFQ, and other Contractual terms and conditions.
14. Be able to see accepted referrals within one week and within one day in urgent cases.
15. Seek to help control medication costs where possible.
16. Use the Local Authority formulary when prescribing medications.
17. Be responsible for after-hours coverage and respond to emergency calls from assigned Clients (Local Authority will work with Respondents to authorize and coordinate crisis inpatient services as necessary for Client care).
18. Comply with the rules and standards adopted under Section 534.052 of the Texas Health and Safety Code, the HHSC Community Standards of Community Mental Health CENTERS and Community Service Programs, and applicable local, state, and federal laws, rules and regulations.
19. Be subject to all state and federal laws, rules and regulations that apply to all persons or entities receiving state and federal funds, including provisions of the Clean Air Act and the Federal Water Pollution Control Act, as amended, found at 42 C.F.R. 7401, et seq. and 33 U.S.C. 1251, et seq., respectively; the exclusion, debarment, and suspension provisions of Section 1128(a) or (b) of the Social Security Act (42 USC §1320 a-7), or Executive Order 12549; the provisions of the Byrd Anti-Lobbying Amendment, found at 31 U.S.C. 1352, relating to use of federal funds for lobbying for or obtaining federal Contracts; Health and Safety Code, Chapter 85, Subchapter E, relating to the Duties of State Agencies and State Proposers for the confidentiality of AIDS and HIV-related medical information and an anti-discrimination policy for employees and Members with communicable diseases; confidentiality provisions relating to Member information; Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all requirements imposed by the regulations implementing these acts and all amendments to the laws and regulations; the provisions of Executive Order 11246, as amended by 11375, relating to Equal Employment Opportunity; Texas Government Code, Title 10, Subtitle D, Chapter 2161 and 1 TAC §111.11(b) and 111.13(c)(7) relating to the good faith effort to use Historically Underutilized Businesses (HUBs); section 9-7.06 of Article IX of the General Appropriations Act of 1999 regarding "Buy Texas"; Texas Family Code §231.006 regarding child support payments; and chapter 552 of the Texas Government Code regarding the release of public information.
20. The Successful Proposer shall complete all training required by the Local Authority and by federal, state and local standards prior to the provision of services under a resulting Contract and throughout the term of that Contract. The Successful Proposer will be responsible for the cost of any required training.
21. In any resulting Contract, the Local Authority will not agree to waive any immunities or limited liability which it may have by operation of law, nor shall the Local Authority agree to indemnify a Contract for claims or causes of action that may be assessed by third parties for accident, injury, or death.
22. The Successful Proposer may be required to submit employee background clearances, as required by State or other regulatory agencies.

23. The Successful Proposer must meet any insurance thresholds required by the RFQ at the time a resulting Contract is executed, including naming the Local Authority as an additional insured.
24. The Successful Proposer agrees to comply with the Local Authority's Policy and Procedures regarding Electronic Medical Records (EMR), including use of the Local Authority's EMR. The Successful Proposer will be responsible for the cost of any required training and software licenses.

The Successful Proposer(s) will have a well-developed business model that:

1. Is capable of submitting claim/encounter data by the 10th calendar day of the month following the date of service and is able to meet future changes to HHSC requirements on claim/encounter data or other PHI submissions.
2. Is capable of reconciling billing to accounts receivable within 30 calendar days.
3. Is capable of submitting HHSC required information via the internet to WebCare or other HHSC sponsored data collection sites.
4. Has business office staff that understands and is able to properly utilize the billing processes mandated by the Texas Health and Human Services Commission.
5. Is capable of billing all Medicaid and Chip HMOs in the local service area for Services provided by eligible and credentialed Respondents.
6. Is responsible for assisting the Local Authority with the determination of benefits eligibility and Prescription Assistance Program (PAP) for Clients.
7. Is capable of identifying Local Authority Clients through the Local Authority's assigned Client Number for determining eligibility for services and billing purposes.
8. Is capable of collecting and reporting on utilization data related to services delivered, and is capable of providing utilization reports as requested by the CENTER with reasonable notice to Proposer.

Service Descriptions

****Refer to Exhibit III for additional Level of Care descriptions.****

The Texas Resilience & Recovery (TRR) model is comprised of a continuum of levels of care that reflect youths' and families' needs, strengths, and services. The intensity of needs in the TRR model is determined by the Uniform Assessment, which includes the Child Adolescent Needs & Strength (CANS) assessment. CANS assessment scores are used to determine youths' Levels of Care (LOC), as well as to identify needs and strengths to be addressed in the recovery plan. When CANS assessment scores are higher, the LOC will increase due to the youth's higher needs. As the youth improves, decreased needs and increased strengths will be reflected on the CANS assessment and the level of care may decrease. The Respondent should utilize CANS assessment scores and clinical judgement to support deviation to other LOCs.

Level of Care (LOC-1)

(Medication Management), youth demonstrate a low level of needs and are stable. Youth in this LOC will rarely be new Clients, but will likely be individuals who have successfully completed a course of treatment (e.g., counseling, skills training) and now need medication maintenance services. Medication Management is the core service in LOC-1.

Level of Care (LOC-2)

(Targeted Services), youth demonstrate a low to moderate level of needs, and an intensity of services and resources focusing on one primary need. In this LOC, youth receive as a core services either counseling or skills training, in addition to case management.

Level of Care (LOC-3)

(Complex Services), youth have needs identified in both the Child Emotional/Behavioral Needs and Life Domain Functioning domains on the CANS assessment. In LOC-3, youth receive routine case management, counseling, and skills training services.

Level of Care (LOC-YC)

Children ages 3-5 receive services addressing their needs and strengths from a developmental perspective.

005 - 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

006 - 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.

007 - 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 October 3, 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.

008 - 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.

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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.

009 - 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 October 3, 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 October 3, 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, "**Child Outpatient Services, RFQ 2018-006**" on the front of the package by no later than 3:00 p.m. Local Time, on October 20, 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 Clients. 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.

010 - 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, October 6, 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.

011 - 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 (40 points)

Proposed Plan (55 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)

012 - 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 contractor, 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.

013 - SCHEDULE OF EVENTS

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

RFQ Release Date:	September 22, 2017
Pre-Submittal Conference:	October 3, 2017
Final Questions Accepted:	12:00 P.M on October 6, 2017
Proposal Due:	3:00 P.M. on October 20, 2017

014 - 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 "**Child Outpatient 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. Employee Misconduct g. Damage to property rented by you	For Bodily Injury 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 g. \$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

- Physicians who are Contracted by a Contracted Respondent to provide covered services shall maintain at all times general professional liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate.
- Psychologists, Social Workers, and other professionals who will be providing covered services are required to maintain at all times general professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate.
- Umbrella Policy in the amount of Five Million Dollars (\$5,000,000) per occurrence, Five Million Dollars (\$5,000,000) in aggregate.

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.

015 - 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.

RFQ ATTACHMENT A, PART THREE

PROPOSED PLAN

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

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.

Provide a copy of the staff roster and their corresponding education and license credentials. Designate if they are full time, part time, or on call.

Attach the Proposer's Quality Assurance/Management Plan and Quality Management Program Reports for the last twelve (12) month period.

Identify whether Proposer has an established corporate compliance program. If "yes", attach a copy of the compliance plan. If "no", provide an explanation or plans to establish a program.

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.

Provide a sample and summary of the most recent Client satisfaction surveys or other ongoing efforts to obtain and evaluate Client satisfaction. Describe how this information was obtained.

Describe or attach policies and procedures 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 how the results are used to improve services.

Provide documentation that all Proposer facilities are compliant with American Disabilities Act (ADA) regulations or provide documentation supporting waiver of certification.

Services Required by the Texas Health and Human Services Commission

Describe how Proposer will communicate with the Local Authority regarding the Client referral process to accessing other Authority approved services. State how Proposer will meet the Local Authority's requirements for Client access.

Describe Proposer's ability to offer Client choice for mental health Services and other related primary health services within its own Respondent organization.

Describe in detail the array of Comprehensive 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 the Proposer is capable of serving for each required Level of Care (See Attachment B). 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 Client rights and standards of services. Provide training curriculum.

Describe the Proposer's experience in working with Medicaid and Medicare Clients.

Describe the Proposer's experience in providing services for persons with severe and persistent mental illness over the last five years.

Describe the Proposer's history of working with this population on an outpatient basis. Describe measures taken to engage and retain Clients in treatment. How have services been made accessible for those who are difficult to reach, either due to geography or dissatisfaction with the service delivery system?

Describe the Proposer's ability to treat persons with disabilities and persons with multiple diagnoses of developmental disability, mental illness and substance abuse. Describe how persons with disabilities will be able to access Services, including actions Proposer will take to facilitate such access.

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.

Describe any process to transition Clients from the Proposer's services as their level of functioning improves.

Describe the Proposer's facility(ies) proximity to public transportation or the Proposer's ability to facilitate access to public transportation. Provide the address(es) of the location(s) that Proposer will provide Contracted services from; include map of each location(s).

Describe how you will engage and involve Clients, legally authorized representatives, and families at the policy and practice levels within your organization.

Describe the transition plan you intend to utilize for new Clients referred to Local Authority to Proposer for services.

Describe Proposer's system for ensuring that its organization will be in compliance with the Health Insurance Portability and Accountability Act (HIPPA) and regulations thereunder.

Describe any "after hours" system instituted by Proposer for responding to Client needs. Also, can Local Authority Clients access Proposer's services outside usual business hours?

Budget/Financial

Provide current Financial Statements, to include Income Statement, Balance Sheet and Cash Flow.

Indicate the percentage of revenues by source for last year (based on either calendar or fiscal year -- whichever data are more current) as indicated below.

Create the following table:

Legend: A = Admission / = Divide
 R = Revenue T = Total

Example: A1/TA = % of Medicaid admissions of total admissions.
 R1/TR = % of Medicaid revenues of total revenues.

	Number of Admissions	Total Revenue	% Admitted by Payor	% of Revenue by Payor
Medicaid	A1	R1	A1/TA	R1/TR
Medicare	A2	R2	A2/TA	R2/TR
Insurance	A3	R3	A3/TA	R3/TR
PPO/ HMO	A4	R4	A4/TA	R4/TR
Govt. Direct	A5	R5	A5/TA	R5/TR
Champus	A6	R6	A6/TA	R6/TR
Self-Pay	A7	R7	A7/TA	R7/TR
Grant	A8	R8	A8/TA	R8/TR
Indigent/Charity	A9	R9	A9/TA	R9/TR
Other	A10	R10	A10/TA	R10/TR
Total	TA	TR	100%	100%

Provide copies of the Proposer's last three years audited financial reports.

If the respondent is a corporation that is required to report to the Securities and Exchange Commission, it must submit its two most recent SEC Forms 10K, Annual Reports. If any change in ownership is anticipated during the twelve (12) months following the Proposal due date, the respondent must describe the circumstances of such change and indicate when the change is likely to occur.

Does Proposer own or lease current business properties? If leasing properties, provide the upcoming expiration date of the leases.

Describe any arrangements to subContract part or all of these services. All subContracts must be approved by the Local Authority, at its sole discretion. Name all proposed sub-Proposers and provide information on their staff credentials, licenses and certifications.

If Proposer is an individual, are any Child Support Payments delinquent? If so, explain in detail.

Risk Profile

Attach a copy of your Risk Management Plan.

Identify whether Proposer, as an entity, or anyone employed by Proposer is currently under investigation, or has had a license or accreditation revoked by any state, federal, or local authority or licensing agency within the last five (5) years. If the answer is "yes", provide a detailed explanation.

Does anyone working for Proposer providing direct care or in management have any felony convictions? If yes, explain. Describe the process, if any, for checking on previous convictions of employees or Proposers for employment. Are criminal history checks done on all Proposer staff annually? Attach any policies and procedures regarding the hiring and retention of persons with criminal histories.

Has Proposer had any judgments or settlements entered against it in the last ten (10) years, including any current pending judgments or settlements? If so, explain in detail.

Provide a history of all litigation against your company in the last five (5) years, including any current or pending litigation. Include a description of the claims commenced and the outcome of the litigation.

Has either the Proposer or any of its employees had any validated fraud, Client abuse, Client neglect, or rights violations claims in the last three (3) years? If so, explain in detail. Describe the process, if any, for checking on previous confirmed fraud, Client abuse, Client neglect, or rights violations of employees or Proposers for employment, such as through CANRS, the Nurse Aide Registry, and the Employee Misconduct Registry. Describe or attach any current policies and procedures regarding Client abuse, Client neglect, or rights violations and the training of staff on these issues.

Has Proposer been placed on vendor hold within the past five (5) years by any funding agency or company? If yes, explain.

Does Proposer have a Letter of Good Standing which verifies that it is not delinquent in payment of Texas State Franchise Tax? Corporations that are non-profit or exempt from Franchise Tax are not required to have this letter, but instead must submit a 501C IRS Exemption form from the Comptroller Office. Attach documentation that entity is current with all local, state and federal taxes.

Is Proposer currently held in abeyance or barred from the award of a federal or state Contract? Has this occurred in the last 5 years? If so, explain.

Has Proposer ever filed bankruptcy? If yes, describe in detail.

Has Proposer ever defaulted on any business lease arrangement or failed to complete a Contract? If yes, describe in detail.

Has Proposer ever been declared "Non-Responsive or Not Responsible" for any Proposal it has submitted for a Contract? If yes, describe in detail.

Provide a Certificate of Insurance showing insurance coverage as required in Attachment E.

Attach all policies and procedures regarding medical records security.

Managed Care Profile

Describe your background and depth of experience with all of the managed care companies (including Medicaid Managed Care and CHIP) with which Proposer currently Contracts or has previously Contracted. Include the duration of any relationships, numbers of Clients served and specific services provided to managed care companies.

Provide Proposer's Medicaid Respondent number(s). If Proposer does not currently have a Medicaid Respondent number, identify if/when Proposer will obtain a Medicaid Respondent number. Identify whether Proposer, as an entity, or any of Proposer's employees' Medicaid Respondent number(s) have ever been suspended or revoked. If yes, explain.

Provide Proposer's Medicare Respondent number(s). If Proposer does not currently have a Medicare Respondent number, identify if/when Proposer will obtain a Medicare Respondent number. Identify whether Proposer, as an entity, or any of Proposer's employees' Medicare Respondent number(s) have ever been suspended or revoked. If yes, explain.

Has Proposer ever been dropped from or voluntarily left a managed care network? If yes, explain.

Submit contact information for all entities for which Proposer has provided services similar to the Services requested by this RFQ within the past two years.

Describe any service-related Contracts, Memoranda of Understanding, or employment relationships Proposer has with state, city or county agencies in the Bexar County health care community.

Describe any partnerships and/or coalitions that may be established in providing the array of comprehensive services under this RFQ.

Information Systems

Proposer will be required to use the CENTER's Client database, Anasazi system. If Proposer utilizes additional information systems, Proposer must describe the system that will be used for proposed Services, including dates of last upgrades; current capabilities; service type or program; ability to interface with other information systems; describe the platforms and file format specifications. State whether Proposer's software is commercially available or whether Proposer developed its own programs.

Identify whether Proposer's information system can report information by the following categories. If Proposer does not currently operate a system that provides the following information, please describe how Proposer will generate and report this data:

1. Payor source
2. Client name
3. Client date of birth
4. Client Social Security Number
5. Client ethnicity
6. Client home address
7. Full diagnosis (all 5 axes and/or ICD-10) including GAF score
8. Number of days from Local Authority referral to Client's first visit
9. Admissions and Discharges to all services
10. Average Length of Stay by service
11. Number, type, and duration of services (by CPT codes)
12. Name of treating professional and credentials of that professional for each service
13. Readmission rates by service
14. Current Treatment Plan date
15. Number of no shows per service, showing total appointments scheduled by service
16. Description of each complaint received from Local Authority Clients, identifying those resolved to the Client's satisfaction within 14 days from the date of complaint
17. Number and duration of all incidents of restraint and seclusion for Local Authority Clients
18. Number, type, and severity of medication errors and adverse drug reactions for Local Authority Clients
19. Elopements, unauthorized departures, and Against Medical Advice discharges of Local Authority Clients
20. Deaths and suicide attempts of Local Authority Clients
21. Serious injury or illness of Local Authority Clients
22. Confirmed abuse, neglect or exploitation of Local Authority Clients

23. Allegations of homicide/attempted homicide/threat with a plan by Local Authority Clients

Describe Proposer's system for collecting and electronically reporting the above information to the Local Authority.

Provide samples of the various reports available from Proposer's system. Examples of reports include, but are not limited to: Client Services Reports; Caseload Reports; Executive Management Reports, and Utilization Reports.

Describe Proposer's system for ensuring that your organization will be in compliance with the Health Insurance Portability and Accountability Act (HIPPA) and regulations thereunder, as it applies to electronic transactions.

Best Practices

Provide a statement detailing why Proposer's services best meet the needs of persons with behavioral health concerns. Identify any best practices Proposer is currently utilizing in delivering services similar to the Services sought under this RFQ, especially in ways that use local funding effectively.

List any data used to measure clinical outcomes for this population. Describe education provided to the family members of persons who meet the definition for the Priority Population. Describe how Proposer links services or provides continuity of care with other Respondents. Describe how Proposer collaborates and shares data with other Respondents and any limits on this sharing.

State the Proposer's current organizational mission, values and ethics. Cite any contradictions that may exist between the Proposer's mission and that of the Local Authority. Attach a copy of the mission, values and ethics.

Describe in detail how Proposer will exceed the requested services of this Proposal, and thus provide "value added services" to Local Authority Clients. Examples of "value added services" include, but are not limited to:

1. Providing services to persons without funding.
2. Providing transportation to/from domicile to service site.
3. Providing after hours and non-weekday service delivery.
4. Creative approaches to successful engagement with Clients.

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

Respondent agrees to accept the rate (below) as payment in full from CENTER for the approved client services described in this RFQ. Arrangements for payment of services not covered by this RFQ and any resulting Contract will be solely between the client and the Respondent. The client must be informed in writing before any non-Contracted services are provided that the CENTER is not responsible for payment for such services. Clients are responsible for payment for those services only if the client or the client'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 Respondents of services to clients served by the Respondent, whether the Respondents are employed by Respondent or independent Contractor Respondents.

The rate set forth below by CENTER for the services to be provided by Respondent will be inclusive of all services described above under Scope of Services. It is also understood and agreed that Respondent will not be paid a separate amount for admission costs.

<i>Services</i>	<i>Medicaid Clients</i>	<i>General Revenue Clients</i>
<i>Rehabilitative Services</i>	<i>90% Medicaid allowable rate</i>	<i>90% Medicaid allowable rate</i>

The CENTER agrees to pay Respondent(s) for Covered Services based on the schedule to be described in a completed Contract. The CENTER will not pay Respondent(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 client 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 client and the Respondent. The client must be informed in writing before any services are provided, that the LMHA is not responsible for payment for such services. Clients are responsible for payment for those services only if the client consents in writing to the provision of such non-covered services.

The LMHA will not be responsible for payment to other Respondents of services to clients served by the Respondent, whether the Respondents are employed by Respondent or independent Contractor Respondents whether or not the Respondent referred such clients to the other Respondents.

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.

RFQ EXHIBIT II

Mental Health Priority Population Definitions & Requirements

The Priority Population for Child & Adolescent mental health services, as defined by HHSC, consists of:

Children ages 3 through 17 with a diagnosis of mental illness (other than a diagnosis of substance abuse, autism, intellectual disability (IDD) or pervasive developmental disorder) who exhibit serious emotional, behavioral or mental disorders and who:

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

The following information must be used to operationalize these definitions to determine if an individual meets this definition. Only the Local Authority may determine an individual is a member of the Priority Population.

A. Children's Services

1. Community Services
 - a. Contractor shall provide the community-based services outlined in Health and Safety Code Chapter 534, § 534.053, which are incorporated into services defined in Information G of the Texas Health and Human Services Commission Performance Contract Notebook.
 - b. Contractor shall establish a reasonable standard charge for each service containing an asterisk (i.e., *) in Information Item G of the Texas Health and Human Services Commission Performance Contract Notebook.
2. Populations Served
 - a. Child and Adolescent Mental Health (MH) Priority Population – children ages 3 through 17 with a diagnosis of mental illness (other than a diagnosis of substance abuse, autism, intellectual disability (IDD) or pervasive developmental disorder) who exhibit serious emotional, behavioral or mental disorders and who:
 1. Have a serious functional impairment; or
 2. Are at risk of disruption of a preferred living or child care environment due to psychiatric symptoms; or
 3. Are enrolled in a school system's special education program because of serious emotional disturbance.
 - b. Age Limitations:
 1. Children under the age of three who have a diagnosed physical or mental condition are to be served through the Early Childhood Intervention program.
 2. Youth 17 years old and younger must be screened for CMH services. Youth 18 years or older must be screened for Adult Mental Health services; and
 3. Clients receiving Children's MH Services who are approaching their 18th birthday and continue to be in need of services shall either be transferred to Adult MH Services or referred to another community Respondent, dependent upon the individual's needs. Children reaching 18 years of age who continue to need services may be transferred to Adult MH Services without meeting the adult Priority Population and served for up to one additional year.
 - c. Service Determination:
 1. In determining services and supports to be provided to the child and family, the choice of and admission to medically necessary services and supports are determined jointly by the child and family seeking services and by Contractor;
 2. Criteria used to make these determinations are from the recommended LOC (LOC-R) of the individual as derived from the Uniform Assessment (UA), the needs of the individual, utilization management guidelines and the availability of resources;
 3. The Global Assessment Functioning (GAF) is not used to determine eligibility for services; and
 4. Clients authorized for care through a clinical override are eligible for the duration of the authorization.
 - d. Continued Eligibility for Services:
 1. Reassessment by the Respondent and reauthorization of services determines continued need for services. This activity is completed according to the UA protocols and Utilization Management (UM) Guidelines;

2. Assignment of diagnosis in CARE is required at any time the Axis I diagnosis changes and at least annually from the last diagnosis entered into CARE; and
 3. The LPHA's determination of diagnosis shall include a face-to-face or televideo interview with the individual.
- e. Documentation Required:
In order to assign a diagnosis across all 5 axes to an individual, documentation of the required diagnostic criteria, according to the Diagnostic and Statistical Manual, Fifth Edition, Text Revision (DSM-V) as well as the specific justification of GAF score, shall be included in the Client record. This information shall be included as part of the required assessment information.
- f. UA Requirements:
HHSC-approved UA for children and adolescents includes the following instruments:
1. Child and Adolescent Needs and Strengths (CANS) Assessment); and
 2. Community Data;
 - a) The above instruments are required to be completed once an individual has been screened and determined in need of assessment. The initial assessment is the clinical process of obtaining and evaluating historical, social, functional, psychiatric, developmental or other information from the individual seeking services in order to determine specific treatment and support needs.
 - b) Staff administering the instruments shall be a QMHP-CS and have documented training in the use of the instruments.
 - c) The UA shall be administered according to the timeframes delineated in Information Item C located at <http://www.HHSC.state.tx.us/mhContracts/ContractDocuments.shtm>.
 - d) Assessments in CARE: Information shall be submitted through CMBHS or through an approved batch process to the CARE system according to the timeframes established by HHSC.
3. Service Requirements:
- a) Comply with UA requirements for children in accordance with TAC §412.303 and demonstrate required competencies before providing services.
 - b) Provide PFEP in accordance with the TAC §416.8 guidelines (located at <http://www.HHSC.state.tx.us/mhsa/client-family-ed/>). If Clients and/or their families and caregivers have not been educated about their diagnosis, the reason for the lack of education shall be documented in the clinical progress note.
 - c) Apply TRR to all Client services funded with Contract funds in accordance with the following standard: (located at <http://www.HHSC.texas.gov/mhsa/trr/>).
 - 1) Provide services in accordance with the most current version of HHSC' TRR UM Guidelines, UA which includes the CANS, and Information Item V (for Crisis Services);
 - 2) Each child or adolescent who is identified as being potentially in need of services shall be screened to determine if services may be warranted;
 - 3) Children and adolescents seeking services are assessed to determine if they meet the requirements of priority population and if so, a full assessment shall be conducted and documented using the most current version of the HHSC UA instruments, including the CANS. Individuals whose services are not funded with Statement of Work funds are exempt from inclusion in TRR regardless of priority population status;
 - 4) Make available to each Client recommended and authorized for LOC, as indicated by the CANS, all services and supports within the authorized LOC (LOC-A);
 - a) If a non-Medicaid eligible child or adolescent cannot be served in the recommended LOC (or if the child, adolescent, or the LAR of the child or adolescent refuses the recommended LOC), the child or adolescent may be served at the next most appropriate LOC. If no services are available at the next most appropriate LOC, the non-Medicaid eligible child or adolescent shall be placed and monitored on a waiting list.
 - b) Medicaid-eligible children and adolescents may not have services denied, reduced, suspended, or terminated due to lack of available resources; and
 - c) If a Medicaid-eligible child, adolescent or the LAR of a child or adolescent refuses the recommended LOC, the child or adolescent may be served at the next most appropriate LOC as long as the services within that LOC are appropriate and medical necessary to address the child or adolescent's emotional disturbance. The LOC should not be reduced if the child, adolescent, or LAR refuses family partner services or family support groups only;
 - 5) Medicaid-eligible children and adolescents shall be provided with any medically necessary Medicaid-funded MH services within the recommended LOC without undue delay;

- 6) Counseling services shall be provided by an LPHA, practicing within the scope of a license, or when appropriate and not in conflict with billing requirements, by an individual with a master's degree in human services field (e.g., psychology, social work, counseling) who is pursuing licensure under the direct supervision of an LPHA;
 - 7) Respondents of services and supports within TRR shall be trained in the HHSC-approved evidence-based practices prior to the provision of these services and supports. HHSC-approved evidence-based practices are described in Information Item G;
 - 8) Supervisors of services and supports within TRR shall be trained as trainers in the HHSC-approved evidence-based practices or have provided the evidence-based practices prior to the supervision of the evidence-based practices;
 - 9) Use the CANS to document the assessment of individuals seeking services and to reassess current Clients in services when update assessments are due or service needs have changed to determine the recommended LOC for a Client;
 - 10) Set aside for Flexible Funds totaling \$1,500 per child for 10% of those children eligible to receive Levels of Care 2.1, 2.2, 2.3 and 2.4. Use of Flexible Funds should occur in accordance with the UM Guidelines.
 - 11) Hire or Contract with a Family Partner (i.e., the experience parent or primary caregiver of a child or adolescent with serious emotional disturbance) to provide peer mentoring and support to parents/primary caregivers of children and adolescents.
 - 12) Ensure the Family Partner receives the appropriate training and supervision;
 - 13) Family support groups shall be available to the parents of Clients with serious emotional disturbances;
- d) Submit encounter data for all services according to the procedures, instructions, and schedule established by HHSC, including all required data fields and values in the current version of the HHSC Community Mental Health Service Array. The current version of HHSC Community Mental Health Service Array (i.e. Report Name: INFO Mental Health Service Array Combined) can be found in MBOW) in the CA General Warehouse Information, Specifications subfolder.
- e) Comply with the following Medicaid-related requirements:
- 1) Contract with HHSC to be a Respondent for Medicaid MH Rehabilitative Services;
 - 2) Contract with HHSC to participate in Medicaid Administrative Claiming;
 - 3) Recognize that funding earned through billings to Texas Medicaid & Healthcare Partnership (TMHP) for Medicaid MH Rehabilitative Services represents the federal share and the State match; and
 - 4) Submit billing for the provision of Medicaid MH Rehabilitative Services to TMHP.
- f) Utilize non-Contract funds and other funding sources (e.g., any person or entity who has the legal responsibility for paying all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other Federal, State, local, and private funding sources) whenever possible to maximize financial resources. Contractor shall comply with the following requirements:
- 1) Enroll in the CHIP and bill CHIP for services covered under that plan;
 - 2) Become a Medicaid Respondent and bill Medicaid for services covered under that plan;
 - 3) Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
 - 4) Allow Clients that are otherwise eligible for HHSC services, but that cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to use HHSC funds to pay for the deductible;
 - 5) Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
 - 6) Bill all other funding sources for services provided under this Program Attachment before submitting any request for reimbursement to HHSC; and
 - 7) Provide all billing functions at no cost to the Client.
- g) Provide services to all Clients without regard to the Client's history of arrest, charge, fine, indictment, incarceration, sentence, conviction, probation, deferred adjudication, or community supervision for a criminal offense.

The requirements listed above represent only a partial listing of the requirements related to service delivery. Please review the following for additional requirements:

- HHSC LMHA Performance Contract at:
<http://www.HHSC.state.tx.us/mhContracts/ContractDocuments.shtm>
- TRR Clinical Guidelines including the Levels of Care definitions and service descriptions for the Levels of Care(s) or discrete service specified in this RFQ at:
<http://www.HHSC.state.tx.us/mhprograms/TRRClinGuide.shtm>
- TRR Program Manual at:
http://www.HHSC.state.tx.us/mhprograms/TRR/documents/TRR_Program_Manual.pdf
- Texas Administrative Code Rules:
 - Chapter 404, Subchapter E, *Rights of Persons Receiving Mental Health Services*
 - Chapter 405, Subchapter K, *Deaths of Persons Served by TXMHMR Facilities or Community Mental Health and Mental Retardation Local Authorities (rev.6/95)*
 - Chapter 411, Subchapter G, *Community MHMR Local Authorities*
 - Chapter 412, Subchapter G, *Mental Health Community Services Standards*
 - Chapter 414, Subchapter K, *Criminal History Clearances*
 - Chapter 414, Subchapter L, *Abuse, Neglect, and Exploitation in Local Authorities and Community Local Authorities*
 - Chapter 419, Subchapter L, *Medicaid Rehabilitative Services*

Sanctions and Penalties

Proposer should be aware that any sanctions, penalties, or recoupments imposed by HHSC, Medicaid, or any other regulatory entity on the Local Authority that are the result of a Contracted Respondent's performance will be passed on directly to the Respondent and may be withheld from future payments.

RFQ EXHIBIT III

Level of Care Descriptions

Attached as separate document

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.**