



**THE CENTER FOR HEALTH CARE
SERVICES**

**REQUEST FOR APPLICATION
("RFA")
(RFA-2018-005)**

**for
Child Inpatient Services**

Release Date: 7/16/2018

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS 2
003 - BACKGROUND 3
004 - SCOPE OF SERVICES 4
005 - ASSURANCES 6
006 - APPLICATION REQUIREMENTS 7
007 - SUBMISSION OF APPLICATION 8
008 - RESTRICTIONS ON COMMUNICATION 9
009 - EVALUATION OF CRITERIA 9
010 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS 10
011 - INSURANCE REQUIREMENTS 10
012 - RFA ATTACHMENTS 14

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 the Bexar County Hospital District d/b/a the 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

As the designated Local Mental Health Authority for Bexar County, Texas, The Center for Health Care Services (hereinafter referred to as "LMHA") is contracted by the Texas Department of State Health Services ("DSHS") to establish to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health services for the residents of Bexar County, Texas.

The Center for Health Care Services seeks participation from respondents for the purpose of offering inpatient psychiatric hospitalization services within Bexar County for children with mental illness who meet the DSHS criteria for target population. Any qualified respondent can submit a response to provide these General Revenue funded services. The LMHA has no capacity to perform inpatient hospital services and is seeking providers for 100% of the services required.

Pursuant to 25 Texas Administrative Code, Chapter 412, Rule 412.754 and under its contract with DSHS, the LMHA has the authority and is required to assemble a network of service providers to provide the inpatient psychiatric hospital services described below to the Priority and Target Population of persons with mental illness who reside in Bexar County. The funds allocated by DSHS for these services are referred to as General Revenue funds. Any qualified Provider may submit a response to provide the specified services. The LMHA will review and evaluate all responses which are submitted for the services specified in the RFA. If a Respondent proposes to offer services other than the inpatient psychiatric hospital services specified in this RFA, list the other services separately as Exhibit XIV by type only and respond to the Requests for Applications being issued by the LMHA which apply.

The inpatient mental health hospital services being sought under this RFA for General Revenue-funded services are:

- Inpatient Psychiatric Intensive Care

The goals of the LMHA'S service provider network are:

- To develop a comprehensive network of providers for consumers receiving mental health services funded by General Revenue monies
- To increase consumer access and allow consumer choice in the selection of service providers
- To identify, implement and evaluate successful programs so that these efforts can be replicated
- To create meaningful cooperative relationships between the LMHA and the private service providers in the local community and
- To provide a comprehensive community treatment system.

A. Priority and Target Population

Child and Adolescent Mental Health (MH) Priority Population - children ages 3 through 17 with a diagnosis of mental illness (excluding a single diagnosis of substance abuse, mental retardation, autism or pervasive developmental disorder) who exhibit serious emotional, behavioral or mental disorders and who:

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

The Center shall provide a screening and evaluation of individuals in crisis to determine the least restrictive alternative to services. If the case meets admission criteria, including a priority population diagnosis as defined above, Contractor shall receive an authorization for the admission from the LMHA. The LMHA will provide authorization in writing to Provider prior to admission by faxing the Authorization Letter to the Provider's Admissions Office. The following business day, Contractor will provide the Face Sheet, Psych Evaluation, Treatment Plan, and any other pertinent collateral to the LMHA's Utilization Management Department for review.

B. Services Sought

The services listed above are being sought for children/adolescents. The services are described as follows

Inpatient Psychiatric Intensive Care

As required by the LMHA's contract with DSHS, 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, and (b) recommendations for appropriate follow-up care. 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 child or adolescent 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 in the Psychiatric Intensive Care Unit ("PICU") will include, but not be limited to:

- 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 parent 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 Child and Adolescent Mental Health Outpatient Program and coordination with the receiving provider of care.

LMHA Responsibilities

The LMHA will be responsible for authorizing services, reviewing claims and paying for appropriate, authorized services rendered by the service providers in its Network. LMHA will provide authorization of payment for patients screened and referred by the Center to the service provider. The LMHA is also responsible for utilization management and quality assurance, providing oversight, to include contract monitoring. The LMHA ensures that contracted services addressing the needs of the Priority and Target Population are provided as required by DSHS, 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. The LMHA does not guarantee any referral volume to any Applicant that is awarded a contract to provide services under this RFA.

In the contract with each accepted applicant, the LMHA 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

The Provider will be responsible for submitting all original documentation reflecting service provision, will maintain additional secondary records regarding treatment and/or services rendered to the LMHA's individuals with mental illness required by law, regulation, DSHS' the LMHA's standards, and allow the LMHA access to such records upon request. The Provider will have an affirmative duty to coordinate patient benefits, including the preparation and submission of applications for enrollment in Medicaid or other applicable third party pay sources for eligible unfunded patients, retroactive to the date of admission. The Provider will be required to comply with all state and federal laws regarding the confidentiality of consumers' records and nondiscrimination. 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 LMHA listing its 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.

False statements or information provided by an applicant may result in disqualification. The LMHA reserves the right to reject any and all applications, to waive technicalities, and to accept any advantages deemed beneficial to the LMHA and the individuals served.

Each prospective service provider is responsible for ensuring that documents for potential enrollment are submitted completely and on time. The LMHA expressly reserves the right not to evaluate any enrollment documents that are

incomplete or late. Any attached Form(s) must be completed by each applicant to be considered for award.

005 - ASSURANCES

The Proposer assures the following (signature required):

1. That all addenda and attachments to the RFA as distributed by CENTER have been received.
2. No attempt will be made by the Proposer to induce any person or firm to submit or not to submit a Application, unless so described in the RFA document.
3. The Proposer 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 Department of State Health Services ("DSHS"), 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 Proposer is unable to make the affirmation, then the Application must disclose any knowledge of such interests.
5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFA.
6. Proposer accepts CENTER's right to cancel the RFA at any time prior to contract award.
7. Proposer accepts CENTER's right to alter the timetables for procurement as set forth in the RFA.
8. The Application submitted by the Proposer 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 Application submitted by the Proposer has not been knowingly disclosed by the Proposer to any other Proposer 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 Application or any other associated costs.
11. CENTER has the right to complete background checks and to verify information submitted by a Proposer.
12. The individual signing this document and the contract is authorized to legally bind the Proposer.
13. The address submitted by the Proposer to be used for all notices sent by CENTER is current and correct.
14. All cost and pricing information is reflected in the Application documents or attachments.
15. That the Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
16. That the Proposer 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. Proposer shall disclose whether any of the directors or personnel of Proposer has either been an employee or a trustee of CENTER within the past two (2) years preceding the date of submission of the Application. 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 Proposer shall state in an attached writing the nature and time of the affiliations as defined.
18. Proposer shall identify in an attached writing any trustee or employee of CENTER who has a financial interest in Proposer 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, Proposer 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 Proposer's services.
20. Proposer shall disclose in an attached writing the name of every CENTER key person with whom Proposer is doing business or has done business during the 365 day period immediately prior to the date on which the Application is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Application has no knowledge of any CENTER key persons with whom Proposer is doing business or has done business during the 365 day period prior to the immediate date on which the Application is due.
21. Under Section 231.006 of the Texas Family Code, the vendor or Proposer certifies that the individual or business entity named in this Application 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. Proposer 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 Application is true and correct.

Company Name: _____

Contact Person: _____

Address: _____

Telephone: _____

Signature: _____

Printed Name of Signing Authority

Date

006 - APPLICATION REQUIREMENTS

Respondent's Application shall include the following items in the following sequence, noted with the appropriate heading as indicated below. Submitted applications should include information in sufficient detail to address the respondent's ability to perform the services being requested and provide the Center with enough information to properly evaluate applications.

Respondents must submit a hard copy application. Submit one original, signed in ink and two copies of the application and one USB containing a copy of the entire application 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. Respondent must complete, sign in ink and submit the Assurances Page found in this RFA under Section 005 – Assurances. **COPIES OF SIGNATURE WILL NOT BE ACCEPTED.**

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

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

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

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFA as Attachment B.

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

EXCEPTIONS. Use Form found in this RFA as Attachment C.

GENERAL AUTHORIZATION FOR RELEASE OF INFORMATION – Use form found in this RFA as Attachment D.

SIGNATURE PAGE. Respondent must complete, sign in ink and submit the Signature Page found in this RFA as Attachment E. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the application. Applications signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority. **COPIES OF SIGNATURE WILL NOT BE ACCEPTED.**

APPLICATION CHECKLIST. Complete and submit the Application Checklist found in this RFA as Attachment F.

Respondent is expected to examine this RFA carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE APPLICATION REQUIREMENTS MAY RESULT IN THE RESPONDENT'S APPLICATION 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 Proposer must indicate whether or not it will be subcontracting portion(s) of services contained in this RFA'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.

007 - SUBMISSION OF APPLICATION

Please complete all questions in the order that they are presented in this Request for Application ("RFA"). 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 application questions. If a question does not apply to the Proposer, 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 Applications. 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 Applications. Multiple omissions and/or incomplete responses may result in disqualification.

Instructions for Submitting Applications

Respondents may submit their Questions pertaining to this RFA to Adam Velez, Contract Administrator, by email to AVelez@chcsbc.org. Please refrain from contacting the Center's Board of Trustees members during the process and direct all inquiries to the contact person listed above.

Respondent shall submit one (1) original, signed in ink, two (2) hard copies and one (1) USB drive which contains the Application in Microsoft Word format in a sealed package clearly marked with the project name, "**Child Inpatient Services, RFA 2018-005**" on the front of the package. 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. Applications may be withdrawn at any time prior to actual contract award. The Center reserves the right to reject any and all applications, to waive technicalities, and to accept any advantages deemed beneficial to the Center and its consumers. It is the Center's intent to evaluate applications, 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 applications, and to select one or more applications as finalists for consideration for award of a contract. Each firm which submits a complete application but is not awarded a contract will be notified in writing that the application is no longer being considered. Any information contained in the application that is deemed to be proprietary in nature must clearly be so designated in the application. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

Modified Applications. Applications may be modified provided such modifications are submitted with a cover letter with the application, indicating it is a modified application and that the Original application is being withdrawn.

Correct Legal Name.

Respondents who submit applications to this RFA 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 RFA 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 application.

Confidential or Proprietary Information. The entire response to this Request for Application shall be subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code. If the applicant believes information contained therein is legally excepted from disclosure under the Texas Public Information Act, the applicant should conspicuously (via bolding, highlighting and/or enlarged font) mark those portions of its response as confidential or proprietary and submit such information under seal. Such information may still be subject to disclosure under the Public Information Act depending on determinations of the Texas the Attorney General's office.

Cost of Application. Any cost or expense incurred by the Respondent that is associated with the preparation of the Application, 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 application as to why the proposer is taking exception. Be specific as to the reasons for the exception in Attachment C.

008 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) Center Board of Trustees regarding the RFA or applications from the time the RFA has been released until the contract is posted as an agenda item; and 2) Center employees from the time the RFA 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 RFA and/or application submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s application from consideration.

Exceptions to the Restrictions on Communication with Center employees include:

Respondents may submit written questions concerning this RFA to the Staff Contact Person listed below. All questions shall be sent by e-mail to:

Adam Velez
Interim Director, Contracting & Procurement
Center for Health Care Services
AVelez@chcsbc.org (Carbon Copy Contracts@chcsbc.org)

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.

009 - EVALUATION OF CRITERIA

The Center will conduct a comprehensive, fair and impartial evaluation of all Applications received in response to this RFA. The Center may appoint a selection committee to perform the evaluation. Each Application will be analyzed to determine overall responsiveness and qualifications under the RFA. 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.

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)

010 - 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 RFA.

The Contract, if awarded, will be awarded to the Respondent(s) whose Application(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 Application in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFA 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 applications or reject any or all applications received in response to this RFA, and to waive informalities and irregularities in the applications received. Center also reserves the right to terminate this RFA, and reissue a subsequent solicitation, and/or remedy technical errors in the RFA 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 applications, regardless of comparability of price, terms or any other matter, to waive any formalities, and to negotiate on the basis of the applications 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 RFA 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 RFA does not commit Center to enter into a Contract, award any services related to this RFA, nor does it obligate Center to pay any costs incurred in preparation or submission of a application 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.

011 - INSURANCE REQUIREMENTS

If selected to provide the services described in this RFA, 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 Inpatient 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:

TYPE	AMOUNTS
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.

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 RFA, 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.

012 - RFA ATTACHMENTS

RFA 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 RFA 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.

Has the Respondent had any validated client abuse, neglect, exploitation or other rights violations claims in the last seven (7) years? If so, explain in detail, without disclosing client identifying information. Describe or attach any policies and procedures regarding consumer abuse, consumer neglect, or rights violations and the training of staff on these issues. If attaching policies and procedures, label as **Exhibit I**

Has Respondent or any of Respondent's current employees have been convicted of any criminal offense described in 25 Texas Administrative Code, Chapter 414, Subchapter K, Rule 414.504 (g)? ___ (If yes, provide details labeled **Exhibit II**)

Identify any lawsuits or other litigation involving clinical services to which Respondent has been a party during the last five (5) years. Provide details on any judgments or settlements obtained against Respondent. Label **Exhibit III**

Has Respondent, as an entity, or any of Respondent's current employees ever been removed, denied, or barred from any Managed Care Provider list or by other insurance payor? Yes or No (circle one) If yes, provide details labeled **Exhibit IV**

Has Respondent as an entity, or any of Respondent's employees' Medicaid Provider number(s) have ever been suspended or revoked. Yes or No (circle one) If "yes", explain in **Exhibit V**

Has Respondent, as an entity, or anyone employed by Respondent, had a license or accreditation revoked by any state, federal, or local authority or licensing agency within the last five (5) years. Yes or No (circle one) If “:yes”, provide detailed information labeled **Exhibit VI**

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.

Are employees or agents of the organization bonded? Yes or No (circle one)

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

12. Insurance:

Provide the name of Workers' Compensation carrier if the Respondent has Workers' Compensation coverage, or self funding documents if self-funded - Label as **Exhibit VII**

13. Background Checks:

Has the Respondent has completed criminal history background checks on all current employees? Yes or No (circle one)

Provide your policy regarding criminal history checks on Respondents for employment and employees? Label as **Exhibit VIII**

REFERENCES

Provide three (3) references, that Respondent has provided services related to the RFA Scope of 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: _____

RFA 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 parent 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 Child and Adolescent 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. 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)?

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

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

6. 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).

7. 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.

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

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

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

11. 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 IX**

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 X**
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 XI**
4. Provide a current Financial Statement including Cash Flow. Label as **Exhibit XII**
5. Submit the most current Annual Report available. Label as **Exhibit XIII**

RFA ATTACHMENT B

PRICE SCHEDULE

The proposal should include all fees to provide services listed in this RFA.

NOTE: The CENTER does not pay sales or use tax and such taxes cannot be passed on to the CENTER in any form.

There will be no separate payment for admission intake. Payment for admission intake is included in the daily rates set forth below

Service	Rate
Inpatient Psychiatric Intensive Care	\$_____ per day* Center will pay a maximum of two (2) days of inpatient services for referred patients, unless the Contractor is able to demonstrate that it is unable to enroll the patient in Medicaid or other third party payor, in which case Center will pay for each authorized bed day. Max fee per day may not exceed \$700.00

* For reporting and pay purposes, the day of discharge will not be counted or paid.

RATE AND METHOD OF PAYMENT

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 provide authorization of payment for patients screened and referred by the Center to the service provider.

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.

RFA ATTACHMENT C

Exceptions

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

RFA ATTACHMENT D

General Authorization For Release Of Information

I, _____ (print name) hereby authorize the Center for Health Care Services as LMHA to obtain any and all information required to complete a review and primary source verification of my/our credentials. Information and documents to be reviewed include, but are not limited to, licensure/certification, accreditations and claims made against licensure/certification, malpractice insurance and claims.

I hereby release from liability any and all individuals and organizations reviewing this proposal for their acts performed in good faith and without malice in connection with evaluating this proposal and the credentials and qualifications. I also release from any liability any and all individuals and organizations that provide information in good faith and without malice concerning the above release items.

A Photostat, electronic or facsimile copy of this original statement constitutes my written authorization and request to release any and all documentation relevant to The Center for health Care Services' credentialing and/or network approval process. Such Photostat, electronic or facsimile copy shall have the same force and effect as the signed original.

Respondent's signature: _____

Date: _____

Printed Name: _____

RFA ATTACHMENT E

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 Proposer 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

RFA ATTACHMENT F

APPLICATION CHECKLIST

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

Document	Initial to Indicate Document is Attached to Application
Table of Contents	
Executive Summary	
*Assurances Page	
General Information and References RFA Attachment A, Part One	
Experience, Background & Qualifications RFA Attachment A, Part Two	
Proposed Plan RFA Attachment A, Part Three	
Pricing Schedule RFA Attachment B	
Proof of Insurability - Submit Copy of Current Certificate of Insurance	
Exceptions RFA Attachment C	
General Authorization for Release of Information RFA Attachment D	
*Signature Page RFA Attachment E	
Application Checklist RFA Attachment F	
One (1) Original, two (2) copies and one (1) USB with entire application in Microsoft Word format	

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