



**THE CENTER FOR HEALTH CARE  
SERVICES**

**REQUEST FOR APPLICATIONS  
("RFA")  
(RFA-2020-007)  
for  
Crisis Stabilization Unit**

Release Date: 1/28/2020

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## **002 - BACKGROUND**

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

### 003 - SCOPE OF SERVICES

The Center for Health Care Services (“Center”) is accepting responses from qualified and interested vendors (“Contractor”) capable of establishing a Crisis Stabilization Unit (CSU). The Center desires to contract with a vendor to assemble a CSU for the provision of mental health services for eligible patients in its Service Area and seeks a contractor that meets the Center’s qualification criteria for participating as a CSU.

#### A. Eligible Patients

Contractor shall provide behavioral health services to reduce acute symptoms of mental health, as further defined herein, consisting of:

- Adults (18 years of age and older) with mental health and/or substance-related issues, which may include those with mild to moderate intellectual disabilities, may have co-morbid medical conditions that are considered stable and not in need of evaluation and stabilization in a general hospital setting;
- Adults in crisis who may be experiencing other socio-economic issues such as homelessness, legal involvement, unemployment, financial difficulties, or family problems, etc.; and
- Adults who are referred by Center, and/or present involuntarily via court order.
- Notwithstanding the foregoing, adults with co-existing medical, psychiatric, and/or substance use disorders where the medical conditions are believed to require treatment beyond the capabilities of the Contractor are to be either diverted or transferred to the appropriate medical setting; once such medical conditions are stabilized, such adults may then be referred back to the Contractor’s CSU, capacity and capability permitting, or, sent to other community based services, including psychiatric hospitals as appropriate.

#### B. CSU

Contractor shall provide the services through the Contractor’s CSU, which shall consist of a community service, accessible 24/7. The Services are intended to provide treatment to reduce acute symptoms of mental illness in a secure and protected clinically staffed, psychiatrically supervised, treatment environment that complies with a crisis stabilization unit licensed under Chapter 577 of the Texas Health and Safety Code and Title 25, Part 1, Chapter 411, Subchapter M of the Texas Administrative Code. The Services will comply with applicable terms of the Center’s SB 292 funding contract with Health & Human Services Commission (HHSC), which is attached hereto as Exhibit C and incorporated herein by reference.

The Contractor’s CSU shall meet the following criteria:

- Have a capacity of 15 beds.
- Accommodate a per/patient length of stay of not more than 14 days.
- Maintain on-site staff of sufficient quantity to provide safe, care and throughput that shall at a minimum consist of:
  - Registered nurses
  - Qualified Mental Health Professionals
  - Social Workers to address the social determinants of health (“SDoH”)
  - Physician on-site dedicated to the Contractor’s CSU 8:00 AM to 5:00 PM Monday - Friday, and immediately (within 2 hours of being contacted) available to respond by call after-hours and on weekends either on-site or via telemedicine (psychiatrist preferred).

Must have access to the following labs/tests: Pulse Ox, Accucheck, Urine GHCG, Urine drug screen, and EKG. Must have rapid access (within 24 hours) to routine labs such as comprehensive metabolic profile; complete blood count; Thyroid Stimulating Hormone (TSH); Lipid profile; Hemoglobin A1c; certain medication levels (that have therapeutic and toxic levels) as indicated, e.g., valproic acid, tegretol.

Must have access to medications necessary to stabilize the patient's condition (i.e., onsite availability of medications).

Easy access to accept Center-referrals of Eligible Patients, subject to capacity and capability, as appropriate, and in accordance with this Agreement.

Subject to capacity and capability necessary to meet the volume requirements on a monthly basis, shall not turn away Eligible Patients referred from Center.

### C. Operation

Contractor shall provide the following services in the Contractor's CSU on a 24/7 basis, subject to capacity and capability to meet the Performance Standards:

Face-to-face evaluation, triage and stabilization services to Eligible Patients with mental illness, and co-occurring substance abuse or intellectual disabilities on a 24/7 basis.

Screening, triage, and assessment of Eligible Patients to identify the causal factors leading to the behavioral health crisis situation and how best to effectively and efficiently resolve the crisis in a manner that directly involves the individual and their family/friends if possible; meeting the individual's needs in the most recovery-oriented manner possible; interventions leading to successful resolution using the least restrictive services and supports necessary.

A safe environment that reduces any risks for Eligible Patients experiencing suicidal or homicidal or assaultive ideation or behaviors to include appropriate and respectful body and belonging searches to reduce access to weapons, intoxicating substances, fire setting tools or any other belongings that may need to be restricted due to documented reasons with clear rationale.

The use of credible and valid medical, psychiatric, substance abuse disorder screening and assessment tools by competent, credentialed staff for the following assessments, including, but not limited to:

- Nursing assessment
- Psychosocial assessment
- Psychological trauma assessment
- Assessment to identify risk factors for violence and seclusion and restraint history
- Medical/physical screening and evaluation that shall include the assessment of vital signs (e.g., monitoring blood pressure, pulse, respirations, temperature); the taking of a medical history by a registered nurse and the provision of a focused History and Physical by a medical provider as appropriate; and lab work when indicated to rule out medical causes of presenting psychiatric symptoms.
- Assessment of the patient's SDoH, whether inclusive of the aforementioned instruments, or via a separate SDoH assessment.

Effective, responsive, individualized and least-restrictive treatment, including a reasonable and appropriate discharge plan that is jointly developed by Contractor and Center, and communication that will facilitate the exchange of information needed to accomplish customary utilization management activities.

If an Eligible Patient requires emergent medical care for any reason, calling 911 while assuring that basic life support responses can be provided including the ability 24/7 to provide basic life support capabilities such as CPR; pulse oximetry and external oxygen support; point of care testing such as an Accucheck for blood glucose determination; and the use of an Emergency Automatic Defibrillator. All Contractor's CSU clinical staff will require evidence based competencies in the applicable procedures.

The ability to utilize specialized procedures (e.g., physical restraint) when necessary for the protection of the Eligible Patient from immediate self-harm or protection of others from immediate harm.

Medication management and the ability to provide 24/7 formulary medications for individuals experiencing a psychiatric emergency or acute alcohol/drug withdrawal symptoms; including, the ability to provide a prescription of applicable medications as appropriate to each patient's payor or Medicaid formulary upon discharge. At a minimum, patients referred to the Center shall be discharged with a seven-day supply of appropriate medication(s).

Aggressive referral, linkage, and transition of individuals to other needed services, including collaboration with programs currently linked with the individual in crisis (e.g., substance abuse and behavioral health outpatient programs, etc.). For persons not already linked, the provider will be expected to take all reasonable steps to provide this linkage to continuity of care services in a timely manner.

Intent to work closely with the individual's family members, friends, or legally authorized representatives and other natural supports as a means of enlisting their resources to support the needs and ongoing recovery of the individual.

Provide other interventions to include group psychotherapy and individual crisis intervention as prescribed, and therapeutic services as indicated.

Contractor shall triage, provide assessments, interventions and referral services to those in crisis and provide assessment and referral for non-emergent walk-ins.

Subject to capacity and capability, CONTRACTOR is responsible for providing crisis services for Eligible Patients presenting for Services for the first time or who have received Services before, and who are either with or without involvement in an outpatient mental health/substance abuse treatment program, or when the capacity of the outpatient service has been exceeded.

Contractor will participate in Center's authorization and utilization review processes.

Contractor shall be knowledgeable of involuntary commitment procedures and have appropriate staff at the Contractor's CSU available to carry out these procedures when necessary. The need for an emergency detention or an order of protective custody should not automatically exclude an Eligible Patient from receiving Services in the Contractor's CSU.

Contractor shall work collaboratively and maintain cooperative relationships with community agencies such as: local police, sheriff, courts, probation, hospitals, mobile crisis services, health systems, the local mental health authority, and other community support agencies as necessary to provide support to the individual in crisis and continuity of care at the time of release.

Contractor shall have a working knowledge of community and state resources so that appropriate referrals can be made. Referrals may be made to respite beds, detoxification settings, halfway houses, outpatient providers, inpatient settings, etc. Referrals may also be made based on the SDoH to various nonprofit organizations.

#### D. Facilities

Contractor shall be solely responsible for securing, maintaining and operating the necessary facilities for the Contractor's CSU and Services. Substitute or additional facilities may be designated by Contractor if agreed to in writing by Contractor and Center prior to the use of the substitute or additional facilities. All facilities identified for use as CSU shall at all times meet the following criteria:

- Building must be ADA/TAS compliant.
- Building and/or signage must be clearly visible from the road.
- Building must be conducive to providing behavioral health services with safety and security of patients, staff and the community being a focus.
- Building must have a "safe holding area" that is separate for those who are brought in by the law enforcement in restraints or when behavioral issues threaten a person's safety.
- To the extent applicable, the building or facility must be licensed in accordance with regulatory and/or accrediting body requirements.

#### E. Staffing & Training

Contractor shall, in its reasonable discretion, hire and train a sufficient number of healthcare providers and staff to appropriately and competently fulfill Contractor's obligations under this Agreement.

Contractor shall ensure that all Contractor's CSU staff have the requisite competencies based on their clinical role, licensure and scope of practice and in compliance with the regulatory standards applicable to the service provided at the specific facility.

Contractor shall require its healthcare providers to maintain current licensure as mandated by the State of Texas.

#### F. Performance Standards & Quality Monitoring

Contractor is subject to conditions specified by BEXAR County Community Collaborative, and applicable terms of CENTER's SB 292 funding agreement with HHSC. Under no circumstances will Contractor bill Eligible Patients directly for any Services provided under this RFA, except that Contractor may bill and collect from Eligible Patients any and all applicable co-pays and deductibles as permitted by the Eligible Patient's payor, if any.

Contractor shall provide Center with the following data regarding the CSU and the Services, as otherwise required by Center's SB 292 funding agreement with HHSC:

- Number of patient visits, monthly
- Number of patients brought in by law enforcement, EMS, walk-in, or transferred (to include transfer source and agency name), monthly
- Payor mix, monthly
- Average length of stay (A LOS), monthly, with sub-reporting on types of patients that may increase ALOS
- 30-Day Readmissions to the CSU, sometimes called "duplications", monthly

- Final disposition, including number of hospital admissions, number referred to other services, and number referred to outpatient treatment, monthly, to include receiving/referred facility
- Identification of the SDOH of the patient, and collaboration with other agencies to close gaps that are identified, either directly by Contractor's social workers, or in conjunction with other facilities who co-manage the patient
- On-going quality indicators and quality improvement strategies
- Behavioral Restraint & Seclusion Data (including but not limited to number of episodes, unduplicated number of patients, length of restraint times, and other information identified by Center and reasonably available at Contractor), monthly
  - Patient Falls, monthly
  - Medication Errors, monthly
  - Patient Flow, monthly
  - Patient Satisfaction, monthly
  - Complaints & Grievances, monthly
  - Allegations of Abuse & Neglect, monthly
  - Patient Injuries, monthly
- Other Performance Requirements around capacity and ability to accept patients as agreed to between Center and Contractor

Center may conduct systematic audits of treatment and care performed by Contractor for Eligible Patients which may include, but is not limited to, unannounced site visits, observation of patient care, patient chart reviews, and patient interviews. In furtherance of this, Contractor shall coordinate with Center to provide reasonable access to the Contractor CSU facilities and to Center's clinical records for Services for claims and chart reviews as requested by Center.

#### G. Consideration

Payment will be made based upon a completed invoice submitted by Contractor to be sent to and approved by Center's Vice President of Restoration Services or designee at 601 N. Frio Street, San Antonio, Texas, 78207 by the tenth (10<sup>th</sup>) calendar day of the month following the month of service. Center shall pay within thirty (30) days of receiving an invoice from Contractor.

Center is not a third-party payer. Funding provided by Center is not creditable insurance coverage consistent with the definitions in 45 Code of Federal Regulations (CFR) Parts 144 and 146, or coverage based on a legally liable third-party payer.

#### H. Records and Reporting

Throughout the term of this Agreement, Center and Contractor agree to establish and maintain procedures, processes and analytics regarding law enforcement navigation, the Contractor's CSU, and related metrics and outcomes of the Services. Contractor shall provide ongoing updates to Center during regularly scheduled meetings, and as requested.

#### I. Permits, Licenses, Certifications, State & Federal Laws

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

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

Emergency Medical Treatment and Labor Act of 1986;

Texas Health and Safety Code Chapters 241, 571, 575, 576, and 577; and

Title 25 Texas Administrative Code:

Chapter 133 (relating to Hospital Licensing);

Chapter 134 (relating to Private Psychiatric Hospitals and Crisis Stabilization Units);

Chapter 404, Subchapter E (relating to Rights of Persons Receiving Mental Health Services);

Chapter 405, Subchapter E (relating to Electroconvulsive Therapy);

Chapter 411, Subchapter J (relating to Standards of Care and Treatment in Psychiatric Hospitals);

Chapter 414, Subchapter I (relating to Consent to Treatment with Psychoactive Medication – Mental Health Services); and

Chapter 415, Subchapter F (relating to Interventions in Mental Health Programs).

Medications and medication-related services will be provided to patients as specified in Title 25 Texas Administrative Code, Chapter 415 C (relating to Use and Maintenance of TDMHMR Drug Formulary).

Contract shall maintain as current and in good standing, any permits, licenses or certifications required by law to provide Services pursuant to this Agreement. These shall include, but will not be limited to:

Hospital license issued by the State of Texas;

Crisis Stabilization Unit license issues by the State of Texas;

Local Fire Marshal Inspection report and annual renewal to include quarterly summary reports of fire drills; and

Certificate of Occupancy from the City of San Antonio.

Confirmation of compliance with this provision will be provided to Center prior to the execution of this Agreement by providing copies of the above-mentioned permits, licenses and certifications. No referrals will be made under this Agreement until Contractor has complied with such terms. Contractor must inform Center immediately of any changes, including any termination, reduction, revocation, or the suspension of any certifications, registrations, or licenses held by Contractor, its employees or agents. Contractor shall report to Center any allegation that an individual licensed or certified by the State of Texas and employed by Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or licensure.

#### J. Credentialing

Contractor agrees that its licensed staff and other appropriate staff will be credentialed by Contractor as required by Center before Services are delivered.



## 004 - ASSURANCES

The Proposer assures the following (original 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 Response, 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 financial interest from an award of the proposed contract. If the Proposer is unable to make the affirmation, then the Response 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 reject any and all Responses, to waive technicalities, and to accept any advantages deemed beneficial to the Center and its consumers.
7. Proposer accepts CENTER's right to alter the timetables for procurement as set forth in the RFA.
8. The Response 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 Response 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 Response 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 Response 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 Response. 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 Response is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Response 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 Response 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 Response 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 Response is true and correct.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

## 005 - RESPONSE REQUIREMENTS

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

Applicants must submit a hard copy Response. Submit one (1) original, signed in ink and Seven (7) copies of the Response and one USB containing a copy of the entire Response in Microsoft Word format.

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

ASSURANCES. Applicant must complete, sign in ink and submit the Assurances Page found in this RFA under Section 005 – Assurances.

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.

DESCRIPTION OF PROVIDED SERVICES. 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. Applicant shall submit a copy of their current insurance certificate.

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

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

RESPONSE CHECKLIST. Complete and submit the Response Checklist found in this RFA as Attachment F.

Applicant 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 RESPONSE REQUIREMENTS MAY RESULT IN THE APPLICANT'S RESPONSE 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 Applicant 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.

## 006 - SUBMISSION OF RESPONSE

Please complete all questions in the order that they are presented in this Request for Response ("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 Response questions. If a question does not apply to the Applicant, 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 Responses. 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 Responses. Multiple omissions and/or incomplete responses may result in disqualification.

### Instructions for Submitting Responses

Applicants may submit their Questions pertaining to this RFA to Adam Velez, Director – Contracting & Procurement, by email to [avelez@chcsbc.org](mailto:avelez@chcsbc.org). Please refrain from contacting Center Staff and/or Center's Board of Trustees members during the process and direct all inquiries to the contact person listed above.

Applicant shall submit one (1) original, signed in ink, seven (7) hard copies and one (1) USB drive which contains the Response in Microsoft Word format in a sealed package clearly marked with the project name, "**Crisis Stabilization Unit, RFA 2020-007**" 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 Responses by telephone, facsimile transmission or e-mail will not be accepted. Responses may be withdrawn at any time prior to actual contract award. Each firm which submits a complete Response but is not awarded a contract will be notified in writing that the Response is no longer being considered. Any information contained in the Response that is deemed to be proprietary in nature must clearly be so designated in the Response. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

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

### Correct Legal Name.

Applicants who submit Responses 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 Applicants and limited liability company Applicants 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 Response.

Confidential or Proprietary Information. The entire response to this Request for Response 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 Response. Any cost or expense incurred by the Applicant that is associated with the preparation of the Response or during any phase of the evaluation process, shall be borne solely by Applicant.

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

## 007 - RESTRICTIONS ON COMMUNICATION

Applicants are prohibited from communicating with: 1) Center Board of Trustees regarding the RFA or Responses 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 Response has been approved or denied for contract award. 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 Response submitted by Applicant. Violation of this provision by Applicant and/or its agent may lead to disqualification of Applicant’s Response from consideration.

Exceptions to the Restrictions on Communication with Center employees include:

Applicants 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**  
**Director, Contracting & Procurement**  
**The Center for Health Care Services**  
[AVelez@chcsbc.org](mailto:AVelez@chcsbc.org) (Carbon Copy [Contracts@chcsbc.org](mailto:Contracts@chcsbc.org))

Questions submitted and the Center’s responses will be posted to the Center’s website.

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

## 008 - EVALUATION OF CRITERIA

The Center will conduct a comprehensive, fair and impartial evaluation of all Responses received in response to this RFA. The Center may appoint an evaluation committee to perform the evaluation. Each Response 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 Applicants at any time prior to final approval or denial of an Response. The Center reserves the right to approve or deny any Response based on responsiveness, qualifications, capacity needs, or other relevant factors. Final approval of a Response is subject to the action of The Center for Health Care Services’ Board of Trustees.

Evaluation criteria:

- Experience, Background, & Qualifications (including, but not limited to, evidence of compliance or ability to comply with HHSC rules; evidence of accessibility; evidence of providing quality services; evidence of financial solvency; and evidence of liability insurance.)
- Proposed Plan
- Certified Small Business Enterprise, Minority/Women Owned Business Enterprise, Historically Underutilized Business or Veteran Owned Business Enterprise Status

## 009 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

The Center may award one, more than one, or no contract(s) in response to this RFA.

The Center may accept any Response 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 approval of an Applicant is subject to Center’s Board of Trustees approval.

The Center reserves the right to accept one or more Responses or reject any or all Responses received in response to this RFA, and to waive informalities and irregularities in the Responses 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 Responses, regardless of comparability of qualifications, terms or any other matter, to waive any formalities, and to

negotiate on the basis of the Responses received for the most favorable terms and best service for the Center. If an applicant is approved, the applicant 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 Applicant 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 contract negotiations.

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 an Response or in anticipation of a contract.

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

A contracted Applicant must be able to formally invoice the Center for services rendered.

Independent Contractor. Applicant agrees and understands that, if approved for contract, 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's, responsible for their respective acts or omissions, and that Center shall in no way be responsible for Applicant'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.

## **010 - INSURANCE REQUIREMENTS**

### **INSURANCE**

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

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 "**Crisis Stabilization Unit**" 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:

[Remainder of page intentionally left blank]

<u>TYPE</u>	<u>AMOUNTS</u>
1. Employers' Liability	\$500,000/\$1,000,000/\$1,000,000
2. E/O Insurance	\$2,000,000
3. Automobile Insurance	State Statutory Limits

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory Limits
2. 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	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
3. 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.

**011 - RFA ATTACHMENTS**

**RFA ATTACHMENT A, PART ONE**

**GENERAL INFORMATION FORM**

**1. Applicant Information:** Provide the following information regarding the Applicant.  
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.

Applicant 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 Applicant.

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 Responses to provide services under a contract which has been identified as "High Profile". Therefore, Applicant must provide the name of person that will sign the contract for the Applicant, if awarded.)

Provide any other names under which Applicant 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:  
City: \_\_\_\_\_ 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: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**3. Does Applicant 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 Applicant's account: \_\_\_\_\_

Federal taxpayer I.D. number: \_\_\_\_\_

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

Yes \_\_\_ No \_\_\_ If "Yes", list authorizations/licenses.

\_\_\_\_\_  
\_\_\_\_\_

**5. Where is the Applicant's corporate headquarters located?** \_\_\_\_\_

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

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

a. How long has the Applicant 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 Applicant has an office located within Bexar County, Texas:

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

c. How long has the Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant has been a party during the last five (5) years. Provide details on any judgments or settlements obtained against Applicant. Label **Exhibit III**

Has Applicant 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 Applicant Medicaid Provider number(s) have ever been suspended or revoked. Yes or No (circle one) If "yes", explain in **Exhibit V (if applicable)**

Has Applicant 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 Applicant 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 Applicant 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.

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**10. Disciplinary Action:** Has the Applicant 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.

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**11. Previous Contracts:**

a. Has the Applicant 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.

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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.

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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.

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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 Applicant 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

### DESCRIPTION OF PROVIDED SERVICES

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

1. Describe the Applicant's Crisis Stabilization Process, including how it is staffed. Attach any documents or forms used in the process.
2. Provide Applicant's maximum service capacity for Crisis Stabilization Unit.
3. Is the Applicant's staff current with in-service training as required by the Credentialing/licensing agency or the Center (if currently under contract as a service provider)?
4. Describe the Applicant'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 Applicant for employees who will provide services. Note specific training within the past two (2) years related to patient rights and standards of service. Is Applicant's staff current with in-service training as required by the credentialing/licensing agency or the Center (if currently under contract as a service provider)?
7. Describe the Applicant'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 Applicant's ability to work with persons with physical impairments and adaptive equipment.
9. Describe how the Applicant ensures cultural competency on the part of staff with regard to ethnic, racial, religious and sexual orientation differences.
11. Provide a certified statement that Applicant's facilities and services are compliant with the accessibility requirements of the Americans with Disability Act (ADA) labeled **Exhibit VII**

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

**RFA ATTACHMENT A**

**RATES & PAYMENT**

Contractor agrees to accept the daily bed rate (below) as payment in full from Center for the approved services described in this RFA.

The Center will not be responsible for payment to other providers of services to patients served by the Contractor, whether the Contractors are employed by Contractor or independent contractor providers.

The Rate set forth below for the services to be provided by Contractor will be inclusive of all services described in the left column (headed "Scope of Services") of the table immediately below.

Payments made pursuant to any agreement awarded under this Application must cover the costs for all medical care and treatment including the cost of services incurred by or on behalf of patients admitted to the Provider.	\$642.00 daily bed rate* (*Daily rate is based on current HHSC funding and is subject to change.)

## **RFA ATTACHMENT B**

### **EXCEPTIONS**

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



**RFA 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 Applicant 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 D**

**RESPONSE CHECKLIST**

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

Document	Initial to Indicate Document is Attached to Response
Table of Contents	
Executive Summary	
*Assurances	
General Information and References RFA Attachment A, Part One	
Experience, Background & Qualifications RFA Attachment A, Part Two	
Description of Provided Services RFA Attachment A, Part Three	
Proof of Insurability - Submit Copy of Current Certificate of Insurance	
Exceptions Attachment B	
*Signature Page RFA Attachment C	
Response Checklist RFA Attachment D	
One (1) Original, seven (7) hard copies and one (1) USB with entire Response in Microsoft Word format	

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