



**THE CENTER FOR HEALTH CARE
SERVICES**

**REQUEST FOR APPLICATIONS
("RFA")
(RFA-2021-013)**

for

Adult Inpatient Psychiatric Hospital Services

Release Date: 4/14/2021

001 - TABLE OF CONTENTS

001 - TABLE OF CONTENTS..... 2
002 - BACKGROUND 3
003 - SCOPE OF SERVICES 4
004 - ASSURANCES 9
005 - APPLICATION REQUIREMENTS 10
006 - SUBMISSION OF APPLICATION 11
007 - RESTRICTIONS ON COMMUNICATION 12
008 - EVALUATION OF CRITERIA 12
009 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS 12
010 - INSURANCE REQUIREMENTS..... 13
011 - RFA ATTACHMENTS..... 16

002 - BACKGROUND

The Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services ("Center, CHCS") is a 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 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 Applications from qualified and interested vendors (herein “Applicant” or “Provider”) capable of providing Adult Inpatient Psychiatric Hospital Services to Center-authorized persons with serious mental illness ((referred to herein as “patient(s)” or “consumer(s)”), as further defined in this Request for Applications (“RFA”) document.

A. Inpatient Psychiatric Intensive Care

As required by the Center’s contract with Health & Human Services Commission (HHSC), hospital services shall be staffed with medical and nursing professionals who provide 24-hour professional monitoring, supervision, and assistance in an environment designed to provide safety and security during acute psychiatric crisis. Staff provides intensive interventions designed to relieve acute psychiatric symptomatology and restore patient’s ability to function in a less restrictive setting. The services to be provided shall include: (a) crisis stabilization and assessment; (b) acute care psychiatric treatment; and (c) appropriate disposition in conjunction with Center’s Mobile Crisis Outreach Team (MCOT) staff. This acute setting will provide or cause to be provided, on a 24-hour basis, a full range of diagnostic and therapeutic services, with the capability for immediate implementation of emergency psychiatric and medical interventions. Provider will ensure 24-hour per day physician coverage by a board certified/eligible psychiatrist, direct daily involvement of the attending psychiatrist in the direction and management of a multi-disciplinary treatment plan, and 24-hour per day skilled nursing care. The condition and response to treatment of the adult served will be continuously monitored and assessed. Both appropriate voluntary and involuntary admissions will be accepted. All primary clinical service providers will be fully qualified mental health professionals to include board certified/eligible psychiatrists, licensed social workers, licensed professional counselors, and licensed psychologists. Services will include, but not be limited to:

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

B. Admission, Continuity of Care, and Discharge Requirements

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

- a. Effective, responsive, individualized, and least restrictive treatment;
- b. Treatment and care through the development and implementation of a Comprehensive Treatment Plan and corresponding intervention(s) including but not limited to:
 - i. A reasonable and appropriate discharge plan that is JOINTLY DEVELOPED by the Center and the Provider;
 - ii. Communication that will facilitate the exchange of information needed to accomplish common Utilization Management activities;
 - iii. All discharge summaries must include the 5 axes and must be completed, signed, and forwarded to Center intake within 24 hours of discharge.
- c. Promotion of recovery, independence, and self-sufficiency;
- d. Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy rules;
- e. Comprehensive client/patient rights consistent with regulatory requirements and requirements of The Joint Commission (TJC) or other accrediting body granted deeming authority by the Center for Medicare and Medicaid Services (CMS);
- f. Interdisciplinary, goal-directed and evidence-based treatment;
- g. Behavior management program;
- h. Culturally competent treatment; and
- i. Telemedicine (if currently provided), in accordance with applicable HHSC rules and regulations.

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

- a. Using assessment tools to identify risk factors for violence and seclusion and restraint history;
- b. Using a trauma assessment;
- c. Using tools to identify persons with risk factors for death and injury;
- d. Using de-escalating or safety surveys; and
- e. Making environmental changes to include comfort and sensory rooms and other meaningful clinical interventions that assist people in emotional self-management.

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

- a. Provider must not allow admissions to Center-funded inpatient beds without Center approval. The Center will maintain an admission queue and will inform Provider(s) of the next patient up for admission. Admissions without express Center referral from the queue will not be eligible for payment;
- b. When the Provider admits a patient, a physician must issue and sign a written order admitting the patient;
- c. The Provider must conduct an intake process as soon as possible, but not later than 24 hours after the patient is admitted;
- d. Upon admission of a patient to Provider, the Provider must begin discharge planning for the patient with the Center. Provider will inform Center's MCOT of anticipated discharges as soon as they are known;
- e. Discharge planning must involve the Provider treatment team, the designated Center liaison staff or other Center-designated staff, the designated Local Intellectual & Developmental Disability Authority (LIDDA) liaison staff if appropriate, the patient, the patient's legally authorized representative (LAR), if any, and any other individual authorized by the patient;
- f. Discharge planning must include, at a minimum, the following activities:
 - i. A determination of the following:
 1. The amount of medication that will be provided upon discharge or transfer, and the amount of medication the patient will need after discharge or transfer until the patient is evaluated by a physician. At a minimum, patients shall be discharged with a seven-day supply of medication(s); and
 2. The name of the individual or entity responsible for providing and paying for the medication needed after discharge or transfer until the patient is evaluated by a physician
 - ii. Development of a transportation plan.

C. Patients Served

The Center is purchasing the inpatient beds at the stated occupied bed rate within Exhibit XII. The Local Service Area for patients served under this Application is Bexar County.

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

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

Provider will conduct medical screening evaluations and make medical condition determinations of Center-authorized patients. Acute and Chronic Medical Condition Criteria: The presence of any of the following represent an acute or chronic medical conditions that the Hospital does not have the capability to treat and so, in accordance with the Emergency Medical Treatment & Labor Act (EMTALA) and state law, the Hospital will provide evaluation and treatment within its capability to stabilize the person and will arrange for the person to be transferred to a hospital that has the capability to treat the condition:

Medical Emergency Indicators, including:

- Overdose;
- Chest Pain;
- Fluctuating Consciousness;
- Stab wound, bleeding or serious injury;
- Seizure activity;
- Complications from Diabetes;
- Injured in assault or fight;
- Victim of a sexual assault; or
- Resident of a nursing home or assisted living facility.

Acute Medical Conditions, including:

- Acute overdose resulting in any vital sign instability in the prior 24 hours;
- Acute drug intoxication (blood alcohol level over 0.1);
- Unconscious or fluctuating consciousness;
- Delirium, including substance induced syndrome;
- Uncontrolled seizure activity;
- Recent trauma that has not received medical evaluation, including fractures, lacerations, burns, head trauma, and

bleeding;

Recent assault or fight that has not received medical evaluation;

Recent Sexual assault that has not received medical evaluation;

Blood pressure greater than 160-110;

Pulse less than 50, or any symptomatic bradycardia, in the prior 24 hours;

Pulse greater than 120 in the prior 24 hours;

Temperature above 101° Fahrenheit;

White blood count (WBC) greater than 15,000;

Hemoglobin (HGB) less than 10;

Hematocrit (HCT) less than 30;

Any abnormal electrolytes;

Creatinine4 phosphokinase (CPK) greater than 1500; or. CPK greater than 1000 with elevated temperature and muscular rigidity;

Serum glucose below 70 or over 400 during prior 48 hours;

Acute O2 saturation below 90%;

Chest pain;

Shortness of breath;

Unstable arrhythmia;

Pulmonary edema;

Acute congestive heart failure;

Acute respiratory distress syndrome;

Acute asthma; Acute cardiovascular accident;

Acute CNS trauma;

Gastrointestinal (GI) bleeding during prior 48 hours;

Requires indwelling tubing (for example, a nasogastric tube);

Post-op instability, demonstrated as any instability in vital signs or laboratory values in the prior 48 hours; or

Open wounds and/or wounds requiring sterile equipment to manage.

Chronic Medical Conditions, including individuals who:

Require specialized cancer care, including radiation or chemotherapy;

Require medical care from a nursing home, prior to admission;

Require care for decubiti – Stage 3-4;

Require blood or blood product transfusion;

Require continuous oxygen, oximetry, or support equipment (CPCPs, BiPAPs, O2 concentrators);

Are being treated for active tuberculosis (TB);

Require isolation for the purpose of infection control;

Require on-going intravenous (IV);

Have a subclavian line, arterial line, or require hyperalimentation or total parenteral nutrition (TPN)

Require suctioning;

Require peritoneal or hemodialysis treatments;

Require complex care or sterile equipment for managing the care of wounds;

Require tracheotomy care and have a chronic condition that causes non-ambulation to an extent to preclude the engagement in treatment programming;

Are considered a high-risk pregnancy;

Have a multiparous pregnancy; or

Are pregnant and at 38-weeks' gestation or later.

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

D. Data Collection

Provider shall timely comply with all data collection and reporting requirements outlined by Center, with data entry/submission of reporting elements within two business days of receipt/action and discharge summary data to be

entered/submitted within 24 hours following discharge. Data elements to be regularly reported to Center shall include, but not be limited to the following:

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

E. Compliance with Applicable Law

Provider 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).

F. Provider Eligibility Requirements

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

I. Licensing and Accreditation:

1. Provider shall provide evidence that it maintains a license as a private psychiatric hospital in accordance with Chapter 577 of the Texas Health and Safety Code and with 25 Texas Administrative Code Chapter 134, concerning Private Psychiatric Hospitals and Crisis Stabilization Units, or a General or Special Hospital in accordance with Chapter 241 of the Texas health and Safety Code and with 25 Texas Administrative Code Chapter 133, concerning Hospital Licensing.
2. Provider shall provide evidence that it maintains its accreditation with The Joint Commission (TJC) or other accrediting body granted deeming authority by the Center for Medicare and Medicaid Services (CMS) as a hospital throughout the term of this Program Attachment.

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

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

IV. Provider and staff to perform services meet minimum and mandatory credentialing requirements for the services to be provided;

V. Provider is able to provide, directly or through interpretation, services in the language of the person receiving services and to hearing impaired patients;

VI. Provider can engage and involve patients, their legally authorized representatives, and families in the policy and practice levels within the Applicant's organization or individual practice;

- VII. Provider has the ability and capacity to provide inpatient hospital services to individuals referred by the Center for admission; and
- VIII. Provider has the ability to provide services in compliance with HHSC contract requirements.
- IX. In any situation where a consortium of providers is applying, a single entity responsible for services must be identified and the financial agent must be an organization with a demonstrated ability to manage funds.

G. Center Responsibilities

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

H. Provider Responsibilities

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

004 - ASSURANCES

The 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 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 financial 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 reject any and all applications, 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 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: _____

005 - APPLICATION REQUIREMENTS

Applicant'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 Applicant's ability to perform the services being requested and provide the Center with enough information to properly evaluate applications.

Applicants must submit one (1) original, signed in ink and five (5) copies of the application and one USB or six (6) USBs containing a copy of the entire Response in Microsoft Word or Adobe PDF format containing a copy of the entire application.

TABLE OF CONTENTS

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. **ELECTRONIC SIGNATURES WILL BE ACCEPTED IF SUBMITTING VIA USB.**

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.

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

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

SIGNATURE PAGE. Applicant must complete, sign in ink and submit the Signature Page found in this RFA as Attachment C. 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 Applicant or partner of partnership Applicant 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 D.

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 APPLICATION REQUIREMENTS MAY RESULT IN THE APPLICANT'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 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 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 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 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

Applicants may submit their Questions pertaining to this RFA to Adam Velez, Director – Contracting & Procurement, by email to 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 may submit a response by submitting one original, signed in ink and five (5) copies of the response and one USB or six (6) USBs containing a copy of the entire Response in Microsoft Word or Adobe PDF format in a sealed package clearly marked with the project name, "**Adult Inpatient Psychiatric Hospital Services, RFA 2021-013**" 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 applications by telephone, facsimile transmission or e-mail will not be accepted.

Applications may be withdrawn at any time prior to actual contract award. 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.

Applicants 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 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 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 Applicant that is associated with the preparation of the Application 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 application as to why the Applicant is taking exception. Be specific as to the reasons for the exception in Attachment B.

007 - RESTRICTIONS ON COMMUNICATION

Applicants 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 application 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 application submitted by Applicant. Violation of this provision by Applicant and/or its agent may lead to disqualification of Applicant’s application 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 (Carbon Copy 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 Applications received in response to this RFA. The Center may appoint an evaluation 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 Applicants at any time prior to final approval or denial of an application. The Center reserves the right to approve or deny any application based on responsiveness, qualifications, capacity needs, or other relevant factors. Final approval of an application 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.)
- Description of Provided Services
- 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 anticipated term for a contract awarded in response to this RFA is through **August 31, 2021**. The term of the contract may be extended thereafter by mutual agreement of the parties or by re-solicitation for services by the Center. All extensions or renewals of the contract shall be in writing and signed by President/CEO, or their designee.

The Center may terminate a contract at any time if funds are restricted, withdrawn, not approved or for unsatisfactory service.

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

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

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

A Respondent's financial integrity is of interest to the Center ; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the Center , Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State

of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

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

TYPE	AMOUNTS
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: _____

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:

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: _____

2. **Contact Information:** List the one person who the Center may contact concerning your Application 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.

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.

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.

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

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

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

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

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

REFERENCES

Provide three (3) references, that 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 Contractor's:

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

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

3. Provide Applicant's total number of adult psychiatric inpatient hospital beds in Bexar County.

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.

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

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 two years. Label as **Exhibit VIII**
3. Provide a current Financial Statement including Cash Flow. Label as **Exhibit IX**

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 EXHIBIT XII

RATES & PAYMENT

Provider agrees to accept the bed day rate (below) as payment in full from Center for the approved patient services described in this RFA. Provider has an affirmative duty to coordinate the benefits of consumers referred to Provider by Center; Provider shall utilize any available third party funding before the funds provided by Center hereunder. Arrangements for payment of services not covered by this RFA and any resulting contract will be solely between the patient and the Provider.

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

The Rate set forth below by Provider for the services to be provided by Provider will be inclusive of all services described above under Exhibit A, and as described in the left column (headed "Scope of Services") of the table immediately below. It is also understood and agreed that Provider will not be paid a separate amount for admission costs.

Payments made pursuant to any agreement awarded under this Application, combined with any available third-party insurance, indigent care programs, or other local medical care programs, must cover the costs for all medical care and treatment including the cost of psychiatric and physician services and all non-prescription and prescription medications incurred by or on behalf of patients admitted to the Provider. This includes all on-site medical care and treatment, as well as all outside medical care and treatment, emergency room and hospitalization costs, as well as any and all charges by specialists, consultants, and laboratories, incurred by or on behalf of patients admitted.	\$677.00 per day per occupied bed*. For reporting and pay purposes, the day of discharge will not be counted or paid. CENTER does not pay patient transportation costs between hospitals or from ER to contracted beds. (*Daily rate is based on current HHSC funding and is subject to change.)
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The Center agrees to pay Provider(s) for Covered Services based on the schedule to be described in a completed contract. The Center will not pay Provider(s) for non-authorized services. The Center does not guarantee any specific level of utilization of contracted services.

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

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

Applicant agrees to accept the rates listed as payment in full for approved patient services. The Applicant will not submit a claim or bill or collect compensation from the Center for any non-contracted service. Applicant agrees that compensation for providing services not covered by its contract with the Center will be solely between the patient and the Applicant. The patient must be informed in writing before any services are provided, that the Center is not responsible for payment for such services. Patients are responsible for payment for those services only if the patient and/or the patient's Legally Authorized Representative consents in writing prior to the provision of such non-covered services.

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

The Rates set for the services to be provided by Applicant will be inclusive of all services described in scope of services for which the Applicant is submitting this response.

If the Applicant becomes a contracted Service Provider for the Center, said Applicant 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 Center for any payments for inpatient dates of services that are subsequently paid/payable by a third party pay source.

RFA EXHIBIT XIII

HHSC DATA REPORTING ELEMENTS & SCHEDULE

These data elements shall be routinely reported by Provider(s) to Center for Center's reporting to HHSC:

Indicator Description	Schedule
Calculate average cost per patient served.	Quarterly
Maintain accreditation and certifications.	Quarterly
Calculate average cost per bed day.	Quarterly
Calculate average daily census.	Monthly
(Continue to) Report and evaluate findings from Joint Commission or other accreditation Self-Assessment Tool.	Semiannually
(Continue to demonstrate efforts to reduce) Establish a baseline of the rate of confirmed allegations of abuse and neglect.	Quarterly
Analyze patient complaints and grievances.	Quarterly
Continue to demonstrate efforts to reduce the restraints and seclusion rate with a goal of zero.	Semiannually
Utilize the Behavioral Restraint and Seclusion Monitoring Instrument.	Monthly
Maintain 95% compliance for data integrity review (DIR) measures.	Annually
Calculate the average length-of-stay in the hospitals.	Quarterly
Calculate, trend and review rate of patient injuries.	Quarterly
Continue to demonstrate efforts to reduce patient injuries caused by behavioral restraint and seclusion.	Quarterly
Patient care satisfaction report	Monthly

RFA EXHIBIT XIV

Sample Contract

Posted as Separate Attachment

RFA ATTACHMENT D

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	
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	
Application Checklist RFA Attachment D	
One (1) Original, five (5) hard copies and one (1) USB or six (6) USBs 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.**