



# **THE CENTER**

**FOR HEALTH CARE SERVICES**

*Mental Health & Substance Abuse Solutions*

**Where hope and healing begin.**

**REQUEST FOR APPLICATIONS  
("RFA")  
(RFA-2022-001)  
for  
Child Outpatient Services**

Release Date: 9/30/2021

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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, 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 Responses from qualified and interested vendors (herein “Respondent”) capable of providing Child Outpatient Services to CENTER-authorized persons with serious mental illnesses who reside in Bexar County, as further defined in this Request for Applications (“RFA”) document.

### Local Authority Responsibilities and Transition Goals

The Local Authority’s responsibilities will include, but are not limited to, making appropriate referrals for Services, authorizing Services rendered by the Successful Proposer, and processing accurate claims for payment. The Local Authority is also responsible for case management, utilization management, quality assurance and monitoring of the Contract for compliance. Noncompliance of the Contract will result in possible sanctions and/or termination of the Contract. The Local Authority ensures that the Services address the needs of the Priority Population as required by the State Authority, and that those Services comply with the rules and standards adopted under Section 534.053 of the Health and Safety Code. These standards may be found at [www.txcourts.gov/media/1440500/21st-edition-texas-laws-relating-to-mental-health.pdf](http://www.txcourts.gov/media/1440500/21st-edition-texas-laws-relating-to-mental-health.pdf). The Local Authority directs its activities based on its mission and values, which can be found on page 2 of this RFA.

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

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

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

### Successful Proposer Responsibilities

The Successful Proposer(s) will provide the following services and will submit these billable services to the CENTER for payment.

- Rehabilitative Services – Services that:
  1. Are individualized, age appropriate training, and instructional guidance that restore an individual’s functional deficits due to serious emotional disturbance (SED);
  2. Are designed to improve or maintain the individual’s ability to remain in the community as a fully integrated and functioning member of that community; and
  3. Consist of the following services:
    - Medication Training & Support Services – Education and guidance about medications and their possible side effects provided to children, youths, and caregivers and/or Legally Authorized Representatives (LAR).
    - Skills Training & Development – Training provided to an individual and/or the primary caregiver or Legally Authorized Representative (LAR), that addresses the serious emotional disturbance (SED) and symptom-related problems that interfere with the individual’s functioning and living, working, and learning environment; Provides opportunities for the individual to acquire and improve skills needed to function as appropriately and independently as possible in the community, and facilitates the individual’s community integration and increases his or her community tenure. For transition age youth, the skills training and development may also include supported employment and supportive housing services.
    - Crisis Intervention Services – Interventions provided in response to a crisis in order to reduce or manage symptoms of serious mental illness or SED and to prevent admission of an individual to a more restrictive environment.

*\*As described in 26 TAC, Part 1, Chapter 306, Subchapter F – Mental Health Rehabilitative Services, Rule 306.301 – Rule 306.319.*

In addition, the Successful Proposer shall also make the following services available and will be required to bill their own pay source.

- Pharmacological Management / Physician Services
- Counseling

The Successful Proposer(s) shall:

1. Maintain all records regarding treatment and/or services to Clients under this Contract for a period of seven (7) years, and must allow the Local Authority, its agents, and/or regulatory agencies immediate access during regular business hours to such records upon request.
2. Comply with all state and federal laws regarding the confidentiality of Clients' records and nondiscrimination.
3. Comply with all applicable requirements of the Local Authority's Contract with HHSC and any subsequent revisions.
4. Agree that their names may be used, along with descriptions of the facilities, care, and services in information distributed by the Local Authority in the list of its Respondents.
5. Cooperate with the CENTER in coordination of Client benefits and abide by CENTER policies relating to coordination of benefits, ability to pay, subrogation, and duplicate coverage.
6. Acknowledge that the CENTER is considered the Payer of Last Resort.
7. Actively assist in the disbursement of Client and advocate satisfaction surveys.
8. Develop a method to resolve disagreements with Clients and stakeholders, which will include Client involvement. The process for Client appeals and dispute resolution must be approved by the Local Authority.
9. Be responsible for peer review and quality management.
10. Cooperate and assist with and will not at any time prevent or hinder a Client from changing Respondents.
11. Assume sole responsibility for any recoupment of funds, repayments, or fines, as a result of Medicaid or other audits related to the services they provide under a resulting Contract that are attributable to the mistakes and negligence, of service requirements, service targets and outcomes as required under the Contract of the Successful Proposer. The Local Authority shall be authorized to offset against payments to the Successful Proposer for any mandatory penalties assessed against the Local Authority, as a result of the mistakes or negligence of the Successful Proposer.
12. Be required to execute a Contract with the Local Authority that will identify the duties and responsibilities of the parties as identified in the RFA, and other Contractual terms and conditions.
13. Be able to see accepted referrals within one week and within one day in urgent cases.
14. Seek to help control medication costs where possible.
15. Use the Local Authority formulary when prescribing medications.
16. Be available to respond to emergency calls, to include after-hours, from assigned Clients (Local Authority will create Crisis Safety Plan for authorization and coordination of crisis services, as necessary for Client care).
17. Comply with the rules and standards adopted under Section 534.053 of the Texas Health and Safety Code, the HHSC Community Standards of Community Mental Health CENTERS and Community Service Programs, and applicable local, state, and federal laws, rules and regulations.
18. Be subject to all state and federal laws, rules and regulations that apply to all persons or entities receiving state and federal funds, including provisions of the Clean Air Act and the Federal Water Pollution Control Act, as amended, found at 42 C.F.R. 7401, et seq. and 33 U.S.C. 1251, et seq., respectively; the exclusion, debarment, and suspension provisions of Section 1128(a) or (b) of the Social Security Act (42 USC §1320 a-7), or Executive Order 12549; the provisions of the Byrd Anti-Lobbying Amendment, found at 31 U.S.C. 1352, relating to use of federal funds for lobbying for or obtaining federal Contracts; Health and Safety Code, Chapter 85, Subchapter E, relating to the Duties of State Agencies and State Proposers for the confidentiality of AIDS and HIV-related medical information and an anti-discrimination policy for employees and Members with communicable diseases; confidentiality provisions relating to Member information; Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all requirements imposed by the regulations implementing these acts and

all amendments to the laws and regulations; the provisions of Executive Order 11246, as amended by 11375, relating to Equal Employment Opportunity; Texas Government Code, Title 10, Subtitle D, Chapter 2161 and 1 TAC §111.11(b) and 111.13(c)(7) relating to the good faith effort to use Historically Underutilized Businesses (HUBs); section 9-7.06 of Article IX of the General Appropriations Act of 1999 regarding "Buy Texas"; Texas Family Code §231.006 regarding child support payments; and chapter 552 of the Texas Government Code regarding the release of public information.

19. The Successful Proposer shall complete all training required by the Local Authority and by federal, state and local standards prior to the provision of services under a resulting Contract and throughout the term of that Contract. The Successful Proposer will be responsible for the cost of any required training.
20. In any resulting Contract, the Local Authority will not agree to waive any immunities or limited liability, which it may have by operation of law, nor shall the Local Authority agree to indemnify a Contract for claims or causes of action that may be assessed by third parties for accident, injury, or death.
21. The Successful Proposer may be required to submit employee background clearances, as required by State or other regulatory agencies.
22. The Successful Proposer must meet any insurance thresholds required by the RFA at the time a resulting Contract is executed, including naming the Local Authority as an additional insured.
23. The Successful Proposer agrees to comply with the Local Authority's Policy and Procedures regarding Electronic Medical Records (EMR), including use of the Local Authority's EMR. The Successful Proposer will be responsible for the cost of any required training and software licenses.

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

1. Is capable of submitting claim/encounter data by the 10<sup>th</sup> calendar day of the month following the date of service and is able to meet future changes to HHSC requirements on claim/encounter data or other PHI submissions.
2. Is capable of reconciling billing to accounts receivable within 30 calendar days.
3. Has business office staff that understands and is able to properly utilize the billing processes mandated by the Texas Health and Human Services Commission.
4. Is capable of billing all Medicaid and Chip HMOs in the local service area for Services provided by eligible and credentialed Respondents.
5. Is responsible for assisting the Local Authority with the determination of benefits eligibility and Prescription Assistance Program (PAP) for Clients.
6. Is capable of identifying Local Authority Clients through the Local Authority's assigned Client Number for determining eligibility for services and billing purposes.

Is capable of collecting and reporting on utilization data related to services delivered, and is capable of providing utilization reports as requested by the CENTER with reasonable notice to Proposer.

## Service Descriptions

**\*\*Refer to Attachment D for additional Level of Care descriptions.\*\***

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

### **Level of Care (LOC-1)**

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

### **Level of Care (LOC-2)**

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

### **Level of Care (LOC-3)**

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

## 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 an 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 Health & Human Services Commission (HHSC), 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.
8. Proposer accepts CENTER's right to alter the timetables for procurement as set forth in the RFA.
9. 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.
10. 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.
11. 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.
12. CENTER has the right to complete background checks and to verify information submitted by a Proposer.
13. The individual signing this document and the contract is authorized to legally bind the Proposer.
14. The address submitted by the Proposer to be used for all notices sent by CENTER is current and correct.
15. All cost and pricing information is reflected in the Application documents or attachments.
16. That the Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. Proposer has no conflict of interest and meets the standards of conduct requirements pursuant to Texas Administrative Code Section 412.54(c).
24. 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.

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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 004 – Assurances. **COPIES OF SIGNATURE WILL NOT BE ACCEPTED.**

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

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

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.

SIGNATURE PAGE. Applicant must complete, sign in ink and submit the Signature Page found in this RFA as Attachment E. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the application. Applications signed by a person other than an officer of a corporate 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 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 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 Randa Gipson, Contract Administrator, by email to [rgipson@chcsbc.org](mailto:rgipson@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, "**Child Outpatient Services, RFA 2022-002**" 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.

## 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:

**Randa Gipson**  
**Contract Administrator, Contracting & Procurement**  
**The Center for Health Care Services**  
[rgipson@chcsbc.org](mailto:rgipson@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 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, 2024. 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 renewals 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 "**Child Outpatient Services**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Center will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Center. The Center shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Center's Contract & Procurement Department. No officer or employee, other than the Center's Director of Contracting & Procurement, shall have authority to waive this requirement.

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

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

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

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.

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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, which 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 TWO**

### **EXPERIENCE, BACKGROUND, QUALIFICATIONS**

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

1. Describe Respondent's company history, evidencing its strengths and stability, including number of years in business, licensing information (if applicable), number of years providing this type of proposed service, existing customer satisfaction data, number of customers in Texas and areas covered in Texas.
2. Describe Respondent's experience in community behavioral healthcare, relevant to the Scope of Services requested by this RFA. List and describe relevant projects of similar size and scope performed over the past four years.
3. Describe Respondent's specific experience with similar agencies, especially large organizations with multiple locations. If Respondent has provided services for the CENTER in the past, identify the name of the Contract and service provided.
4. List other resources, including total number of employees, number and location of offices, and number and types of equipment available to support this project.
5. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the Contract.
6. List any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications. Include all credentials, certifications, and/or accreditations the Respondent currently holds.
7. List all other resources that would be made available to the CENTER if awarded the Contract.

## **RFA ATTACHMENT A, PART THREE**

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

### **Quality Management/Utilization Management**

List all licenses, credentials, certifications, and/or accreditations the Proposer currently holds related to the Services. Provide copies of all licenses, certifications, accreditations.

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

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

Describe the Proposer's internal utilization management procedures. Describe methods for ensuring that individuals are receiving services in accordance with internal standards of care. Provide copies of recent reports to payors showing the Proposer's performance relative to its utilization management requirements.

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

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

Describe or attach policies and procedures, which describe any process the Proposer presently has to receive communication from Clients, family members and advocates, and to receive and resolve complaints and grievances. Describe how the results are used to improve services.

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

### **Services Required by the Texas Health and Human Services Commission**

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

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

Describe in detail the array of Comprehensive Services the Proposer would offer under its Proposal. Identify units of Service, where Services are offered, who would provide Services (education and credentials), and the times of day and days of the week the Services would be available. Indicate the capacity the Proposer is capable of serving for each required Level of Care. Include a copy of Services schedules and descriptions.

Describe the frequency and type of in-service training currently offered by the Proposer or provided to employees including, but not limited to, training related to Client rights and standards of services. Provide training curriculum.

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

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

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

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

Describe the Proposer’s ability to work with persons who are hearing impaired, persons who have limited language skills and persons who speak a language other than English.

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

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

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

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

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

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

**Budget/Financial**

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

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

Create the following table:

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

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

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

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

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

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

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

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

## **Risk Profile**

Attach a copy of your Risk Management Plan.

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

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

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

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

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

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

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

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

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

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

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

Provide a Certificate of Insurance showing insurance coverage.

Attach all policies and procedures regarding medical records security.

## **Managed Care Profile**

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

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

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

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

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

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

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

### **Information Systems**

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

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

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

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

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

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

## Best Practices

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

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

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

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

1. Providing services to persons without funding.
2. Providing transportation to/from domicile to service site.
3. Providing after hours and non-weekday service delivery.

Creative approaches to successful engagement with Clients.

**RFA ATTACHMENT B**

**RATES & PAYMENT**

Respondent agrees to accept the rate (below) as payment in full from CENTER for the approved Client services described in this RFA. Arrangements for payment of services not covered by this RFA and any resulting Contract will be solely between the Client and the Respondent. The Client must be informed in writing before any non-Contracted services are provided that the CENTER is not responsible for payment for such services. Clients are responsible for payment for those services only if the Client or the Client's LAR, if applicable, consents in writing to the provision of such non-covered services prior to service delivery.

The CENTER will not be responsible for payment to other Respondents of services to Clients served by the Respondent, whether the Respondents are employed by Respondent or independent Contractor Respondents. The rate set forth below by CENTER for the services to be provided by Respondent will be inclusive of all services described above under Scope of Services. It is also understood and agreed that Respondent will not be paid a separate amount for admission costs.

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

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

This 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.

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

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

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

**Reminder:** The Successful Proposer shall also make the following services available and will be required to bill their own pay source.

- Pharmacological Management / Physician Services
- Counseling

## RFA ATTACHMENT C

### Mental Health Priority Population Definitions & Requirements

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

Children ages three (3) through seventeen (17) with serious emotional disturbance (other than a single diagnosis of substance abuse, or intellectual or developmental disability or autism spectrum disorder) who exhibit serious functional impairment or who:

1. are at risk of disruption of a preferred living or child care environment due to psychiatric symptoms; or
2. are enrolled in special education because of a serious emotional disturbance.

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

#### **A. Children's Services**

1. Community Services
  - a. Contractor shall provide the community-based services outlined in Health and Safety Code Chapter 534, § 534.053, which are incorporated into services defined in the Health and Human Services Commission Information Item G.
2. Populations Served
  - a. Child and Youth Mental Health (MH) Priority Population – children ages 3 through 17 with serious emotional disturbance (other than a single diagnosis of substance abuse, or intellectual or developmental disability, or autism spectrum disorder) who exhibit serious functional impairment or who:
    1. Are at risk of disruption of a preferred living or child care environment due to psychiatric symptoms; or
    2. Are enrolled in special education because of a serious emotional disturbance.
  - b. Age Limitations:
    1. Children under the age of three who have a diagnosed physical or mental condition are to be served through the Early Childhood Intervention program; and
    2. Youth 17 years old and younger must be screened for CMH services. Youth receiving CMH services who are approaching their 18<sup>th</sup> birthday, and continue to need mental health services, shall be referred to another community provider, dependent upon the individual's needs. Individuals reaching 18 years of age, who continue to need mental health services, may be transferred to Adult Mental Health (AMH) services without meeting the adult priority population criteria, and served for up to one additional year.
    3. For purposes of this Contract, definitions of "child" and "youth" are as follows:
      - a) Child: An individual who is at least three years of age, but younger than 13 years of age.
      - b) Youth: An individual who is at least 13 years of age, but younger than 18 years of age.
  - c. Service Determination:
    1. In determining services and supports to be provided to the child/youth and family, the choice of and admission to medically necessary services and supports are determined jointly by the child/youth and family seeking services and by Contractor;
    2. Criteria used to make these determinations are from the recommended LOC (LOC-R) of the individual as derived from the Uniform Assessment (UA), the needs of the individual, utilization management guidelines and the availability of resources; and
    3. Clients authorized for care through a clinical override are eligible for the duration of the authorization.
  - d. Continued Eligibility for Services:
    1. Reassessment and reauthorization of services determines continued need for services. This activity is completed according to the UA protocols and Utilization Management (UM) Guidelines;
    2. Assignment of diagnosis in CARE is required at any time the Axis I diagnosis changes and at least annually from the last diagnosis entered into CARE; and
    3. The LPHA's determination of diagnosis shall include a face-to-face or televideo interview with the individual.
  - e. UA Requirements:

HHSC-approved UA for children and youth includes the following instruments:

    1. Child and Adolescent Needs and Strengths (CANS) Assessment); and

2. Community Data; and
3. Authorized LOC.
  - a) The above instruments are required to be completed once an individual has been screened and determined in need of assessment. The initial assessment is the clinical process of obtaining and evaluating historical, social, functional, psychiatric, developmental or other information from the individual seeking services in order to determine specific treatment and support needs.
  - b) Staff administering the instruments shall be a Center QMHP-CS Case Manager and have documented training in the use of the instruments.
4. Service Requirements:
  - a) Comply with UA requirements for children and youth in accordance with the Texas Administrative Code (TAC) and demonstrate required competencies before providing services.
  - b) Provide Patient and Family Education (PFEP) in which Clients and families are provided with education and educational materials related to diagnosis and medication. Guidelines available from the NIMH are incorporated by reference and can be found at <http://www.nimh.nih.gov/health/index/shtml>. If Clients and/or their families and caregivers have not been educated about their diagnosis, the reason for the lack of education shall be documented in the clinical progress note.
  - c) Apply TRR to all Client services in accordance with the following standards:
    - 1) Provide services in accordance with the most current version of HHSC' TRR UM Guidelines, UA which includes the CANS, and Information Item V (for Crisis Services);
    - 2) Each child or youth who is identified as being potentially in need of services shall be screened by the Center to determine if services may be warranted;
    - 3) Children and youth seeking services are assessed by the Center to determine if they meet the requirements of priority population and if so, a full assessment shall be conducted and documented using the most current version of the HHSC UA instruments, including the CANS;
    - 4) Make available to each Client recommended and authorized for LOC, as indicated by the CANS, all services and supports within the authorized LOC (LOC-A);
    - 5) Medicaid-eligible children and youth shall be provided with any medically necessary Medicaid-funded MH services within the recommended LOC without undue delay;
    - 6) Counseling services shall be provided by an LPHA, practicing within the scope of a license, or when appropriate and not in conflict with billing requirements, by an individual with a master's degree in human services field (e.g., psychology, social work, counseling) who is pursuing licensure under the direct supervision of an LPHA;
    - 7) Respondents of services and supports within TRR shall be trained in the HHSC-approved evidence-based practices prior to the provision of these services and supports. HHSC-approved evidence-based practices are described in Information Item G;
    - 8) Hire or Contract with a Family Partner (i.e., the experience parent or primary caregiver of a child or youth with serious emotional disturbance) to provide peer mentoring and support to parents/primary caregivers of children and youth; Ensure the Family Partner receives the appropriate training and supervision.
  - d) Submit encounter data for all services according to the procedures, instructions, and schedule established by the Center.
  - e) Provide services to all Clients without regard to the Client's history of arrest, charge, fine, indictment, incarceration, sentence, conviction, probation, deferred adjudication, or community supervision for a criminal offense.

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

- HHSC Texas Resilience and Recovery Utilization Management (UM) Guidelines including the Levels of Care definitions and service descriptions for the Levels of Care(s) or discrete service specified in this RFA at: [Utilization Management Guidelines & Manual | Texas Health and Human Services](https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-provider-resources/utilization-management-guidelines-manual) at <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-provider-resources/utilization-management-guidelines-manual>.
- Texas Administrative Code Rules:
  - Chapter 301, Subchapter G, *Mental Health Community Services Standards*
  - Chapter 306, Subchapter F, *Mental Health Rehabilitative Services*
  - Chapter 404, Subchapter E, *Rights of Persons Receiving Mental Health Services*
  - Chapter 405, Subchapter K, *Deaths of Persons Served by TXMHMR Facilities or Community Mental Health and Mental Retardation Centers*
  - Chapter 411, Subchapter G, *Community Centers*

- Chapter 414, Subchapter K, *Criminal History Clearances*
- Chapter 414, Subchapter L, *Abuse, Neglect, and Exploitation in Local Authorities and Community Centers*

**Sanctions and Penalties**

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

**RFA ATTACHMENT D**

**Level of Care Descriptions**

**Attached as separate document**

**RFA ATTACHMENT E**

**SIGNATURE PAGE**

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct and I am authorized to bind the 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 F**

**APPLICATION CHECKLIST**

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

Document	Initial to Indicate Document is Attached to Application
Table of Contents	
Executive Summary	
*Assurances	
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	
Rates & Payment Attachment B	
Attachment C Mental Health - Priority Population Definitions & Requirements	
Attachment D Level of Care Descriptions	
*Signature Page RFA Attachment E	
Application Checklist RFA Attachment F	
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.**