



**THE CENTER FOR HEALTH CARE  
SERVICES**

**REQUEST FOR APPLICATION  
("RFA")  
for  
Youth Empowerment Services (YES) Waiver Services**

Revised Date: 06/01/2022

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### **003 - BACKGROUND**

The Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services ("Center") is a multi-facility community mental health and mental retardation center created under the authority of Section 534.001 of the Texas Health and Safety Code by its sponsoring agencies, Bexar County and the Bexar County Hospital District d/b/a the University Health System. The Center has been providing services to Bexar County residents experiencing mental health, intellectual developmental disabilities and/or substance abuse issues for over fifty years and is the Texas Health and Human Services Commission-designated Local Mental Health Authority for Bexar County, Texas. The Center is considered a 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.

While Texas strives to provide a continuum of appropriate services and supports, there are some instances in which parents have turned to state custody for care, when they feel they have reached or exceeded their financial, emotional, or health care support resources and are unable to cover the cost of their child's mental health treatment. The Health and Human Services Commission (HHSC) received approval by the federal government in February 2009 to implement a 1915c Medicaid Home and Community-Based Services (HCBS) Waiver, called Youth Empowerment Services (YES) Waiver. The mission of the HHSC YES Waiver program is to ensure that Texas children and youth with serious emotional disturbances (SED) have access to a robust array of community-based services and supports. Their program vision is that YES Waiver services are family-centered, coordinated, and effective at preventing out-of-home placement and promoting lifelong independence and self-defined success.

## 004 - SCOPE OF SERVICES

The Center for Health Care Services (“Center”) is accepting Applications from qualified and interested providers (herein “Applicant” or “Provider”) capable of providing intensive community-based services and supports through the Center’s Youth Empowerment Services (YES) Waiver Program, as further defined in this Request for Application (“RFA”) document.

The Center’s YES Waiver Program provides services to Bexar County resident children from ages 3-18, with serious emotional disturbances (SED) and their families. The YES Waiver provides short-term, comprehensive home and community-based services. The average length of participation in the program is 11 to 18 months. However, each participant’s needs will determine their duration in the program.

Goals of the YES Waiver include:

- Reduce out-of-home placements and inpatient psychiatric treatment by all youth-serving agencies;
- Provide a more complete continuum of community-based services and supports;
- Ensure families have access to non-traditional support services identified in a family-centered planning process;
- Prevent entry and recidivism into the foster care system and relinquishment of parental custody; and
- Improve the clinical and functional outcomes of children and youth.

**Services the Center seeks include, but are not limited to the following:**

- A. Community Living Supports.** CLS services are provided to the Waiver participant and family to facilitate the YES Waiver participant’s achievement of his/her goals of community inclusion and remaining in their home. The supports may be provided in the Waiver participant’s residence or in community settings (including but not limited to libraries, city pools, camps, etc.) utilizing an evidence-based/curriculum-based practice. CLS provide assistance to the family caregiver in the disability-related care of the Waiver participant, while facilitating the Waiver participant’s independence and integration in to the community. The training in skills related to activities of daily living, such as personal hygiene, household chores, and socialization may be included, if these skills are affected by the Waiver participant’s disability. CLS may also promote communication, relationship-building skills, and integration into community activities. These supports must be targeted at enabling the Waiver participant to attain or maintain his/her maximum potential. These supports may serve to reinforce skills or lessons taught in school, therapy, or other settings. Training may be provided to both the caregiver and the Waiver participant, dependent upon the youth’s age, on the nature of the emotional disorder, the role of medications, and self-administration of medications. Training can also be provided to the Waiver participant’s primary caregivers to assist the caregivers in coping with and managing the youth’s emotional disturbance. This includes instruction on basic parenting skills and other forms of guidance.
- B. Employment Assistance.** Employment assistance is assistance provided to the participant as identified during the person-centered planning process to help the participant locate paid employment at or above minimum wage in an integrated employment setting in the community and meet the participant’s personal and career goals. Transporting the participant to help them locate paid employment in the community is a billable activity within the service. Employment Assistance includes:
- Identifying the participant’s employment preferences, job skills, and requirements for a work setting and work conditions;
  - Locating prospective employers offering employment compatible with the participant’s identified preferences, skills, and requirements; and
  - Contacting a prospective employer on behalf of the participant and negotiating their employment.
- C. Family Supports.** Family Supports provides peer mentoring and support to the primary caregivers; engages the family in the treatment process; models self-advocacy skills; provides information, referral and non-clinical skills training; maintains engagement; and assists in the identification of natural/not-traditional and community support systems.
- D. Non-Medical Transportation.** Non-Medical Transportation enables Waiver participants to gain access to Waiver and other community services, activities and resources, as specified by the service plan. This service is offered in addition to medical transportation required under 42 CFR §431.53 and transportation services under the State plan and does not replace them. Transportation services under the Waiver are offered in accordance with the participant’s service plan. Whenever possible, family, neighbors, friends, or community agencies which can provide this service without charge are utilized. Waiver transportation services may not be substituted for medical transportation services defined under the state plan. Payment for non-medical transportation services is limited to the costs of transportation needed to access a Waiver services included in the participant’s service plan or access other activities and resources identified in the service plan. When the costs of transportation are included in the

provider rate for another Waiver service that the client is receiving at the same time, non-medical transportation services cannot be reimbursed under the Waiver.

**E. Paraprofessional Services.** Paraprofessional Services are services related to addressing the Waiver participant's needs that arise as a result of their severe emotional disturbance. These services contribute to the community functioning of Waiver participants and thereby assist the participants to avoid institutionalization. The services are essential to promote community inclusion in typical child/youth activities and exceed what would normally be available for children in the community. Services include:

- Skilled mentoring and coaching - Skilled mentoring would be an individual who has had additional training/experience working with children/youth with mental health problems. For example, a teenager with severe behavior problems may require mentoring from an individual with behavioral management expertise;
- Paraprofessional Aide - This service may be reimbursed if delivered in a setting where provision of such support is not already required or included as a matter of practice. The aide assists the child in preventing and managing behaviors stemming from severe emotional disturbance that create barriers to inclusion in integrated community activities such as after-school care or day care; and
- Job placement – assistance in finding employment.

**F. Respite (In-Home and Out-of-Home).** Respite is furnished on a short-term basis because of the absence or need for relief or those persons who normally provide care for the participant. Respite may be provided in:

- Waiver participant's home or place of residence;
- Private residence of a respite care provider, if that provider is a relative of the Waiver participant;
- Foster home licensed by the Texas Department of Family and Protective Services (DFPS);
- Residential treatment facilities licensed by DFPS;
- Day or overnight camps accredited by the American Camping Association;
- Day or overnight camps licensed by HHSC;
- Child care centers licensed by DFPS; and
- Child care homes registered with DFPS.

*All settings must be located within the State of Texas. The Center must approve and provide ongoing oversight of respite settings to ensure the safety of the setting. Respite services may be provided by a relative of the Waiver participant other than the parents.*

**G. Specialized Therapies.** Specialized Therapies provide services to Waiver participants to assist them in meeting their recovery goals. The intent of these services is to maintain or improve health, welfare, and/or effective functioning in the community. These services include:

- Animal-Assisted Therapy;
- Art Therapy;
- Licensed Nutritional Counseling;
- Music Therapy; and
- Recreational Therapy.

**H. Supported Employment.** Supported Employment means assistance provided, in order to sustain competitive and integrated employment, to an individual who, because of a disability, requires intensive, ongoing support to be self-employed, work from home, or perform in a work setting at which individuals without disabilities are employed. Individuals receiving the service earn at least minimum wage, if not self-employed. Supported employment includes:

- Employment adaptations;
- Supervision, and
- Training related to an individual's assessed needs.

**I. Supported Family-Based Alternatives (SFA).** SFA are designed to provide therapeutic support to the Waiver participant and to model appropriate behaviors for the Waiver participant's family with the objective of enabling the Waiver participant to successfully return to their family and live in the community with their family. SFA includes services required for a Waiver participant to temporarily reside within in a home other than the home of their family. The Child-Placing Agency will recruit, train and certify the support family and coordinate with the Waiver participant's family. The support family must include at least one adult living in the home and no more than four non-related individuals may live in the home. The support family must have legal responsibility for the residence and either own or lease the residence. The home must be located in a typical residence in the community and provide an environment that assures community integration, health, safety and welfare of the Waiver participant. The support family must provide services as authorized in the individual participant's service plan. Services may include:

- Age and individually appropriate guidance regarding and/or assistance with the activities of daily living and instrumental activities of daily living (ambulating, bathing, dressing, eating, getting in/out of bed, grooming, personal hygiene, money management, toileting, communicating, performing household chores and managing medications);
- Securing and providing transportation;
- Reinforcement of counseling, therapy and related activities;
- Assistance with medications and performance of tasks delegated by a RN or physician;
- Supervision of the individual for safety and security;
- Facilitating inclusion in community activities, social interaction, use of natural supports, participation in leisure activities and development of socially valued behaviors; and
- Assistance in accessing community and school resources.

### **General Requirements:**

In order to conduct business with the Center, Providers responding to this RFA must submit proof that:

1. Providers are registered as an organization with the Secretary of State to do business in Texas;
2. Facilities are registered as an organization authorized to do business within Bexar County;
3. Professionals must hold current and valid Texas licenses and/or certifications;
4. Meet minimum and mandatory credentialing requirements for services;
5. Be able to provide, directly or through interpretation, services in the language of the person receiving services, including hearing-impaired participants; and
6. Provide services in Bexar County, Texas, on dates and at times that meet the needs of the Waiver participant and family.

Providers shall:

1. Deliver services in accordance with the specifications and requirements of the Center; Texas Administrative Code (TAC); Health and Human Services Commission (HHSC); and must follow all requirements in the HHSC YES Waiver Policy Manual.
2. Provide any or all YES Waiver services, in accordance with the service codes, descriptions, and provider qualifications defined in the Manual, to the number of Waiver participants established by the Center.
3. Obtain prior authorization from the Center for services delivered.
4. Be able to serve accepted referrals within 3 days.
5. Not refuse to serve or to continue to serve any individual referred by the Center, unless clinically appropriate.
6. Respect and protect the personal rights of each participant.
7. Provide medical and psychiatric crisis intervention, if needed.
8. Provide balanced and nutritious meals and snacks, as applicable.
9. Provide supervision of self-administered medication when requested, as applicable.
10. Provide locked medication storage when requested, as applicable.
11. Provide means of identifying and monitoring medication errors.
12. Provide furnished bedrooms, living, and sleeping quarters that meet HHSC standards of care, as applicable.
13. Provide adequate locked storage/close space for each participant's personal possessions, as applicable.
14. Establish and document an established means of determining participant satisfaction and be experienced and committed to quality care.
15. Provide sufficient staffing to ensure participant and staff safety, 24 hours a day, 7 days a week, 365 days per year, as applicable.
16. Establish and maintain a method to resolve disagreements and complaints by participants and their authorized representatives. The process for appeals and dispute resolution must be approved by the Center.
17. Report all allegations of abuse, neglect and exploitation in accordance with applicable laws, to include HHSC, DFPS, and the Center's reporting procedures. Must notify the Center within 1 hour of any significant incident and immediately if a death occurs.
18. Comply with all Center monitoring procedures and reporting requirements and attend Center meetings, as requested.
19. Initiate a quality assurance program to ensure quality and safety while meeting documentation compliance with Medicaid and Center policy and procedures.
20. Agree to credential all direct service staff using the Center's existing credentialing process to verify that YES Waiver service qualifications are satisfied. This includes participation in the Center's training components, which may include First Aid, SAMA, Client Rights Protection, etc.
21. Maintain acceptable levels of comprehensive general liability insurance in a minimum amount of \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate and name the Center as an additional insured. Provider will

- maintain acceptable levels of professional liability insurance (\$1,000,000 per incident/\$3,000,000 aggregate) and/or errors and omissions liability insurance to cover privacy breaches. Provider will provide evidence of coverage and will have the insurance carrier notify the Center if changes occur with the coverage period, or if the coverage is cancelled or otherwise revoked.
22. Provide transportation with vehicles to include fuel, oil, liability insurance, and repairs as necessary to ensure safe transportation, as applicable.
  23. Document plans and practices to support Provider's employees in the development and maintenance of a positive and healthy work environment in order to prevent staff turnover.
  24. Not subcontract services.
  25. Agree to site visits by Center staff and Advisory Committees.
  26. 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 providers.
  27. Inform the Center in writing of any changes that affect Provider's administrative or service provision activities, including but not limited to changes in ownership or control, federal tax identification number or addresses, at least 10 days prior to making such changes.
  28. Accept the Center's YES Waiver reimbursement rate schedule or the rate schedule as it may hereafter be amended, as payment in full for performance and make no additional charge to the Waiver participant, any member of the Waiver participant's family or any other source, including a third-party payor, except as allowed by federal and state laws, rules, regulations and the Medicaid State Plan.
  29. Submit claims for payment in accordance with billing guidelines and procedures promulgated by the Center. Provider certifies that information submitted regarding claims will be true, accurate and complete, and that such information can be verified by source documents from which data entry is made by Provider. Further, Provider understands that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  30. Allow the Center to adjust payments made to Provider, upon notice, for prior overpayment or underpayment to Provider.
  31. Cooperate with and assist the Center, HHSC, and any state and federal agency charged with the duty of identifying, investigating, sanctioning or prosecuting suspected fraud and abuse, including the Office of Inspector General (OIG) at HHSC.
  32. Disclose information on ownership and control, information related to business transactions, and information on persons convicted of crimes in accordance with 42 C.F.R. Part 455, Subpart B, and provide such information upon request, to the Center, HHSC, the Texas Attorney General Medicaid Fraud Control Unit (OAG Medicaid fraud) or the U.S. Department of Health and Human Services (USHHS).
  33. Must be able to demonstrate ability to manage funds and provide requisite financial reports, as requested.
  34. Notify the Center in writing at least 10 days prior to declaring bankruptcy.
  35. As provided by 42 C.F.R. §431.107, keep any records necessary to disclose the extent of services provided by Provider to Waiver participants (including Waiver participants' clinical records) and, on request, provide to the Center, HHSC, OAG Medicaid Fraud or USHHS any such records and any information regarding payments claimed by Provider.
  36. Allow the Center and HHSC access to records related to YES Waiver services. Provider shall provide any required information, records or copies at no cost to the Center, state, or federal authority requesting such information or records.
  37. Keep all records until one of the following occurs, whichever is the latest:
    - Six years from the date the records were created;
    - Any audit exception or litigation involving the records is resolved; or
    - For records concerning a Waiver participant under 18 years of age, the Waiver participant becomes 21 years of age.
  38. Allow representatives of HHSC or the Center as its designee, the Texas Department of Family and Protective Services (DFPS), OAG Medicaid Fraud and USHHS full and free access to Provider's staff, Waiver participants and all locations where Provider delivers YES Waiver services.
  39. Cooperate fully in any investigation conducted by OAG Medicaid Fraud and/or HHSC.
  40. Comply with the Civil Rights Act of 1964, §504 of the Rehabilitation Act of 1973, the Immigration Reform and Control Act of 1986, and the Americans with Disabilities Act of 1990.
  41. Comply with Texas Health and Safety Code §85.113, relating to workplace and confidentiality guidelines regarding AIDS and HIV.
  42. Comply with Executive Order (E.O.) 11246, Equal Employment Opportunity; E.O. 11375, Amending E.O. No. 11246, relating to Equal Employment Opportunity; and 41 C.F.R. Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
  43. Comply with 42 United States Code (U.S.C.) §7401 *et seq.*, the Clean Air Act, and 33 U.S.C. §1251 *et seq.*, the Federal Water Pollution Control Act, and all applicable standards, orders and regulations issued pursuant to those acts.

44. Comply with 31 U.S.C. §1352, Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, and 45 C.F.R. Part 93, New Restrictions on Lobbying.
45. Comply with 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement) and 45 C.F.R. Part 82, Government wide Requirements for Drug-Free Workplace (Financial Assistance).
46. Comply with HIPAA and its implementing regulations; specifically, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162, and Security Standards, 45 C.F.R. Parts 160, 162 and 164.

**Training and Licensure Requirements:**

Applicants must meet current qualifications for which service they are applying for and must maintain credentials throughout provision of services.

**005 – ASSURANCES**

The Proposer assures the following (signature required):

1. That all addenda and attachments to the RFA as distributed by CENTER have been received.
2. No attempt will be made by the Proposer to induce any person or firm to submit or not to submit 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 and no member of CENTER's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Proposer is unable to make the affirmation, then the Application must disclose any knowledge of such interests.
5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFA.
6. Proposer accepts CENTER's right to cancel the RFA at any time prior to contract award.
7. Proposer accepts CENTER's right to alter the timetables for procurement as set forth in the RFA.
8. The Application submitted by the Proposer has been arrived at independently without consultation, communication, or agreement with another party for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Application submitted by the Proposer has not been knowingly disclosed by the Proposer to any other Proposer prior to the notice of intent to award.
10. No claim will be made to CENTER for payment to cover costs incurred in the preparation of the submission of the Application or any other associated costs.
11. CENTER has the right to complete background checks and to verify information submitted by a Proposer.
12. The individual signing this document and the contract is authorized to legally bind the Proposer.
13. The address submitted by the Proposer to be used for all notices sent by CENTER is current and correct.
14. All cost and pricing information is reflected in the Application documents or attachments.
15. That the Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
16. That the Proposer is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.
17. Proposer shall disclose whether any of the directors or personnel of Proposer has either been an employee or a trustee of CENTER within the past two (2) years preceding the date of submission of the Application. This requirement applies to all personnel, whether or not identified as key personnel. If such employment has existed, or term of office served as trustee, the Proposer shall state in an attached writing the nature and time of the affiliations as defined.
18. Proposer shall identify in an attached writing any trustee or employee of CENTER who has a financial interest in Proposer or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. Moreover, Proposer shall state in an attached writing whether any of its directors or personnel knowingly has had a personal relationship with employees or officers of CENTER within the past two (2) years that may interfere with fair competition.
19. No current or former employee or officer of a federal, state, or local governmental agency, and/or the CENTER directly or indirectly aided or attempted to aid in the procurement of Proposer's services.
20. Proposer shall disclose in an attached writing the name of every CENTER key person with whom Proposer is doing business or has done business during the 365 day period immediately prior to the date on which the Application is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Application has no knowledge of any CENTER key persons with whom Proposer is doing business or has done business during the 365 day period prior to the immediate date on which the Application is due.
21. Under Section 231.006 of the Texas Family Code, the vendor or Proposer certifies that the individual or business entity named in this Application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
22. Proposer has no conflict of interest and meets the standards of conduct requirements pursuant to Texas Administrative Code Section 412.54(c).
23. That all information provided in the Application is true and correct.

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Signing Authority

\_\_\_\_\_  
Date

## 006 - APPLICATION REQUIREMENTS

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

Respondents must submit one (1) original signed in ink, one (1) hard copy, and one (1) USB containing a copy of the entire Application in Microsoft Word or Adobe PDF format **or** four (4) USBs containing a copy of the entire Application in Microsoft Word or Adobe PDF format. **ELECTRONIC SIGNATURES WILL BE ACCEPTED IF SUBMITTING VIA USB. Submission via email will not be accepted.**

**TABLE OF CONTENTS.** Respondent must include Table of Contents listing their Application information.

**EXECUTIVE SUMMARY.** Respondent must include an Executive Summary with a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service, and unique problems perceived by Respondent and their solutions.

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

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

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

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

**SIGNATURE PAGE.** Respondent 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 respondent or partner of partnership respondent shall be accompanied by evidence of authority.

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

Respondent is expected to examine this RFA carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE APPLICATION REQUIREMENTS MAY RESULT IN THE RESPONDENT'S APPLICATION BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

Invoices shall be submitted on a timely basis for services rendered. The Center will pay invoices within 45 days of receipt only after services have been performed. The Center is a tax exempt entity.

## 007 - SUBMISSION OF APPLICATION

Please complete all questions in the order that they are presented in this Request for Application ("RFA"). Include all questions and question numbers in your responses. Any additional comments or information may be provided at the end of your answers to all Application questions. If a question does not apply to the Proposer, simply and clearly document "N/A". Scoring and evaluation is based on completed questions. Unanswered questions will be considered omissions. The Center reserves the right to review only completed Applications. The Center reserves the right to hold subsequent face to face or telephone interviews for clarification and/or negotiation purposes. Interviews will not be solicited for the purpose of completing incomplete Applications. Multiple omissions and/or incomplete responses may result in disqualification.

### **Instructions for Submitting Applications**

Respondents may submit their questions pertaining to this RFA to Randa Gipson, by email to [rgipson@chcsbc.org](mailto:rgipson@chcsbc.org). Please refrain from contacting the Center's Board of Trustees members during the process and direct all inquiries to the contact person listed above.

Respondent shall submit one (1) original, signed in ink, one (1) hard copy and one (1) USB drive which contains the Application in Microsoft Word or Adobe PDF format or four (4) USBs containing a copy of the entire proposal in Microsoft Word or Adobe PDF format in a sealed package clearly marked with the project name, "**Youth Empowerment Services (YES) Waiver RFA**" on the front of the package. Responses may be delivered by regular mail, special carrier, or hand delivery to the Center's administrative offices at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas, 78213. Submission of bids by telephone, facsimile transmission or e-mail will not be accepted. Applications may be withdrawn at any time prior to actual contract award. The Center reserves the right to reject any and all Applications, to waive technicalities, and to accept any advantages deemed beneficial to the Center and its consumers. It is the Center's intent to evaluate Applications, and/or services in order to achieve the best value for Center employees and operations. Interviews or site visits may be conducted to further evaluate competitive Applications, and to select one or more Applications as finalists for consideration for award of a contract. Each firm which submits a complete Application but is not awarded a contract will be notified in writing that the Application is no longer being considered. Any information contained in the Application that is deemed to be proprietary in nature must clearly be so designated in the Application. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

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

**Correct Legal Name.** Respondents who submit Applications to this RFA shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFA as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information Form, the Senior 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 accepted from disclosure under the Texas Public Information Act, the applicant should conspicuously (via bolding, highlighting and/or enlarged font) mark those portions of its response as confidential or proprietary and submit such information under seal. Such information may still be subject to disclosure under the Public Information Act depending on determinations of the Texas the Attorney General's office.

**Cost of Application.** Any cost or expense incurred by the Respondent that is associated with the preparation of the Application, the Pre-Submittal Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

## 008 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) Center Board of Trustees regarding the RFA or Applications from the time the RFA has been released until the contract is posted as an agenda item; and 2) Center employees from the time the RFA has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFA and/or Application submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s Application from consideration.

Exceptions to the Restrictions on Communication with Center employees include:

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

**Randa Gipson**  
**Contract Administrator, Contracting & Procurement**  
**The Center for Health Care Services**  
[rgipson@chcsbc.org](mailto:rgipson@chcsbc.org)

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

## 009 - EVALUATION OF CRITERIA

The Center will conduct a comprehensive, fair and impartial evaluation of all Applications received in response to this RFA. The Center may appoint a selection committee to perform the evaluation. Each Application will be analyzed to determine overall responsiveness and qualifications under the RFA. Criteria to be evaluated may include the items listed below. The Center may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The Center reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the Center’s Board of Trustees. It should be understood that while the total score is a significant factor, the Center reserves the right to consider other factors in making a final selection.

Evaluation criteria:

Experience, Background, Qualifications (45 points)

Proposed Plan (50 points)

Certified Small Business Enterprise, Minority/Women Owned Business Enterprise, Historically Underutilized Business or Veteran Owned Business Enterprise (1 point each; up to 5 points)

## 010 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

The contract, if awarded, will be awarded to the Respondent(s) whose Application(s) is deemed most advantageous to the Center, as determined by the selection committee, upon approval of the Center’s Board of Trustees.

The Center may accept any Application in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFA on the part of the Center. However, final selection of a Respondent is subject to the Center’s Board of Trustees approval.

The Center reserves the right to accept one or more Applications or reject any or all Applications received in response to this RFA, and to waive informalities and irregularities in the Applications received. Center also reserves the right to terminate this RFA, and reissue a subsequent solicitation, and/or remedy technical errors in the RFA process.

The Center reserves the right to reject, for any reason and at its sole discretion, in total or in part, any and/or all Applications, regardless of comparability of price, terms or any other matter, to waive any formalities, and to negotiate on the basis of the Applications received for the most favorable terms and best service for the Center. If a firm is selected, the firm will be

required to execute a contract. If Center funding is materially decreased during the contract term, the contract may be amended and/or terminated.

No work shall commence until Center signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFA and the contract. Contract documents are not binding on Center until approved by the Center's General Counsel. In the event the parties cannot negotiate and execute a contract within the time specified, Center reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFA does not commit Center to enter into a contract, award any services related to this RFA, nor does it obligate Center to pay any costs incurred in preparation or submission of an Application or in anticipation of a contract.

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

The successful Respondent must be able to formally invoice the Center for services rendered.

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractor, responsible for their respective acts or omissions, and that Center shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

### 011 - INSURANCE REQUIREMENTS

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

#### INSURANCE

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Center's Contracting & Procurement Division, which shall be clearly labeled with the applicable service description 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 Contracting & Procurement Department. No officer or employee, other than the Center's Senior 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 Senior Director of Contracting & Procurement based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will Center allow modification whereby Center may incur increased risk.

A Respondent's financial integrity is of interest to the Center; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the Center, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

| <u>TYPE</u>                        | <u>AMOUNTS</u>                                       |
|------------------------------------|--|
| 1. Professional Liability          | \$1,000,000 per occurrence; \$3,000,000 in aggregate |
| 2. Comprehensive General Liability | \$1,000,000 per occurrence; \$1,000,000 in aggregate |
| 3. Workers' Compensation           | Texas State Law Requirements                         |

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 Senior 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 Senior Director of Contracting & Procurement, which shall become a part of the contract for all purposes.

As they apply to the limits required by the Center, the Center shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to Center at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

The Center for Health Care Services  
Attn: Contracting & Procurement Division  
6800 Park Ten Blvd.  
Suite 200-S  
San Antonio, Texas 78213

Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the Center , its Board of Trustees, employees, and volunteers as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Center , with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to The Center for Health Care Services where the Center is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the Center.
- Provide advance written notice directly to Center of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to Center. Center shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the Center may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Center shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The Center for Health Care Services for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the Center shall be limited to insurance coverage provided.

Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

## INDEMNIFICATION REQUIREMENTS

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

### INDEMNIFICATION

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CENTER and the employees, officers, trustees, volunteers and representatives of the CENTER , individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CENTER directly or indirectly arising out of, resulting from or related to RESPONDENT' activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, trustees, representative, employee, respondent or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CENTER, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CENTER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CENTER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CENTER in writing within 24 hours of any claim or demand against the CENTER or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CENTER shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

012 - RFA ATTACHMENTS

RFA ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

**1. Respondent Information:** Provide the following information regarding the Respondent. Please tell us about your Business. If your Business is affiliated with a large firm that includes multiple teams around the country, please tell us about your local team/operation.

Respondent Name: \_\_\_\_\_  
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Doing Business As: (other business name, if applicable): \_\_\_\_\_

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

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

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

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_  
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Data Universal Numbering System (DUNS) NUMBER: \_\_\_\_\_

Is Business a certified HUB, SBE, M/WBE, or VBE? \_\_\_ Yes \_\_\_ NO  
If yes, please attach all applicable current certifications.

**Business Structure:** Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_

Partnership

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other If checked, list business structure: \_\_\_\_\_

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

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

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

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

Provide address of office from which this project would be managed:

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Annual Gross Revenue: \_\_\_ \$100K or less \_\_\_ \$101K-\$500K \_\_\_ \$501K-900K \_\_\_ \$901K-\$2.5M \_\_\_ \$2.5M 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 proposal or setting dates for meetings.

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

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

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

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

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

**3.** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No \_\_\_

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

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

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

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

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

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

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

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

a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

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

c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

**7. Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No \_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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

Are there any proceedings relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? \_\_\_ Yes \_\_\_ No

If "Yes", state the name of the individual, organization contracted with and reason for proceedings.

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

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

Has Respondent been convicted of any criminal offense described in 25 Texas Administrative Code, Chapter 414, Subchapter K, Rule 414.504 (g)? \_\_\_ (If yes, provide details labeled **Exhibit II**)

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

Has Respondent been removed, denied, or barred from any Managed Care Provider list or by other insurance payor? Yes or No (circle one) If yes, provide details labeled **Exhibit IV**

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

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

**8. Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

\_\_\_\_\_

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

**9. Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No \_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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**11. Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

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

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

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

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

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

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

## REFERENCES

Provide three (3) references that Respondent has provided services related to the RFA Scope of Services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name: \_\_\_\_\_

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

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

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

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Reference No. 2:**

Firm/Company Name: \_\_\_\_\_

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

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

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

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Reference No. 3:**

Firm/Company Name: \_\_\_\_\_

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

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

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

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

## **RFA ATTACHMENT A, PART TWO**

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

Prepare and submit narrative responses to address the following items.

1. Describe Respondent's history, evidencing its strengths and stability, including number of years in business, licensing information (if applicable), number of years providing the type of proposed service, number of customers in Texas and areas covered in Texas.
  
2. Describe Respondent's experience in community behavioral healthcare.
  
3. Describe Respondent's experience relevant to the Scope of Services requested by this RFA.
  
4. Describe Respondent's specific experience working with children and youth from ages three (3) to eighteen (18), with serious emotional disturbances and their families. If Respondent has provided services for the Center in the past, identify the name of the contract and service provided.
  
5. Include any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
  
6. List all licenses, licensing agencies (as well as levels of services, as applicable), credentials, certifications, and/or accreditations the Respondent currently holds.
  
7. List all other resources that will be made available to the Center.

**RFA ATTACHMENT A, PART THREE**

**PROPOSED PLAN**

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

1. Describe Respondent's services offered in detail.

2. Describe the credentials held by Respondent and ability to maintain credentials and mandatory training requirements to ensure compliance with all State regulations and CHCS policies.

3. Describe the Respondent's ability to work with persons who are hearing impaired, persons who have limited language skills, and persons who speak a language other than English. Include what languages, including American Sign Language or Signed English that staff is able to provide.

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

**RFA ATTACHMENT B**

**PRICE SCHEDULE**

Respondent agrees, for those services it is applying to provide, to accept the rate schedule as it is listed below or the rate schedule as it may hereafter be amended, as payment in full for approved Waiver participant services. Respondent will not submit a claim or bill or collect compensation for the Center 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 Waiver participant and the Respondent. The Waiver participant must be informed in writing before any services are provided, that the Center is not responsible for payment for such services. Waiver participants are responsible for payment for those services only if the Waiver participant consents in writing to the provision of such non-covered services.

The Center does not guarantee any referral volume to any Respondent. Services are determined by the Waiver participant and the YES Waiver Child and Family Team Members.

**NOTE:** The Center does not pay for “no-shows” or “cancellations”.

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

| <b>Services</b>   | <b>Rate</b> |
|---|-------------|
| Community Living Supports (Bachelor's Degree) - per 15-minutes                | \$ 12.50    |
| Community Living Supports (Master's Degree) - per 15-minutes                  | \$ 15.00    |
| Employment Assistance - per 15-minutes  | \$ 6.52     |
| Family Supports - per 15-minutes  | \$ 6.25     |
| Non-Medical Transportation - per mile   | \$ 0.55     |
| Paraprofessional Services - per 15-minutes                                    | \$ 6.15     |
| Specialized Therapies:  |             |
| Art Therapy - per 15-minutes  | \$ 19.36    |
| Music Therapy - per 15-minutes  | \$ 19.36    |
| Animal-Assisted Therapy - per 15-minutes                                      | \$ 19.36    |
| Recreational Therapy - per 15-minutes   | \$ 19.36    |
| Licensed Nutritional Counseling - per 15-minutes                              | \$ 13.82    |
| Supportive Employment - per 15-minutes  | \$ 6.52     |
| Supportive Family-Based Alternatives - per day                                |             |
| Family Mandated Minimum - per day   | \$ 69.25    |
| Child Placing Agency - per day  | \$ 67.98    |
| In-Home Respite - per hour - per 15-minutes                                   | \$ 5.22     |
| Out-of-Home Respite - Camp - per 15-minutes                                   | \$ 2.46     |
| Out-of-Home Respite - Licensed Child Care Center                              |             |
| Preschool (ages 3 - 5) - per hour   | \$ 5.32     |
| School Age (ages 6 and older) - per hour                                      | \$ 5.17     |
| Out-of-Home Respite - Licensed Child Care Center - Texas Rising Star Provider |             |
| Preschool (ages 3 - 5) - per hour   | \$ 5.61     |
| School Age (ages 6 and older) - per hour                                      | \$ 5.54     |
| Out-of-Home Respite - Licensed Child Care Home                                |             |
| Preschool (ages 3 - 5) - per hour   | \$ 4.90     |
| School Age (ages 6 and older) - per hour                                      | \$ 4.86     |
| Out-of-Home Respite - Licensed Child Care Home - TRSP Certified               |             |
| Preschool (ages 3 - 5) - per hour   | \$ 5.17     |
| School Age (ages 6 and older) - per hour                                      | \$ 5.62     |
| Out-of-Home Respite - Registered Child Care Home                              |             |
| Preschool (ages 3 - 5) - per hour   | \$ 4.75     |
| School Age (ages 6 and older) - per hour                                      | \$ 3.83     |
| Out-of-Home Respite - Registered Child Care Home - TRSP Certified             |             |
| Preschool (ages 3 - 5) - per hour   | \$ 4.99     |

|  |           |
|--|-----------|
| School Age (ages 6 and older) - per hour                       | \$ 4.08   |
| Out-of-Home Respite - Residential Child Care (OTHER) - per day |           |
| Foster Family Rate - per day                                   | \$ 88.62  |
| Child Placing Agency - per day                                 | \$ 67.98  |
| General Residential Operation (GRO) - per day                  | \$ 115.44 |

**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 Application is true and correct and I am authorized to bind the Proposer contractually. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) The Center will have the grounds to terminate any or all contracts which the Center has or may have with the business; 2) The Center may disqualify the business named above from consideration for contracts and may remove the business from the Center's bidders list; or/and 3) The Center may have grounds for initiating legal action under federal, state, or local law. The signatory below is

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Owner  
(Owner, CEO, President, Majority Stockholder or  
Designated Representative)

\_\_\_\_\_  
Date

**RFA ATTACHMENT D**

**APPLICATION CHECKLIST**

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

| <b>Document</b>   | <b>Initial to Indicate Document is Attached to Application</b> |
|---|--|
| Table of Contents   |  |
| Executive Summary   |  |
| *Assurances Page  |  |
| General Information and References<br>RFA Attachment A, Part One  |  |
| Experience, Background & Qualifications<br>RFA Attachment A, Part Two   |  |
| Proposed Plan<br>RFA Attachment A, Part Three   |  |
| Pricing Schedule<br>RFA Attachment B  |  |
| Proof of Insurability -<br>Submit Copy of Current Certificate of Insurance  |  |
| *Signature Page<br>RFA Attachment C   |  |
| Application Checklist<br>RFA Attachment D   |  |
| One (1) original signed in ink, one (1) hard copy, and one (1) USB containing a copy of the entire Application in Microsoft Word or Adobe PDF format <b>or</b> four (4) USBs containing a copy of the entire Application in Microsoft Word or Adobe PDF format. |  |

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