

REQUEST FOR PROPOSAL ("RFP") (RFP-2024-013) for Crisis Hotline Services

Release Date: 03/28/2024

Proposals Due: 04/29/2024 at 12:00PM Central Standard Time (CST)

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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 University Health. The CENTER has been providing services to Bexar County residents experiencing mental health, intellectual developmental disabilities and/or substance use issues for over fifty-five years and is the Texas Health and Human Services Commission-designated Local Mental Health Authority for Bexar County, Texas. The CENTER is considered a quasi-governmental entity, a political subdivision of the state of Texas, but is not a Texas state agency. The CENTER'S administrative offices are located at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas 78213.

004 - SCOPE OF SERVICES

The CENTER is seeking Crisis Hotline Services from a qualified provider, as further defined in this Request for Proposals (RFP). The crisis hotline services developed through this RFP will be designated for individuals who reside in Bexar County who are experiencing a behavioral health concern or crisis that may be attributable to one or any combination of mental illness, chemical dependency, and/or developmental disability as well as, any individual who would benefit from such an intervention in order to increase stability within the community and reduce unnecessary use of hospital level behavioral health care and/or criminal justice involvement.

The CENTER believes a dedicated crisis hotline is an integral part of the crisis service continuum. The goal of the Crisis Hotline is to provide a single dedicated hotline number that will be answered by a qualified and trained individual 24 hours a day 7 days a week. Best practice for a crisis hotline service is the use of a consistent, uniform suicide risk assessment for all crisis calls.

The CENTER'S Crisis Services will be available to all Bexar County residents in need of such services by way of The CENTER'S Crisis Hotline ("Crisis Hotline"). Referrals to the crisis services will be received from private individuals, agencies, law enforcement, school personnel, hospitals etc. via the dedicated Crisis Hotline which will be available 24 hours a day/seven days a week/365 days a year that will provide a rapid response to all individuals referred. The Crisis Hotline operating hours would be 365 days a year (366 days on a leap year), 24 hours per day, and 7 days per week.

As a vital part of the crisis service continuum and supportive response for individuals in Bexar County, all calls will be received through a single dedicated hotline number. Successful proposals will include a single dedicated crisis hotline that operates 24 hours a day, 7 days a week, 365 days a year. The Crisis Hotline will be answered by trained and qualified individuals. The CENTER'S Crisis Hotline may provide telephonic crisis assessment, intervention and/or information and referrals for services including but not limited, counseling, substance abuse, food, housing, pantries, and other community resources. Callers can ask questions and share concerns about oneself or someone they know who may be experiencing difficult life changes or challenges including mental illness, substance use, developmental disability, and/or thoughts of self-harm, suicide, or homicide. Best practice for a crisis hotline service is the use of a consistent, uniform suicide risk assessment in addition to supportive counseling, linkage, and referrals for all crisis calls. Crisis hotline services must have a policy in place for responding to individuals with imminent risk and for follow-up. Research indicates that follow-up with hotline callers and people recently discharged from an emergency department or inpatient setting has positive results for both individuals and providers of mental health services. Given that nationally, the suicide risk of an individual is highest one week after discharge from an inpatient setting, the 24/7 availability of crisis services is an integral component of the crisis services continuum. Crisis services that may need to be addressed by the Crisis Hotline are not limited to suicide prevention, but also include, and are not limited to depression, anxiety, sexual assault, domestic violence, grief, runaways, elderly concerns, emergency disaster crisis response, and/or critical incident stress debriefing.

The contractor shall own and be responsible for maintenance of the recording equipment and preservation of the recordings and any protected health information that may be stored therein related to the operation of the hotline. The hotline shall be answered by a trained Qualified Mental Health Professional (QMHP-CS), who will assess the nature and seriousness of the call. CONTRACTOR agrees to employ only individuals who at a minimum meet the qualifications of a Qualified Mental Health Professional (QMHP-CS) as defined by the Texas Health & Human Services Commission. It is understood that from time to time the Provider may need to employ "contracted or pool" employees to ensure quality services. It is the Provider's responsibility to ensure that these individuals: (I) meet minimum requirements referenced above; (2) that they have been trained in the crisis on-call protocol; (3) demonstrate competency in the work to be performed; and (4) are clinically supervised by a Licensed Practitioner of the Healing Arts.

The CONTRACTOR shall maintain the ability to serve hearing impaired as well as non-English proficient callers. Calls will be answered within 30 seconds and no emergent or urgent caller shall be placed on "hold." All calls where an assessment is indicated will be recorded on the system database. A monthly report will be submitted to CENTER.

The CONTRACTOR warrants that all persons providing services have completed and are current with all relevant training requirements of CENTER, the Texas Health & Human Services Commission, and other regulatory bodies, and shall provide The CENTER with training records as requested. Required training shall be completed prior to providing services.

The CONTRACTOR shall report any allegations of abuse and neglect in accordance with applicable state laws and rules of the Texas Health & Human Services Commission and Texas Department of Family and Protective Services.

The CONTRACTOR shall certify that it has adopted and implemented policies which capture the spirit and intent of the workplace guidelines adopted by the State, and AIDS/HIV confidentiality guidelines, consistent with state and federal law.

The CONTRACTOR shall retain all records pertinent to an awarded contract for a period of seven (7) years from the expiration or termination of the contract.

The CONTRACTOR shall comply with relevant standards, including those set out by this RFP, the State of Texas' Community Mental Health Standards, the Texas Administrative Code (especially 25 Texas Administrative Code, Subchapter G Mental Health Community Services Standards), the Texas Health & Human Services Commission (HHSC), HHSC Crisis Service Standards, certifications, accreditations, licenses, and any other professional and educational qualifications as required, throughout the term of the contract.

The CONTRACTOR shall be accredited, as an entity, by the American Association of Suicidology ("AAS"), meeting the minimum scoring requirements and other standards required by the Texas Health & Human Services Commission. The CONTRACTOR agrees to report to CENTER any allegation that any person providing services has had his/her license, certification, accreditation or other qualification revoked or has committed an action that constitutes grounds for the denial or revocation of such by the issuing agency. Failure by CONTRACTOR to report such denial or revocation to CENTER or to remove such person from providing services shall constitute grounds for immediate termination of the contract by The CENTER.

Pursuant to the Texas Health and Safety Code Section 534.060, the CONTRACTOR shall allow the State, including the Office of the State Auditor, CENTER, its representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other information under control of the Successful Bidder, as necessary, to enable the State or the CENTER to audit, monitor, and review all financial or programmatic activities in services associated with an awarded contract.

The CONTRACTOR agrees not to subcontract any services until approval of such subcontractors are approved by CENTER in writing. Any subcontractors or employees of CONTRACTOR are the direct responsibility of the CONTRACTOR and shall be subject to the same standards of service as is CONTRACTOR.

The CONTRACTOR shall comply with CENTER'S quality improvement standards for Consumer services, charts, records, program fidelity requirements and risk management, including incident reports, and shall complete a Plan of Improvement in a form specified by CENTER if quality management targets are not met.

The CONTRACTOR shall establish and conduct corporate compliance reviews, assessments, and implement systematic processes to assess corporate compliance issues, take corrective measures, and continually monitor compliance of its crisis intervention helpline program, as evidenced in their current Quality Assurance Program.

The CONTRACTOR hereby certifies that criminal history record checks have been conducted on CONTRACTR'S employees, whose duties place them in direct contact with clients in accordance with Tex. Health & Safety Code Ann. §533.007 (Vernon 1992) and Chapter 250, the Texas Government Code Chapter 411.115, and 25 Texas Administrative Code Chapter 414, Subchapter K, prior to the employee providing services and routinely thereafter, as required by state and federal law and regulations. Should any employee have a criminal history/conviction relevant to its employment then the CONTRACTOR shall immediately remove the employee from any direct contact with clients/consumers. If CONTRACTOR'S employee has such a conviction, and CONTRACTOR fails to remove such employee, then the contract may be terminated without prior notice.

The CONTRACTOR shall ensure that appropriate representatives of CONTRACTOR staff attend meetings or conference calls when requested by CENTER. The CENTER will notify CONTRACTOR in advance of the date(s) of the meeting or conference call.

The CONTRACTOR may receive from CENTER or may receive or create on behalf of CENTER, certain confidential health or medical information ("Protected Health Information" or "PHI"). This PHI is subject to protection under and it is the intent of the parties to be in full compliance with state and federal law, including the Health Insurance Portability and Accountability Act, Texas Health and Safety Code Chapter 181, and implementing regulations issued pursuant thereto, and the requirements of Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, subtitled the Health Information Technology for Economic and Clinical Health Act, Pub. L. No. 111-005 ("HITECH Act"), and their implementing regulations (collectively "HIPAA" herein) to the extent such law and regulations apply during the term hereof.

The CONTRACTOR shall hold all protected health information ("PHI") confidential except to the extent that disclosure is required by Federal or State Law, including the Texas Public Information Act, Chapter 552, and Texas Government Code. TEX. GOV'T CODE ANN.§§ 552.001 et seq., as amended. PHI is defined in 45 CFR § 164.50 I and is limited to information created or received by the CONTRACTOR from or on behalf of CENTER.

The CONTRACTOR shall report to CENTER any use or disclosure of PHI not permitted or required herein, or any actual or suspected breach of security or intrusion, within 24 hours of such use, disclosure or breach and shall permit CENTER to investigate any such report and to examine CONTRACTOR'S premises, records and practices and interview/examine personnel.

The CONTRACTOR shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. To the extent that CONTRACTOR uses one (1) or more subcontractors or agents to provide services hereunder, the CONTRACTOR shall ensure that any agents, including subcontractors, to whom it provides PHI, including ePHI, received from, or created or received by CONTRACTOR on behalf of The CENTER agrees to the same restrictions and conditions that apply to Contractor with respect to such information and further signs an agreement with CONTRACTOR containing substantially the same provisions as this Article and identifying The CENTER as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of violation. This provision shall not be construed to grant CONTRACTOR the right to use subcontractors or agents, in contradiction of other provisions contained in the contract.

The CONTRACTOR may not transmit PHI over the internet or any other insecure or open communication channel unless such information is encrypted or otherwise safeguarded using procedures no less stringent than those described in HIPAA. If the CONTRACTOR stores or maintains PHI in encrypted form, the CONTRACTOR shall, promptly at CENTER'S request, provide The CENTER with the key or keys to decrypt such information.

The CONTRACTOR shall, upon termination of the contract for any reason, return to CENTER, or at CENTER'S direction, destroy all PHI received from, or created or received by CONTRACTOR exclusively on behalf of CENTER that Contractor still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, the CONTRACTOR shall extend the protections of the contract and HIPAA to the information and shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. The obligations of the Contractor relative to, and the provisions contained in this section shall survive termination and be ongoing.

In the event that The CENTER is required to furnish information or records pursuant to the Texas Public Information Act, the CONTRACTOR shall furnish all such information and records to CENTER and CENTER shall have the right to release such information and records, subject to successfully exerted exceptions to the Texas Public Information Act by the CONTRACTOR.

To the extent allowed by law, the CONTRACTOR agrees to keep all client information confidential in accordance with all applicable state and federal laws, statutes, regulations, and Texas Health & Human Services Commission rules protecting the confidentiality of such information, including 42 C.F.R. Part 2.

The CONTRACTOR agrees to institute appropriate procedures for safeguarding client information, especially client identifying information. The term "client identifying information" includes, but is not limited to, a client's medical record, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgement that a person is or has been a client of the facility, The CENTER, or other designated provider.

DOCUMENTATION & REPORTING REQUIREMENTS

The CONTRACTOR shall enter a call where an assessment is completed into CENTER'S electronic medical record ("EMR") directly. CONTRACTOR will also enter call information into its own database for report generation purposes. This applies to all Urgent, Emergent and Crisis False Alarm (Routine) call dispositions.

The CONTRACTOR shall enter required data into CENTER'S EMR in the manner and timeframes established by CENTER. The CONTRACTOR agrees to comply with all related database training, protocols, and monitoring.

The CONTRACTOR will alert the appropriately designated CENTER Staff (Mobile Crisis Outreach Team [MCOT] for adult crisis calls and Children's Mobile Outreach Team [CMOT] for children's crisis calls) of any urgent and emergent callers immediately after the call is completed and the information is uploaded into CENTER'S database.

Crisis calls shall be documented as outlined below, with the required reports generated and provided to CENTER on a routine basis, as identified. Monthly Usage and Disposition Reports will be sent to CENTER by the 10th business day of the month following the month of service via email. Weekly reports will be sent to CENTER designated staff member each Monday by 8AM for the preceding calendar week's services. Daily informational reports will be sent to CENTER designated staff member(s) by no later than 8AM each day for the preceding calendar day's services.

1) Documentation

- a. CONTRACTOR shall complete a Crisis Assessment for all calls received through the Crisis Hotline, to include existing consumers and new crisis callers. Information gathered shall include all fields of the CHCS Crisis Line Comprehensive Log Document, including, but not limited to:
 - i. Source of Call
 - ii. Disposition
 - iii. Activation
 - iv. Other Intervention
 - v. All components of a Crisis Screening Assessment as outlined in HHSC Information Item V Crisis Service Standards.
- Each call shall be documented with the appropriate disposition, utilizing definitions from the HHSC Information Item V – Crisis Service Standards, included in this scope of services.
 - i. **Urgent.** Screening documentation must include:
 - 1. Time and date of activation call made to CHCS MCOT/CMOT
 - 2. Number of calls made before CHCS MCOT/CMOT staff was successfully reached
 - 3. Name of CHCS MCOT/CMOT staff member activated
 - Response timeframe established by the Screener and communicated to CHCS MCOT/CMOT staff member.
 - ii. **Emergent.** Screening documentation must include:
 - 1. Time and date of activation call made to CHCS MCOT/CMOT
 - 2. Number of calls made before CHCS MCOT/CMOT staff was successfully reached
 - 3. Name of CHCS MCOT/CMOT staff member activated
 - Response timeframe established by the Screener and communicated to CHCS MCOT/CMOT staff member.
 - iii. Crisis False Alarm (Routine). Screening documentation must include:
 - 1. Whether the caller requests services (or does not decline services) or if caller <u>declines</u> services.

2) Reports

<u>Daily Reports</u> - Daily informational reports will be sent to CENTER designated staff member(s) by no later than 8:00 AM CST, each day for the preceding calendar day's services via email to the designated CENTER staff for each report.

- a. Adult Crisis Calls
 - i. Urgent/Emergency Activation
 - 1. Consumer ID Number
 - 2. Time and date of call
 - 3. Disposition of call
 - 4. Time and date of MCOT activation
 - 5. MCOT staff member who received activation
 - 6. Timeframe for response
 - 7. Number of unsuccessful/non-connected calls before CHCS response, if applicable
 - ii. Crisis False Alarm (Routine)
 - 1. Consumer ID Number
 - 2. Time and date of call
 - 3. Disposition of call
 - 4. Indication if client is active/non-active with CENTER services
 - 5. Follow-up action required
 - a. Caller desires services (or did not decline services)
 - b. Caller declined services
 - iii. Crisis False Alarm (Routine) Notification Emails
 - For existing CENTER consumer actively enrolled in services CONTRACTOR shall send a notification email to the consumer's assigned case manager for follow-up contact.
- b. Children's Crisis Calls
 - i. Urgent/Emergency Activation
 - 1. Consumer ID Number
 - 2. Time and date of call
 - 3. Disposition of call

- 4. Time and date of CMOT activation
- 5. CMOT staff member who received activation
- 6. Timeframe for response
- 7. Number of unsuccessful/non-connected calls before CHCS response, if applicable
- ii. Crisis False Alarm (Routine)
 - 1. Consumer ID Number
 - 2. Time and date of call
 - 3. Disposition of call
 - 4. Indication if client is active/non-active with CENTER services
 - 5. Follow-up action required
 - a. Caller desires services (or did not decline services)
 - b. Caller declined services
- iii. Crisis False Alarm (Routine) Notification Emails
 - 1. For existing CENTER consumer actively enrolled in services CONTRACTOR shall send a notification email to the consumer's assigned case manager for follow-up contact.

<u>Weekly Reports</u> - Weekly reports will be sent to CENTER designated staff member each Monday by 8:00 AM CST, for the preceding calendar week's services via email.

- a. Adult Crisis Calls
 - i. Average Frequency of Calls:
 - Time of day
 - 2. Day of the week
 - 3. Disposition
 - 4. Activations/Follow up Action required
- b. Children's Crisis Calls
 - i. Average Frequency of Calls:
 - 1. Time of day
 - 2. Day of the week
 - 3. Disposition
 - 4. Activations/Follow up Action required

<u>Monthly Reports</u> - Monthly Usage and Disposition Reports will be sent to CENTER by the 10th business day of the month following the month of service via email.

- a. Adult Crisis Calls
 - i. Source of Call (Percentage)
 - ii. Disposition: Total number of responses per month separated by disposition: Emergent, Urgent, Routine, Referred, Refused, Hang Up, Prank, Nuisance, Other
 - iii. Activation by Source: Hospital, Authorities, Jail, School, Client, Caller, No Activation
- b. Children's Crisis Calls
 - i. Source of Call (percentage)
 - ii. Disposition: Total number of responses per month separated by disposition: Emergent, Urgent, Routine, Referred, Refused, Hang Up, Prank, Nuisance, Other
 - iii. Activation by Source: Hospital, Authorities, Jail, School, Client, Caller, No Activation
- c. 9-8-8 Calls For calls pertaining to the Bexar County service area
 - i. Disposition including whether call resulted in activation or linkage to CHCS services
 - ii. General call information

CONTRACTOR shall abide by the HHSC Information Item V, Crisis Service Standards for Crisis Hotline Services, as outlined below:

1. Definitions:

- a. Crisis As defined by 26 TAC Subchapter G, §301.303 (relating to Definitions) a situation in which:
 - i. the individual presents an immediate danger to self or others; or
 - ii. the individual's mental or physical health is at risk of serious deterioration; or

- iii. the individual believes that her or she presents an immediate danger to self or others or that his or her mental or physical health is at risk of serious deterioration.
- Crisis False Alarm (Routine Care Services) A designation for crisis hotline calls that require routine follow up and are not emergent or urgent. These calls do not require the use of MCOT or CMOT activation.
- c. **Emergency Care Services** As defined by 26 TAC Subchapter G, §301.303 (relating to Definitions) mental health community services or other necessary interventions directed to address the immediate needs of an individual in crisis to assure the safety of the individual and others who may be placed at risk by the individual's behaviors, including, but not limited to, psychiatric evaluations, administration of medications, hospitalization, stabilization, or resolution of the crisis.
- d. **Urgent Care Services** As defined in 26 TAC Subchapter G, §301.303 (relating to Definitions) mental health community services or other necessary interventions provided to individuals in crisis who do not need emergency care services but who are potentially at risk of serious deterioration.

2. Staffing

- a. Community Services Specialist (CSSP) or Crisis Support Staff. A CSSP or crisis support staff may answer the crisis hotline and provide information and non-crisis referrals for routine calls. In accordance with 26 TAC Chapter 301, Subchapter G (relating to Mental Health Community Services Standards), if the call is deemed emergent or urgent, then the CSSP or crisis support staff must refer to the QMHPCS within one minute after the call is identified as such.
- b. **Peer Support Specialist.** A Peer Support Specialist may answer the crisis hotline and provide peer services in accordance with 15 TAC, Chapter 354, Subchapter N (relating to Peer Specialist Services). If the call is deemed emergent or urgent, then the Peer Support Specialist must refer to the QMHP-CS within one minute after the call is identified as such if the staff is not also certified as a QMHP-CS.
- QMHP-CS. A QMHP-CS is required to provide screening and assessment to determine the nature and seriousness of the call.
- d. LPHA. A LPHA must be available for consultation 24 hours a day, in person or by telephone.
- e. To ensure contractor stays informed and continues receiving updated information, contractor must assign one or more staff responsibility for tracking policy updates posted on HHSC's identified platform and disseminating information within the organization.

3. Training and Competency

a. **Training.** All QMHP-CSs responding to crisis calls are required to be trained and competent in all domains of the screening.

b. Evidence of crisis.

- i. If an emergency is evident after the screening, crisis hotline staff must facilitate referrals to the MCOT, or other emergency care or emergency medical services.
- ii. If an emergency is not evident, the crisis hotline staff must provide referrals to other appropriate resources within or outside the LMHA, LBHA, or LIDDA.

4. Crisis Hotline Screening Requirements

a. Suicide Risk Screening

- i. Suicidal ideation documents the wish to be dead, non-specific active suicidal thoughts without thoughts of ways to kill oneself, active suicidal ideation with any methods without intent to act, active suicidal ideation with some intent to act but without a specific plan, current access to means, and active suicidal ideation with specific plan and intent.
- ii. Intensity of ideation documents frequency, duration, controllability, deterrents, and reasons for ideation.
- iii. Suicidal behavior documents actual attempts, non-suicidal self-injurious behaviors, interrupted attempts, aborted or self-interrupted attempts, preparatory acts or behaviors, actual and potential lethality of the most recent attempt, most lethal attempt, and the initial or first attempt.

b. Homicide Risk Screening

- i. Homicidal Ideation documents the wish for another to be dead, non-specific active homicidal thoughts without thoughts of ways to kill another, active homicidal ideation with any methods without intent to act, active homicidal ideation with specific plan and intent.
- ii. Intensity of Ideation documents frequency, duration, controllability, deterrents, and reasons for ideation.
- iii. Homicidal behavior documents actual attempts, non-homicidal injurious behaviors, interrupted attempts, aborted or self-interrupted attempts, preparatory acts or behaviors, actual and potential lethality of the most recent attempt, most lethal attempt, and the initial or first attempt.

c. Risk of Deterioration Screening

- Documents any report of suffering from severe and abnormal mental, emotional, or physical distress:
- ii. Documents experiencing substantial mental or physical deterioration of the proposed individual's ability to function independently, which is exhibited by the proposed individual's inability, except for reasons of indigence, to provide for the proposed individual's basic needs, including food, clothing, health, or safety; and
- iii. Documents inability to make a rational and informed decision as to whether or not to submit to treatment.

5. Crisis Hotline Activation and Continuity

- a. Screening Follow-Up and Activation in accordance with 26 TAC, Chapter 301 Subchapter G (relating to Mental Health Community Services Standards)
 - If it is determined that an individual is experiencing a crisis that may require emergency care services, the QMHP-CS must:
 - Take immediate action to address the emergency situation to ensure the safety of all parties involved;
 - 2. Activate the immediate screening and assessment processes, face to face in person or through telehealth or telemedicine, as described in 26 TAC, Chapter 301, Subchapter G (relating to Crisis Services); and
 - 3. Provide or obtain mental health community services or other necessary interventions to stabilize the crisis.
 - ii. If the screening indicates that an individual needs urgent care services, a QMHP-CS must, within eight hours of the initial incoming hotline call or notification of a potential crisis situation:
 - 1. Perform an assessment face to face in person or through telehealth or telemedicine; and
 - 2. Provide or obtain mental health community services or other necessary interventions to stabilize the crisis.
 - iii. If the screening indicates that a call is a crisis false-alarm, the screener must document the call. Additionally, if the screening indicates that an individual needs routine care services and the individual does not decline services, a QMHP-CS must perform a uniform assessment within 14 days after the screening.

b. Continuity of Services

- i. The crisis hotline determines the individual's initial level of risk (i.e. emergent, urgent, or routine); and if MCOT is called to respond to the crisis, the response time frame is established by the QMHP-CS who conducted the crisis hotline screening.
- ii. Continuity of services must be provided by the LMHA or LBHA upon the completion of the screening or assessment to ensure uninterrupted treatment during a transition between services.

6. Accreditation and Scoring Requirements

- a. The phone line providing crisis hotline services must be accredited by AAS and integrated with the LMHA's or LBHA's local crisis response system, which includes MCOT as well as other services in the LMHA's or LBHA's crisis service array. LMHAs and LBHAs utilizing a subcontractor to provide crisis hotline services, must ensure that the subcontracting agency's crisis hotline maintains AAS accreditation.
- b. The crisis hotline must also meet minimum scoring requirements outlined by HHSC under each area of the table below, excluding Lethality Assessment and Rescue Services in the 9th and 10th editions. A minimum component score of 2 is required and an area minimum score is required as shown below.
- c. The LMHA or LBHA should use the edition of the AAS Organization Accreditation Standards Manual that is applicable to the year of accreditation.

- d. If the LMHA or LBHA contracts with an outside entity to provide all or part of the crisis hotline service, the LMHA or LBHA or subcontractor must also be accredited by AAS, meet minimum scoring requirements (outlined below), and remain contractually responsible for compliance with the applicable standards.
- e. Evidence of initial or continued accreditation by AAS must be submitted to HHSC per Information Item S within 30 days of receipt. Submission must include any report of accreditation review findings by AAS and LMHA or LBHA responses to these findings, if applicable.

Please note: Information Item V requirements may be updated during the term of the awarded contract.

005 - ASSURANCES

The Proposer assures the following (signature required):

- 1. That all addenda and attachments to the RFP as distributed by CENTER have been received.
- 2. No attempt will be made by the Proposer to induce any person or firm to submit or not to submit a Proposal, unless so described in the RFP 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 and Human Services Commission ("HHSC") 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 Proposal must disclose any knowledge of such interests.
- 5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
- 6. Proposer accepts CENTER'S right to cancel the RFP at any time prior to contract award.
- 7. Proposer accepts CENTER'S right to alter the timetables for procurement as set forth in the RFP.
- 8. The Proposal 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 Proposal submitted by the Proposer has not been knowingly disclosed by the Proposer to any other Proposer prior to the notice of intent to award.
- No claim will be made to CENTER for payment to cover costs incurred in the preparation of the submission of the Proposal 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 Proposal 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 Tax Code, Title 2, Subchapter F, Chapter 171, Subchapter H and Title 34 of the Texas Administrative Code, Part 1 Chapter 3, Subchapters A and F.
- 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 Proposal. 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 Proposal is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Proposal 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 Proposal 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 Proposal 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 Proposal is true and correct.

Company Name:			
Contact Person:			
Address: _			
Telephone: _			
Signature: _			-
Printed Name of S	 Signing Authority	 Date	_

006 - TERM OF CONTRACT

The anticipated term for a contract awarded in response to this RFP is for a period of three (3) years with two (2) optional one (1) year renewals. The CENTER shall have the option to extend under the same terms and conditions. All extensions shall be in writing and signed by President/CEO, or their designee, after approval by the CENTER'S Board of Trustees. The CENTER may terminate a contract at any time if funds are restricted, withdrawn, not approved or for unsatisfactory service.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the Center for Health Care Services, located at 6800 Park Ten Blvd. Suite 200-S, 2nd Floor, San Antonio, Texas 78213 at 3:00 PM Central Standard Time (CST), on April 4, 2024.

This meeting place is accessible to disabled persons. The Center for Health Care Services is wheelchair accessible. The accessible entrance is located at 6800 Park Ten Blvd. Suite 200-S. Accessible parking spaces are located at 6800 Park Ten Blvd. Suite 200-S. Respondents that are unable to attend in person may participate by Conference Call. Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

Dial-In Toll Telephone Number: 210-714-4201

Dial-In Toll-Free Telephone Number: 1-800-717-4201

Access Code: 18015 #

Proposers are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings.

Respondents may submit their Questions pertaining to this RFB to Chelsey Turner, Contract Administrator, by email to CTurner@chcsbc.org, please carbon copy Contracts@chcsbc.org, before April 12, 2024 at 12:00 p.m. Central Standard Time (CST). Please refrain from contacting the CENTER'S Board of Trustees members during the search process and direct all inquiries to the contact person listed above. Only those written questions received prior to the April 12, 2024 12:00 p.m. CST deadline will be addressed.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the CENTER. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the CENTER shall not be binding on the CENTER. Respondents are encouraged to resubmit their questions in writing, to the CENTER Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. Submitted proposals 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 proposals.

Respondents must submit a hard copy proposal. Submit one original, signed in ink and five (5) copies of the proposal and one USB containing a copy of the entire proposal in either Microsoft Word or PDF format.

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

ASSURANCES. Complete and sign in ink, Section 005.

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

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

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

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

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

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment C. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment D.

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

The Contractor shall, at its own expense, conduct criminal background checks on all personnel and subcontractors assigned to provide services on CENTER property. The background checks must satisfy the requirements of the CENTER'S licensing and regulatory agencies. Proof that such checks have been conducted will be provided by the Contractor to the CENTER upon request.

The Proposer must indicate whether or not it will be subcontracting portion(s) of services contained in this RFP'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.

009 - SUBMISSION OF PROPOSAL

Please complete all questions in the order that they are presented in this Request for Proposal ("RFP"). 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 proposal 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 Proposals. 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 Proposals. Multiple omissions and/or incomplete responses may result in disqualification.

Instructions for Submitting Proposals

Respondent shall submit one (1) original, signed in ink, five (5) hard copies and one (1) USB drive which contains the Proposal in either Microsoft Word or PDF format in a sealed package clearly marked with the project name, "Crisis Hotline Services, RFP 2024-013" on the front of the package by no later than 12:00 P.M. Central Standard Time (CST), on April 29, 2024. 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. Untimely proposals will be rejected and/or returned unopened. Proposals may be withdrawn at any time prior to actual contract award. Submission of proposals by telephone, facsimile transmission or e-mail will not be accepted. The CENTER reserves the right to reject any and all proposals, to waive technicalities, and to accept any advantages deemed beneficial to the CENTER and its consumers. It is the CENTER'S intent to evaluate proposals, 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 proposals, and to select one or more proposals as finalists for consideration for award of a contract. Each firm which submits a complete proposal but is not awarded a contract will be notified in writing that the proposal is no longer being considered. Any information contained in the proposal that is deemed to be proprietary in nature must clearly be so designated in the proposal. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

<u>Modified Proposals</u>. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

Correct Legal Name.

Respondents who submit proposals to this RFP 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 RFP 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 proposal.

<u>Firm Offer</u>. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. The entire response to this Request for Proposal 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.

<u>Cost of Proposal</u>. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

010 - RESTRICTIONS ON COMMUNICATION

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

Exceptions to the Restrictions on Communication with CENTER employees include:

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 12:00 PM, Central Standard Time, April 12, 2024. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Chelsey Turner
Contract Administrator
Center for Health Care Services
CTurner@chcsbc.org (Carbon Copy Contracts@chcsbc.org)

Questions submitted and the CENTER'S responses will be posted with this solicitation to the CENTER'S website.

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

011 - EVALUATION OF CRITERIA

The CENTER will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The CENTER may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine

overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The CENTER may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The CENTER reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the Center for Health Care Services' 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 (30 points)

Proposed Plan (40 points)

Price Schedule (25 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)

012 - 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 RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to CENTER, as determined by the selection committee, upon approval of the CENTER'S Board of Trustees.

The CENTER may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of CENTER. However, final selection of a Respondent is subject to CENTER'S Board of Trustees approval.

The CENTER reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. CENTER also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP 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 proposals, regardless of comparability of price, terms or any other matter, to waive any formalities, and to negotiate on the basis of the proposals 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 RFP 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 RFP does not commit CENTER to enter into a Contract, award any services related to this RFP, nor does it obligate CENTER to pay any costs incurred in preparation or submission of a proposal 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.

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

013 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date: March 28, 2024

Pre-Submittal Conference: 3:00 P.M. CST on April 4, 2024 Final Questions Accepted: 12:00 P.M CST on April 12, 2024 Proposal Due: 12:00 P.M. CST on April 29, 2024

014 - INSURANCE REQUIREMENTS

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

INSURANCE

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the CENTER'S Contract & Procurement Division, which shall be clearly labeled "Crisis Hotline 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 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.Workers' Compensation	Statutory Limits
2.Employers' Liability	\$500,000/\$500,000/\$500,000
3.Broad form Commercial General Liability Insurance to include coverage for the following:	For <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its
a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	equivalent in Umbrella or Excess Liability Coverage
f. Damage to property rented by you	f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverage required of Respondent herein and provide a certificate of insurance and endorsement that names the Respondent and the Center of Health Care Services as additional insured. Respondent shall provide the

CENTER with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by CENTER'S 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.

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 <u>additional insured</u> 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 RFP, 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.

015 - RFP ATTACHMENTS

RFP 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.) UEI NUMBER: Is Business a certified HUB, SBE, M/WBE, or VBE?

Yes

No (If yes, 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 □ Domestic Also, check one: □ Foreign If checked, list business structure: _____ □ Other 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: _____

(NOTE: This RFP solicits Proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Job Title:

	s of office from which this project would be managed:State:Zip Code:
Telephone No	Fax No:
Annual Gross R	evenue: □ \$100K or less □ \$101K–\$500K □ \$501K–900K □ \$901K–\$2.5M □ \$2.5M or mo
Total Number of	Employees:
Total Number of	Current Clients/Customers:
Contact Inform for meetings.	ation: List the one person who the CENTER may contact concerning your Proposal or setting da
Name:	Title:
Address:	
City:	State:Zip Code:
Telephone No	Fax No:
Email:	
□ Yes □ N	10
	nd business address of each person or legal entity, which has a 10% or more ownership or controlusiness (attach additional pages as necessary).
Is Respondent a	authorized and/or licensed to do business in Texas?
□ Yes □ N	lo If "Yes", list authorizations/licenses.
Where is the Re	spondent's corporate headquarters located?
Local/County C	Operation: Does the Respondent have an office located in San Antonio, Texas?
□ Yes □ N	lo If "Yes", respond to a and b below:
a. How long ha	as the Respondent conducted business from its San Antonio office?
V	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.
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.
9. Bankruptcy Information : Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?
☐ Yes ☐ No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.
10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?
\square Yes \square No \square If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

a. Has the Respondent ever failed to complete any contract awarded?
☐ Yes ☐ No If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.
b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
☐ Yes ☐ No If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.
c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?
☐ Yes ☐ No ☐ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.
Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? \Box Yes \Box No
12. Background Checks: Has the Respondent completed criminal history background checks on all current employees?
□ Yes □ No

11. Previous Contracts:

REFERENCES

Provide three (3) references that Respondent has provided services related to the RFB 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.

Contact Name:	Т	itle:
Address:		
City:	State:	Zip Code:
Telephone No	Email	·
Date and Type of Service(s) Provided:		
eference No. 2: Firm/Company Name		
Contact Name:	T	itle:
Address:		
City:	State:	Zip Code:
Telephone No	Email	:
Date and Type of Service(s) Provided:		
eference No. 3: Firm/Company Name		
Contact Name:	Т	itle:
Address:		
City:	State:	Zip Code:
Telephone No	Email	:

RFP 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. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity. Include résumés.
- 2. Relevant experience of Respondent as it relates to the scope of services contemplated by the RFP.
- 3. Specific experience with public/private entity clients.
- 4. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
- 5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
- 6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
- 7. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications. Please include a copy of your firm's American Associate of Suicidology certification.
- 8. Brochures: Include brochures and other relevant information about Respondent you wish the Center to consider in its selection.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

- 1. Provide a description of your firm's understanding of the project and a detailed scope of services. Discuss your firm's methodologies used and/or approaches taken. Indicate features, skills, and/or services which distinguish your firm and make it the better choice for the Center.
- 2. Provide detail as to how project will be organized.
- 3. Provide staffing plan:
 - a. Provide a staffing profile for the crisis hotline service as defined in this solicitation request to include number of staff, and verification of their credentials.
 - b. Provide a hotline staffing plan for continuous 24 hours per day, 7 days per week coverage including plan for the following:
 - (1) Staffing No-shows: Demonstrate how Respondent will ensure adequate hotline staffing in the event of unplanned staff absence; and
 - (2) Lapses in hotline services, whether avoidable or unavoidable circumstances: Demonstrate how Bidder will handle service lapses and provide notification to the Center of such lapses in service.

4. Quality Assurance:

Provide information regarding Respondent's capacity for compliance with Center quality assurance processes, to include:

- a. Documentation of, response to, and disposition of all calls to the hotline to include dropped calls.
- b. Capacity to provide Center with tape or digital recordings of hotline calls;
- c. Ability to participate in clinical staffing/case reviews with Center staff; and
- d. Indicate the type of telephone system that will be used for the hotline services.
- e. Provide the details regarding the features of the telephone equipment to be used that ensure capacity to respond to the projected call volume.
- 5. Provide detail demonstrating respondents understanding and how it plans to manage important task as identified by the Center.
- 6. List the steps taken from start to finish in receiving a crisis phone call.
- 7. What technology does your company use to track calls?
- 8. Describe your call center organization.
- 9. Describe how reporting requirements listed in the scope of services will be managed.
- 10. Describe how service call problems get escalated in emergency situations Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
- 11. Provide a copy of all required licenses and certifications, including by the American Association of Suicidology.
- 12. Additional Information Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT B PRICE SCHEDULE

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

Contractor understands and agrees that reassessment of all call volume will be conducted every twelve (12) months. If the call volume is greater than or less than the anticipated number of calls in the preceding six-month period, the Monthly Call Fee shall be adjusted and fixed for the following twelve (12) months of the Agreement term.

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

I.

ITEM	SERVICE	QUANTITY	MONTHLY CALL FEE
А	CRISIS HOTLINE PHONE CALLS	1300 – 1600	\$
В	CRISIS HOTLINE PHONE CALLS	1601 – 1900	\$
С	CRISIS HOTLINE PHONE CALLS	1901 – 2200	\$
D	CRISIS HOTLINE PHONE CALLS	2201 – 2500	\$
E	CRISIS HOTLINE PHONE CALLS	2501 – 2800	\$
F	CRISIS HOTLINE PHONE CALLS	2801 – 3100	\$
G	CRISIS HOTLINE PHONE CALLS	3101 – 3400	\$

RFP ATTACHMENT C SIGNATURE PAGE

I, individually and on behalf of the business named above, do by my signature below certify that the inform in this questionnaire is true and correct and I am authorized to bind the Proposer contractually. I understainformation provided herein contains any false statements or any misrepresentations: 1) The CENTER with grounds to terminate any or all contracts which the CENTER has or may have with the business; 2) The disqualify the business named above from consideration for contracts and may remove the business from bidders list; or/and 3) The CENTER may have grounds for initiating legal action under federal, state, or losing signatory below is		
Print Name	Title	
Signature of Owner (Owner, CEO, President, Majority Stockholder or Designated Representative)	Date	

RFP ATTACHMENT D

PROPOSAL CHECKLIST

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

	Initial to Indicate Document is
Document	Attached to Proposal
Table of Contents	
Executive Summary	
*Assurances Page	
General Information and References	
RFP Attachment A, Part One	
Experience, Background & Qualifications	
RFP Attachment A, Part Two	
Proposed Plan	
RFP Attachment A, Part Three	
Pricing Schedule	
RFP Attachment B	
Proof of Insurability -	
Submit Copy of Current Certificate of Insurance	
*Signature Page	
RFP Attachment C	
Proposal Checklist	
RFP Attachment D	
One (1) Original, five (5) copies and one (1) USB with entire	
proposal in either Microsoft Word or PDF format	

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