



**THE CENTER FOR HEALTH CARE
SERVICES**

**REQUEST FOR APPLICATION
("RFA")
(RFA 2024-016)
for
Youth Empowerment Services (YES) Waiver Services**

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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 (55) 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.

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.

I. GENERAL REQUIREMENTS

A) Verifications

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

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

B) Applicant Responsibilities

Providers shall:

1. Pass a criminal history, nurse’s aid registry, abuse registry, and background check prior to service delivery.
2. Provide information sufficient to conduct an employability verification check through E-Verify. If applying as a company/agency, successful applicant shall provide evidence of E-Verify clearance for all providers rendering services under the resulting contract prior to commencement of services.
3. 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.
4. Provide any or all YES Waiver services, in accordance with the service codes, descriptions, and provider qualifications defined in the YES Waiver Policy Manual, to the number of Waiver participants established by the CENTER.
5. Obtain prior authorization from the CENTER for services delivered.
6. Be able to serve accepted referrals within 3 days.
7. Not refuse to serve or to continue to serve any individual referred by the CENTER, unless clinically appropriate.
8. Respect and protect the personal rights of each participant.
9. Provide medical and psychiatric crisis intervention, if needed.
10. Provide balanced and nutritious meals and snacks, as applicable.
11. Provide supervision of self-administered medication when requested, as applicable.
12. Provide locked medication storage when requested, as applicable.
13. Provide means of identifying and monitoring medication errors.
14. Provide furnished bedrooms, living, and sleeping quarters that meet HHSC standards of care, as applicable.
15. Provide adequate locked storage/close space for each participant’s personal possessions, as applicable.
16. Establish and document an established means of determining participant satisfaction and be experienced and committed to quality care.
17. Provide sufficient staffing to ensure participant and staff safety, 24 hours a day, 7 days a week, 365 days per year, as applicable.
18. 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.

19. 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.
20. Comply with all CENTER monitoring procedures and reporting requirements and attend CENTER meetings, as requested.
21. Initiate a quality assurance program to ensure quality and safety while meeting documentation compliance with Medicaid and CENTER policy and procedures.
22. 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.
23. 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.
24. Provide transportation with vehicles to include fuel, oil, liability insurance, and repairs as necessary to ensure safe transportation, as applicable.
25. Document plans and practices to support Company/Agency employees in the development and maintenance of a positive and healthy work environment in order to prevent staff turnover.
26. Not subcontract services.
27. Agree to site visits by CENTER staff and Advisory Committees.
28. 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.
29. 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.
30. 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.
31. 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.
32. Allow the CENTER to adjust payments made to Provider, upon notice, for prior overpayment or underpayment to Provider.
33. 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.
34. 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).
35. Must be able to demonstrate ability to manage funds and provide requisite financial reports, as requested.
36. Notify the CENTER in writing at least 10 days prior to declaring bankruptcy.
37. 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.
38. 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.
39. Keep all records until one of the following occurs, whichever is the latest:
 - a. Six years from the date the records were created;
 - b. Any audit exception or litigation involving the records is resolved; or
 - c. For records concerning a Waiver participant under 18 years of age, the Waiver participant becomes 21 years of age.
40. 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.

41. Cooperate fully in any investigation conducted by OAG Medicaid Fraud and/or HHSC.
42. 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.
43. Comply with Texas Health and Safety Code §85.113, relating to workplace and confidentiality guidelines regarding AIDS and HIV.
44. 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.
45. 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.
46. 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.
47. 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).
48. 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.

C) Training and Licensure Requirements:

1. Applicants must meet current qualifications for which service they are applying for and must maintain credentials throughout provision of services.
2. Providers must complete any Center-designated training required prior to commencement of services, and stay current on all training requirements during the contract term.

II. SERVICE TYPES

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

A) Respite Services

General Requirements for All Respite Agencies/Providers:

- o The respite facility must be located in the State of Texas; and
- o The CENTER must approve and provide ongoing oversight of respite settings to ensure the safety of the setting, which includes respite site visits.

*Direct Care Staff Requirements (in addition to facility requirements listed above):

- o Be at least 18 years of age; and
- o Have a current Texas driver's license; and
- o Pass a criminal history and abuse registry/background check.

1. **Home-Based Providers:** In-home respite service is provided on a short-term basis because of the absence of, or need for relief for, the LAR or other primary caregiver of a Waiver participant. This service is intended as a one-to-one respite service for a single Waiver participant during a specific time period. The in-home respite provider provides the service within the consumer's private residence or the residence of a consumer's relative.

Provider Qualifications:

- o Be at least 18 years of age; and
- o Have a current Texas driver's license; and
- o Pass a criminal history and abuse registry/background check.

2. **Out-of-Home Providers:** Respite services are provided on a short-term basis because of the absence of, or need for, relief for the parent, guardian, or other primary caregiver of a Youth Empowerment Services (YES) Waiver participant. Out-of-home respite services include:

a. **Out-of-Home Camps**

Interested camps must meet the following requirements:

- Be licensed and adhere to 25 TAC 265, Subchapter B; and
- Be accredited through the American Camp Association (ACA)

b. **Licensed Childcare Centers**

Interested childcare centers must meet the following requirements:

- A respite service provider must be a childcare center licensed by HHSC, in accordance with 26 TAC 746; and/or
- Be certified as a Texas Rising Star (TSR) Provider by the Texas Workforce Commission (TWC).

c. **Licensed Childcare Homes**

Interested licensed childcare homes must meet the following requirements:

- A respite service provider must be a childcare home licensed by HHSC, in accordance with 26 TAC 747; and/or
- Be certified as a Texas Rising Star (TSR) Provider by the Texas Workforce Commission (TWC); and
- Must ensure that staff directly involved in care meet general provider requirements.

d. **Registered Childcare Homes**

Interested registered childcare centers must meet the following requirements:

- Be registered as a childcare home by HHSC, in accordance with 26 TAC 747; and/or
- Be certified as a Texas Rising Star (TSR) Provider by the Texas Workforce Commission (TWC).

B) 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:

1. 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);
2. Securing and providing transportation;
3. Reinforcement of counseling, therapy and related activities;
4. Assistance with medications and performance of tasks delegated by a RN or physician;
5. Supervision of the individual for safety and security;
6. Facilitating inclusion in community activities, social interaction, use of natural supports, participation in leisure activities and development of socially valued behaviors; and
7. Assistance in accessing community and school resources.

SFA services may be provided through one of the following:

- Foster family: a foster family verified with HHSC in accordance with 26 TAC 749.1;
- Child placing agency: a child placing agency licensed with HHSC, in accordance with 26 TAC 749.1. The child placing agency must recruit, train, and certify the support family and coordinate with the support family.

The support family must also ensure the following (in addition to requirements listed above):

- Include at least one adult residing in the home who:
 - Is at least 18 years of age; Have a current Texas driver's license; and
 - Is not the parent, spouse, legal guardian or LAR of the participant;
 - Has a current Texas driver's license;
 - Has insurance appropriate to the vehicle used to provide transportation;
 - Be CPR and first aid trained and certified; and
 - Pass a criminal history and abuse registry/background check;
- Not have more than four non-related individuals residing in the home;
- Have legal responsibility for the residence and either own or lease the residence;
- Reside in a home located in a typical residence in the community;
- Provide an environment that assures the community integration, health, safety, and welfare of the participant; and
- Provide services in accordance with the participant's service authorization.

C) Clinical and Specialty Service Providers

1. **Animal Assisted Therapy:** In animal-assisted therapy, animals are utilized in goal-directed treatment sessions, as a modality, to facilitate optimal physical, cognitive, social and emotional outcomes of a Waiver participant such as increasing self-esteem and motivation and reducing stress. Animal-assisted therapy is delivered in a variety of settings by specifically trained individuals in association with animals that meet specific criteria and in accordance with guidelines established by the American Veterinary Medical Association. Example programs include but are not limited to Therapeutic Horseback Riding and Pet Partners.

Provider Qualifications:

- Be a licensed professional, with documented training and experience relative to the specific service provided. These may include a: clinical social worker; professional counselor; marriage and family therapist; registered nurse; vocational nurse; physical therapist; occupational therapist; or dietitian; **or**
- Be appropriately trained and obtain certification through a YES Waiver- endorsed certification program specific to the type of program and animal(s) involved.

All animals working with an animal-assisted therapy provider must meet specific criteria for the program they are associated with and be trained in accordance with guidelines established by the American Veterinary Medical Association. YES Waiver-endorsed certification programs include:

- Pet Partners program
- Equine Assisted Growth and Learning Association (EAGALA)
- Professional Association of Therapeutic Horsemanship (PATH) International
- Trauma Focused Equine Assisted Psychotherapy (TF-EAP)
- Equine Experiential Education Association (E3A)
- Equine Connection, other certification programs are subject to approval by the HHSC YES Waiver Department, upon request by the CWP or the WPO

2. **Art Therapy:** Art therapy is a human service profession in which Waiver participants, facilitated by the art therapist, use art media, the creative process, and the resulting artwork to explore their feelings, reconcile emotional conflicts, foster self-awareness, manage behavior, develop social skills, improve reality orientation, reduce anxiety, and increase self-esteem.

Provider Qualifications:

- A licensed professional, with documented training and experience relative to the specific service provided. These may include a clinical social worker; professional counselor; marriage and family therapist; drama therapist; registered nurse; vocational nurse; physical therapist; occupational therapist; or dietitian; or
- Certified by the Art Therapy Credentials Board (ATCB).

3. **Music Therapy:** Music therapy utilizes musical or rhythmic interventions specifically selected by a registered music therapist to accomplish the restoration, maintenance, or improvement of social or emotional functioning, mental processing, or physical health. Music therapy is a prescribed use of music to therapeutically address physical,

psychological, cognitive, and/or social functioning to optimize the individual's quality of life, improve functioning on all levels, enhance well-being and foster independence. Music therapy provides an opportunity to move from isolation into active participation through an increase in verbal and nonverbal communication, social expression, behavioral and social functioning, and self-awareness.

Provider Qualifications:

- A licensed professional, with documented training and experience relative to the specific service provided. These may include a: clinical social worker; professional counselor; marriage and family therapist; registered nurse; vocational nurse; physical therapist; occupational therapist; or dietitian; or
- Certified by the Certification Board for Music Therapists (CBMT) with documented training and experience relative to the specialized therapy being provided.

4. **Nutritional Counseling:** Nutritional counseling assists Waiver participants in meeting their basic and/or special therapeutic nutritional needs. This includes but is not limited to counseling Waiver participants in nutrition principles, dietary plans, food selection and economics.

Provider Qualifications:

- A nutritional counseling provider must be provided by a person who is a registered, licensed, or provisionally licensed dietitian by the Texas Board of Examiners of Dietitians.

5. **Recreational Therapy:** Recreational therapy is an outcome based therapeutic intervention that helps maintain or improve participants physical, social, and emotional well-being. The goal of recreational therapy is to develop self-reliance, resiliency, and improve participant's functioning and independence in the community, while reducing or eliminating the effects of the participants serious mental, emotional and behavioral difficulties.

Recreational therapy helps develop leisure time in ways that enhance health, independence, and well-being. It is a prescribed use of recreational and other activities as a treatment intervention to improve the functional living competence of persons with physical, mental, emotional, and/or social disadvantages. Treatment is designed to restore, remediate, or habilitate improvement in functioning and independence while reducing or eliminating the effects of an illness or a disability.

Recreational activities may include, but are not limited to:

- | | |
|------------------------------|---------------------------------------|
| ○ Arts and crafts | ○ Games |
| ○ Aquatic activities | ○ Outdoor recreation |
| ○ Dance and movement | ○ Sensory stimulation and integration |
| ○ Drama/theater | ○ Sports |
| ○ Experiential interventions | ○ Yoga |

Provider Qualifications:

- A licensed professional, with documented training and experience relative to the specific service provided. These may include a licensed clinical social worker, licensed professional counselor, licensed marriage and family therapist, registered nurse, licensed vocational nurses, physical therapists, occupational therapists, or licensed dietitians; or
- Certified by the National Council of Therapeutic Recreation Certification (NCTRS); or
- Certified as a Therapeutic Recreation Specialist Texas (TRS/TXC) by consortium for Therapeutic Recreation/Activities Certification, Inc. (CTRAC).

6. **Community Living Supports (CLS):** Community living supports are provided to the Waiver participant and family to facilitate the Waiver participant's achievement of documented goals for 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.) Community living supports provide assistance to the family caregiver in the disability-related care of the Waiver participant, while facilitating the Waiver participant's independence and integration into 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 SED.

Community living supports 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 their 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 Waiver participant'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 Waiver participant's emotional disturbance. This includes instruction on basic parenting skills and other forms of guidance. Basic parenting skills for this population are those practices and techniques that are intended to help natural or adoptive parents who may also be experiencing personal stress and family difficulties with a child who is having difficulty with behavior, friendships, emotional regulation, or school performance.

Provider Qualifications:

CLS services must be provided by a credentialed QMHP–CS, defined as an individual who:

- Has a bachelor's degree from an accredited college or university with a minimum number of hours that is equivalent to a major, in accordance with 26 TAC §301.331, in psychology, social work, medicine, nursing, rehabilitation, counseling, sociology, human growth and development, physician assistant, gerontology, special education, educational psychology, early childhood education, or early childhood intervention; or
- Is a registered nurse (RN); or
- Has completed an alternative credentialing process identified by the HHSC; or
- Has a master's degree from an accredited college or university with a minimum number of hours that is equivalent to a major in psychology, social work, medicine, nursing, rehabilitation, counseling, sociology, human growth and development, physician assistant, gerontology, special education, educational psychology, early childhood education, or early childhood intervention; and
- Pass a criminal history and abuse registry/background check.

D) Other Direct Support Providers

1. **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:
 - a. **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;
 - b. **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
 - c. **Job placement** – Assistance in finding employment. Job placement can be provided by the paraprofessional to assist the Waiver participant with developing a resume and completing applications. Job placement is not supported employment or employment assistance.

Provider Qualifications:

- Be at least 18 years of age;
- Have received one of the following:
 - A high school diploma; or
 - A high school equivalency certificate issued in accordance with the law of the issuing state;
- Have a minimum of one year of documented full-time experience working with the SED population. Experience may be considered if the documented experience includes activities that are comparable to services specified under the service description;
- Pass a criminal history and abuse registry/background check; and
- Be under the direct clinical supervision of a master's level therapist and receive, at a minimum, one hour of documented monthly supervision.

2. **Family Supports:** Family supports provide peer mentoring and support to the primary caregivers; they engage the family in the treatment process; model self-advocacy skills; provide information, referral and non-clinical skills training; maintain engagement; and assist in the identification of natural/non-traditional and community support systems. Family supports are peer-to-peer mentoring services and are not clinical skills training.

Provider Qualifications:

- Have a high school diploma, or a high school equivalency certificate issued in accordance with the law of the issuing state; and
- Pass a criminal history and abuse registry/background check
- In addition to at least one of the following:
 - One cumulative year of receiving mental health community services for a mental health disorder; or
 - One cumulative year of experience navigating the mental health system as the parent or primary caregiver of a child/youth receiving mental health community services; and
 - Be under the direct clinical supervision of a master's level therapist and receive, at a minimum, an hour of documented monthly supervision.

3. **Employment-Based Services:**

- a. **Employment Assistance:** Employment assistance is assistance provided to an individual as identified during the person-centered planning process to help the individual locate paid employment at or above minimum wage in an integrated employment setting in the community and meet the individual's personal and career goals. Transporting the individual to help the individual 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.
 - Contacting a prospective employer on behalf of the participant and negotiating their employment
- b. **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. Supported employment includes employment adaptations, supervision, and training related to an individual's assessed needs. Individuals receiving supported employment earn at least minimum wage (if not self-employed). Supported employment includes:
- Employment adaptations;
 - Supervision; and
 - Training related to a participant's assessed needs.

Provider Qualifications:

- Be at least 18 years of age;
- Maintain a current driver's license, and insurance if transporting the participant;
- Pass a criminal history and abuse registry/background check
- In addition to at least one of the following:
 - A bachelor's degree in rehabilitation, business, marketing, or a related human services field and six months of paid or unpaid experience providing services to people with disabilities; or
 - An associate's degree in rehabilitation, business, marketing, or related human services field and one year of paid or unpaid experience providing services to people with disabilities; or
 - A high school diploma or certificate of high school equivalency (GED credentials) and two years of paid or unpaid experience providing services to people with disabilities.

005 - ASSURANCES

The Applicant assures the following (original signature required):

1. That all addenda and attachments to the RFA as distributed by CENTER have been received.
2. No attempt will be made by the Applicant to induce any person or firm to submit or not to submit an application, unless so described in the RFA document.
3. The Applicant 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 Applicant is unable to make the affirmation, then the Application must disclose any knowledge of such interests.
5. Applicant accepts the terms, conditions, criteria, and requirements set forth in the RFA.
6. Applicant accepts CENTER'S right to cancel the RFA at any time prior to contract award.
7. Applicant accepts CENTER'S right to alter the timetables for procurement as set forth in the RFA.
8. The Application submitted by the Applicant 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 Applicant has not been knowingly disclosed by the Applicant to any other Applicant 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 abuse registry/background checks and to verify information submitted by an Applicant.
12. The individual signing this document and the contract is authorized to legally bind the Applicant.
13. The address submitted by the Applicant 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 Applicant is not currently held in abeyance or barred from the award of a federal or state contract.
16. That the Applicant 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. Applicant shall disclose whether any of the directors or personnel of Applicant 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 Applicant shall state in an attached writing the nature and time of the affiliations as defined.
18. Applicant shall identify in an attached writing any trustee or employee of CENTER who has a financial interest in Applicant 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, Applicant 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 Applicant's services.
20. Applicant shall disclose in an attached writing the name of every CENTER key person with whom Applicant 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 Applicant that the natural person executing the Application has no knowledge of any CENTER key persons with whom Applicant 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 Applicant 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. Applicant 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

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

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

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

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

ASSURANCES. Applicant must complete, sign in ink, and submit the Assurances Page found in this RFA under Section 005 – Assurances. **ELECTRONIC SIGNATURES WILL BE ACCEPTED.**

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.

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

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

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

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

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

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

Applicants may submit their questions pertaining to this RFA to Randa Gipson, Director of Contracting & Procurement, by email to 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.

Applicant 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 in a sealed package clearly marked with the project name, "**RFA 2024-016 Youth Empowerment Services (YES) Waiver**" 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 via 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 Applicant which submits a complete Application but is not awarded a contract will be notified in writing that the Application is no longer being considered. Any information contained in the Application that is deemed to be proprietary in nature must clearly be so designated in the Application. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

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

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

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information Form, the 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 Applicant 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 Applicant.

008 - RESTRICTIONS ON COMMUNICATION

Applicants are prohibited from communicating with: 1) CENTER Board of Trustees regarding the RFA or Applications from the time the RFA has been released until the contract is posted as an agenda item; and 2) CENTER employees from the time the RFA has been released until the 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 Applicant. Violation of this provision by Applicant and/or its agent may lead to disqualification of Applicant’s Application from consideration.

Exceptions to the Restrictions on Communication with CENTER employees include:

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

Randa Gipson
Director, Contracting & Procurement
The Center for Health Care Services
RGipson@chcsbc.org

The CENTER reserves the right to contact any Applicant to negotiate if such is deemed desirable by the CENTER. Such negotiations, initiated by CENTER staff persons, shall not be considered a violation by Applicant 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 Applicants at any time prior to final approval of a selected Applicant. The CENTER reserves the right to select one, or more, or none of the Applicants to provide services. Final approval of a selected Applicant 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 Applicant(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 Applicant 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 Applicant provides the necessary evidence of insurance as required in this RFA and the contract. Contract documents are not binding on CENTER until approved by the CENTER'S General Counsel. In the event the parties cannot negotiate and execute a contract within the time specified, CENTER reserves the right to terminate negotiations with the selected Applicant and commence negotiations with another Applicant.

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

The successful Applicant must be able to formally invoice the CENTER for services rendered.

Independent Contractor. Applicant 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 Applicant's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

011 - INSURANCE REQUIREMENTS

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

INSURANCE

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

TYPE	AMOUNTS
1. 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
4. Employers' Liability	\$500,000/\$500,000/\$500,000

Solo practitioners are required to provide evidence of insurability for Professional Liability and Comprehensive General Liability Insurance Coverages. If a solo practitioner is awarded a contract, and during the contract term hires an employee, all Workers' Compensation and Employers' Liability coverages will be required.

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

Applicant 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, Applicant shall provide a replacement Certificate of Insurance and applicable endorsements to CENTER. CENTER shall have the option to suspend Applicant'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 Applicant'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 Applicant to stop work hereunder, and/or withhold any payment(s) which become due to Applicant hereunder until Applicant demonstrates compliance with the requirements hereof.

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

It is agreed that Applicant'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.

Applicant 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, Applicant shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

APPLICANT 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 APPLICANT' activities under this Agreement, including any acts or omissions of APPLICANT, any agent, officer, trustees, representative, employee, Applicant or subcontractor of APPLICANT, 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 APPLICANT 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. APPLICANT shall advise the CENTER in writing within 24 hours of any claim or demand against the CENTER or APPLICANT known to APPLICANT related to or arising out of APPLICANT' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at APPLICANT's cost. The CENTER shall have the right, at its option and at its own expense, to participate in such defense without relieving APPLICANT of any of its obligations under this paragraph.

012 - RFA ATTACHMENTS

RFA ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

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

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

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

Business Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No.: _____ Fax No.: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

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

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 Applicant.

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

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

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

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

2. Contact Information: List the one person who the CENTER may contact concerning your Application or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes No

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

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

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

5. Where is the Applicant's corporate headquarters located? _____

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

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

12. Background Checks: Has the Applicant completed criminal history and background checks on all current employees?

Yes No

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

RFA ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items.

1. Describe Applicant'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 Applicant's experience in community behavioral healthcare.

3. Describe Applicant's experience relevant to the Scope of Services requested by this RFA.

4. Describe Applicant's specific experience working with children and youth from ages three (3) to eighteen (18), with serious emotional disturbances and their families. If Applicant 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 Applicant's qualifications.

6. List all licenses, licensing agencies (as well as levels of services, as applicable), credentials, certifications, and/or accreditations the Applicant 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. Please describe services that are offered through the agency/provider, including any additional non-waiver services and/or interventions.

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

3. Please describe the agency/provider's proposed action steps to ensure that documentation is submitted within a timely manner (CHCS policy requires documentation to be submitted within 23 hours of service completion).

4. Please describe the agency/provider's ability to provide accessible services to individuals with special needs, including hearing impairments, cognitive delays, or other impairments that affect an individual's ability to understand spoken communication?

5. Please describe the agency/provider's ability to provide accessible services to individuals who speak a language other than English?

6. Please describe the agency/provider's ability to provide accessible services to individuals who have physical impairments, affecting mobility, and any site-specific modifications to accommodate individuals with physical disabilities?

RFA ATTACHMENT B

PRICE SCHEDULE

Applicant 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. Applicant 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. Applicant agrees that compensation for providing services not covered by its Application will be solely between the Waiver participant and the Applicant. 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 Applicant. 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. The CENTER reimburses for the delivery of a service interventions only. Any time spent driving a consumer to a service location is a non-billable activity; however, certain providers may submit claims for non-medical transportation services (see rate description for further information). Non-medical transportation cannot be provided at the same time as:

- Community Living Supports;
- Supported Employment;
- Employment Assistance; or
- Paraprofessional Services

For the services listed above, transportation is included in the provider rate for the intervention being delivered and the provider is not reimbursed for the time operating a motor vehicle.

RESPIRE SERVICES (HOME-BASED PROVIDERS):

Service	Unit	Rate/Unit
In-Home Respite	Per 15 mins	\$5.22

RESPIRE SERVICES (OUT-OF-HOME):

Service	Unit	Rate/Unit
Camps	Per 15 mins	\$2.46
Licensed Childcare Centers	---	---
<i>Ages 3-5</i>	Per hour	\$5.32
<i>Ages 6+</i>	Per hour	\$5.17
<i>Ages 3-5 (Texas Rising Star Provider)</i>	Per hour	\$5.61
<i>Ages 6+ (Texas Rising Star Provider)</i>	Per hour	\$5.54
Licensed Childcare Homes	---	---
<i>Ages 3-5</i>	Per hour	\$4.90
<i>Ages 6+</i>	Per hour	\$4.86
<i>Ages 3-5 (Texas Rising Star Provider)</i>	Per hour	\$5.17
<i>Ages 6+ (Texas Rising Star Provider)</i>	Per hour	\$5.62
Registered Childcare Homes	---	---
<i>Ages 3-5</i>	Per hour	\$4.75
<i>Ages 6+</i>	Per hour	\$3.83
<i>Ages 3-5 (Texas Rising Star Provider)</i>	Per hour	\$4.99
<i>Ages 6+ (Texas Rising Star Provider)</i>	Per hour	\$4.08
Other Out-of-Home Respite Services	---	---
Foster Family Rate	Per day	\$88.62
Child Placing Agency	Per day	\$67.98
General Residential Operation (GRO)	Per day	\$115.44

SUPPORTIVE FAMILY-BASED ALTERNATIVE (SFA):

Service	Unit	Rate/Unit
Family Mandated Minimum	Per day	\$69.25
Child Placing Agency	Per day	\$67.98

CLINICAL AND SPECIALTY SERVICE PROVIDERS

Service	Unit	Rate/Unit
Animal Assisted Therapy	Per 15 mins	\$19.36
Art Therapy	Per 15 mins	\$19.36
Music Therapy	Per 15 mins	\$19.36
Nutritional Counseling	Per 15 mins	\$13.82
Recreational Therapy	Per 15 mins	\$19.36
Community Living Supports	---	---
<i>Bachelor's Level</i>	Per 15 mins	\$12.50
<i>Master's Level</i>	Per 15 mins	\$15.00

OTHER DIRECT SUPPORT PROVIDERS

Service	Unit	Rate/Unit
Paraprofessional services	Per 15 mins	\$6.15
Family Supports	Per 15 mins	\$6.25
Employment Assistance	Per 15 mins	\$6.52
Supported Employment	Per 15 mins	\$6.52

NON-MEDICAL TRANSPORTATION:

Service	Unit	Rate/Unit
*Non-Medical Transportation	Per mile	\$0.67
<p>*Non-medical transportation enables Waiver participants to gain access to Waiver and other community services, activities and resources, as specified by the Wraparound Plan. This service is in addition to, not instead of, medical transportation required under 42 CFR §431.53 and transportation services under the State Plan. Transportation services under the Waiver are offered in accordance with the Waiver participant's service plan. This service shall be made available after other transportations already available through formal and natural supports have been exhausted.</p> <p>To qualify for reimbursement for non-medical transportation, an individual must be a direct service provider subcontracted with the CENTER and have a valid Texas driver's license. The provider must also maintain insurance appropriate to the vehicle used to provide transportation.</p> <p>Non-medical transportation cannot be provided at the same time as:</p> <ul style="list-style-type: none"> ▪ Community Living Supports; ▪ Supported Employment; ▪ Employment Assistance; or ▪ Paraprofessional Services 		

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.

Document	Initial to Indicate Document is attached to Application
Table of Contents	
Executive Summary	
*Assurances	
General Information and References RFA Attachment A, Part One	
Experience, Background & Qualifications RFA Attachment A, Part Two	
Proposed Plan RFA Attachment A, Part Three	
Price Schedule Attachment B	
Proof of Insurability Submit Copy of Current Certificate of Insurance	
*Signature Page RFA Attachment C	
Application Checklist 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	

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