

REQUEST FOR APPLICATIONS ("RFA") (RFA-2025-009)

for

Mental Health First Aid Instructor 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 intellectual disability 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's 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 for Health Care Services ("CENTER"), in accordance with its Mental Health First Aid (MHFA) Grant Agreement with the Texas Health and Human Services Commission ("HHSC"), is accepting Applications from qualified, experienced and interested vendors (herein "Applicant", "Provider" or "SUBCONTRACTOR") capable of providing services through a subcontract agreement as a Mental Health First Aid Instructor, as further defined in this Request for Applications ("RFA") document.

I. SUBCONTRACTOR REQUIREMENTS

It is the primary responsibility of SUBCONTRACTOR to assist the team of CENTER MHFA Instructors in delivering the MHFA Programs to schools, universities, and community-based entities in the CENTER'S Bexar County catchment area and, on occasion, beyond.

A. Service Provision

SUBCONTRACTOR shall:

- 1. Train and certify participants in the MHFA Programs established by MHFA via the National Council for Mental Wellbeing.
- 2. Hold the fidelity of the MHFA Programs and refrain all personal beliefs, and attitudes concerning race, religion, sex affiliation, or political thought.
- 3. Assist with outreach, registration, set-up and follow-up for MHFA Training events that occur inperson or online, and hybrid events.
- 4. Respond, in writing, to requests for scheduled trainings within two (2) business days of the request.
- 5. Refrain from speaking for, representing, or obligating CENTER in any manner without the prior express written authorization from an officer of CENTER.
- 6. Refrain from scheduling MHFA Training sessions on behalf of the CENTER. If requested by a community member to schedule a CENTER-reimbursed MHFA Training session, SUBCONTRACTOR shall provide the requester with the contact information of the CENTER'S MHFA Program Manager.

Trainings provided must:

- 1. Be consistent with the following curriculum(s), as appropriate:
 - a. Adult In-Person
 - b. Adult In-Person Spanish
 - c. Youth In-Person
 - d. Youth In-Person Spanish
 - e. Other Modules In-Person, including, but not limited to:
 - i. Higher Education
 - ii. Public Safety
 - iii. Older Adults
 - iv. Rural Communities
 - v. Military, Veterans and Their Families
 - vi. Law Enforcement
 - vii. Corrections Professional
 - f. Adult Virtual
 - g. Adult Virtual Spanish

- h. Youth Virtual
- i. Youth Virtual Spanish
- j. Teen, including:
 - i. Teen 3X90
 - ii. Teen 6X45
- k. Lunch and Learn Sessions.
- 2. Provide instruction in the following MHFA five-step plan to render support to an individual experiencing a mental health crisis:
 - a. Assess risk of suicide or harm;
 - b. Listen nonjudgmentally;
 - c. Give reassurance and information;
 - d. Encourage appropriate professional help; and
 - e. Encourage self-help and other support strategies.
- 3. Introduce potential risk factors and warning signs for various mental illnesses (including depression, anxiety, trauma, psychosis, eating disorders, substance use disorders, and self-injury, etc.).
- 4. Introduce the prevalence of various mental health disorders in the United States and the need for reduced stigma in their communities.
- 5. Provide experiential activities to increase attendees' understanding of the impact of mental illness on individuals and families.
- 6. Provide a presentation of the evidence-based professional, peer, social, and self-help resources available to help someone with a mental health issue.

B. Administrative Requirements

SUBCONTRACTOR shall:

- 1. Be certified by one (1) of the MHFA-USA or MHFA-Australia authorities.
- 2. Provide proof of certification of MHFA Instructor training and evidence of maintaining certification throughout the term of a resulting Subcontract.

C. In-Person Learning

SUBCONTRACTOR shall:

- 1. Arrive **45 minutes prior to the class** for class setup, troubleshooting any IT challenges, and to greet participants.
- 2. Utilize CENTER-provided supplies for the training.
- 3. Teach the course ethically, non-judgmentally, and adhere to the fidelity of the course.
- 4. Ensure the class sign-in sheets are filled out **completely.**
- 5. Return supplies in an organized manner with **ALL** sign-in sheets in their provided folders to the MHFA Program Manager at the end of the course in person or electronically.
- 6. Stay **30 minutes** after the class, if needed, for clean-up and to answer participant questions that may have arisen from the course.

D. Virtual Learning

SUBCONTRACTOR shall:

- 1. Be capable of conducting the virtual training session via Zoom and/or Teams platform(s).
- 2. Provide their own laptop or other equivalent equipment with internet connection capability and speed that allow for continuous audio and visual connection to the designated platform.
- 3. Set up the virtual training environment **30 minutes** prior to the commencement of class to ensure all equipment, presentations, teaching materials, and internet connections are ready and working correctly.
- 4. Troubleshoot any IT concerns, as needed, to ensure successful administration of the course.
- 5. Teach ethically, non-judgmentally, and adhere to the fidelity of the course.
- 6. Utilize the electronic sign-in sheet provided by CHCS and execute a "roll call" to fill in the sign-in sheet in its entirety.
- 7. Complete a visual "roll call" before the end of the class time, to ensure all learners have participated in the course entirely.
- 8. Ensure that ALL participants have audio and visual capabilities and that **Participants' video remains ON AT ALL TIMES.**
- 9. Remain online and available for **30 minutes** after the class, if needed, to answer participant questions that may have arisen from the course.
- 10. Ensure completed sign-in sheets (EXHIBIT A Example MHFA Sign-in Sheet) are submitted to the MHFA Program Manager via email on the same day the training was conducted.
- 11. Within one (1) day of class date submit clear, scanned copies of the following:
 - a. Sign-in Sheet(s)/Rosters
 - b. If the class is being managed in MHFA Connect by the SUBCONTRACTOR, a screen print of the class listed in MHFA Connect should be sent along with the Sign-in Sheet to show participants as "Passed" in MHFA Connect.

E. Blended Learning

SUBCONTRACTOR shall:

1. Follow all expectations of In-Person and Virtual Learning, as they pertain to each individual learner's enrollment and participation.

F. Lunch and Learn Sessions

Lunch and Learn Sessions are one (1) to one and half (1.5) hour sessions designed to bring employees together from across an organization to explore important topics that impact us all. These sessions provide an opportunity to introduce mental health and resilience into the workplace conversation, while also supporting and enhancing the organization's employee well-being initiatives.

Each session is tailored to reflect the unique needs of the organization and workforce. Through guided discussion and learning, led by the SUBCONTRACTOR, participants will gain valuable insights, practical tools, and shared understanding of how to support themselves and others.

Topics may include:

- Mental Health Resilience
- Diagnosis-Specific Topics (e.g. Depression, Anxiety, Psychosis)
- Trauma Awareness
- Substance Use and Recovery

G. Incidents

SUBCONTRACTOR shall:

- 1. Be able to problem solve.
- 2. If at any time during a training they encounter excessive harassment, use their MHFA skills of deescalation to handle the situation.
- 3. If the situation does not improve, notify the MHFA Program Manager for assistance. The MHFA Program Manager will report the incident to the point of contact for that training site for assistance.
- 4. After the incident, but within five (5) calendar days, document the incident and submit the report to the MHFA Program Manager.

H. Invoicing and Payment

- 1. All invoices shall be submitted to the CENTER'S Mental Health Awareness Training Program Manager via email at kcoleman@chcsbc.org, or designee.
- 2. All invoices shall include the following information:
 - a. Instructor name and contact information;
 - b. Invoice number:
 - c. Date(s), location(s) and type of service;
 - d. Fee per session; and
 - e. Total cost for trainings being invoiced.
- 3. Invoices for scheduled sessions shall be submitted weekly, by no later than two (2) days after the last scheduled session of the week being invoiced. Upon verification of completion of all trainings listed, invoice shall be processed, and compensation shall be issued to SUBCONTRACTOR via the SUBCONTRACTOR'S chosen remittance method.
- 4. If providing any unscheduled, last-minute, or coverage classes, or if providing single scheduled sessions in the month, SUBCONTRACTOR shall submit a separate invoice on Monday of the week following the week of training provision.
- 5. All payments shall be made in accordance with RFA ATTACHMENT D Rates & Payment.

I. Travel

1. SUBCONTRACTOR shall provide their own meals, mileage, and transportation.

2. CENTER, if required, shall arrange and pay for SUBCONTRACTOR'S lodging accommodations.

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 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.
- 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.
- 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.
- Applicant has no conflict of interest and meets the standards of conduct requirements pursuant to Title 26 of the Texas Administrative Code Part 1, Chapter 301, Subchapter A, §301.7.
- 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 hard copy, signed in ink, and five (5) copies of the application and one USB containing a copy of the entire application in 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 Applicant proposes to accomplish and perform each specific service, and unique problems perceived by Applicant and their solutions.

<u>ASSURANCES</u>. Applicant must complete, sign in ink and submit the Assurances Page found in this RFA under Section 005 – Assurances. <u>ELECTRONIC SIGNATURES WILL NOT BE ACCEPTED.</u>

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.

<u>PROOF OF INSURABILITY</u>. Applicant shall submit a copy of their current insurance certificate.

<u>CONFLICTS OF INTEREST STATEMENT</u>. Applicant must complete and sign in ink, the Conflicts of Interest Statement found in this RFA as Attachment B.

<u>SIGNATURE PAGE</u>. 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. <u>COPIES OF SIGNATURE WILL NOT BE ACCEPTED.</u>

<u>APPLICATION CHECKLIST</u>. Complete and submit the Application Checklist found in this RFA as Attachment E.

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

The SUBCONTRACTOR shall, at its own expense, conduct criminal background checks on all personnel and Contractors assigned to provide services under this statement of work. 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 SUBCONTRACTOR to the CENTER upon request.

The Applicant must indicate whether or not it will be Contracting portion(s) of services contained in this RFA's Scope of Services. If so, indicate the name of the Contractor and the portion of the work, which will be contracted. Provide the Contractor's qualifications that meet the requirements of the Scope of Services. The CENTER reserves the right to refuse the selection of any Contractor(s) by SUBCONTRACTOR for reasonable cause.

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 Applicant, simply and clearly document "N/A". Scoring and evaluation is based on completed questions. Unanswered questions will be considered omissions. The CENTER reserves the right to review only completed applications. The CENTER reserves the right to hold subsequent face-to-face or telephone interviews for clarification and/or negotiation purposes. Interviews will <u>not</u> 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 Chelsey Turner, Contract Administrator, by email to CTurner@chcsbc.org. Please refrain from contacting CENTER Staff and/or CENTER'S Board of Trustees members during the process and direct all inquiries to the contact person listed above.

Applicant may submit a response by submitting one (1) original hard copy, signed in ink and five (5) copies of the response and one USB with the entire application in Microsoft Word or PDF format in a sealed package clearly marked with the project name, "Mental Health First Aid Instructor Services, RFA 2025-009" on the front of the package. Responses may be delivered by regular mail, special carrier, or hand delivery to the CENTER'S administrative offices at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas, 78213. Submission of applications by telephone, fax or e-mail will not be accepted.

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

<u>Modified Applications</u>. 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, Part One.

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 Compliance & Systems Support shall have the discretion, at any point in the contracting process, to suspend consideration of the application.

Confidential or Proprietary Information. The entire response to this Request for Application shall be subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code. If the Applicant believes information contained therein is legally excepted from disclosure under the Texas Public Information Act, the Applicant should conspicuously (via bolding, highlighting and/or enlarged font) mark those portions of its response as confidential or proprietary and submit such information under seal. Such information may still be subject to disclosure under the Public Information Act depending on determinations of the Texas Attorney General's office.

<u>Cost of Application</u>. Any cost or expense incurred by the Applicant that is associated with the preparation of the application or during any phase of the evaluation process, shall be borne solely by Applicant.

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 application has been approved or denied for contract award. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFA and/or application submitted by Applicant. Violation of this provision by Applicant and/or its agent may lead to disqualification of Applicant's application from consideration.

Exceptions to the Restrictions on Communication with CENTER employees include:

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

Chelsey Turner
Contract Administrator, Contracting & Procurement
The Center for Health Care Services
CTurner@chcsbc.org (Carbon Copy Contracts@chcsbc.org)

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

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

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 an evaluation committee to perform the evaluation. Each Application will be analyzed to determine overall responsiveness and qualifications under the RFA. Criteria to be evaluated may include the items listed below. The CENTER may also request additional information from Applicants at any time prior to final approval or denial of an application. The CENTER reserves the right to approve or deny any application based on responsiveness, qualifications, capacity needs, or other relevant factors. Final approval of an application is subject to the action of the CENTER'S Board of Trustees.

Evaluation criteria:

- Experience, Background, & Qualifications including, but not limited to, evidence of compliance or ability to comply with HHSC rules; evidence of accessibility; evidence of providing quality services; evidence of financial solvency; and evidence of liability insurance. (50 Points)
- Proposed Plan (45 Points)
- Certified Small Business Enterprise, Minority/Women Owned Business Enterprise, Historically Underutilized Business or Veteran Owned Business Enterprise Status (1 Point each; up to 5 Points)

010 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

The anticipated term for a contract awarded in response to this RFA is for a period of three (3) years. The term of the contract may be extended for up to two (2) additional one (1) year terms thereafter by mutual agreement of the parties or by re-solicitation for services by the CENTER. All extensions or renewals of the contract shall be in writing and signed by President/CEO, or their designee.

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

The CENTER may award one (1), more than one (1), or no contract(s) in response to this RFA.

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

The CENTER reserves the right to accept one (1) or more application(s) or reject any or all application(s) received in response to this RFA, and to waive informalities and irregularities in the applications received. CENTER also reserves the right to terminate this RFA, and reissue a subsequent solicitation, and/or remedy technical errors in the RFA process.

The CENTER reserves the right to reject, for any reason and at its sole discretion, in total or in part, any and/or all applications, regardless of comparability of qualifications, terms or any other matter, to waive any formalities, and to negotiate on the basis of the applications received for the most favorable terms and best service for the CENTER. If an applicant is approved, the applicant will be required to execute a contract. If CENTER funding is materially decreased during the contract term, the contract may be amended and/or terminated.

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

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

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

A contracted Applicant must be able to formally invoice the CENTER for services rendered. Invoices shall only be issued for services rendered. The CENTER will pay invoices within 30 days of receipt only after services have

been performed. The CENTER is a tax-exempt entity.

<u>Independent Contractor</u>. Applicant agrees and understands that, if approved for contract, it and all persons designated 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.

<u>Invoices</u>. Invoices shall be issued for services rendered. The CENTER will pay invoices within thirty (30) days of receipt only after services have been performed. The CENTER is a tax-exempt entity.

011 - INSURANCE REQUIREMENTS

INSURANCE

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

Prior to the commencement of any work under this contract, Applicant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the CENTER'S Contracting & Procurement Department, which shall be clearly labeled "Mental Health First Aid Instructor 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 contract 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 Compliance & Systems Support, 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 the contract 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 Compliance & Systems Support based upon changes in statutory law, court decisions, or circumstances surrounding the contract. In no instance will CENTER allow modification whereby CENTER may incur increased risk.

An 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 the contract, 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	<u>AMOUNTS</u>
1. Employers' Liability	\$500,000/\$1,000,000/\$1,000,000
2. E/O Insurance	\$2,000,000
3. Automobile Insurance	State Statutory Limits
4. Workers' Compensation	Statutory Limits

5. Broad from Commercial General	For <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of
Liability Insurance to include coverage for	\$1,000,000 per occurrence;
the following:	\$2,000,000 General Aggregate, or its
a. Premises operations	equivalent in Umbrella or Excess Liability
b. Independent CONTRACTORs	Coverage
c. Products/completed operations	
d. Personal Injury	
e. Contractual Liability	
6. Business Automobile Liability	Combined Single Limit for Bodily Injury
a. Owned/leased vehicles	and Property Damage of \$1,000,000 per
b. Non-owned vehicles	occurrence
c. Hired Vehicles	

Applicant agrees to require, by written contract, that all Contractors 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 Contractor. This provision may be modified by CENTER'S Senior Director of Compliance & Systems Support, 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 Compliance & Systems Support, 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 ten (10) days of the requested change. Applicant shall pay any costs incurred resulting from said changes.

Center for Health Care Services
Attn: Contracting & Procurement Department
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 <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, 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 the contract.

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 Contractors' performance of the work covered under the contract.

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 the contract.

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

Applicant and any Contractors 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 the contract, including any acts or omissions of APPLICANT, any agent, officer, trustees, representative, employee, Applicant or Contractor of APPLICANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under the contract. 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

(NOTE: Give ex	act legal name as it will appear or	n the contract, if awarded.)
Doing Business A	as: (other business name, if applic	cable):
Business Address	:	
City:	State:	Zip Code:
Telephone No.: _		Fax No.:
Website address:		
Year established:		
Provide the numb	er of years in business under pres	sent name:
Social Security N	umber or Federal Employer Ident	tification Number:
Texas Comptrolle (NOTE: This 11	er's Taxpayer Number, if applicabilities applicated in the company of the company	ble:ed to as the Comptroller's TIN or TID.)
UEI NUMBER:		
Is Business a cert certifications.)	ified HUB, SBE, M/WBE, or VB	BE? □Yes □No (If yes, attach all applicable curren
	e: Check the box that indicates the	he business structure of the Applicant.
Business Structur		
	r Sole Proprietorship If checked,	, list Assumed Name, if any:
	r Sole Proprietorship If checked,	, list Assumed Name, if any:
☐ Individual o ☐ Partnership	If checked, check one:	, list Assumed Name, if any: l For-Profit □ Nonprofit stic □ Foreign

	Printed Name of Contract Sig Job Title:	•			
	(NOTE: This RFA solicits approfile". Therefore, Applicant if awarded.)	olicants to provide servi			_
	Provide any other names unde for each:	r which Applicant has o	pperated within	n the last 10 years and	l length of time under
	Provide address of office from City:	- ·	uld be manage	ed:	
	Telephone No	F	ax No:		
	Total Number of Employees:				
	Total Number of Current Clie	nts/Customers:			
4.	Contact Information: List the setting dates for meetings. Name:	-			
	Address:				
	City:	State:		Zip Code:	
	Telephone No	F	ax No:		
	Email:				
3.	Does Applicant anticipate any departure of key personnel wi			nership, managemen	t reorganization, or
	□ Yes □ No				
	List the name and business ad Business (attach additional pa	-	legal entity, v	which has a stake of o	ownership in the

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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?
	\square Yes \square No \square 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? ☐ Yes ☐ No
	(If "Yes", 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, label as Exhibit I.)
	Has Applicant been convicted of any criminal offense described in 26 Texas Administrative Code, Part 1, Chapter 301, Subchapter B, Rule 301.57 (g)? ☐ Yes ☐ No (If yes, provide details labeled Exhibit II)
	Have there been any lawsuits or other litigation involving clinical services to which Applicant has been a party during the last five (5) years. □ Yes □ No (If "Yes," provide details on any judgments or settlements obtained against Applicant, labeled Exhibit III .)
	Has Applicant been removed, denied, or barred from any Managed Care Provider list or by other insurance payor? ☐ Yes ☐ No (If "Yes," provide details labeled Exhibit IV .)
	Has Applicant Medicaid Provider number(s) have ever been suspended or revoked. \square Yes \square No (If "Yes," provide details labeled Exhibit V .)
	Has Applicant had a license or accreditation revoked by any state, federal, or CENTER or licensing agency within the last five (5) years. \square Yes \square No (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. Attach additional pages as necessary).
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.)

Pr	evious Contracts:
a.	Has the Applicant ever failed to complete any contract awarded? ☐ Yes ☐ No (If "Yes," state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.)
b.	Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract? Yes No (If "Yes," state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.)
c.	Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? Yes No (If "Yes," state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.)
d.	Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? \square Yes \square No
	CENTER Employment: Is APPLICANT, or any of its employees currently employed/contracted by ENTER?
	s APPLICANT, or any of its employees, been contracted by CENTER in the past two (2) years? Yes No
•	"Yes," whom and in what role(s) was the person(s) employed/contracted by CENTER. List name, ENTER title, dates of employment and current title.):
	. Background Checks: Has the Applicant completed criminal history background checks on all current
	ployees? Yes No Applying as an Individual and will provide evidence of background check clearance

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. References should not be current CENTER employees. Upon submission, References are considered confidential/proprietary.

Contact Name:	Ti	tle:
Address:		
City:	State:	Zip Code:
Telephone No	Email:	
Date and Type of Service(s) Provide	led:	
eference No. 2:		
Firm/Company Name		
Contact Name:	Ti	itle:
Address:		
City:	State:	Zip Code:
Telephone No	Email:	
Date and Type of Service(s) Provide	led:	
eference No. 3: Firm/Company Name		
Tim/Company Name		
Contact Name:	Ti	itle:
Address:		
City:	State:	Zip Code:
Telephone No	Email:	
Date and Type of Service(s) Provide	1 . J.	

RFA ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

- 1. Please list which MHFA modalities Applicant is trained to instruct (Youth, Adult, Dual, Teen, or All), whether Applicant is Virtually Certified, and dates of all certifications.
- 2. Approximately how many of each type of trainings has Applicant taught since being certified?
- 3. Please describe Applicant's experience and level of comfort leading training via Zoom or another virtual platform. Include the number of virtual trainings conducted since being certified and platforms used.
- 4. Please indicate if Applicant is either a Veteran or the family member of a Veteran.
- 5. Please list all Supplemental Training(s) Applicant is certified for and date each certificate was obtained.
- 6. Please list all languages in which Applicant is fluent, and level of fluency (i.e. native speaker, reading, speaking, writing, or any combination of these).

RFA ATTACHMENT A, PART THREE

PROPOSED PLAN

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

- 1. Please indicate Applicant's preferred method of contact (Telephone, Email, or Text Message).
- 2. Please describe Applicant's experience with leading a class without another instructor present, including willingness to lead classes alone if awarded a contract under this RFA.
- 3. Please provide a narrative of any additional information Applicant would like CENTER to know about Applicant.

RFA ATTACHMENT B

CONFLICTS OF INTEREST STATEMENT

Select and sign only <u>one</u> scenario below.

o actual or potential Conflict(s)) of Interest are known:	
I,	, on behalf of gnatory Appl	
(hereinafter, "SUBCONTRA best of my knowledge, there matter of this Contract. If any SUBCONTRACTOR will with	gnatory Appl CTOR"), as the duly authorized representat is no direct, indirect or potential conflict(s) y such conflict arises in the performance of ithin two (2) business days disclose it to the Disclosure Statement to the CENTER within	ive, hereby declare that to the of interest related to the subject this contract, relevant parties and submit an
Signature of Owner (Owner, Majority Stockholder, or Des		
ctual or potential Conflict(s) of	f Interest are known to exist or are anticipate	ed:
I,	gnatory , on behalf ofAppl	
	gnatory Appl CTOR"), as the duly authorized representat	
following actual or potential SUBCONTRACTOR, or any blood or marriage, may have Interest may include, but are	Conflict(s) of Interest, known to exist or any other family member of SUBCONTRACT with any entity or individual affiliated with not limited to, scenarios of potential financi CENTER-contracted services, etc.	TOR within second degree of the CENTER. Conflict(s) of
Affiliated Entity or Individual	Services Covered by Agreement	Effective Term of Agreement
	e disclosed list of agreements, CONTRACTore Statement within two (2) business days of CEO, President Date	

RFA ATTACHMENT C

SIGNATURE PAGE

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct and I am authorized to bind the Applicant contractually. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) The CENTER will have the grounds to terminate any or all contracts which the CENTER has or may have with the business; 2) The CENTER may disqualify the business named above from consideration for contracts and may remove the business from the CENTER'S bidders list; or/and 3) The CENTER may have grounds for initiating legal action under federal, state, or local law. The signatory below is

Print Name	Title			
Signature of Owner	Date			
(Owner, CEO, President, Majority Stockholder or				
Designated Representative)				

RFA ATTACHMENT D

RATES & PAYMENT

In consideration of the Mental Health First Aid Instructor services provided by SUBCONTRACTOR in accordance with the requirements of this RFA, the CENTER shall compensate the SUBCONTRACTOR at the established rates below:

I. In-Person or Blended Learning Sessions (English or Spanish)

Curriculum	Rate Per Session			
Adult	\$600			
Youth	\$500			
Other Modules (Higher Ed, Veterans, Law Enforcement, etc.)	\$550			
Teen 3X90	\$150			
Teen 6X45	\$100			

II. Virtual Learning Sessions (English or Spanish)

Curriculum	Rate Per Session			
Adult	\$500			
Youth	\$400			
Teen 3X90	\$150			
Teen 6X45	\$100			

III. Lunch and Learn Sessions

Curriculum	Rate Per Session			
Various Topics	\$125			

Note: The CENTER is not subject to any sales or use tax, and such tax cannot be passed on to the CENTER in any form.

RFA ATTACHMENT E

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 that Document is Attached
Table of Contents	
Executive Summary	
*Assurances	
General Information and References	
RFA Attachment A, Part One	
Experience, Background & Qualifications	
RFA Attachment A, Part Two	
Description of Proposed Plan	
RFA Attachment A, Part Three	
Proof of Insurability -	
Submit Copy of Current Certificate of Insurance	
* Conflict of Interest Statement	
RFA Attachment B	
*Signature Page	
RFA Attachment C	
Application Checklist	
RFA Attachment E	
Exhibit I – Applicant attached policies and procedures regarding consumer abuse, consumer neglect,	
or rights violations and the training of staff on these issues. If attaching policies and procedures	
and/or description of occurrences.	
Exhibit II (if applicable) – Applicant provided details regarding relevant convictions of any criminal	
offense described in 26 TAC, Part 1, Chapter 301 Subchapter B, Rule 301.57(g)	
Exhibit III (if applicable) – Applicant provided details on any judgements or settlements obtained	
against Applicant	
Exhibit IV (if applicable) – Attached details regarding Applicants removal, denial or barring from any Management Care Provider list or by any other insurance payor	
Exhibit V (if applicable) – Applicant provided explanation regarding Medicaid Provider number(s)	
suspension of revocation	
Exhibit VI (if applicable) – Applicant provided details regarding license or accreditation revocation	
by any state, federal or CENTER or licensing agency within the last five (5) years	
Exhibit VII – Applicant attached certified statement that Applicant's facilities and services are	
compliant with the accessibility requirements of the Americans with Disabilities Act (ADA)	
Exhibit VIII – Applicant attached Certified External Audit for the past two (2) years	
Exhibit IX – Applicant attached Financial Statement including Cash Flow	
One (1) Original, signed in ink with five (5) hard copies and one (1) USB with entire Application in 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 Application.

EXHIBIT A

EXAMPLE MHFA SIGN-IN SHEET

Youth/Adult Mental Health First Aid Participant Sign-In Sheet

Instructors:

Location:

*Please complete all the information requested below. Please print clearly in order to receive credit for attendance and avoid abbreviations of ISD.

Date:

For the last column, SM = service member, V = veteran, and F = military family member. Please select only one

Public Safety Staff	Community and Government Staff	Independent School District: Educational Diagnosticians:						Registered Attendees
Officers	ment Staff	strict: Cafeteria Workers:						User ID/ Email Address
Dispatchers_	Administrators	Teachers: School Nurses:						
Jailers	sSupport Staff	rs: Counselors: Front Office:						Name of School District or Agency
Support Staff		Si.						Campus/School Name
Administrators	Elected OfficialsHR	l v of						Position (NO ABBREVIATIONS)
Prob. Off	Corrections N	ficers: Administrators: Bus Custodian and Grounds keeping Staff:			□ SM □ V □ F PM:	□ SM □ V □ F PM:	\square SM \square V \square F $_{PM:}$	Military Association Service Member, Veteran, Family Member (ONLY ONE)
	NurseIntern	Bus Drivers:	PM:	 PM:	AM: PM:	AM: PM:	 AM: PM:	Signature/Instructor Initials

^{*}MHFA Program Manager will provide a clean paper copy or fillable PDF, as needed.