



REQUEST FOR APPLICATIONS
("RFA")
(RFA-2026-002)
for
Adult Inpatient Psychiatric Hospitalization Services

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS 2
003 - BACKGROUND 3
004 - SCOPE OF SERVICES 4
005 - ASSURANCES 14
006 - APPLICATION REQUIREMENTS 15
007 - SUBMISSION OF APPLICATION 15
008 - RESTRICTIONS ON COMMUNICATION 16
009 - EVALUATION OF CRITERIA 17
010 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS 17
011 - INSURANCE REQUIREMENTS 18
012 - RFA ATTACHMENTS 20

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 sixty (60) years and is the Texas Health and Human Services' 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”) is accepting applications from qualified vendors (herein “APPLICANT,” “PROVIDER,” or “CONTRACTOR”) capable of providing Adult Inpatient Psychiatric Hospitalization Services to CENTER-authorized persons with serious mental illness (referred to herein as “patient(s)” or “consumer(s)”), as further defined in this Request for Applications (“RFA”) document.

I. DESCRIPTION OF SERVICES: INPATIENT PSYCHIATRIC INTENSIVE CARE

- A. As required by CENTER’S Performance Contract with HHSC, hospital services provided by CONTRACTOR under this Contract shall be staffed with medical and nursing professionals who provide 24-hour professional monitoring, supervision, and assistance in an environment designed to provide safety and security during acute psychiatric crisis. CONTRACTOR’S staff shall provide intensive interventions designed to relieve acute psychiatric symptomology and restore consumer’s ability to function in a less restrictive setting. The services to be provided shall include:
1. Crisis stabilization and assessment;
 2. Acute care psychiatric treatment;
 3. Appropriate disposition in conjunction with CENTER’S MEDCOM and the South Texas Regional Advisory Council (STRAC) staff; and
 4. Recommendations for appropriate follow-up care.
- B. This acute setting will provide, or cause to be provided, on a 24-hour basis, a full range of diagnostic and therapeutic services with the capability for immediate implementation of emergency psychiatric and medical interventions.
- C. CONTRACTOR will ensure
1. 24-hour per day physician coverage by a board certified/eligible psychiatrist;
 2. Direct daily involvement of the attending psychiatrist in the direction and management of a multidisciplinary treatment plan; and
 3. 24-hour per day skilled nursing care.
- D. The condition and response to treatment of the consumer served shall be continuously monitored and assessed.
- E. Both appropriate voluntary and involuntary admissions will be accepted.
- F. All primary clinical service providers will be fully qualified mental health professionals to include:
1. Board certified/eligible Psychiatrists;
 2. Licensed Social Workers (LSWs);
 3. Licensed Professional Counselors (LPCs); and
 4. Licensed Psychologists.
- G. CONTRACTOR shall designate and identify to CENTER:
1. A single board certified/eligible psychiatrist to serve as medical director for CENTER-contract beds; and
 2. A single point of contact (POC) for any administrative issues related to the Contract.
 - a. This administrative contact, and any designated backup staff will be accessible by telephone to CENTER staff 24 hours per day, 7 days per week, and all contacts will be fully educated on the parties’ obligations under the Contract.
- H. Services to be provided by CONTRACTOR shall include:
1. Hospital day care;

2. Physical examination;
3. Nursing assessment;
4. Social work assessment regarding disposition needs;
5. Psychological consultation and, if needed, assessment and interpretation by a psychologist;
6. Group and individual psychotherapy, as prescribed;
7. Family and Legally Authorized Representative (LAR) involvement, if applicable, as indicated;
8. Education services, as indicated;
9. Psychopharmacological evaluation and management, with consideration for consumer's ability to pay in choice of medication; and
10. Discharge coordination, in collaboration with CENTER'S Adult Behavioral Health (ABH) Division, as applicable, and coordination with the receiving provider of care, to consider housing, access to medication, as well as treatment needs.

II. CAPACITY AND CONSUMERS SERVED

- A. Total Service Capacity purchased by CENTER from CONTRACTOR shall be mutually agreed upon by both parties for unfunded, CENTER-authorized consumers, navigated through the STRAC Contract Bed Navigation Process.
 1. CONTRACTOR shall serve CENTER-authorized and referred consumers who may be voluntary or involuntary admissions through the civil commitment process.
 2. All admissions will be authorized and approved in advance by CENTER, according to CENTER procedures and the STRAC Contract Bed Navigation Process.
 3. CONTRACTOR shall complete virtual assessments utilizing only those virtual platforms mutually agreed upon between the CENTER and STRAC.
 4. CONTRACTOR will conduct medical screening evaluations and make medical condition determinations of CENTER-authorized consumers.
 5. If applicable, a consumer is not eligible for admission to the hospital if the consumer is determined to be incompetent to stand trial and committed to a mental health facility for competency restoration services pursuant to Texas Code of Criminal Procedures, Article 46B.073(d), Article 46B.080, or Article 46B.102, or if pending charges make the consumer eligible for maximum security admission pursuant to Texas Code of Criminal Procedure, Article 46B.073(c) or Article 46B.104.
 6. The primary service area for consumers served under this scope of services is: Bexar County.
 7. The CENTER works with the Texas Health and Human Services Commission (HHSC) on the Capacity Management Program for State Mental Health Facilities (SMHF). As a part of the Capacity Management Program, HHSC may request access to beds purchased under this scope of services to assist with SMHF diversion activities. If capacity is available within CONTRACTOR'S facility, then HHSC may attempt to divert admissions from SMHFs to CONTRACTOR. Individuals diverted may be from outside CENTER'S primary local service area. CENTER will authorize these individuals for admission, following the STRAC Contract Bed Navigation Process.
 8. CONTRACTOR shall also provide to CENTER a POC(s) who will be responsible for communication, correspondence, and reporting to CENTER during and after business hours about the activities described in this scope of services.

9. CONTRACTOR shall respond to capacity management contacts initiated by HHSC or CENTER within one (1) hour.

III. ADMISSION, CONTINUITY OF CARE, AND DISCHARGE REQUIREMENTS

A. CENTER shall provide a screening and evaluation of individuals in crisis to determine the least restrictive alternative to services. If CENTER determines the case meets admission criteria, including a priority population diagnosis, if applicable, CONTRACTOR shall receive an authorization for the admission from the CENTER. CENTER will provide authorization in writing to CONTRACTOR by faxing the Authorization Letter to CONTRACTOR'S Admissions Office. The following business day, CONTRACTOR will provide the Face Sheet, Psych Evaluation, Treatment Plan, and any other collateral to the CENTER'S Utilization Management (UM) Department for review. If the individual has already been admitted to the CONTRACTOR'S facility, CENTER shall only pay for bed days beginning on the date of CENTER authorization.

B. **Admission Requirements.** CONTRACTOR must comply with the following standards regarding admission:

1. CONTRACTOR must not allow admissions without CENTER authorization, and navigation through the STRAC Contract Bed Navigation Process. STRAC will maintain an admission queue and will inform CONTRACTOR of the next Consumer for admission. Admissions without CENTER approval and navigation through the STRAC Contract Bed Navigation Process, or bed days prior to CENTER authorization will not be eligible for payment.
2. When CONTRACTOR admits a Consumer, the CONTRACTOR must promptly notify CENTER of the admission and admission status, and a physician must issue and sign a written order admitting the Consumer.
3. CONTRACTOR must conduct an intake process as soon as possible, but not later than 24 hours after the Consumer is admitted.
4. Upon admission of a Consumer to CONTRACTOR, CONTRACTOR must begin discharge planning for the Consumer with CENTER.

C. Continuity of Care

1. **Services to be Provided.** CONTRACTOR shall provide the full array of services that comply with admission, continuity of care, and discharge requirements as outlined below:

- a. Follow the steps outlined the STRAC Contract Bed Navigation Process, **Exhibit 'X,'** and HHSC Psychiatric Emergency Fow Chart, **Exhibit 'XI.'**
- b. Apply the Appropriate-Use and Medical Clearance Criteria: The presence of any of the following represent acute or chronic medical conditions that the hospital does not have the capability to treat and so, in accordance with the Emergency Medical Treatment & Labor Act (EMTALA) and state law, the hospital will provide evaluation and treatment within its capability to stabilize the person and will arrange for the person to be transferred to a hospital that has the capability to treat the condition:
 - i. Medical Emergency Indicators, including:
 1. Overdose;
 2. Chest Pain;
 3. Fluctuating consciousness;
 4. Stab wound, bleeding, or serious injury;
 5. Seizure activity;
 6. Complications from Diabetes;
 7. Injured in an assault or flight;
 8. Victim of sexual assault;

9. Resident of a nursing home or assisted living facility;
- ii. Acute Medical Conditions
1. Acute overdose resulting in any vital sign instability in the prior 24 hours;
 2. Acute drug intoxication (blood alcohol level over .01);
 3. Uncontrolled seizure activity;
 4. Delirium, including substance induced syndromes;
 5. Uncontrolled seizure activity;
 6. Recent trauma that has not received medical evaluation, including fractures, lacerations, burns, trauma and bleeding;
 7. Recent assault or flight has not received medical evaluation;
 8. Recent sexual assault that has not received medical evaluation;
 9. Blood pressure greater than 160/100;
 10. Pulse less than 50, or any symptomatic bradycardia, in the prior 24 hours;
 11. Pulse greater than 120 in prior 24 hours;
 12. Temperature above 101°F;
 13. White blood count (WBC) greater than 15,000;
 14. Hemoglobin (HGB) less than 10;
 15. Hematocrit (HCT) less than 30;
 16. Any abnormal electrolytes;
 17. Creatinine4 phosphokinase (CPK) greater than 1500, or CPK greater than 1000 with elevated temperature and muscular rigidity;
 18. Serum glucose below 70 or over 400 during the prior 48 hours;
 19. Acute O₂ saturation below 90%;
 20. Chest pain;
 21. Shortness of breath ;
 22. Unstable arrhythmia;
 23. Pulmonary edema;
 24. Acute congestive heart failure;
 25. Acute respiratory distress syndrome;
 26. Acute asthma;
 27. Acute cardiovascular accident;
 28. Acute CNS trauma;
 29. Gastrointestinal (GI) bleeding during the prior 48;
 30. Requires indwelling tubing (for example, a nasogastric tube);
 31. Post-op instability, demonstrated as instability in vital signs or laboratory values in the prior 48 hours; or
 32. Open wounds and/or wounds requiring sterile equipment to manage.
- iii. Chronic Medical Conditions, including individuals who:
1. Require specialized cancer care, including radiation or chemotherapy;
 2. Required medical care from a nursing home prior to admission;
 3. Required care for a decubiti- Stage 3-4'
 4. Require blood or blood product transfusions;
 5. Require continuous oxygen, oximetry, or support equipment (CPAPs, BiPAPs, O₂ concentrators);
 6. Are being treated for active tuberculosis (TB);
 7. Require isolation for the purpose of infection control;
 8. Require ongoing intravenous (IV) therapy;
 9. Have a subclavian line, arterial line, or require hyperalimentation not total parenteral nutrition (TPN);
 10. Require suctioning;
 11. Require peritoneal or hemodialysis treatments;
 12. Require complex care or sterile equipment for managing the care of wounds;
 13. Require tracheotomy care and have a chronic condition that causes non-ambulation to an extent to preclude the engagement in treatment programming;
 14. Are considered a high-risk pregnancy;
 15. Have a multiparous pregnancy; or
 16. Are pregnant and at 38 weeks' gestation or later.
- c. Effective, responsive, individualized, and least restrictive treatment;

- d. Treatment and care through the development and implementation of a Comprehensive Treatment Plan and corresponding intervention(s) including, but not limited to:
 - i. A reasonable and appropriate discharge plan that is JOINTLY DEVELOPED by CENTER and CONTRACTOR;
 - ii. Communication that will facilitate the exchange of information needed to accomplish common Utilization Management activities; and
 - iii. As HHSC continues to utilize the Diagnostic and Statistical Manual (DSM) V, and ICD-10 codes, full diagnosis and codes must be included on admission and in all discharge summaries.
 - e. Promotion of recovery, independence, and self-sufficiency;
 - f. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy rules and security rules, the Health Information Technology for Economic and Clinical Health (HITECH) Act, 42 Code of Federal Regulation (C.F.R.) Part 2, and all other applicable privacy and information security laws, rules, and regulations.
 - g. Develop, maintain and educate Consumers on a comprehensive Consumer/patient rights policy consistent with regulatory and The Joint Commission (TJC) requirements;
 - h. Provide interdisciplinary, goal-directed and evidence-based treatment;
 - i. Utilize an established Behavior Management Program;
 - j. Ensure culturally competent treatment; and
 - k. Provide telemedicine (if applicable during the Contract), in accordance with applicable HHSC rules and regulations.
2. **Requesting an Extension of Inpatient Hospitalization Authorization.** When requesting that a Consumer's inpatient hospitalization authorization be extended for additional bed days, the CONTRACTOR shall:
- a. Complete the Request for Inpatient Authorization Form and upload to the STRAC SharePoint with any collateral information that clarifies the medical need for extension. Collateral is to include:
 - i. Legible collateral from doctors, nurses, therapists, etc. for all days leading up to the extension request.
 - b. Upload the extension request and collateral the day of or day prior to the date of extension being requested.
 - c. Send an email to UM@chcsbc.org to inform CENTER UM team that an extension is being requested and has been uploaded to the SharePoint.
 - d. Ensure all information on the extension request is correct (Name, Case Number, dates).
 - i. If a correction is needed, it should be corrected/uploaded the same day so that CENTER'S UM Department can process the correction/extension in a timely manner.

D. Discharge Planning and Discharge

- 1. CONTRACTOR will inform CENTER and STRAC of anticipated discharges as soon as they are known.
- 2. Discharge planning must involve CONTRACTOR'S Treatment Team, the designated CENTER liaison staff or other CENTER-designated staff, the Consumer, the Consumers Legally Authorized

Representative (LAR), if applicable, the Local Intellectual and Developmental Disability Authority (LIDDA), if applicable, and any other individual authorized by the Consumer or the Consumer's LAR, if applicable.

3. Discharge planning must include, at a minimum, the following activities:
 - a. A determination of the following:
 - i. The amount of medication that will be provided upon discharge or transfer, and the amount of medication the Consumer will need after discharge or transfer until the Consumer is evaluated by a physician. At a minimum, Consumers shall be discharged with a seven (7) day supply of medication(s) provided by CONTRACTOR at no additional cost to CENTER. Generic medication may be provided when available and clinically appropriate; and
 - ii. The name of the individual or entity responsible for providing and paying for medication needed after discharge or transfer until the Consumer is evaluated by a physician
 - b. Development of a transportation plan.
4. Discharge documents must be completed, signed, and forwarded to CENTER Intake within 24 hours of discharge.

IV. HOSPITAL LIAISONS

- A. Hospital Liaisons shall be assigned at the sole discretion of the CENTER.
- B. If requested and assigned, CONTRACTOR shall provide adequate space for CENTER Hospital Liaisons to meet with Consumers and maintain HIPAA compliance.
- C. CONTRACTOR shall grant Hospital Liaisons appropriate access to facility grounds, secure Wi-Fi internet, as well as read-only access to the hospital's client records, either in paper form or through the hospital's electronic health records (EHR) system.
- D. CONTRACTOR shall provide a list of all training requirements for Hospital Liaisons to receive such electronic and physical access, and provide all training necessary for such access free of charge.
- E. CONTRACTOR shall furnish Hospital Liaison with a permanent form of identification that allows access to the access to the facility grounds to aid in effective operations.

V. DATA COLLECTION

- A. CONTRACTOR shall provide daily bed utilization data to CENTER each day by 8:00AM Central Standard Time (CST).
- B. CONTRACTOR shall timely comply with all data collection and reporting requirements outlined by CENTER, with data entry/submission of reporting elements within two (2) business days of receipt/action and discharge summary data to be entered/submitted within 24 hours following discharge.
- C. Data elements to be regularly reported to CENTER shall include, but not be limited to the following:
 1. Consumer demographic information, including but not limited to name, address, date of birth, and social security number;
 2. Consumer admission date and discharge date;
 3. CENTER authorization number;
 4. Maintain accreditation and certifications;
 5. Report and evaluate findings from Joint Commission or other HHSC-approved accreditation Self-Assessment Tool (ongoing);

6. Establish a baseline of the rate of confirmed allegation of abuse and neglect and demonstrate efforts to reduce such occurrences (ongoing);
7. Report Consumer complaints and grievances;
8. Demonstrate efforts to reduce the restraints and seclusion rate with a goal of zero (ongoing);
9. Utilize the Behavior Restraint and Seclusion Monitoring Instrument;
10. Maintain 95% compliance with data integrity review (DIR) instruments;
11. Calculate trend and review rate of Consumer injuries according to best hospital practices;
12. Continue to demonstrate efforts to reduce Consumer injuries caused by behavioral restraint and seclusion;
13. Report Consumer satisfaction using a nationally accepted program;
14. Ad hoc reports, as required by CENTER.

VI. ADMINISTRATIVE REQUIREMENTS

A. Contractor shall:

1. Maintain all records regarding treatment and/or services to Consumers under an awarded Contract for a period of seven (7) years, and must allow CENTER, its agents, and/or regulatory agencies immediate access during regular business hours to such records, upon request.
2. Comply with all state and federal laws regarding confidentiality of Consumers' records and non-discrimination.
3. Comply with all applicable requirements of the CENTER'S Contract with HHSC and any subsequent revisions.
4. Agree that their names may be used, along with descriptions of the facilities, care and services in information distributed by the CENTER in the list of its CONTRACTORS.
5. Cooperate with the CENTER in coordination of patient benefits and abide by CENTER policies relating to coordination of benefits, ability to pay, subrogation and duplicate coverage.
6. Acknowledge that the CENTER is considered payor of last resort and only seek payment from CENTER when claims with all other pay sources have been exhausted.
7. Only make claims for payment that begin on the date the unfunded CENTER-authorized Consumer was navigated through the STRAC Contract Bed Navigation Process. CENTER shall only pay for those days authorized through initial authorization and subsequent authorized extension(s) and shall not pay for the day of discharge.
8. Actively assist in the disbursement of Consumer and advocate satisfaction surveys.
9. Develop a method to resolve disagreements with Consumers and stakeholders, which will include Consumer involvement. The process for Consumer appeals and dispute resolution must be approved by the CENTER.
10. Be responsible for peer review and quality management
11. Cooperate and assist with, and will not at any time prevent or hinder a Consumer from changing CONTRACTORS.
12. Assume sole responsibility for any recoupment of funds, repayments, or fines as a result of Medicaid or other audits related to the services they provide under an awarded Contract that are attributable to the mistakes and/or negligence of service requirements, service targets and outcomes, as required under an awarded Contract. The CENTER shall be authorized to offset against payments to the CONTRACTOR for

any mandatory penalties assessed against the CENTER, as a result of the mistakes or negligence of the CONTRACTOR.

13. Be required to execute a Contract with the CENTER that will identify the duties and responsibilities of the parties as identified in the Request for Applications (RFA), and other Contractual terms and conditions.
 14. Seek to help control medication costs where possible.
 15. Use the CENTER formulary when prescribing medications.
 16. Comply with the rules and standards adopted under Section 534.053 of the Texas Health and Safety Code, the HHSC Community Standards of Community Mental Health Centers and Community Service Programs, and applicable local, state, and federal laws, rules and regulations.
 17. Be subject to all state and federal laws, rules and regulations that apply to all persons or entities receiving state and federal funds, including provisions of the Clean Air Act and the Federal Water Pollution Control Act, as amended, found at 42 C.F.R. 7401, et seq, and 33 U.S.C. 1251, et seq., respectively, the exclusion, debarment, and suspension provisions of Section 1128(a) or (b) of the Social Security Act (42 U.S.C. §1320 a-7), or Executive Order 12549; the Provisions of the Byrd Anti-Lobbying Amendment, found at 31 U.S.C. 1352, relating to the use of federal funds for lobbying for or obtaining federal contracts; Health and Safety Code, Chapter 85, Subchapter E, relating to the Duties of State Agencies and State Applicants for the Confidentiality of AIDS and HIV-related medical information and an antidiscrimination policy for employees and Members with communicable diseases; confidentiality of Member information; Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all requirements imposed by the regulations implementing these acts and all amendments to the laws and regulations; the provisions of Executive Order 11246, as amended by 11375, relating to Equal Employment Opportunity; and Texas Family Code §231.006 regarding child support payments.
 18. Complete all training required by the CENTER and by federal, state, and local standards prior to the provision of services under an awarded Contract, and throughout the term of that Contract. The CONTRACTOR will be responsible for the cost of any required training.
 19. Not agree to waive any immunities or limited liability, which it may have by operation of law, nor shall the CENTER agree to indemnify a CONTRACTOR or Contract for claims or causes of action that may be assessed by third parties for accident, injury or death.
 20. Be required, upon CENTER'S request, to submit employee background clearances, as required by the state, or other regulatory agencies.
 21. Meet any insurance thresholds required by the RFA or Contract at the time the Contract is executed, including naming the CENTER as an additional insured.
 22. Comply with the CENTER'S Policy and Procedures regarding Electronic Health Records (EHR), including use of the CENTER'S EHR, if applicable. CONTRACTOR will be responsible for the cost of any required training and software licenses.
- B. CONTRACTOR will have a well-developed business model that:
1. Is capable of submitting claim/encounter data by the 10th calendar day of the month, following the date of service and is able to meet future changes to HHSC requirements on claim/encounter data or other PHI submissions.
 2. Is capable of reconciling billing to accounts receivable within thirty (30) calendar days.

3. Has business office staff that understands and is able to properly utilize billing processes mandated by HHSC, and required by CENTER.
4. Is capable of billing all Medicaid and CHIP HMOs in the local service area for services provided by eligible and credentialed providers.
5. Is responsible for assisting CENTER with the determination of benefits eligibility and Prescription Assistance Program (PAP) for Consumers.
6. Is capable of identifying CENTER Consumers through the CENTER'S assigned Consumer ID Number for determining eligibility for services and billing purposes.
7. Is capable of collecting and reporting on utilization data related to services delivered and is capable of providing utilization reports, as requested by the CENTER with reasonable notice to CONTRACTOR.

VII. CONTRACTOR GENERAL SERVICE STANDARDS

- A. CONTRACTOR shall provide evidence of its compliance with the following service standards, prior to the commencement of and through the term of an awarded Contract:
 1. Licensing and Accreditation:
 - a. CONTRACTOR shall provide evidence that it maintains a license as:
 - i. A private psychiatric hospital in accordance with Chapter 577 or the Texas Health and Safety Code, and with Title 26 Texas Administrative Code (TAC), Part 1, Chapter 510 concerning Private Psychiatric Hospitals and Crisis Stabilization Units; or
 - ii. A General or Special Hospital in accordance with Chapter 241 of the Texas Health and Safety Code and with Title 25 TAC, Part 1, Chapter 133, concerning Hospital Licensing.
 - b. CONTRACTOR shall provide evidence that it maintains its accreditation with The Joint Commission (TJC) or other Health and Human Services Commission (HHSC) -approved accreditation as a hospital throughout the term of an awarded Contract.
- B. CONTRACTOR shall be registered as an organization with the Secretary of State authorized to do business in Texas.
- C. Professionals who provide services shall hold current and valid Texas licenses and/or certifications.
- D. Providers and staff who perform services shall meet minimum and mandatory credentialing requirements for the services to be provided.
- E. CONTRACTOR is able to provide, either directly or through interpretation, services in the language of the person receiving services and to hearing impaired Consumers.
- F. CONTRACTOR engages and involves Consumers, their legally authorized representatives, and families in the policy and practice levels within CONTRACTOR'S organization.
- G. CONTRACTOR has the ability and capacity to provide inpatient hospital services to individuals referred by CENTER for admission.
- H. CONTRACTOR has the ability to provide services in compliance with Contract requirements.
- I. If, at any time during the term of an awarded Contract, CONTRACTOR is a consortium of providers, a single entity responsible for services must be identified and the financial agent must be an organization with a demonstrated ability to manage funds.
- J. CONTRACTOR shall designate a point of contact (POC) who shall be responsible for all communication, correspondence, and reporting to the CENTER and who must accompany CENTER personnel on all site visits scheduled with the CONTRACTOR during the term of the Contract.

- K. CONTRACTOR shall notify the CENTER no later than ninety (90) calendar days prior to discontinuing the provision of inpatient mental health services at the hospital.
- L. If CENTER determines that the safety and well-being of Consumers served by the CONTRACTOR is in jeopardy, CENTER shall make arrangements to transfer the Consumers to another hospital that meets the requirements of this scope of services and shall notify HHSC immediately. CONTRACTOR shall aid in such transfer.
- M. CONTRACTOR shall ensure that funds allocated and paid under an awarded Contract, together with any available third party insurance, indigent care programs, or other local medical care programs, cover the costs for all medical care and treatment, including the cost of psychiatric and physician services and all non-prescription and prescription medications (including discharge medications) incurred by or on behalf of Consumers, who qualify under Section II above, admitted to the hospital. This includes all on-site medical care and treatment, as well as outside medical care and treatment, emergency room hospitalization costs, as well as any and all charges by specialists, consultants, and laboratories, incurred by or on behalf of Consumers admitted. No additional CENTER funds will be made available for this purpose.
- N. CONTRACTOR shall refrain from making claims toward funds allocated under this scope of services to pay the cost of services provided to Consumers admitted to CONTRACTOR'S facilities or care who did not meet requirements of the scope of services and were not screened through the approved STRAC Contract Bed Navigation Process, specified as **EXHIBIT 'X'**.

VIII. COMPLIANCE WITH APPLICABLE LAW

- A. CONTRACTOR shall comply with all applicable state and federal laws and regulations related to:
 - 1. The provision of inpatient mental health services, including by not limited to:
 - a. Emergency Medical Treatment and Labor Act of 1986;
 - b. Texas Health and Safety Code Chapters 241, 575, 576, and 577;
 - c. Title 26, Texas Administrative Code, Part 1, Chapters 301, 306, 307, 320 and 505.
 - 2. Medications and medication-related services provided to Consumers, as specified in Title 25 TAC, Chapter 415.

IX. SANCTIONS AND PENALTIES

CONTRACTOR should be aware that any sanctions, penalties or recoupments imposed by HHSC, Medicaid or any other regulatory entity on the CENTER that are the result of the CONTRACTOR'S performance will be passed on directly to the CONTRACTOR and may be withheld from future payments.

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, 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 Title 26 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, five (5) hard copies, and one USB containing a copy of the entire application in Microsoft Word or PDF format.

TABLE OF CONTENTS

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

ASSURANCES. APPLICANT must complete, sign in ink, and submit the Assurances Page found in this RFA under Section 005 – Assurances. **ELECTRONIC SIGNATURES WILL NOT BE ACCEPTED.**

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

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

DESCRIPTION OF PROVIDED SERVICES. Use the Form found in this RFA as Attachment A, Part Three.

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

SIGNATURE PAGE. APPLICANT must complete, sign in ink and submit the Signature Page found in this RFA as Attachment 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. **COPIES OF SIGNATURE WILL NOT BE ACCEPTED.**

CONFLICT OF INTEREST STATEMENT. APPLICANT shall complete and sign *one* scenario on the Conflict of Interest Statement, found in this RFA as Attachment D.

APPLICATION CHECKLIST. 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.

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 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 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, five (5) hard 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, "**Adult Inpatient Psychiatric Hospitalization Services, RFA 2026-002**" on the front of the package. Responses may be delivered by regular mail, special carrier, or hand delivery to the CENTER'S administrative offices at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas, 78213. Submission of applications by telephone, fax or e-mail will not be accepted.

Applications may be withdrawn at any time prior to actual Contract award. Each firm which submits a complete application but is not awarded a Contract will be notified in writing that the application is no longer being considered.

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

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, 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 Sr. 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 RFA 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.

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

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, 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.) (45 Points)
- Description of Provided Services (45 Points)
- Local Business (5 points)
Five (5) evaluation points will be awarded for a business with a headquarters or office located within Bexar County.
- Veteran-Owned Small Business (VOSB) (5 points)
Five (5) evaluation points will be awarded for a small business that is owned and operated by veteran(s) and certified as a VetHUB-vendor by the Texas Comptroller.

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 modify, suspend, or cancel this RFA, in whole or in part, at any time and for any reason, with or without prior notice.

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.

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

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. The CENTER will pay invoices within thirty (30) days of receipt only after services have been performed. The CENTER is a tax exempt entity.

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

Applications may be submitted at any time as this RFA is issued on an open and ongoing basis and does not establish a fixed deadline for submissions. The CENTER reserves the right to modify, suspend, or cancel this RFA, in whole or in part, at any time for any reason, with or without prior notice.

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. The insurance requirements are non-negotiable and should be adhered to; however, if the APPLICANT proposes other insurance limits, the CENTER reserves the right to waive or reduce the requirements and to accept any advantages deemed beneficial to the CENTER and its consumers. It is the CENTER'S intent to evaluate applications, in order to achieve the best value for CENTER employees and operations.

INSURANCE

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 Division, which shall be clearly labeled "**Laboratory Testing 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 Division. No officer or employee, other than the CENTER'S Sr. 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 this contract and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by CENTER'S Sr. Director of Compliance & Systems Support based upon changes in statutory law, court decisions, or circumstances surrounding this contract. 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 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	AMOUNTS
1. Employers' Liability	\$500,000/\$1,000,000/\$2,000,000
2. E/O Insurance	\$2,000,000
3. Automobile Insurance	State Statutory Limits
4. Workers' Compensation	Statutory Limits
5. Broad from Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
6. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

If applicable, RESPONDENT 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 Sr. Director of Compliance & Systems Support, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this contract. Such modification may be enacted by letter signed by CENTER'S Sr. 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 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 a contract. Failure to provide and to maintain the required insurance shall constitute a material breach of a 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, and/or withhold any payment(s) which become due to APPLICANT 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 a 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 liability arising out of operations under a contract.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in a contract 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. The Indemnification is non-negotiable and should be adhered to; however, if the APPLICANT proposes modifications to the Indemnification language, the CENTER reserves the right to accept or reject the revised Indemnification. It is the CENTER'S intent to evaluate applications, in order to achieve the best value for CENTER employees and operations.

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'S activities under this contract, 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 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 twenty-four (24) hours of any claim or demand against the CENTER or APPLICANT known to APPLICANT related to or arising out of APPLICANT'S activities under this contract 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.

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 Small Veteran-Owned Business Enterprise? 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 Consumers/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 Consumer abuse, neglect, exploitation or other rights violations claims in the last seven (7) years? If so, explain in detail, without disclosing Consumer 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 Title 26 Texas Administrative Code, Chapter 301, Subchapter B, §301.57? Yes No (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. Is APPLICANT, or its employee(s), currently employed/contracted by CENTER?

Yes No

Has RESPONDENT, or its employee(s), been employed/contracted by CENTER in the past two (2) years?

Yes No

If yes to either question, whom and in what role(s) was the person(s) employed/contracted by CENTER? List name, CENTER title, dates of employment/contract and current title:

13. Background Checks: Has the APPLICANT completed criminal history 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 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. **Upon submission, all references are considered proprietary and confidential information.**

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

RFA ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe APPLICANT'S company history, evidencing its strengths and stability, including number of years in business, licensing information (if applicable), number of years providing the type of service included in this application, existing customer satisfaction data, number of customers in Texas and areas covered in Texas.
2. Describe APPLICANT'S experience in community behavioral healthcare, relevant to the Scope of Services requested by this RFA, including APPLICANT'S experience in working with persons with mental illness and related conditions. List and describe relevant projects of similar size and scope performed over the past four (4) years.
3. Describe APPLICANT'S specific experience with similar agencies, especially large organizations with multiple locations. If APPLICANT has provided services for the CENTER in the past, identify the date of the Contract and service(s) provided.
4. List other resources, including total number of employees and number and location of service facilities available to support this project.
5. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the Contract.
6. Please feel free to include any additional skills, experiences, qualifications, and/or other relevant information about the APPLICANT'S qualifications.
7. List all licenses, credentials, certifications, and/or accreditations the APPLICANT currently holds. Provide copies of documents regarding HHSC status.
8. List all other resources that would be made available to the CENTER if awarded the Contract.
9. List roster of key licensed staff to provide services. (Add additional lines, as needed.)

**ROSTER OF LICENSED STAFF
TO PROVIDE SERVICES**

APPLICANT: _____

Date: _____

STAFF NAME	POSITION	DATE OF LAST CRIMINAL HX CHECK	DATE OBTAINED PROFESSIONAL LICENSE	PROFESSIONAL LICENSE/DEGREE

RFA ATTACHMENT A, PART THREE

DESCRIPTION OF PROVIDED SERVICES

Prepare and submit the following items. Provide details for each service type being proposed. All questions must be answered.

I. Facility and Operations

1. Describe the APPLICANT'S:
 - a. Hospital daily care
 - b. Physical examination
 - c. Nursing assessment
 - d. Social work assessment
 - e. Psychological consultation and, if needed, assessment and interpretation by a psychologist
 - f. Group and individual psychotherapy as prescribed
 - g. Family meetings and patient management training as indicated
 - h. Education services as indicated
 - i. Psychopharmacological evaluation and management as indicated
 - j. Discharge coordination to include post-hospitalization treatment recommendation in collaboration with the CENTER'S Adult Behavioral Health (ABH) Division
 - k. Mental Health Outpatient Program and coordination with the receiving provider of care.
2. Describe the APPLICANT'S Admissions Intake Process, including how it is staffed. **Attach any documents or forms used in the process.**
3. Provide APPLICANT'S total number of Adult Inpatient Psychiatric Hospitalization beds in Bexar County.
4. Describe the facility(s) proximity to public transportation and/or the APPLICANT'S ability to facilitate access to public transportation. Provide the address(es) of the location(s) the APPLICANT will provide services from; include map(s) of each location.
5. Describe the frequency and type of in-service training offered and required by APPLICANT for employees who will provide services. Note specific training within the past two (2) years related to patient rights and standards of service. Is APPLICANT'S staff current with in-service training as required by the credentialing/licensing agency or the CENTER (if currently under Contract as a service provider)?
6. Describe the APPLICANT'S ability to work with persons who are hearing impaired, persons who have limited language skills, and persons who speak a language other than English.
7. Describe the APPLICANT'S ability to work with persons with physical impairments and adaptive equipment.
8. Describe how the APPLICANT ensures cultural competency on the part of staff with regard to ethnic, racial, religious and sexual orientation differences.
9. Provide how APPLICANT would work with the CENTER when discharging patients, including continuity of step down services.
10. Provide a certified statement that APPLICANT'S facilities and services are compliant with the accessibility requirements of the Americans with Disability Act (ADA) labeled **Exhibit VII**.

II. Quality Management/Utilization Management

1. Attach the APPLICANT'S Quality Assurance/Management Plan and Quality Management Program Reports for the last twelve (12) month period.
2. Describe the APPLICANT'S internal utilization management procedures. Describe methods for ensuring that individuals are receiving services in accordance with internal standards of care. Provide copies of recent reports to payors showing the APPLICANT'S performance relative to its utilization management requirements.

3. Identify whether APPLICANT has an established corporate compliance program. If “yes”, attach a copy of the compliance plan. If “no”, provide an explanation or plans to establish a program.
4. Provide a sample and summary of the most recent Consumer satisfaction surveys or other ongoing efforts to obtain and evaluate Consumer satisfaction. Describe how this information was obtained.
5. Describe or attach policies and procedures, which describe any process the APPLICANT presently has to receive communication from Consumers, family members and advocates, and to receive and resolve complaints and grievances. Describe how the results are used to improve services.

III. Services Required by the Texas Health and Human Services Commission

1. Describe how APPLICANT will communicate with the CENTER regarding the Consumer referral process to accessing other Authority approved services. State how APPLICANT will meet the CENTER's requirements for Consumer access.
2. Describe APPLICANT'S ability to offer Consumer choice for mental health services and other related primary healthcare services within its own organization.
3. Describe in detail the array of services the APPLICANT would offer under its application. Identify types of service, where services are offered, who would provide services (education and credentials), and the times of day and days of the week the services would be available. Indicate the capacity the APPLICANT is capable of serving under a resulting Contract. Include a copy of services schedules and descriptions.
4. Describe the APPLICANT'S experience in working with Medicaid Consumers.
5. Describe the APPLICANT'S history of working with this population on an outpatient basis. Describe measures taken to engage and retain Consumers in treatment. How have services been made accessible for those who are difficult to reach, either due to geography or dissatisfaction with the service delivery system?
6. Describe the APPLICANT'S ability to treat persons with disabilities and persons with multiple diagnoses of developmental disability, mental illness and substance use. Describe how persons with disabilities will be able to access services, including actions APPLICANT will take to facilitate such access.
7. Describe any process to transition Consumers from the APPLICANT'S services as their level of functioning improves.
8. Describe how you will engage and involve Consumers, legally authorized representatives, and families at the policy and practice levels within your organization.
9. Describe APPLICANT'S system for ensuring that its organization will be in compliance with the Health Insurance Portability and Accountability Act (HIPPA) and regulations thereunder.
10. Describe any “after hours” system instituted by APPLICANT for responding to Consumer needs. Also, can CENTER Consumers access APPLICANT'S services outside usual business hours?

IV. Budget / Financial

1. Describe any arrangements to subcontract part or all of these services. Name all subcontractors and provide information on their staff credentials, licenses and certifications, if applicable).
2. Provide a copy of a Certified External Audit for the past three (3) years, if applicable. Label as Exhibit VIII.
3. Provide a current Financial Statement including Income Statement, Balance Sheet and Cash Flow. Label as Exhibit IX.
4. Indicate the percentage of revenues by source for last year (based on either calendar or fiscal year -- whichever data is more current) as indicated below.

Create the following table:

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

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

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

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

V. Risk Profile

- Attach a copy of the APPLICANT’S Risk Management Plan.
- Identify whether APPLICANT, as an entity, or anyone employed by APPLICANT is currently under investigation, or has had a license or accreditation revoked by any state, federal, Center, or licensing agency within the last five (5) years. If the answer is “yes”, provide a detailed explanation. If applicable, attach as Exhibit VI.
- Does anyone working for APPLICANT providing direct care or in management have any felony convictions? If yes, explain. Describe the process, if any, for checking on previous convictions of employees or applicants for employment. Are criminal history checks done on all APPLICANT staff annually? Attach any policies and procedures regarding the hiring and retention of persons with criminal histories.
- Has APPLICANT had any judgments or settlements entered against it in the last ten (10) years, including any current pending judgments or settlements? If so, explain in detail and attach as Exhibit III.
- Provide a history of all litigation against APPLICANT in the last five (5) years, if any, including any current or pending litigation. Include a description of the claims commenced and the outcome of the litigation, attach as Exhibit III.
- Has either the APPLICANT or any of its employees had any validated fraud, Consumer abuse, Consumer neglect, or rights violations claims in the last three (3) years? If so, explain in detail. Describe the process, if any, for checking on previous confirmed fraud, Consumer abuse, Consumer neglect, or rights violations of employees or applicants for employment, such as through the Nurse Aide Registry, and the Texas Unified Licensure Information Portal (TULIP). Describe or attach any current policies and procedures regarding Consumer abuse, Consumer neglect, or rights violations and the training of staff on these issues. **Attach as Exhibit I.**
- Has APPLICANT been placed on vendor hold within the past five (5) years by any funding agency or company? If yes, explain.
- Does APPLICANT have a Letter of Good Standing, which verifies that it is not delinquent in payment of Texas State Franchise Tax? Corporations that are nonprofit or exempt from Franchise Tax are not required to have this letter, but instead must submit a 501C IRS Exemption form from the Comptroller Office. Attach documentation that entity is current with all local, state and federal taxes.

9. Is APPLICANT currently held in abeyance or barred from the award of a federal or state contract? Has this occurred in the last 5 years? If so, explain.
10. Has APPLICANT ever filed bankruptcy? If yes, describe in detail.
11. Has APPLICANT ever defaulted on any business lease arrangement or failed to complete a contract? If yes, describe in detail.
12. Has APPLICANT ever been declared “Non-Responsive or Not Responsible” for any application it has submitted for a contract? If yes, describe in detail.
13. Provide a Certificate of Insurance showing insurance coverage.
14. Attach all policies and procedures regarding medical records security.

VI. Managed Care Profile

1. Describe your background and depth of experience with all of the managed care companies (including Medicaid Managed Care and CHIP) with which APPLICANT currently contracts or has previously contracted. Include the duration of any relationships, numbers of Consumers served and specific services provided to managed care companies.
2. Provide APPLICANT’S Medicaid Applicant number(s). If APPLICANT does not currently have a Medicaid Applicant number, identify if/when APPLICANT will obtain a Medicaid Applicant number. Identify whether APPLICANT, as an entity, or any of APPLICANT’S employees’ Medicaid Applicant number(s) have ever been suspended or revoked. If yes, explain.
3. Provide APPLICANT’S Medicare Applicant number(s). If APPLICANT does not currently have a Medicare Applicant number, identify if/when APPLICANT will obtain a Medicare Applicant number. Identify whether APPLICANT, as an entity, or any of APPLICANT’S employees’ Medicare Applicant number(s) have ever been suspended or revoked. If yes, explain.
4. Has APPLICANT ever been dropped from or voluntarily left a managed care network? If yes, explain.
5. Submit contact information for all entities for which APPLICANT has provided services similar to the services requested by this RFA within the past two (2) years.
6. Describe any service-related Contracts, Memoranda of Understanding, or employment relationships APPLICANT has with state, city or county agencies in the Bexar County health care community.
7. Describe any partnerships and/or coalitions that may be established in providing the array of comprehensive services under this RFA.

VII. Information Systems

1. APPLICANT will be required to use the CENTER’S Electronic Medical Record (EMR). If APPLICANT utilizes additional information systems, APPLICANT must describe the system that will be used for proposed services, including dates of last upgrades; current capabilities; service type or program; ability to interface with other information systems; and describe the platforms and file format specifications. State whether APPLICANT’S software is commercially available or whether APPLICANT developed its own programs.
2. Identify whether APPLICANT’S information system can report information by the following categories. If APPLICANT does not currently operate a system that provides the following information, please describe how APPLICANT will generate and report this data:
 - a. Payor source
 - b. Consumer name
 - c. Consumer date of birth
 - d. Consumer Social Security Number

- e. Consumer ethnicity
 - f. Consumer home address
 - g. Full diagnosis utilizing the DSM-V and ICD-10 codes
 - h. Number of days from CENTER referral to Consumer's first visit
 - i. Admissions and Discharges to all services
 - j. Average Length of Stay by service
 - k. Number, type, and duration of services (by CPT codes)
 - l. Name of treating professional and credentials of that professional for each service
 - m. Readmission rates by service
 - n. Current Treatment Plan date
 - o. Number of no shows per service, showing total appointments scheduled by service
 - p. Description of each complaint received from CENTER Consumers, identifying those resolved to the Consumer's satisfaction within 14 days from the date of complaint
 - q. Number and duration of all incidents of restraint and seclusion for CENTER Consumers
 - r. Number, type, and severity of medication errors and adverse drug reactions for CENTER Consumers
 - s. Elopements, unauthorized departures, and Against Medical Advice discharges of CENTER Consumers
 - t. Deaths and suicide attempts of CENTER Consumers
 - u. Serious injury or illness of CENTER Consumers
 - v. Confirmed abuse, neglect or exploitation of CENTER Consumers
 - w. Allegations of homicide/attempted homicide/threat with a plan by CENTER Consumers
3. Provide samples of the various reports available from APPLICANT'S system. Examples of reports include, but are not limited to: Consumer Services Reports, Caseload Reports, Executive Management Reports, and Utilization Reports.
 4. Describe APPLICANT'S system for ensuring that your organization will be in compliance with the Health Insurance Portability and Accountability Act (HIPPA) and regulations thereunder, as it applies to electronic transactions.

VIII. Best Practices

1. Provide a statement detailing why APPLICANT'S services best meet the needs of persons with behavioral health concerns. Identify any best practices APPLICANT is currently utilizing in delivering services similar to the services sought under this RFA, especially in ways that use local funding effectively.
2. List any data used to measure clinical outcomes for this population. Describe education provided to the family members of persons who receive services. Describe how APPLICANT links services or provides continuity of care with other APPLICANTS. Describe how APPLICANT collaborates and shares data with other APPLICANTS and any limits on this sharing.
3. State the APPLICANT'S current organizational mission, values and ethics. Cite any contradictions that may exist between the APPLICANT'S mission and that of the CENTER. Attach a copy of the mission, values and ethics.
4. Describe in detail how APPLICANT will exceed the requested services of this application, and thus provide "value added services" to CENTER Consumers. Examples of "value added services" include, but are not limited to:
 - a. Providing services to persons without funding.
 - b. Providing transportation to/from domicile to service site.
 - c. Providing after hours and non-weekday service delivery.
 - d. Creative approaches to successful engagement with Consumers.

RFA ATTACHMENT B

PAYMENT

The Bed Day Rate below is inclusive of all fees to provide the services listed in this RFA. This shall be a firm fixed price for the duration of the contracted term and any applicable extension(s).

The CENTER shall not pay for the day of discharge.

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

SERVICE	BED DAY RATE
Adult Inpatient Psychiatric Hospitalization Bed Day	\$720.00

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 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.

Print Name

Title

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

Date

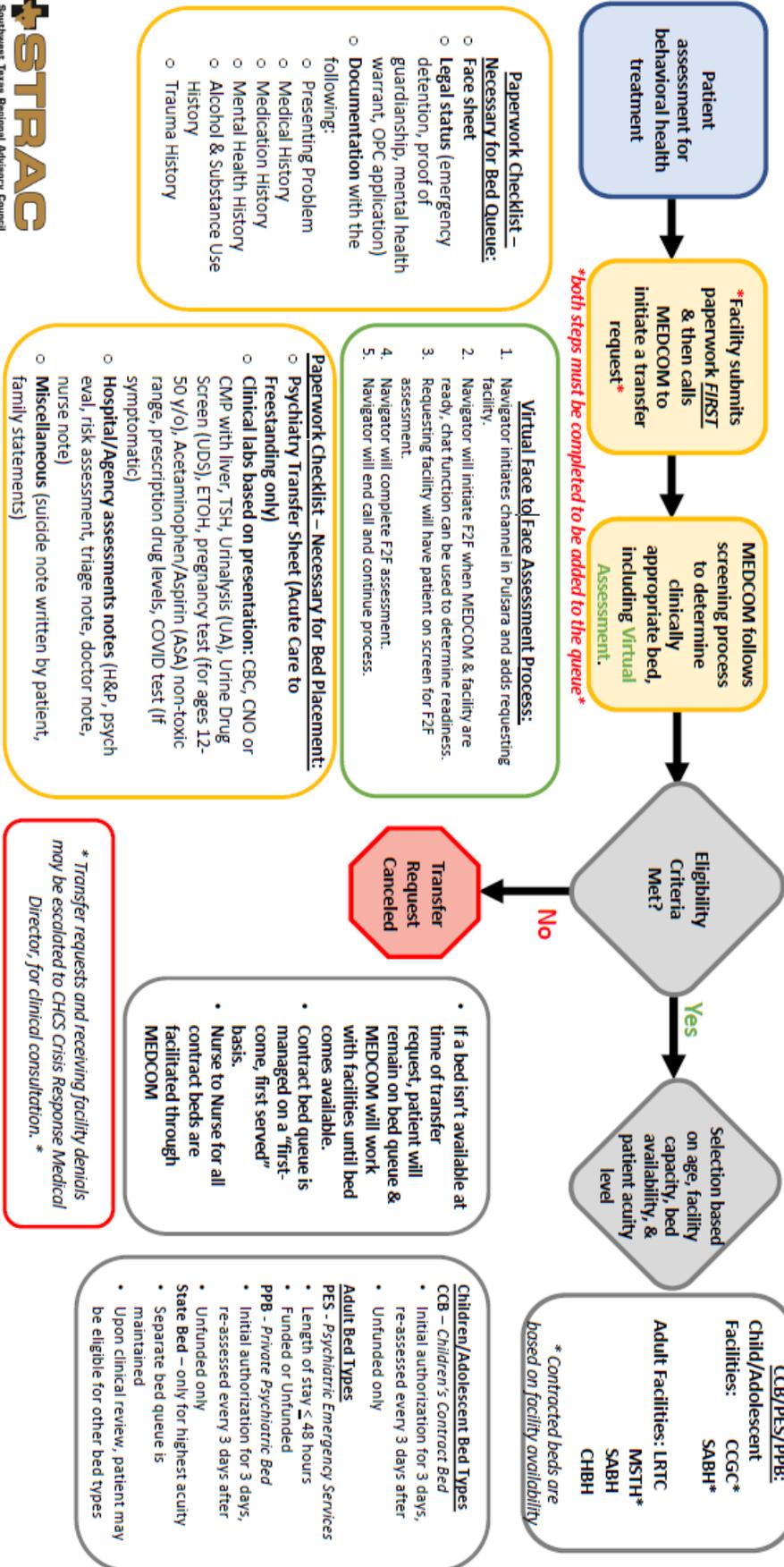
RFA EXHIBIT X

South Texas Regional Advisory Council (STRAC) Contract Bed Navigation Process

Contract Bed Navigation

Transfer Request: CCB, PES, PPB, State Bed

1. Fax Paperwork to 210-233-5823
2. Call MEDCOM at 210-233-5966



Both steps must be completed to be added to the queue

- Paperwork Checklist - Necessary for Bed Queue:**
- Face sheet
 - Legal status (emergency detention, proof of guardianship, mental health warrant, OPC application)
 - Documentation with the following:
 - Presenting Problem
 - Medical History
 - Medication History
 - Mental Health History
 - Alcohol & Substance Use History
 - Trauma History

- Virtual Face to Face Assessment Process:**
1. Navigator initiates channel in Pulsara and adds requesting facility.
 2. Navigator will initiate F2F when MEDCOM & facility are ready, chat function can be used to determine readiness. Requesting facility will have patient on screen for F2F assessment.
 3. Navigator will complete F2F assessment.
 4. Navigator will end call and continue process.

- Paperwork Checklist - Necessary for Bed Placement:**
- **Psychiatry Transfer Sheet (Acute Care to Freestanding only)**
 - **Clinical labs based on presentation:** CBC, CNO or CMP with liver, TSH, Urinalysis (UA), Urine Drug Screen (UDS), ETOH, pregnancy test (for ages 12-50 y/o), Acetaminophen/Aspirin (ASA) non-toxic range, prescription drug levels, COVID test (if symptomatic)
 - **Hospital/Agency assessments notes** (H&P, psych eval, risk assessment, triage note, doctor note, nurse note)
 - **Miscellaneous** (suicide note written by patient, family statements)



**RFA EXHIBIT XI
HHSC Emergency Services Flow Chart**

Psychiatric Emergency Flow Chart

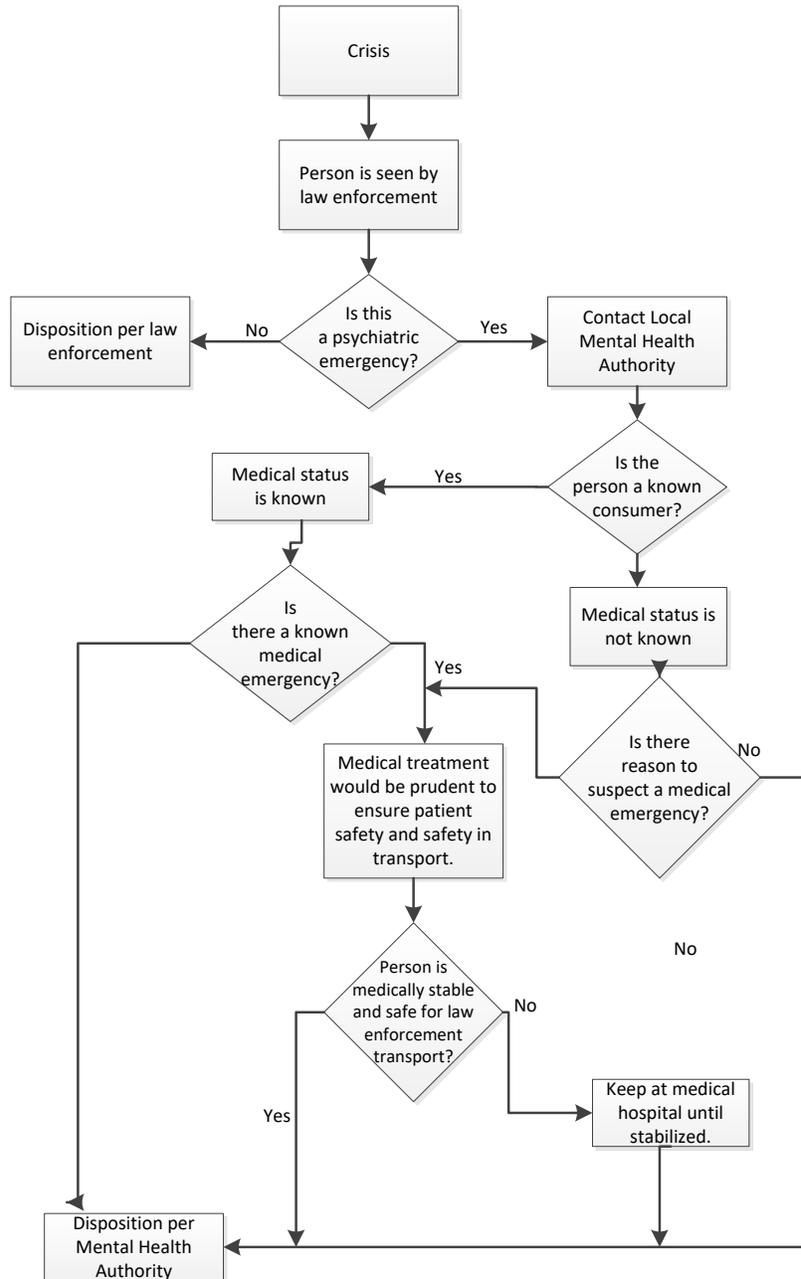
The Peace Officer may use the following indicators to determine if a medical emergency exists:

- Overdose
 - Acute intoxication with alcohol or drugs
 - Chest pain
 - Fluctuating consciousness
 - Stab wound, bleeding, or serious injury
 - Seizure activity
 - Complications from Diabetes
 - Injured in assault or flight
 - Victim of a sexual assault
 - Person is a resident of a nursing home or assisted living facility.
- Note: With the elderly, sometimes medical problems can cause symptoms that look like mental illness, but are not. It's important to rule out medical problems as the cause.

**An inpatient facility or a mental health facility is not statutorily authorized to require a peace officer to transport a person in custody under Chapter 573, Health and Safety Code, to a medical facility for a medical evaluation prior to taking that person to the mental health facility.

The opinion of law enforcement as to whether a medical emergency exists is final in the screening conducted with the Local Mental Health Authority.

See Attorney General Opinion No. GA-0753, dated December 28, 2009, regarding whether a peace officer who has taken a person into custody under Chapter 573 of the Health and Safety Code may be required to transport that individual to a medical facility for evaluation prior to taking that person to a mental health facility.



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 to Indicate Document is Attached to Application
Table of Contents	
Executive Summary	
*Assurances	
General Information and References RFA Attachment A, Part One	
Experience, Background & Qualifications RFA Attachment A, Part Two	
Description of Provided Services RFA Attachment A, Part Three	
Proof of Insurability - Submit Copy of Current Certificate of Insurance	
*Signature Page RFA Attachment C	
*Conflicts of Interest Statement RFA Attachment D	
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	
Exhibit II (if applicable) – Applicant provided details regarding relevant convictions of any criminal offense described in Title 26 Texas Administrative Code, Chapter 301, Subchapter B, §301.57.	
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 an 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, five (5) copies, and one (1) USB with entire application in Microsoft Word format	

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