REQUEST FOR APPLICATIONS

(“RFA”)

(RFA-2027-003)

for

Early Childhood Intervention (ECI)

Speech Language Pathologist

This RFA is open-ended with no deadline for submission.

The CENTER reserves the right to cancel this RFA at any time.

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003 - BACKGROUND

The Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services (“CENTER”) is a multi-facility community mental health and intellectual disability center created under the authority of Section 534.001 of the Texas Health and Safety Code by its sponsoring agencies, Bexar County and the Bexar County Hospital District d/b/a University Health. The CENTER has been providing services to Bexar County residents experiencing mental health, intellectual developmental disabilities and/or substance use issues for over 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 seeking and accepting applications from qualified vendors ("APPLICANT," "PROVIDER," or "CONTRACTOR") capable of providing Speech-language Pathology Services for the treatment of developmental disabilities to CENTER-authorized Consumers in the Early Childhood Intervention (ECI) Program based on the children's Individual Family Service Plan (IFSP), as further defined in this Request for Applications ("RFA") document.

I. Description of Services

The CONTRACTOR shall provide speech-language pathology services that support functional communication, social communication, language development, caregiver responsiveness, and participation in daily routines and activities.

II. Service Provision

Services shall include, but are not limited to, the following:

A. Evaluation and Assessment: The CONTRACTOR shall:

1. Conduct speech-language evaluations and assessments to determine developmental strengths and needs.
2. Participate in multidisciplinary evaluations and eligibility determinations as assigned.
3. Assess communication skills, language development, speech production, social interaction, prelinguistic skills, oral-motor function, and related developmental areas as clinically indicated.
4. Complete assistive technology evaluations and recommendations when communication supports, augmentative communication systems, or adaptive devices may be beneficial.
5. Provide recommendations that support functional outcomes and participation in the child's natural environments.
6. Adhere to all Texas ECI evaluation and assessment requirements.

B. Early Intervention Treatment Services: The CONTRACTOR shall:

1. Deliver speech-language pathology services identified on the child's Individual Family Service Plan (IFSP).
2. Implement evidence-based interventions consistent with early intervention best practices and Texas ECI requirements.
3. Support communication development within the child's everyday activities, routines, and environments.
4. Focus on improving the child's participation in family and community routines rather than isolated clinical skill acquisition.
5. Collaborate with caregivers to identify opportunities for communication learning throughout the day.

Services shall be provided in natural environments including, but not limited to:

1. The child's home;
2. Childcare settings;
3. Community settings; and
4. Other locations identified by the IFSP team as appropriate.

C. Family Coaching and Capacity Building: Consistent with the Texas ECI coaching model, the CONTRACTOR shall:

1. Utilize the statewide coaching approach during service delivery. Including engaging families through joint planning, observation, action and practice, reflection, and feedback.
2. Build caregiver confidence and competence to support their child's development of communication between visits.
3. Model strategies that families can incorporate into natural daily routines and activities.
4. Assist caregivers in identifying and problem-solving barriers to implementing intervention strategies.
5. Recognize and respect family priorities, culture, values, and decision-making preferences.

Services shall emphasize strengthening caregiver capacity rather than direct child-only treatment.

D. IFSP Participation: The CONTRACTOR shall:

1. Participate in IFSP meetings as requested.
2. Assist in developing measurable, functional, family-centered IFSP outcomes.
3. Provide recommendations regarding frequency, intensity, and duration of speech-language pathology services.
4. Collaborate with the Early Intervention Specialist (EIS), Service Coordinator (SC), and IFSP team in identifying supports, resources, and strategies to address family priorities.
5. Review and sign IFSP documentation and service grids within three (3) to five (5) business days following parent signature and team completion requirements.

The CONTRACTOR shall ensure that services support IFSP outcomes addressing participation in everyday family and community routines.

E. Collaboration and Consultation: The CONTRACTOR shall:

1. Consult regularly with assigned EISs, Service Coordinators, physicians, and other authorized professionals.
2. Participate in case planning and interdisciplinary team discussions.
3. Provide professional consultation and recommendations regarding communication, feeding, and developmental outcomes.
4. Assist team members and caregivers in understanding interventions, supports, and strategies related to communication development.
5. Collaborate in developing integrated, transdisciplinary approaches that reduce duplication of services and maximize family engagement.

F. Caseload Management and Timeliness: The CONTRACTOR shall:

1. Contact assigned families within two (2) business days of receiving a referral or assignment.
2. Initiate IFSP-authorized services within seven (7) calendar days of assignment unless delayed due to family preference, scheduling limitations, illness, or other documented family-related circumstances.
3. Maintain schedules in coordination with the CENTER’S ECI program administration.
4. Provide timely communication regarding cancellations, rescheduling, and availability.

G. Documentation Requirements: The CONTRACTOR shall:

1. Complete all treatment notes, evaluations, assessments, consultation records, and required documentation within twenty-three (23) hours of service delivery.
2. Document services in the CENTER’S Electronic Medical Record (EMR) system.
3. Maintain documentation in compliance with HHSC, Medicaid, federal Part C, and Center requirements.

4. Correct documentation deficiencies identified through quality assurance review within established timelines.
5. Participate in quality assurance activities and audits as requested.

H. Family Rights and Child Safety: The CONTRACTOR shall:
1. Deliver services in a manner that protects the health, safety, and rights of Consumers and their families.
2. Ensure the parent, guardian, or designated routine caregiver participates in intervention services.
3. Not exclude a parent or guardian from service delivery sessions.
4. Respect family confidentiality, culture, language, values, and choices.
5. Promote equitable access to services and resources.
6. Support informed family decision-making throughout the intervention process.

III. Compliance and Provider Qualification Standards

The CONTRACTOR shall:

A. Maintain an active Texas Speech Language Pathologist license and all required certifications.
B. Complete all required Center orientation, annual training, ECI training modules, coaching model training, compliance training, and web-based HHSC training in coordination with the Center's training department and ECI program administrator.
C. Adhere to all professional ethics standards established by the Texas Department of Licensing and Regulation authority and the American Speech-Language-Hearing Association (ASHA), where applicable.
D. Follow all confidentiality and HIPAA requirements.
E. Comply with TAC Chapter 350 requirements regarding personnel qualifications, IFSP participation, service delivery, documentation, and family rights.

IV. Deliverables.

The CONTRACTOR shall successfully complete:

A. Discipline-specific evaluations and assessments.
B. IFSP recommendations and participation.
C. Direct and consultative speech-language intervention services.
D. Assistive technology recommendations, when indicated.
E. Family coaching and caregiver education.
F. Documentation and billing-support records completed within required timeframes.
G. Consultation with interdisciplinary team members.
H. Compliance with quality assurance, training, and documentation requirements.
I. Participation in periodic reviews, annual IFSP meetings, and transition activities as requested.

V. Performance Standards:

Successful performance shall be measured by:

A. Timely family contact within two (2) business days of receiving an assigned child for services.
B. Timely service initiation within seven (7) days of assignment of child, unless delayed by parent.
C. Electronic Health Record Documentation completion within twenty-three (23) hours. QA (quality assurance) will be provided by the ECI program administrators prior to the billing process.
D. Compliance with TAC Title 26, Part 1, Chapter 350, Center policies and ECI program guidelines.

E. Demonstrated use of the Texas ECI Coaching Model.

F. Active participation in IFSP development and reviews. The CONTRACTOR must sign all IFSP grids no later than 3-5 days from date of initial, annual, revisions, or six-month review per parent signature date.

G. Positive collaboration with families and interdisciplinary team members.

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 submit an application, unless described in the RFA document.
3. The APPLICANT does not discriminate in its services or employment practices on the basis of race, color, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
4. That no employee of CENTER or Health and Human Services Commission ("HHSC") and no member of CENTER'S Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the APPLICANT is unable to make the affirmation, then the application must disclose any knowledge of such interests.
5. APPLICANT accepts the terms, conditions, criteria, and requirements set forth in the RFA.
6. APPLICANT accepts CENTER'S right to cancel the RFA at any time prior to contract award.
7. APPLICANT accepts CENTER'S right to alter the timetables for procurement as set forth in the RFA.
8. The application submitted by the APPLICANT has been arrived at independently without consultation, communication, or agreement with another party for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the application submitted by the APPLICANT has not been knowingly disclosed by the APPLICANT to any other APPLICANT prior to the notice of intent to award.
10. No claim will be made to CENTER for payment to cover costs incurred in the preparation of the submission of the application or any other associated costs.
11. CENTER has the right to complete background checks and to verify information submitted by an APPLICANT.
12. The individual signing this document and the contract is authorized to legally bind the APPLICANT.
13. The address submitted by the APPLICANT to be used for all notices sent by CENTER is current and correct.
14. All cost and pricing information is reflected in the application documents or attachments.
15. That the APPLICANT is not currently held in abeyance or barred from the award of a federal or state contract.
16. That the APPLICANT is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Tax Code, Title 2, Subchapter F, Chapter 171, and Title 34 of the Texas Administrative Code, Part 1 Chapter 3, Subchapters A, F, O, U and V.
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 they are 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) copies, and one (1) USB containing a copy of the entire application in Microsoft Word or PDF format. **Any information deemed to be confidential by an APPLICANT should be clearly noted on the page(s) where the confidential information is contained. ELECTRONIC SIGNATURES WILL NOT BE ACCEPTED.** Submission via email will not be accepted.

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

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

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

PRICE SCHEDULE. Price schedule can be found in this RFA as Attachment B. APPLCIANT shall acknowledge receipt of the Price Schedule information by initialing the item on the Application Checklist found in this RFA as Attachment F.

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.**

CONFLICTS OF INTEREST STATEMENT. APPLICANT must complete, sign in ink and submit the Conflicts of Interest Statement found in this RFA as Attachment D. **ELECTRONIC SIGNATURES WILL NOT BE ACCEPTED.**

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 Eric De La Torre, Contract Administrator, by email to edelatorre@chcsbc.org and providing a Carbon Copy (cc) to Contracts@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) copies, and one (1) USB with the entire application in Microsoft Word or PDF format in a sealed package clearly marked with the project name, "**ECI Speech Language Pathologist, RFA 2027-003**" on the front of the package. Responses may be delivered by regular mail, special carrier, or hand delivery to the CENTER'S Administrative office 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 contract award. The CENTER reserves the right to reject any and all Applications, to waive technicalities, and to accept any advantages deemed beneficial to the CENTER and its Consumers. It is the CENTER'S intent to evaluate Applications, and/or services in order to achieve the best value for CENTER employees and operations. Interviews or site visits may be conducted to further evaluate competitive Applications, and to select one or more Applications as finalists for consideration for award of a contract. Each APPLICANT which submits a complete application but is not awarded a contract will be notified in writing that the application is no longer being considered. Any information contained in the Application that is deemed to be proprietary in nature must clearly be so designated in the Application. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

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

Correct Legal Name. APPLICANTS who submit applications to this RFA shall correctly state the true and correct name of the individual, proprietorship, corporation, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under anything 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 Compliance & Systems Support shall have the discretion, at any point in the contracting process, to suspend consideration of the application.

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

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 contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFA and/or application submitted by APPLICANT. Violation of this provision by APPLICANT and/or its agent may lead to disqualification of APPLICANT'S application from consideration.

Exceptions to the Restrictions on Communication with CENTER employees include:

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

Eric De La Torre
Contract Administrator, Contracting & Procurement
The Center for Health Care Services
edelatorre@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 for Health Care Services' Board of Trustees.

Evaluation criteria:

- Experience, Background, & Qualifications (40 Points)
- Description of Provided Services (50 Points)
- Local Business (5 Points)
  Five (5) 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) points will be awarded for a small business that is owned and operated by veterans and is certified as a VetHUB by the Texas Comptroller.

010 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

The CENTER reserves the right to award one, more than one, or no contract(s) in response to this RFA. CENTER also reserves the right to terminate this RFA, and reissue a subsequent solicitation, and/or remedy technical errors in the RFA process.

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

The contract, if awarded, will be awarded to the APPLICANT(S) whose Application(s) is deemed most advantageous to the CENTER, as determined by the selection committee, upon approval of the CENTER'S Board of Trustees.
If the APPLICANT(S) is selected, the APPLICANT(S) 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 Board of Trustees. In the event the parties cannot negotiate and execute a contract within the time specified, CENTER reserves the right to terminate negotiations with the selected APPLICANT and commence negotiations with another APPLICANT.

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

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

The successful APPLICANT must be able to formally invoice the CENTER for services rendered. Invoices shall be submitted on a timely basis. 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 selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractor, responsible for their respective acts or omissions, and that CENTER shall in no way be responsible for APPLICANT'S actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

011 - INSURANCE REQUIREMENTS

INSURANCE

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

Prior to the commencement of any work under a 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 with the applicable service description in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CENTER will not accept a Memorandum of Insurance or Binder as proof of insurance. The Certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CENTER. CENTER shall have no duty to pay or perform under a contract until such certificate and endorsements have been received and approved by the CENTER'S Contracting & Procurement Department. No officer or employee, other than the CENTER'S 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 the 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 and Systems Support based upon changes in statutory law, court decisions, or circumstances surrounding a contract. In no instance will CENTER allow modification whereby CENTER may incur increased risk.

An APPLICANT'S financial integrity is of interest to the CENTER; therefore, subject to APPLICANT'S right to maintain reasonable deductibles in such amounts as are approved by the CENTER, APPLICANT shall obtain and maintain in full force and effect for the duration of a 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. Professional Liability	$1,000,000 per occurrence; $3,000,000 aggregate
2. Comprehensive General Liability	$1,000,000 per occurrence; $1,000,000 aggregate
3. Automobile Liability	Texas State Law Requirements
4. Workers' Compensation	Texas State Law Requirements
5. Employers' Liability	$500,000/$500,000/$500,000

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

APPLICANT agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverage required of APPLICANT herein and provide a certificate of insurance and endorsement that names the APPLICANT and the Center of Health Care Services as additional insured. APPLICANT shall provide the CENTER with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by CENTER'S Sr. Director of Compliance & Systems Support, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding a 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.

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

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

- Name the CENTER, its Board of Trustees, employees, and volunteers as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CENTER, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the Center for Health Care Services where the CENTER is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability, and automobile liability policies will provide a waiver of subrogation in favor of the CENTER;

- Provide advance written notice directly to CENTER of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days' advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, APPLICANT shall provide a replacement Certificate of Insurance and applicable endorsements to CENTER. CENTER shall have the option to suspend APPLICANT'S performance should there be a lapse in coverage at any time during 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 required, the CENTER shall have the right to order APPLICANT to stop work hereunder, and/or withhold any payment(s) which become due to APPLICANT hereunder until APPLICANT demonstrates compliance with the requirements hereof.

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

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 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 contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CENTER, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT APPLICANT AND CENTER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CENTER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. APPLICANT shall advise the CENTER in writing within 24 hours of any claim or demand against the CENTER or APPLICANT known to APPLICANT related to or arising out of APPLICANT'S activities under a 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 VBE? ☐Yes ☐No (If yes, attach all applicable current certifications.)

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

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
☐ Partnership
☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit
Also, check one: ☐ Domestic ☐ Foreign
☐ Other If checked, list business structure: _____

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

_____

_____

Printed Name of Contract Signatory: _____
Job Title: _____

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

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

_____
_____
_____

Provide address of office from which this project would be managed:
City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

Name: _____ Title: _____

Address: _____

City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Email: _____

3. Does APPLICANT anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?
☐ Yes ☐ No

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

_____

_____

4. Is APPLICANT authorized and/or licensed to do business in Texas?
☐ Yes ☐ No If "Yes", list authorizations/licenses.

_____

_____

5. Where is the APPLICANT'S corporate headquarters located? _____

6. **Local/County Operation**: Does the APPLICANT have an office located in San Antonio, Texas?
☐ Yes ☐ No If "Yes", respond to a and b below:

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

Years _____ Months_____

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

If "No", indicate if APPLICANT has an office located within Bexar County, Texas:
☐ Yes ☐ No If "Yes", respond to c and d below:

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

Years _____ Months_____

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

7. **Debarment/Suspension Information**: Has the APPLICANT or any of its principals been debarred or suspended from contracting with any public entity?
☐ Yes ☐ No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

_____

_____

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

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

_____

_____

Has the APPLICANT had any validated 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 25 Texas Administrative Code, Chapter 414, Subchapter K, Rule 414.504 (g)? ___ (If yes, provide details labeled **Exhibit II**)

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

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

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

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

8. **Surety Information**: Has the APPLICANT ever had a bond or surety canceled or forfeited?
☐ Yes ☐ No (If "yes," state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.)

_____

_____

9. **Bankruptcy Information**: Has the APPLICANT ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?
☐ Yes ☐ No (If "yes," state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.)

_____

_____

10. **Disciplinary Action:** Has the APPLICANT ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?
☐ Yes ☐ No (If "yes," state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.)

_____

_____

11. Previous Contracts:

a. Has the APPLICANT ever failed to complete any contract awarded?
☐ Yes ☐ No (If "yes," state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.)

_____

_____

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
☐ Yes ☐ No (If "yes," state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.)

_____

_____

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?
☐ Yes ☐ No (If "yes," state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.)

_____

_____

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

12. CENTER Employment: Is APPLICANT, or any of its employees currently employed/contracted by CENTER?
☐ Yes ☐ No

If no, has APPLICANT 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 APPLICANT employed/contracted by CENTER (list name, CENTER title, dates of employment 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 reference information is considered confidential.**

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: _____

_____

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items.

1. Describe APPLICANT'S history, evidencing its strengths and stability, including number of years in business, licensing information (if applicable), number of years providing the service, number of customers in Texas and areas covered in Texas.

2. Describe APPLICANT'S experience in the delivery of community-based therapy services.

3. Describe APPLICANT'S experience relevant to the Scope of Services requested by this RFA.

4. Describe APPLICANT'S specific experience working with children ages infant to three (3) years old with developmental delays and medical diagnoses that can lead to developmental delays and their families. If APPLICANT has provided services for the CENTER in the past, identify the name of the contract and service provided.

5. Include any additional skills, experiences, qualifications, and/or other relevant information about the APPLICANT'S qualifications.

6. List all licenses, licensing agencies (as well as levels of services, as applicable), credentials, certifications, and/or accreditations the APPLICANT currently holds.

7. List all other resources that will be made available to the CENTER.

DESCRIPTION OF PROVIDED SERVICES

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

1. Please describe services that are offered by APPLICANT, including any additional services and/or interventions.

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

3. Please describe the APPLICANT'S proposed action steps to ensure that documentation is submitted within a timely manner (CENTER policy requires documentation to be submitted within 23 hours of service completion).

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

5. Please describe the APPLICANT'S ability to provide accessible services to individuals who speak a language other than English.

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

RFA ATTACHMENT B

PRICE SCHEDULE

APPLICANT agrees to accept the rate schedule as it is listed below or the rate schedule as it may hereafter be amended, as payment in full for approved services. APPLICANT will not submit a claim or bill or collect compensation for the CENTER for any service for which it has not submitted an Application or been approved or contracted to provide. APPLICANT agrees that compensation for providing services not covered by its application will be solely between the Consumer and the APPLICANT. The Consumer must be informed in writing before any services are provided that the CENTER is not responsible for payment for such services. Consumers are responsible for payment for those services only if the Consumer consents in writing to the provision of such non-covered services.

The CENTER does not guarantee any referral volume to any APPLICANT. Services are determined by the Consumer and the treatment team members.

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

Service	Unit	Rate/Unit
Speech Therapy	Per 45 mins	$55.00
Speech Therapy	Per 1 hour	$73.00
IFSP	Per 45 mins	$55.00
IFSP	Per 1 hour	$73.00
Consultation	Per 1 hour	$25.00
*No-show	Per occurrence	$10.00

*No-show-when provider drives to a home and Consumer is not there.
*Consultation consists of phone calls and other required contact with families, ECI staff, doctors, and other professionals; this DOES NOT include scheduling or other coordination activities.

Rates for services include travel and paperwork; ECI does not pay for that time separately.
ECI does not pay for cancellations.

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.
The signatory below is:

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

RFA ATTACHMENT D

CONFLICTS OF INTEREST STATEMENT

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

☐ If no actual or potential Conflict(s) of Interest are known:

I, _____, on behalf of _____,
Name of Contract Signatory Applicant Name
(hereinafter, "CONTRACTOR"), as the duly authorized representative, hereby declare that to the best of my knowledge, there is no direct, indirect or potential conflict(s) of interest related to the subject matter of this Contract. If any such conflict arises in the performance of this contract, CONTRACTOR will within two (2) business days disclose it to the relevant parties and submit an updated Conflict of Interest Disclosure Statement to the CENTER within those two (2) business days.

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

☐ If actual or potential Conflict(s) of Interest are known to exist or are anticipated:

I, _____, on behalf of _____,
Name of Contract Signatory Applicant Name
(hereinafter, "CONTRACTOR"), as the duly authorized representative, have identified the following actual or potential Conflict(s) of Interest, known to exist or anticipated, whereby CONTRACTOR, or any other family member of CONTRACTOR within second degree of blood or marriage, may have with any entity or individual affiliated with the CENTER. Conflict(s) of Interest may include, but are not limited to, scenarios of potential financial gain, nepotism, possible hinderance of completion of CENTER-contracted services, etc.

Affiliated Entity or Individual	Services Covered by Agreement	Effective Term of Agreement

If changes occur to the above disclosed list of agreements, CONTRACTOR shall submit an updated Conflict of Interest Disclosure Statement within two (2) business days of becoming aware of such change.

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

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	
Price Schedule RFA Attachment B	
Proof of Insurability - Submit Copy of Current Certificate of Insurance	
*Signature Page RFA Attachment D	
*Conflicts of Interest Statement RFA Attachement E	
Application Checklist RFA Attachment F	
One (1) Original, five (5) copies, and one (1) USB with entire application in Microsoft Word or PDF format	
The items below are only to be attached, if applicable.	
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 – Applicant provided details regarding relevant convictions of any criminal offense described in 25 TAC, Chapter 414 Subchapter K, Rule 414.504(g)	
Exhibit III – Applicant provided details on any judgements or settlements obtained against Applicant	
Exhibit IV – Attached details regarding Applicants removal, denial or barring from any Management Care Provider list or by any other insurance payor	
Exhibit V – Applicant provided explanation regarding Medicaid Provider number(s) suspension of revocation	
Exhibit VI – Applicant provided details regarding license or accreditation revocation by any state, federal or CENTER or licensing agency within the last five (5) years	

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