REQUEST FOR APPLICATIONS

(“RFA”)

(RFA-2027-012)

for

Mental Health First Aid (MHFA) Instructor Services

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”, “CHCS”) 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"), in accordance with its Mental Health First Aid (MHFA) Grant Agreement with the Texas Health and Human Services Commission ("HHSC"), is accepting Applications from qualified, experienced and interested vendors (herein "APPLICANT", "PROVIDER") capable of providing services through a subcontract agreement as a Mental Health First Aid Instructor, as further defined in this Request for Applications ("RFA") document.

I. APPLICANT REQUIREMENTS

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

A. Service Provision

APPLICANT shall:

1. Train and certify participants in the MHFA Programs established by MHFA via the National Council for Mental Wellbeing.

2. Hold the fidelity of the MHFA Programs and refrain all personal beliefs, and attitudes concerning race, religion, sex affiliation, or political thought.

3. Assist with outreach, registration, set-up and follow-up for MHFA Training events that occur in-person or online, and hybrid events.

4. Respond, in writing, to requests for scheduled training within two (2) business days of the request.

5. Refrain from speaking for, representing, or obligating CENTER in any manner without the prior express written authorization from an officer of CENTER.

6. Refrain from scheduling MHFA Training sessions on behalf of the CENTER. If requested by a community member to schedule a CENTER-reimbursed MHFA Training session, APPLICANT shall provide the requester with the contact information of the CENTER'S MHFA Program Manager.

Trainings provided must:

1. Be consistent with the following curriculum(s), as appropriate:
    a. Adult In-Person
    b. Adult In-Person Spanish
    c. Youth In-Person
    d. Youth In-Person Spanish
    e. Other Modules In-Person, including, but not limited to:
        i. Higher Education
        ii. Public Safety
        iii. Older Adults
        iv. Rural Communities
        v. Military, Veterans and Their Families
        vi. Law Enforcement
        vii. Corrections Professional
    f. Adult Virtual
    g. Adult Virtual Spanish
    h. Youth Virtual
    i. Youth Virtual Spanish
    j. Teen, including:
        i. Teen 3X90
        ii. Teen 6X45
    k. Lunch and Learn Sessions.

2. Provide instruction in the following MHFA five-step plan to render support to an individual experiencing a mental health crisis:
    a. Assess risk of suicide or harm;
    b. Listen nonjudgmentally;
    c. Give reassurance and information;

d. Encourage appropriate professional help; and
e. Encourage self-help and other support strategies.

3. Introduce potential risk factors and warning signs for various mental illnesses (including depression, anxiety, trauma, psychosis, eating disorders, substance use disorders, and self-injury, etc.).

4. Introduce the prevalence of various mental health disorders in the United States and the need for reduced stigma in their communities.

5. Provide experiential activities to increase attendees' understanding of the impact of mental illness on individuals and families.

6. Provide a presentation of the evidence-based professional, peer, social, and self-help resources available to help someone with a mental health issue.

B. Administrative Requirements
APPLICANT shall:

1. Be certified by one (1) of the MHFA-USA or MHFA-Australia authorities.

2. Provide proof of certification of MHFA Instructor training and evidence of maintaining certification throughout the term of a resulting Subcontract.

C. In-Person Learning
APPLICANT shall:

1. Arrive **45 minutes prior to the class** for class setup, troubleshooting any IT challenges, and to greet participants.

2. Utilize CENTER-provided supplies for the training.

3. Teach the course ethically, non-judgmentally, and adhere to the fidelity of the course.

4. Ensure the class sign-in sheets are filled out **completely.**

5. Return supplies in an organized manner with **ALL** sign-in sheets in their provided folders to the MHFA Program Manager at the end of the course in person or electronically.

6. Stay **30 minutes** after the class, if needed, for clean-up and to answer participant questions that may have arisen from the course.

D. Virtual Learning
APPLICANT shall:

1. Be capable of conducting the virtual training session via Zoom and/or Teams platform(s).

2. Provide their own laptop or other equivalent equipment with internet connection capability and speed that allow for continuous audio and visual connection to the designated platform.

3. Set up the virtual training environment **30 minutes** prior to the commencement of class to ensure all equipment, presentations, teaching materials, and internet connections are ready and working correctly.

4. Troubleshoot any IT concerns, as needed, to ensure successful administration of the course.

5. Teach ethically, non-judgmentally, and adhere to the fidelity of the course.

6. Utilize the electronic sign-in sheet provided by CHCS and execute a "roll call" to fill in the sign-in sheet in its entirety.

7. Complete a visual "roll call" before the end of the class time, to ensure all learners have participated in the course entirely.

8. Ensure that ALL participants have audio and visual capabilities and that **Participants' video remains ON AT ALL TIMES.**

9. Remain online and available for **30 minutes** after the class, if needed, to answer participant questions that may have arisen from the course.

10. Ensure completed sign-in sheets (EXHIBIT A – Example MHFA Sign-in Sheet) are submitted to the MHFA Program Manager via email on the same day the training was conducted.

11. Within one (1) day of class date submit clear, scanned copies of the following:
    a. Sign-in Sheet(s)/Rosters
    b. If the class is being managed in MHFA Connect by the APPLICANT, a screen print of the class listed in MHFA Connect should be sent along with the Sign-in Sheet to show participants as "Passed" in MHFA Connect.

E. Blended Learning

APPLICANT shall:

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

F. Lunch and Learn Sessions

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

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

Topics may include:

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

G. Incidents

APPLICANT shall:

1. Be able to problem solve.

2. If at any time during a training they encounter excessive harassment, use their MHFA skills of de-escalation to manage the situation.

3. If the situation does not improve, notify the MHFA Program Manager for assistance. The MHFA Program Manager will report the incident to the point of contact for that training site for assistance.

4. After the incident, but within five (5) calendar days, document the incident and submit the report to the MHFA Program Manager.

H. Invoicing and Payment

1. All invoices shall be submitted to the CENTER'S Mental Health Awareness Training Program Manager via email at kcoleman@chcsbc.org, or designee.

2. All invoices shall include the following information:
    a. Instructor name and contact information;
    b. Invoice number;
    c. Date(s), location(s) and type of service;
    d. Fee per session; and
    e. Total cost for trainings being invoiced.

3. Invoices for scheduled sessions shall be submitted weekly, by no later than two (2) days after the last scheduled session of the week being invoiced. Upon verification of completion of all trainings listed, invoice shall be processed, and compensation shall be issued to APPLICANT via the APPLICANT'S chosen remittance method.

4. If providing any unscheduled, last-minute, or coverage classes, or if providing single scheduled sessions in the month, APPLICANT shall submit a separate invoice on Monday of the week following the week of training provision.

5. All payments shall be made in accordance with RFA ATTACHMENT D – Rates & Payment.

I. Travel

1. APPLICANT(S) shall provide their own meals, mileage, and transportation.

2. If an overnight stay is deemed necessary, CHCS will secure overnight accommodation. *If APPLICANT chooses to secure their own accommodations, reimbursement shall not exceed the maximum lodging per diem rate published by the U.S. General Services Administration (GSA) for the applicable destination and travel dates. Any expenses incurred above the GSA rate are non-reimbursable.

005 - ASSURANCES

The Applicant assures the following (original signature required):

1. That all addenda and attachments to the RFA as distributed by CENTER have been received.
2. No attempt will be made by the Applicant to induce any person or firm to submit or not to submit an application, unless so described in the RFA document.
3. The Applicant does not discriminate in its services or employment practices on the basis of race, color, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
4. That no employee of CENTER or Health and Human Services Commission ("HHSC") and no member of CENTER'S Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Applicant is unable to make the affirmation, then the Application must disclose any knowledge of such interests.
5. Applicant accepts the terms, conditions, criteria, and requirements set forth in the RFA.
6. Applicant accepts CENTER'S right to cancel the RFA at any time prior to contract award.
7. Applicant accepts CENTER'S right to alter the timetables for procurement as set forth in the RFA.
8. The Application submitted by the Applicant has been arrived at independently without consultation, communication, or agreement with another party for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Application submitted by the Applicant has not been knowingly disclosed by the Applicant to any other Applicant prior to the notice of intent to award.
10. No claim will be made to CENTER for payment to cover costs incurred in the preparation of the submission of the Application or any other associated costs.
11. CENTER has the right to complete background checks and to verify information submitted by an Applicant.
12. The individual signing this document, and the contract is authorized to legally bind the Applicant.
13. The address submitted by the Applicant to be used for all notices sent by CENTER is current and correct.
14. All cost and pricing information is reflected in the Application documents or attachments.
15. That the Applicant is not currently held in abeyance or barred from the award of a federal or state contract.
16. That the Applicant is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Tax Code, Title 2, Subchapter F, Chapter 171, Subchapter H and Title 34 of the Texas Administrative Code, Part 1 Chapter 3, Subchapters A and F.
17. Applicant shall disclose whether any of the directors or personnel of Applicant has either been an employee or a trustee of CENTER within the past two (2) years preceding the date of submission of the Application. This requirement applies to all personnel, whether or not identified as key personnel. If such employment has existed, or term of office served as trustee, the Applicant shall state in an attached writing the nature and time of the affiliations as defined.
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 of the Texas Administrative Code Part 1, Chapter 301, Subchapter A, §301.7.
23. That all information provided in the Application is true and correct.

Company Name: _____

Contact Person: _____

Address: _____

Telephone: _____

Signature: _____

_____ _____

Printed Name of Signing Authority Date

006 - APPLICATION REQUIREMENTS

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

APPLICANTS must submit one (1) original hard copy signed in ink, 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.

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, "**Mental Health First Aid (MHFA) Instructor Services, RFA 2027-012**" 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 (50 Points)
- Description of Provided Services (40 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. Employers' Liability	$100,000/$250,000/$250,000
2. E/O Insurance	$500,000
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 Bodily Injury and Property Damage of $1,000,000 per occurrence; $500,000 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 $100,000 per occurrence

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

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. APPLICANT shall advise the CENTER in writing within 24 hours of any claim or demand against the CENTER or APPLICANT known to APPLICANT related to or arising out of APPLICANT' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at APPLICANT'S cost. The CENTER shall have the right, at its option and at its own expense, to participate in such defense without relieving APPLICANT of any of its obligations under this paragraph.

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.: _____

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 VOSB? ☐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 ☐ Limited Liability Company
☐ Corporation If checked, check any applicable boxes: ☐ For-Profit ☐ Nonprofit ☐ 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: _____

Title: _____

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

_____

_____

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._____

Email: _____

3. Is APPLICANT authorized and/or licensed to do business in Texas?

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

_____

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

5. **Local/County Operation**: Does the APPLICANT have an office located in San Antonio, Texas?

☐ Yes ☐ No (If "Yes", how long has the APPLICANT conducted business from its San Antonio office?

Years _____ Months_____

6. **Debarment/Suspension Information**: Has the APPLICANT or any of its employees, if applicable, been debarred or suspended from contracting with any public entity?

☐ Yes ☐ No ☐ N/A If "Yes", identify the public entity and state the reason and period of time for the 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 ☐ N/A

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

_____

Has the APPLICANT had any validated client abuse, neglect, exploitation or other rights violations claims in the last seven (7) years? ☐ Yes ☐ No ☐ N/A If "Yes", explain in detail, without disclosing client identifying information.

Has APPLICANT been convicted of any criminal offense described in 26 Texas Administrative Code, Part 1, Chapter 301, Subchapter B, Rule 301.57 (g)? ☐ Yes ☐ No (If yes, provide details) ☐ N/A

Have there been any lawsuits or other litigation involving clinical services to which APPLICANT has been a party during the last five (5) years. ☐ Yes ☐ No ☐ N/A (If "Yes," provide details)

Has APPLICANT Medicaid Provider number(s) have ever been suspended or revoked. ☐ Yes ☐ No ☐ N/A (If "Yes," provide details)

Has APPLICANT had a license or accreditation revoked by any state, federal, or CENTER or licensing agency within the last five (5) years. ☐ Yes ☐ No ☐ N/A (If "Yes," provide details)

7. **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.)

_____

_____

8. **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.)

_____

_____

9. **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.)

_____

_____

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

Has APPLICANT, or any of its employees, been employed by CENTER in the past four (4) years?
☐ Yes ☐ No

(If "Yes," whom and in what role(s) was the person(s) employed/contracted by CENTER. List name, CENTER title, dates of employment and current title.):

_____

_____

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 ☐ Applying as an Individual and will provide evidence of background check clearance

REFERENCES

Provide three (3) references, that APPLICANT has provided services related to the RFA Scope of Services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided. References should not be current CENTER employees. **Upon submission, References are considered confidential/proprietary.**

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. Please list which MHFA modalities APPLICANT is trained to instruct (Youth, Adult, Dual, Teen, or All), whether APPLICANT is Virtually Certified, and dates of all certifications.

2. Approximately how many of each type of trainings has APPLICANT taught since being certified?

3. Please describe APPLICANT'S experience and level of comfort leading training via Zoom or another virtual platform. Include the number of virtual trainings conducted since being certified and platforms used.

4. Please list all Supplemental Training(s) APPLICANT is certified for and date each certificate was obtained.

5. Please list all languages in which APPLICANT is fluent, and level of fluency (i.e., native speaker, reading, speaking, writing, or any combination of these).

RFA ATTACHMENT A, PART THREE

PROPOSED PLAN

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

1. Please provide a narrative of any additional information APPLICANT would like CENTER to know about APPLICANT.

2. Please indicate APPLICANT'S preferred method of contact (Telephone, Email, or Text Message).

3. Please describe APPLICANT'S experience with leading a class without another instructor present.

RFA ATTACHMENT B

PRICE SCHEDULE

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

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

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

II. Virtual Learning Sessions (English or Spanish)

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

III. Lunch and Learn Sessions

Curriculum	Rate Per Session
Various Topics	$125

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

RFA ATTACHMENT C

SIGNATURE PAGE

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

_____ Title _____

Print Name

_____ _____

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

Date

RFA ATTACHMENT D

CONFLICT 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, "APPLICANT"), 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, APPLICANT 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, "APPLICANT"), as the duly authorized representative, have identified the following actual or potential Conflict(s) of Interest, known to exist or anticipated, whereby APPLICANT, or any other family member of APPLICANT 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, APPLICANT 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 that Document is Attached
Table of Contents	
*Assurances	
General Information and References RFA Attachment A, Part One	
Experience, Background & Qualifications RFA Attachment A, Part Two	
Description of Proposed Plan RFA Attachment A, Part Three	
Price Schedule RFA Attachment B	
Proof of Insurability - Submit Copy of Current Certificate of Insurance	
*Signature Page RFA Attachment C	
*Conflict of Interest Statement RFA Attachment D	
Application Checklist RFA Attachment E	
One (1) Original, signed in ink with one (1) hard copy and one (1) USB with entire Application in Microsoft Word or PDF format	

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

EXHIBIT A

EXAMPLE MHFA SIGN-IN SHEET

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

Instructors:

Location: Date:

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

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

Registered Attendees	User ID/ Email Address	Name of School District or Agency	Campus/School Name	Position (NO ABBREVIATIONS)	Military Association Service Member, Veteran, Family Member (ONLY ONE)	Signature/Instructor Initials
					☐ SM ☐ V ☐ F	AM: PM:
					☐ SM ☐ V ☐ F	AM: PM:
					☐ SM ☐ V ☐ F	AM: PM:
					☐ SM ☐ V ☐ F	AM: PM:
					☐ SM ☐ V ☐ F	AM: PM:
					☐ SM ☐ V ☐ F	AM: PM:
					☐ SM ☐ V ☐ F	AM: PM:

Independent School District: _____ Teachers: ____ Counselors: ____ School Safety Officers: ____ Administrators: _____ Bus Drivers: _____
Educational Diagnosticians: ____ Cafeteria Workers: ____ School Nurses: ____ Front Office: ____ Support Staff: ____ Custodian and Grounds keeping Staff: ____

Community and Government Staff _____ **Administrators**_____ Support Staff_____ Elected Officials_____ HR_____ Corrections____ Nurse___ Intern___

Public Safety Staff_____ Officers_____ Dispatchers_____ Jailers_____ Support Staff_____ Administrators_____ Prob. Off.___

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