REQUEST FOR APPLICATIONS

(“RFA”)

(RFA-2027-009)

for

Intellectual Developmental Disability

Behavioral Support Services

Posted: 10/16/2026

Revised: 11/5/2026

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 Intellectual Developmental Disability (IDD) Behavioral Support Services to CENTER-authorized consumers with an intellectual or developmental disability and an identified need for Behavioral Support Services as documented within the individuals' Person-Directed Plan(s) (PDP),as further defined in this Request for Applications ("RFA") document.

I. DESCRIPTION OF SERVICES

A. The Behavioral Support Services (BSS) component of an individual's PDP Person-Directed Plan and the individual's Implementation Plan (IP) provides specialized interventions that assists an increase of adaptive behaviors to replace or modify maladaptive or socially unacceptable behaviors that prevent or interfere with the individual's inclusion in home and family life or community life.

B. The BSS component includes assessment and analysis of assessment findings of the targeted behavior(s) so that an appropriate Behavioral Support Plan (BSP) may be designed. The behavioral support plan shall include:

1. Development of an individualized Behavioral Support Plan consistent with the outcomes identified in the individual's PDP;
2. Training of and consultation with family members and other support providers and, as appropriate with the individual, in the purpose/objectives, methods, and documentation of the implementation of the Behavioral Support Plan or revisions of the plan;
3. Monitoring and evaluation of the success of the Behavioral Support Plan implementation; and
4. Modification, as necessary, of the behavioral support plan based on documented outcomes of the plan's implementation.

II. SERVICE PROVISION

A. All services shall be provided in accordance with the individuals' Person-Directed Plan(s),Implementation Plans, Individual Plans of Care (IPCs), and Appendix C of the Home and the Community-based Services (HCS) Program waiver application approved by Centers for Medicare and Medicaid Services (CMS), incorporated as ATTACHMENT C.

B. **Behavior Support Plan Requirements and Expectations.** CONTRACTOR shall develop the Required Behavior Support Plan. The following should be included in the BSP:

1. An operational definition for all targeted behavior.
2. A baseline of the frequency and severity of the behavior that adequately reflects the individual's behavioral issues during a set time. There should be data sheets or observation notes documenting the frequency of targeted behaviors during the baseline period of at least one (1) month, unless the behavior frequency is extremely high, thereby permitting a shorter baseline. Severity rankings should meet the criteria specified by the Texas Health and Human Services Inventory for Client Agency Planning (ICAP) materials.
3. A functional assessment (analysis) of the targeted behavior to identify the history of behavioral interventions that have been used, all attempts at less intrusive interventions, and when and under what conditions the behavior occurs. This assessment should describe the hypothesized function of the behavior, which is the basis for the BSP interventions.

4. A specific objective to decrease or eliminate the targeted behavior or maintain replacement behavior must have been implemented, including a detailed description of specific interventions for the specific behavior. The BSP must clearly identify undesirable behavior and target its decrease or elimination. Exactly how staff are to respond to targeted behavior must be clear and simple enough that staff can verbally describe the procedure. Although positive reinforcement techniques are an essential component of all behavior programs, a program that focuses simply on teaching social behaviors is not sufficient if it does not give clear directions on what to do if the undesirable behavior occurs.
5. Progress notes must be based on data recorded about the defined behaviors and the interventions used in the BSP. There must be data sheets or progress notes that document every occurrence of the target behavior, unless otherwise specified by the program. The specifics regarding the incidents should be recorded (i.e., if the planned intervention was carried out or not and why, the individual's actions and the CONTRACTOR'S actions).
6. The Service Planning Team, including the individual or legally authorized representative (LAR) must agree to the BSP.
7. Any behavior management techniques involving intrusive interventions or restrictions of the individual's rights are required to be developed by a Behavioral Support Service Provider with input from the individual, his or her LAR, the program provider and any actively involved persons.
8. All appropriate consents must be obtained for restrictive practices. Texas Administrative Code (TAC) Restrictive practices include 1:1 supervision, as well as anything that impedes an individual from doing something they desire to do.
9. If a level of need (LON) increase is requested for another year, there must be evidence of progress or program modification. If the program is effective, the rate and/or severity of the behavior should decrease over time. In cases where the intervention primarily involves preventive actions by staff, the frequency of these preventive actions also should decrease over time. Note: the actual frequency of the behavior needs to be re-analyzed through a functional assessment, and the BSP must be modified as indicated. Regular evaluation of the BSP's effectiveness should occur at intervals specified in the plan. This evaluation must be more frequent than annually and consistent with the progress of the individual as well as problems in implementing the plan.

NOTE: Before implementing a plan designed to decrease undesirable behaviors, attempts should have been made to determine the effectiveness of other, less restrictive, less intrusive approaches. This could include activities such as modifying the environment, redirecting behavior, ignoring the behavior (extinction), etc. If such approaches prove ineffective, a functional assessment should be completed. This involves careful data collection and analysis of the conditions (time, location, during which activities, etc.) under which the targeted behavior occurs. Such an analysis might lead to a less intrusive method for managing behavior. In addition, purely positive reinforcement techniques might be attempted. These activities are most effective if done under professional consultation from a psychologist or behavior analyst.

C. **Fading Plan Expectations.** Each restrictive practice must have a Fading Plan. A Fading Plan must be specific, usually reflecting a step-by-step plan, which results in the individual no longer receiving the restrictive practice. Including a statement indicating the team will consider fading when "such and such" criteria are met" is not a sufficient Fading Plan.

1. The CENTER'S expectations for a reasonable Fading Plan for restrictive practices includes:

a. The plan to fade 1:1, if applicable, should be a part of the BSP. The Fading Plan is specific to the individual and based upon the life-threatening or dangerous behavior(s) for which the restrictive practice is in place.
b. The Fading Plan should be a gradual process that gives the individual time to adjust to the changes in supervision and enables them to experience the success they are achieving. Alternatively, fading can be set to be attempted routinely at a specific time and/or place and then expanded to other times/places.
c. Criteria are identified for expanding or generalizing fading to other times and/or places. Once a Fading Plan meets initial criteria, it should be expanded to other settings or times, continuing to fade restrictive practices.
d. Criteria for abandoning the Fading Plan or going back one step should also be specified. The criteria for going back to a restrictive practice must also be operationally defined or identified (i.e., what constitutes failure on a specific fading attempt).
e. The completion of the Fading Plan from a restrictive practice to a less restrictive level can be accomplished within the current BSP cycle.

III. PROVIDER QUALIFICATIONS

PROVIDER shall be appropriately licensed or certified prior to entering into a Contract to provide services, and on an ongoing basis, as determined by CENTER and HHSC.

A. PROVIDER shall be licensed as a:
   1. Licensed Clinical Social Worker (LCSW) under Title 3 of the Texas Occupations Code, Subtitle I, Chapter 505;
   2. Psychologist under Title 3 of the Texas Occupations Code, Subtitle I, Chapter 501;
   3. Licensed Professional Counselor under Title 3 of the Texas Occupations Code, Subtitle I, Chapter 503; or
   4. Behavior Analyst under Title 3 of the Texas Occupations Code, Subtitle I, Chapter 506.

B. PROVIDER may instead be certified as a:
   1. HHSC-certified Psychologist in accordance with the Texas Administrative Code; or
   2. Behavior Analyst by the Behavior Analyst Certification Board, Inc.

C. PROVIDER shall not:
   1. Be the individual's legally authorized representative (LAR);
   2. Be person(s) related to the individual within the fourth degree of consanguinity or within the second degree of affinity.

D. PROVIDER of Behavioral Support Services must complete any applicable training prescribed by HHSC.

E. Provider shall offer behavioral support services including assessments, caregiver training and ongoing behavioral support, through in-person services or telehealth. The waiver program is participant-directed, and service modality is ultimately a consumer choice. The individual receiving services and/or their Legally Authorized Representative (LAR) may choose whether behavioral support services are provided in-person or through telehealth. Providers shall be prepared to offer services through both modalities.

IV. CAPACITY SERVED

A. Number of consumers served will vary based on Program Enrollment.
B. Amount of service hours will vary based on individuals' Person-Directed Plans.

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 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, 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.**

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

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

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

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

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

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.

ATTACHMENT C. Appendix C of the Application for §1915(c) Home and the Community-based Services (HCS) Program Waiver approved by Centers for Medicare and Medicaid Services (CMS) is available through the provided link.

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

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

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 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 are 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. 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 of the response, and one (1) USB with the entire application in Microsoft Word or PDF format in a sealed package clearly marked with the project name, "**Intellectual Developmental Disability Behavioral Support Services, RFA 2027-009**" 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. 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.

The APPLICANT must indicate if it will be subcontracting portion(s) of services contained in this RFA's Scope of Services. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted. Provide the subcontractor's qualifications that meet the requirements of the Scope of Services. The CENTER reserves the right to refuse the selection of any subcontractor(s) by CONTRACTOR for reasonable cause.

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.

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.

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

008 - RESTRICTIONS ON COMMUNICATION

APPLICANTS are prohibited from communicating with 1) CENTER Board of Trustees regarding the RFA or applications from the time the RFA has been released until the contract is posted as an agenda item; and 2) CENTER employees from the time the RFA has been released until the application has been approved or denied for contract award. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFA and/or application submitted by APPLICANT. Violation of this provision by APPLICANT and/or its agent may lead to disqualification of APPLICANT'S application from consideration.

Exceptions to the Restrictions on Communication with CENTER employees include:

APPLICANTS may submit written questions concerning this RFA to the Staff 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 (including, but not limited to, evidence of compliance or ability to comply with HHSC rules; evidence of accessibility; evidence of providing quality services; evidence of financial solvency; and evidence of liability insurance.) (45 Points)

- Description of Provided Services (45 Points)

- Local Business (5 Points)
  Five (5) 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 anticipated term for a contract awarded in response to this RFA is for a period of three (3) years. The term of the contract may be extended for up to two (2) additional one (1) year terms thereafter by mutual agreement of the parties. All extensions or renewals of the contract shall be in writing and signed by CENTER'S President/CEO, or their designee.

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

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

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

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

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

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

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

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

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

A contracted APPLICANT must be able to formally invoice the CENTER for services rendered. CENTER will pay invoices within thirty (30) days of receipt only after services have been performed. The CENTER is a tax-exempt entity.

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

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 Contract & Procurement Division, which shall be clearly labeled "**Intellectual Developmental Disability Behavioral Support Services**" in the Description of Operations block of the Certificate. The certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CENTER will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CENTER. 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 Contract & 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 coverage 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 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 local business or 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 client abuse, neglect, exploitation or other rights violations claims in the last seven (7) years?
☐ Yes ☐ No (If "yes," explain in detail, without disclosing client identifying information. Describe or attach any policies and procedures regarding consumer abuse, consumer neglect, or rights violations and the training of staff on these issues – attach as **Exhibit I**.)

Has APPLICANT been convicted of any criminal offense described in the Texas Health and Safety Code §250.006? ☐ Yes ☐ No (If "yes," provide details and attach as **Exhibit II**)

Has APPLICANT been named in as a party in any lawsuits or other litigation involving clinical services during the last five (5) years?
☐ Yes ☐ No (If "yes," provide details on any judgments or settlements obtained against APPLICANT and attach as **Exhibit III)**

Has APPLICANT been removed, denied, or barred from any Managed Care Provider list or by other insurance payor?
☐ Yes ☐ No (If "yes," provide details and attach as **Exhibit IV)**

Has APPLICANT Medicaid Provider number(s) have ever been suspended or revoked. ☐ Yes ☐ No
(If "yes," provide details and attach as **Exhibit V)**

Has APPLICANT had a license or accreditation revoked by any state, federal, or CENTER or licensing agency within the last five (5) years?
☐ Yes ☐ No (If "yes," provide details and attach as **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

Has APPLICANT, or any of its employees, been contracted by CENTER in the past two (2) years? ☐ Yes ☐ No

(If "Yes" to either, whom and in what role(s) was the person(s) employed/contracted by CENTER? List names, CENTER title/contracted service, dates of service 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. If APPLICANT is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. APPLICANT should provide a copy of the relevant license or certification to provide Behavioral Support Services under the CENTER'S Texas Home Living (TxHmL) and/or Home and Community-based Services (HCS) Programs for individuals with Intellectual and Developmental Disabilities (IDD).

2. Please describe APPLICANT'S experience working with adults and children requiring Behavioral Support Services due to IDD.

3. Please describe APPLICANT'S experience working with an agency similar in size and scope to the Center for Health Care Services. What agency?

4. Please describe APPLICANT'S experience working in a care team setting for a single client.

5. Please describe APPLICANT'S experience working with the families and/or legally authorized representatives of individuals requiring Behavioral Support Services.

6. Please describe APPLICANT'S experience and compliance with Texas Health and Human Services service regulations and requirements, including documentation, services provision, training and licensing requirements, etc.

DESCRIPTION OF PROVIDED SERVICES

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

1. What is APPLICANT'S anticipated caseload capacity to serve CENTER consumers?
2. What are some of APPLICANT'S commonly recommended Behavioral Supports?
3. Provide a de-identified sample of the following documents created by applicant:
    a. Behavior Support Plan
    b. Fading Plan
    c. Progress Note
    d. Invoice
4. Has APPLICANT reviewed and become familiar with Appendix C of the Application for §1915(c) Home and the Community-based Services (HCS) Program Waiver approved by Centers for Medicare and Medicaid Services (CMS), provided in this application as RFA ATTACHMENT C?

RFA ATTACHMENT B

PRICE SCHEDULE

Note: The CENTER does not pay sales or use tax, and such taxes cannot be passed on to the CENTER in any form. The CENTER may recoup payment for services that do not meet CENTER, HHSC, and Medicaid billable standards.

APPLICANT shall provide their proposed hourly rate for Behavioral Support Services, and it shall be inclusive of all services defined in this application. Providers will be reimbursed at no more than ninety-eight percent (98%) of the total Medicaid allowable rate for services provided.

I. Current rates for Home and Community-based Services can be found under "Payment Rate Information" at: https://pfd.hhs.texas.gov/long-term-services-supports/home-and-community-based-services

II. Current rates for Texas Home Living (TxHmL) Services can be found under "Payment Rate Information" at: https://pfd.hhs.texas.gov/long-term-services-supports/texas-home-living

Service	Hourly Rate
I. Home and Community-based Behavioral Support	$_____
II. Texas Home Living (TxHmL) Behavioral Support	$_____

RFA ATTACHMENT C

Appendix C of the Application for §1915(c) Home and the Community-based Services (HCS) Program Waiver approved by Centers for Medicare and Medicaid Services (CMS)

The Appendix, incorporated by reference, can be located at https://www.hhs.texas.gov/sites/default/files/documents/laws-regulations/policies-rules/hcs-waivers/hcs-waiver-amendment-5.pdf.

RFA ATTACHMENT D

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.

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

RFA ATTACHMENT E

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 F

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	
Appendix C of the Application for §1915(c) Home and the Community-based Services (HCS) Program Waiver approved by Centers for Medicare and Medicaid Services (CMS) RFA Attachment C	
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 signed in ink, 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 submitting application.**