Cecile E. Young, Executive Commissioner

Request for Proposal (RFP)
For

Psychiatric Services for Residents Civically Committed
RFP No. HHS0009546

Date of Release: May 26, 2021

Responses Due: June 16, 2021 by 10:30 a.m. Central Time

NIGP Codes:

257-26 Medical Supplies and Pharmaceuticals (Not Otherwise Classified), CBRNE
948-76 Psychologists, Psychological and Psychiatric Services, Including Behavioral Management Services
948-86 Therapy and Rehabilitation Services
952-15 Case Management
952-21 Counseling Services
952-62 Mental Health Services: Vocational, Residential, Etc.
958-67 Mental Health Management Services, Including Operations, Facilities Maintenance, Nursing, Food Service, etc 24/7
958-77 Project Management Services
972-55 Training, Non-State Employees

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ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The State of Texas, by and through the Texas Health and Human Services (HHSC), issues this Request for Proposals (RFP) for a Contractor to provide mental health services and psychiatric care to residents civilly committed to the Texas Civil Commitment Center (TCCC) located at 2600 S. Sunset Ave, Littlefield, TX 79339, who otherwise could not effectively participate in sex offender treatment due to symptoms related to their mental illness.

To be considered for award, Respondents must execute **Exhibit A, HHS Solicitation Affirmations**—of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

Information regarding Texas Health and Human Services Commission and its programs is available online and can currently be accessed at https://hhs.texas.gov/.

1.2 DEFINITIONS

Refer to **Exhibit B, Health and Human Services (HHS) Uniform Terms and Conditions – Vendor, Version 3.2** for additional definitions.

Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Addendum" means a written clarification or revision to this Solicitation issued by the System Agency.

"Award Consideration (AC) Documents" means documents that must be submitted with the Solicitation Response to be considered for negotiations or award but may be remedied by the Respondent at the option of HHSC.

"ESBD" means the Electronic State Business Daily, the electronic marketplace where State of Texas bid opportunities over $25,000 are posted. The ESBD may currently be accessed at http://www.txsmartbuy.com/esbd.

"Health and Human Services Commission" or "HHSC" has the same meaning as the definition in **Exhibit B**.

"HUB" has the same meaning as the definition in **Exhibit B**.

"HUB Subcontracting Plan" or "HSP" means written documentation regarding the use of subcontractors, which is required to be submitted with all responses to State Agency Contracts with an expected value of $100,000 or more where subcontracting opportunities have been determined by the State Agency to be probable. The HSP subsequently becomes a provision of the awarded Contract and shall be monitored for compliance by the State Agency during the term of the Contract.

"LMHA" or "Local Mental Health Authority" means an organization designated as such under Title 7, Texas Health and Safety Code, 531.035.

"Respondent" means the entity responding to this Solicitation.

"Solicitation" means this RFP including any exhibits and Addenda, if any.

"Solicitation Consideration (SC) Documents" means documents that must be submitted with the Solicitation Response in order to be considered for evaluation and cannot be resubmitted or have errors remedied after the submission due date and time in the Schedule of Events has passed.

"State" means the State of Texas and its instrumentalities, including HHSC, the System Agency, and any other State Agency, its officers, employees, or authorized agents.

"System Agency" has the same meaning as the definition in **Exhibit B**.

"TCCC" Texas Civil Commitment Center.

"TCCO" Texas Civil Commitment Office.

1.3 AUTHORITY

The System Agency is soliciting the services listed herein under Title 10, Subtitle D of the Texas Government Code 2155.144, and Title 11, Texas Health and Safety Code, 841.0835.

1.4 PROPRIETARY SERVICES

HHSC believes that the requested services in this RFP may be proprietary to one vendor under Section 2155.067 of the Texas Government Code; however, HHSC strongly encourages offers from all qualified Respondents that may be able to provide the requested items.

ARTICLE II. SCOPE OF WORK

2.1 DESCRIPTION OF SERVICES/STATEMENT OF WORK/SPECIFICATIONS

2.1.1 Programmatic Specifications

A. Mental Health Services and Psychiatric Care Program Service Requirements

1) Contractor shall provide mental health services and psychiatric care to residents civilly committed to the Texas Civil Commitment Center (TCCC) located at 2600 S. Sunset Ave, Littlefield, TX 79339.
2) Contractor shall use the definitions and meet provision of services as defined in 26 Texas Administrative Code (TAC), Part 1, Chapter 306, Subchapters D, E, and F, and meet the standards as defined in 26 TAC, Part 1, Chapter 301, Subchapter G.
3) Contractor shall assess and treat residents referred for mental health services and psychiatric care to include the following populations:
    a) Residents diagnosed with mental illness by a physician, preferably a psychiatrist; and
    b) Residents experiencing symptoms of mental illness and seeking services to effectively participate in sex offender treatment.

4) Contractor shall design, a response system to request for mental health services received from residents and staff at TCCC. The System Agency shall review and approve a response system. Contractor's response system shall respond to request for mental health services within 24 hours or sooner.
5) Contractor shall provide the following individual and group services during business hours (e.g., Monday - Friday from 8:00 AM to 5:00 PM), and document such services as outlined in 26 TAC, Part 1, Chapter 301, §301.361:
    a) Psychiatric diagnostic interview examination;
    b) Psychosocial assessment;
    c) Recovery-based treatment planning;
    d) Psychotropic medication management and monitoring;
    e) Psychotropic medication training and support;
    f) Crisis services;
    g) Case management services;
    h) Skills training and psychosocial rehabilitation;
    i) Counseling in accordance with evidenced-based practices such as Cognitive Behavioral Therapy or Cognitive Processing Therapy;
    j) Court-ordered assessments, evaluations, and psychiatric services; and
    k) Discharge planning, as applicable.
6) Contractor shall offer individual counseling to each resident on the mental health services caseload and shall provide individual counseling to residents who accept the services twice per month or in accordance with the resident's treatment plan. If Contractor deviates from the schedule outlined in individualized recovery-based treatment plan, then Contractor shall document the reason for deviation in the client record.
7) Contractor shall provide, at minimum, eight groups per week and maintain attendance logs for groups. If Contractor is not able to fulfill the requirement for the number of groups, Contractor shall submit a request for a waiver to System Agency. System Agency reserves the right to review and approve or deny these requests within 5 business days of receipt of notification from Contractor.
8) Contractor shall provide, at a minimum, the following mental health topics in separate mental health services groups or other groups which can be substituted through a request to System Agency with residents:
    a) Mental health illness and treatment;
    b) Recovery and achieving goals;
    c) Medication management;
    d) Managing mental health crisis;
    e) Substance use;
    f) Coping with stress;
    g) Coping with anxiety;
    h) Coping with depression;
    i) Coping with psychiatric symptoms such as auditory and visual hallucinations;
    j) Mindfulness, relaxation, and daily routine; and
    k) Mental health assertiveness.
9) Contractor shall coordinate with the Texas Civil Commitment Office (TCCO), TCCC operations staff, and other TCCC Contractors to design, schedule, and provide group services that align with TCCC operational guidelines on a regular schedule. Contractor shall schedule group services, at minimum, two-weeks in advance, and must share the schedule with TCCO, TCCC operations staff, and other TCCC Contractors. System

Agency may, at any time, request submission of the group services schedule, and group services curriculum to support System Agency's oversight efforts.

10) Contractor shall contact and collaborate with the Local Mental Health Authority (LMHA) in Lamb County immediately (i.e., within two (2) hours) when Contractor determines a resident is in crisis and may need emergency care services. Contractor shall assess, either face-to-face or via telehealth, residents experiencing a psychiatric crisis and determine whether emergency care services criteria are met.
11) If the assessment of a resident indicates that inpatient care is necessary, Contractor shall collaborate with the LMHA and System Agency's Health and Specialty Care System division to facilitate inpatient admission. The collaboration may include a request for psychiatrist to psychiatrist consultation to facilitate treatment. Contractor shall communicate with the LMHA and the Health and Specialty Care System about the treatment progress of the resident and participate in discharge planning, which shall include a plan for uninterrupted mental health services when discharging back to TCCC. The LMHA will coordinate admission to an appropriate inpatient facility. Contractor is not responsible for any cost related to the inpatient stay. The resident is to be transported after an Emergency Detention or an Order of Protective Custody is obtained in accordance with Health and Safety Code, Sections 571, 573, and 574.
12) Contractor shall designate a primary and secondary point of contact who shall be responsible for all communication, correspondence, and reporting to System Agency and accompany System Agency personnel, as needed, on site visits scheduled at the facility during the term of the Contract resulting from this Solicitation. The point of contact shall respond to routine System Agency communication within three (3) business days, and emergent (i.e., requiring prompt action to reduce health and safety risks) System Agency communication within four (4) hours.
13) Contractor shall work collaboratively with the LMHA, TCCO, other facility contractors, and the Health and Specialty Care System to maintain continuity of care for residents who may require treatment inside and outside of TCCC.
14) Funds allocated and paid under this Contract must cover all costs associated with providing mental health services and psychiatric care to residents civilly committed to the TCCC and must not exceed the value of the Contract resulting from this Solicitation. No additional HHSC funds will be made available for this purpose.
15) In the event of a suicide or suicide attempt of a resident in the TCCC, Contractor shall contact and collaborate with the LMHA in Lamb County by contacting the LMHA's Crisis Hotline within 24-hours to provide postvention services to the other residents and staff at TCCC according to postvention best practices. It is the responsibility of Contractor to ensure appropriate postvention resources are provided to residents.
16) Contractor shall comply with 25 TAC §§414.404 and 414.405 relating to information required to be given and consent to treatment with psychoactive medication.

B. Mental Health Services and Psychiatric Care Program Personnel Requirements

1) Contractor shall recruit, train, and maintain qualified staff members including, but not limited to, a psychiatrist, nurse, therapist, and paraprofessionals with demonstrated competency in accordance with 26 TAC, Part 1, Chapter 301, Subchapter G, Division 2, and ensure enough staff provide services as scheduled or within 24-hours of a request for routine services during business hours (e.g., Monday - Friday from 8:00 AM at 5:00 PM). Additionally, Contractor shall maintain a staff coverage that allows for crisis

response outside of business hours (e.g., on holidays, and weekends). Contractor shall comply with provisions concerning access to mental health services, the medical records system, and competency and credentialing in accordance with 26 TAC, Part 1, Chapter 301, Subchapter G, Division 2.

2) At System Agency's request, Contractor shall provide a staffing plan. System Agency reserves the right to make recommendations, deny, or approve Contractor's staffing plan if System Agency, at its sole discretion determines that Contractor's plan sufficiently or insufficiently meets client needs during and after business hours. System Agency recommends an initial staffing level equivalent to 1 staff to 25 clients supporting operational needs of the mental health services and psychiatric care caseload. System Agency's recommended staffing level is not limited to clinical/credentialed staff members. Contractor may modify the staffing plan during the Contract term contingent on System Agency prior written approval.
3) Staff credentialing must be in accordance with definitions included in 26 TAC, Part 1, Chapter 306, Subchapter F, 306.305. Individual counseling services must be delivered by a licensed practitioner of the healing arts (LPHA). Psychosocial Rehabilitative Skills Training and Case Management services must be delivered by a qualified mental health professional - community services (QMHP-CS). Contractor shall ensure appropriate education, training, and supervision for other operational and support staff (i.e. paraprofessionals).
4) Within 60 calendar days of hire, all staff members shall be trained in evidence-based practices that promote resilience and recovery. All staff members must adhere to standards related to reporting abuse, neglect and exploitation. Within 10 business days of hire, Contractor shall ensure all staff members demonstrate competence in identifying, preventing, and reporting abuse, neglect, and exploitation in accordance with:
    a) HHS Office of the Ombudsman;
    b) System Agency approved protocol for preventing and managing aggressive behavior;
    c) System Agency approved direct person-centered approach to elicit behavior change in accordance with evidenced based practices of Motivational Interviewing and Stages of Change; and
    d) System Agency approved evidenced based practices to improve residents' ability to cope with challenging emotions every day (Dialectical Behavior Therapy, Cognitive Behavioral Therapy, etc.).
5) Contractor shall perform criminal history background checks prior to providing services to residents, and ensure staff members, officers, agents, interns, psychiatric residents, or volunteers, have not been convicted of, or received, a probated sentence or deferred adjudication for any criminal offense that would constitute a bar to employment in accordance with the Texas Health and Safety Code, Title 4 Subtitle B, Chapter 250, Section 250.006.
6) Contractor shall perform a registry clearance review for reports of misconduct, including abuse, neglect and exploitation through:
    a) The Employee Misconduct Registry, which is incorporated by reference and can be found at: https://hhs.texas.gov/doing-business-hhs/licensing-credentialing-regulation/credentialing/employee-misconduct-registry-emr ; and
    b) The Nurse Aide Registry, which is incorporated by reference and can be found at:

https://hhs.texas.gov/doing-business-hhs/licensing-credentialing-regulation/credentialing/nurse-aide-registry.

C. Mental Health Services and Psychiatric Care Program Policies and Procedure Requirements

1) Contractor shall develop and submit written policies and procedures for System Agency review within 30 calendar days of execution of the Contract resulting from this Solicitation. System Agency reserves the right to review and approve or deny policies and procedures within 10 business days of receipt. Any revisions to policies and procedures need to be submitted to System Agency for an approval before implementation.
2) Contractor's written policies and procedures shall include, but are not limited to, the following:
    a) Intake, assessment, eligibility determination and treatment planning processes;
    b) Coordination and continuity of care planning;
    c) Staff training and credentials for each service type;
    d) Registry clearance review;
    e) Provision of crisis services;
    f) Provision of case management;
    g) Provision of skills training and psychosocial rehabilitation;
    h) Criminal background checks;
    i) Facility staffing patterns;
    j) Incident reporting;
    k) Discharge planning;
    l) Emergency and disaster response;
    m) Medication management, including specific procedures for availability of medications and medication adherence;
    n) Requiring psychiatric medication management visit within seven (7) calendar days of initial request, after return from jail or prison or after return from hospital; and
    o) Require medication management to also include oversight for medication dispensing to residents; ensuring residents take their medications; and address any issues when residents do not take their medications;
3) Contractor shall develop and revise a Quality Management Plan as determined necessary by Contractor or System Agency and make the plan available to System Agency upon request, to include:
    a) Measurable objective indicators to detect operational gaps and needs and plans for improvement;
    b) Activities and processes that address clinical and programming problems;
    c) Process to systematically monitor and track risks;
    d) Mechanism to reduce incidents;
    e) Resident satisfaction;
    f) Process for development of corrective action plans to include follow-up;
    g) Mechanism to monitor assessment and treatment planning accuracy;
    h) Process to monitor service delivery;
    i) Mechanism to assess data integrity;
    j) Ongoing monitoring of clinical outcomes;
    k) Use of reports and data;

l) Track aspects of the provision of psychiatric services to include:
   1) Effectiveness;
   2) Efficiency; and
   3) Reduction in risk

m) Establish a quality assurance/quality improvement process to:
   1) Identify and implement corrective action; and
   2) Follow-up on compliance with Corrective Action Plans (CAP).

4) Use of seclusion or restraint by personnel funded under the Contract resulting from this Solicitation is prohibited unless the facility adopts, implements, and enforces written policies and procedures, and training requirements in compliance with Title 25 TAC, Part 1, Chapter 415, Subchapter F.
5) Contractor shall comply with new or amended rules, regulations, and legislation that impact the delivery of mental health services and psychiatric care.

D. Mental Health Services, and Psychiatric Care Program Reporting Requirements

1) Unless directed otherwise in the Contract resulting from this Solicitation, Contractor shall electronically submit all reports to mhcontracts@hhsc.state.tx.us with copy to the Assigned Contract Manager and the System Agency Crisis Services Mailbox: crisis.services@hhsc.state.tx.us. Any alternative submission arrangements must be approved by the Assigned Contract Manager.
2) Contractor shall report complaints of mistreatment, abuse, neglect, exploitation, or illegal, unethical or unprofessional conduct from the mental health services and psychiatric care program staff to the HHS Office of the Ombudsman (toll free telephone number 1-800-252-8154, or toll-free Telephone Device for the Deaf telephone number 1-800-735-2988).
3) Contractor shall report the death of a resident receiving mental health services and psychiatric care in accordance with 25 TAC, Part 1, Chapter 405, Subchapter K.
4) Contractor shall submit a proposed resident assessment tool for approval by System Agency within 15 calendar days following execution of a Contract resulting from this Solicitation.
5) Contractor shall submit a monthly service report no later than 20 calendar days following the end of each month, in a format agreed upon by Contractor and System Agency. At minimum, the monthly service report shall include:
   a) Resident Name;
   b) Identification of mental health services and psychiatric care provided;
   c) Dates of mental health services and psychiatric care;
   d) Staff name and credentials for the mental health services and psychiatric care provided;
   e) Quantity and cost of medication dispensed to the resident;
   f) Resident attendance and completion rate for individual and group mental health services and psychiatric care;
   g) Number of residents that were referred, but are not attending, psychiatric appointments, mental health group and/or individual mental health counseling;
   h) Incidents and crisis services provided. The number of incidents includes the number of incidents of aggression, self-injurious behavior, assaults, suicide

attempts, and number of residents placed on Constant Direct Observation for a behavioral health crisis.

i) The number of residents receiving crisis services (includes the number of residents who received crisis services and the number of residents referred to the LMHA for an assessment for emergent care services);
j) Number of residents receiving inpatient psychiatric treatment; and
k) Number of residents missing four scheduled consecutive doses of medication.

6) Contractor shall submit a quarterly resident satisfaction survey no later than 20 calendar days following the end of each quarter. At a minimum, the quarterly satisfaction survey shall include:
   a) The number of surveys distributed;
   b) The number of surveys completed; and
   c) The rate of satisfaction with mental health services and psychiatric care program.
7) Contractor shall submit a monthly census report no later than 20 calendar days following the end of each month, in a format agreed upon by Contractor and System Agency. At a minimum, the monthly census report shall include:
   a) Number of residents admitted to TCCC;
   b) Number of residents discharged from TCCC;
   c) Total number of residents at TCCC on the last day of the month;
   d) Number of residents admitted to the mental health services and psychiatric care program;
   e) Number of residents discharged from the mental health services and psychiatric care program; and
   f) Total number of residents in the mental health services and psychiatric care program on the last day of the month.
8) Contractor shall submit a monthly cost report no later than 20 calendar days following the end of each month, in a format agreed upon by Contractor and System Agency. At a minimum, the monthly cost report shall include the following line items:
   a) Personnel salary costs;
   b) Personnel fringe benefit costs;
   c) Travel costs;
   d) Equipment costs;
   e) Supply costs;
   f) Contractual costs;
   g) Medication costs;
   h) Other costs;
   i) Indirect costs; and
   j) Total costs.
9) Contractor shall provide the group counseling modules schedule for the following quarter with mental health topics for the groups, 20 calendar days before the beginning of each quarter, to System Agency for an approval.
10) Contractor shall submit a quarterly report of clinician rated dimensions of psychosis symptom severity rating for residents receiving psychiatric services no later than 20 calendar days following the end of each quarter, in a format agreed upon by Contractor and System Agency.
11) Contractor shall submit the Critical Incident Report on the form provided by System Agency within 96 hours of an incident.

12) Contractor shall submit reports (e.g., monthly service, census, and cost reports outlined above) in accordance with the reporting requirements established by System Agency and provided in the Contract resulting from this Solicitation. System Agency may request submission of data or reports in addition to the reports noted above as part of System Agency's routine oversight activities. Contractor shall respond to System Agency's requests in the format and timeframe required by System Agency. Failure to submit any required report or additional requested information by the due date specified in the Contract resulting from this Solicitation or upon request may constitute a breach of Contract and result in delayed payment and/or the imposition of liquidated damages or remedies. Failure to comply with a reporting requirement may adversely affect evaluation of Contractor's ability to Contract in the future with System Agency.
13) Any deficiencies identified by System Agency upon examination of Contractor's records or during an inspection of Contractor's site shall be conveyed in writing to Contractor.
14) Contractor shall submit a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of System Agency or, if directed by System Agency, a Corrective Action Plan to resolve the deficiency by the date prescribed by System Agency. A System Agency determination of either an inadequate or inappropriate resolution of the findings may result in Contract remedies or liquidated damages as outlined under the **Section 2.1.1 E, Breach of Contract and Remedies for Noncompliance.**

E. Breach of Contract and Remedies for Noncompliance

1) System Agency may, at its own discretion, impose remedies and liquidated damages for each occurrence of noncompliance with a requirement of the Contract resulting from this Solicitation on a case-by-case basis. System Agency shall formally notify Contractor in writing when a remedy (i.e., non-monetary contract action) and/or liquidated damages is imposed, stating the nature of the remedy/liquidated damage and the reason(s) for imposition. If System Agency, at its own discretion, determines to impose liquidated damages, Contractor agrees that noncompliance with requirements specified in the Contract resulting from this Solicitation may cause damages that are difficult to ascertain or quantify. Contractor also agrees that System Agency may impose liquidated damages for each standard outlined in the table below:

Standard Citation (*See Standard Above)*	Liquidated Damage Calculation
2.1.1A.4)	A total of $100.00 per calendar day beyond 24 hours if Contractor fails to respond to a request for mental health service from a resident within 24 hours.
2.1.1A.5)	A total of $100.00 per business day if Contractor fails to provide, or otherwise make available, a required service.
2.1.1A.10)	A total of $100.00 per calendar day if Contractor fails to assess residents experiencing a psychiatric crisis to determine whether emergency care services criteria are met.
2.1.1A.11)	A total of $100.00 per calendar day if Contractor fails to collaborate with the LMHA and System Agency's Health and Specialty Care System division to facilitate inpatient admission if inpatient admission is determined necessary.

2.1.1A.12)	A total of $100.00 per calendar day if Contractor fails to: a. Respond to routine communication within three (3) business days; and b. Respond to emergent communication within four (4) hours.
2.1.1A.15)	A total of $100.00 per calendar day if Contractor fails to coordinate and provide suicide postvention services to residents.
2.1.1B.1)	A total of $100.00 per calendar day if Contractor fails to maintain a staff coverage that allows for crisis response outside of business hours (i.e., on holidays and on weekends).
2.1.1B.2)	A total of $100.00 per business day if Contractor fails maintain System Agency-approved staffing sufficient to meet client needs.
2.1.1B.3)	A total of $100.00 per service from a provider that is not credentialed in accordance with definitions included in 26 TAC, Part 1, Chapter 306, Subchapter F, 306.305.
2.1.1B.4)	a. A total of $100.00 per business day beyond sixty (60) calendar days post-hire if Contractor fails to train a staff member in evidence-based practices that promote resilience and recovery. b. A total of $100.00 per business day beyond ten (10) business days post-hire if Contractor fails to train and document staff member competence in identifying, preventing, and reporting abuse, neglect, and exploitation.
2.1.1C.1)	A total of $100.00 per calendar day if Contractor fails to submit written mental health services and psychiatric care program policies and procedures.
2.1.1C.3)	A total of $100.00 per calendar day if Contractor fails develop, update as determined necessary by Contractor or System Agency, or submit to System Agency for review, a Quality Management Plan.
2.1.1D	A total of $100.00 per calendar day beyond the due date if Contractor fails to submit a required report.

2) In an emergency, System Agency may, in its sole discretion, immediately terminate or suspend all or part of the Contract resulting from this Solicitation, temporarily or permanently withhold cash payments, deny future Contract awards, or delay Contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or resident health, welfare or safety. The direct adverse effect may be programmatic and may include failing to provide services; providing inadequate services; or providing unnecessary services. The determination as to whether an "emergency" has occurred is in the sole discretion of the System Agency.

2.1.2 Payment Method

1) System Agency will pay Contractor on a cost-plus basis. System Agency may approve a profit margin up to nine percent (9%) of actual direct cost expenses for operation of the mental health services and psychiatric care program. All payments will be made in accordance with the costs proposed as part of **Exhibit J, Cost Proposal**, and incorporated into the Contract resulting from this Solicitation.

2) Contractor shall:
    a) Invoice monthly;
    b) Request payment using the State of Texas Purchase Voucher (Form 4116) which can be downloaded at: https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase-voucher;
    c) Provide supporting documentation for payment;
    d) Provide the following information on all Forms 4116:
        1) Name, address, and telephone number of Contractor;
        2) System Agency Contract or Purchase Order Number;
        3) Identification of service(s) provided;
        4) Dates services were delivered;
        5) Itemization of direct costs, indirect costs, and additional profit margin up to nine percent of the itemized direct costs requested;
        6) Total invoice amount;
        7) A copy of the General Ledger for the period which supports the payment; and
        8) Any additional supporting documentation required by the Contract resulting from this Solicitation or requested by System Agency; and
    e) Submit all invoices electronically, with supporting documentation to the Claims Processing Unit at HHSC_AP@hhsc.state.tx.us with a copy to mhcontracts@hhsc.state.tx.us. Alternative submission arrangements must be approved by the assigned System Agency Contract Manager.

2.2 CONTRACT AWARD, TERM, AND AMOUNT

2.2.1 Contract Award and Execution

The System Agency intends to award one (1) Contract under this Solicitation. Any award is contingent upon approval of the Executive Commissioner or their designee.

If, for any reason, a final Contract cannot be executed with a Respondent selected for award within fourteen (14) days of the System Agency's determination to seek to contract with that Respondent, the System Agency may negotiate a Contract with the next highest scoring Respondent or may withdraw, modify, or partially award this Solicitation.

2.2.2 Contract Term

The System Agency anticipates that the initial duration of any Contract resulting from this Solicitation shall be for a period of two (2) State fiscal years, which begin in September and end in August. The System Agency, at its sole option, may extend any Contract awarded pursuant to this Solicitation for up to three (3) additional State fiscal years.

Following the base term and any allowable extensions, the System Agency may extend any resulting Contract for not more than one additional option period to address immediate operational or service delivery needs. If the resulting Contract does not include a defined option period, the extension is limited to one year.

2.2.3 Contract Amount

Initial total compensation under any Contract awarded shall not exceed the amount of $1,000,000.00 per State fiscal year. However, notwithstanding the preceding, the System

Agency reserves the right to increase this amount if additional State or federal funding becomes available during the term of the Contract, including any extensions.

2.3 DATA USE AGREEMENT

a. By entering into a Contract, or purchase order with the System Agency as a result of this Solicitation, Respondent agrees to be bound by the terms of the Data Use Agreement attached as **Exhibit D, Data Use Agreement (DUA)** and **Exhibit D-1, Attachment 2 to the DUA, Security and Privacy Inquiry (SPI)**.
b. The Respondent must complete and return **Exhibit D-1, Attachment 2 to the DUA, Security, and Privacy Inquiry (SPI)**.
c. Contractor shall ensure that all Confidential Information (as defined in the DUA), including such information residing on back-up systems, remains within the United States. Confidential Information shall not be accessed by Contractor personnel located outside of the United States. Furthermore, Confidential Information may not be received, stored, processed, or disposed via information technology systems located outside of the United States.

2.4 NO GUARANTEE OF VOLUME, USAGE, OR COMPENSATION

The System Agency makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Contract, if any, resulting from this Solicitation. Any awarded Contract is subject to appropriations and the continuing availability of funds.

The System Agency reserves the right to cancel, make partial award, or decline to award a Contract under this Solicitation at any time at its sole discretion.

ARTICLE III. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	MAY 26, 2021
HUB Training *Optional*	JUNE 1, 2021 at 2:00 p.m. Central Time
Deadline for Submitting Questions	JUNE 2, 2021at 5:00 p.m. Central Time
Deadline for HSP Courtesy Review	JUNE 2, 2021 at 5:00 pm Central Time
Tentative Date Responses to Questions Posted on ESBD	JUNE 9, 2021 at 5:00 p.m. Central Time

EVENT	DATE/TIME
Deadline for Submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the deadline.]	JUNE 16, 2021 at **10:30 a.m.** Central Time
Evaluation Period	MID JULY
Anticipated Notice of Award	LATE AUGUST
Anticipated Contract Start Date	09/01/2021

Note: These dates are a tentative schedule of events. The System Agency reserves the right to modify these dates at any time upon notice posted to the ESBD. Any dates listed after the Solicitation Response deadline will occur at the discretion of the System Agency and may occur earlier or later than scheduled without notification on the ESBD.

3.2 CHANGES, AMENDMENT, OR MODIFICATIONS, AND CANCELLATION

HHSC reserves the right to change, amend, modify, or cancel this Solicitation and will post all changes, amendments, modifications, and cancellation notices on the ESBD.

Respondents must submit their Solicitation Responses to HHSC in accordance with the due date and time indicated in **3.1 Schedule of Events**. It is the responsibility of each Respondent to periodically check the ESBD for any changes to, or additional information regarding, this Solicitation. Failure to check the ESBD will in no way release any Respondent or awarded Contractor from the requirements of posted Addenda or additional information. No HHSC agency will be responsible or liable in any regard for the failure of any individual or entity to receive notification of any posting to the ESBD or for the failure of any Respondent or awarded Contractor to stay informed of all postings to the ESBD. If the Respondent fails to monitor the ESBD for any changes or modifications to this Solicitation, such failure will not relieve the Respondent of its obligation to fulfill the requirements as posted.

3.3 AMBIGUITY, CONFLICT, OR DISCREPANCY

Respondents must notify the **Section 3.4.1, Sole Point of Contact**, of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the Solicitation in the manner and by the deadline for submitting questions.

Each Respondent submits a Solicitation Response at its own risk.

If Respondent fails to properly and timely notify the **Section 3.4.1, Sole Point of Contact** of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the Solicitation, the Respondent, whether awarded a Contract or not:

a. Shall have waived any claim of error or ambiguity in the Solicitation and any resulting Contract;

b. Shall not contest the interpretation by HHSC of such provision(s); and

c. Shall not be entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

3.4 INQUIRIES

3.4.1 Sole Point of Contact

All requests, questions, or other communication about this Solicitation shall be made in writing to HHSC Purchasing Department, addressed to the person listed below (Sole Point of Contact). All communications between Respondents and other HHSC staff members concerning the Solicitation are strictly prohibited. Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.

Name	Rene R. Perez, CTCD
Title	PCS Purchaser
Email	rene.perez03@hhs.texas.gov

See also, **Section 3.4.3, Exception to Sole Point of Contact** below.

3.4.2 Prohibited Communication

On issuance of this Solicitation, except for the written inquiries described in **Sections 3.5.4, Questions** below, HHSC, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Respondent shall rely only on written statements issued by or through HHSC designated staff as provided by this section. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

3.4.3 Exception to Sole Point of Contact

The only exceptions to the Sole Point of Contact are the HUB coordinator, or, if expressly directed by the Sole Point of Contact, another designated HHSC representative, e.g., during Contract negotiations, if any. Should Respondents have questions regarding proper completion of the HUB Subcontracting Plan, the HUB coordinator may be contacted at ann.tillman@hhs.texas.gov and Cc: HHSHub@hhs.texas.gov.

3.4.4 Questions

HHSC will allow written questions and requests for clarification regarding this Solicitation if submitted by e-mail to the Sole Point of Contact **Section 3.4.1, Sole Point of Contact** by the deadline established in **Section 3.1, Schedule of Events and Article III. Administrative Information**, unless otherwise notified via the ESBD. Responses to

questions or other written requests for clarification will be consolidated and posted to the ESBD; they will not be provided individually to requestors.

HHSC reserves the right to amend answers previously posted, prior to the Solicitation Response Deadline **Article III. Administrative Information**. Amended answers will be posted on the ESBD. It is the Respondent's responsibility to check the ESBD. HHSC also reserves the right to provide a single consolidated response to all similar questions they choose to answer in any manner at the sole discretion of HHSC.

All questions and requests for clarification must include the following information:

a) Solicitation Number;
b) Solicitation Package Reference (Page number, section, and exhibit or attachment if applicable;
c) Question topic (e.g. "Schedule of Events", or "Exhibit J – Cost Proposal"); and
d) Question for HHSC;

Requestor Contact Information must be included in the body of the e-mail and submitted with the question(s):

1) Company Name;
2) Company Representative Name;
3) Phone Number; and
4) E-Mail address.

Questions or requests for clarification received after the Solicitation Response deadline **Article III – Administrative Information**, may be reviewed by HHSC, but may not be answered. Only answers to questions submitted to the Sole Point of Contact in writing, in accordance with this section, will be consider valid and binding.

3.5 HSP TRAINING

The System Agency will conduct an optional HSP Training on June 1, 2021, at 2:00 PM Central Time via Webinar. Click on link https://attendee.gotowebinar.com/register/5019986776560861968

3.6 SOLICITATION RESPONSE COMPOSITION

3.6.1 Generally

Failure to submit all Solicitation Consideration and Award Consideration Documents in the required format(s) may result in disqualification of the Solicitation Response without further consideration **Section 3.7.3, Submission Checklist.** A Respondent shall prepare a Solicitation Response that clearly and concisely represents its qualifications and capabilities under this Solicitation. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Respondent should focus on the instructions and requirements of the Solicitation.

3.6.2 Page Limit and Supporting Documentation

The Narrative Proposal should not exceed 15 pages in length, not including appendices or attachments, and should be formatted as follows: 8 ½" x 11" paper and 12 pitch font size.

If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the Solicitation Response, with specific reference made to the file, page, section, and/or paragraph where the supporting information can be found.

3.6.3 Discrepancies

In the event of any discrepancies or variations between copies, HHSC is under no obligation to resolve the inconsistencies and may make its scoring and selection decisions, accordingly, including the decision to disqualify a Solicitation Response. If Respondent is required to designate an "Original Proposal," but fails to designate an "Original Proposal," HHSC, in its sole discretion, will determine the version to be used as the original**.**

3.6.4 Exceptions

Respondents are highly encouraged, in lieu of including exceptions in their Solicitation Responses, to address all issues that might be advanced by way of exception by submitting such issues as questions or requests for clarification pursuant to **Section 3.4.4, Questions**.

Any exception included in a Solicitation Response may result in a Respondent not being awarded a Contract. If a Respondent includes exceptions in its Solicitation Response, Respondent is required to use the **Exhibit E, Exceptions Form** to this Solicitation and provide all information requested on the form. Any exception that does not provide all required information without qualification in the format set forth in **Exhibit E, Exceptions Form** may be rejected without consideration.

No exception, nor any other term, condition, or provision in a Solicitation Response that differs, varies from, or contradicts this Solicitation will be considered to be part of any Contract resulting from this Solicitation unless expressly made a part of the Contract in writing by HHSC.

3.6.5 Binding Offer

A Solicitation Response should be responsive to the Solicitation as worded, not with any assumption that any or all terms, conditions, or provisions of the Solicitation will be negotiated. Furthermore, all Solicitation Responses constitute binding offers. Any Solicitation Response that includes any type of disclaimer or other statement indicating that the response does not constitute a binding offer will be disqualified.

3.6.6 Assumptions

Assumptions must not be included in a Solicitation Response. All issues or questions that might be advanced or addressed by way of assumption must be submitted as questions or requests for clarification pursuant to **Section 3.4.4, Questions**. **The inclusion of assumptions in a Solicitation Response may result in a nonresponsive Solicitation Response and, thus, may result in a Respondent not being awarded a Contract.**

3.7 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.7.1 Deadline

Solicitation Responses must be received at the address in **Section 3.7.6, Labeling and Delivery for Certain Submission Options,** and be time-stamped by HHSC no later than the date and time specified in **Section 3.1, Schedule of Events**. Solicitation Responses submitted by any method other than those provided in **Section 3.7, Solicitation Response Submission and Delivery will NOT be considered. Late submittals will not be accepted.**

3.7.2 Submission Options

a. Submission Option #1: Respondent shall submit two USB drives—one (1) labeled "Original Proposal" and one (1) labeled "Copy"— containing the following documents:

1. Each USB must contain one file named "Original Proposal" that contains the Respondent's entire proposal in searchable portable document format (PDF).
2. In accordance with **Section 8.1.5**, **Public Information Act – Respondent Requirement Regarding Disclosure,** each USB must contain one file named "Public Information Act Copy" that contains the Respondent's entire proposal in searchable PDF, if applicable.
3. Each USB must contain one file named "Cost Proposal" that contains the Respondent's Cost Proposal in Excel format with active formulas (compatible with Microsoft Office 2000)
4. In accordance with **Section 6.9**, **HUB Subcontracting Plan (HSP),** each USB must contain one file named "HUB Subcontracting Plan" that contains the Respondent's HUB Subcontracting Plan.

b. Submission Option #2: Respondent shall submit the following through the Online Bid Room utilizing the procedures in **Exhibit H, HHS Online Bid Room**:

1. One file named "Original Proposal" that contains the Respondent's entire proposal in searchable portable document format (PDF).
2. In accordance with **Section 8.1.5**, **Public Information Act – Respondent Requirement Regarding Disclosure,** one file named "Public Information Act Copy," that contains the Respondent's entire proposal in searchable PDF if applicable.
3. One file named "Cost Proposal" that contains the Respondent's Cost Proposal in Excel format with active formulas (compatible with Microsoft Office 2000).
4. In accordance with **Section 6.9**, **HUB Subcontracting Plan (HSP)**, one file named "HUB Subcontracting Plan" that contains the Respondent's HUB Subcontracting Plan.

3.7.3 Submission Checklist

This checklist is provided for Respondent's convenience but must be read carefully as it identifies documents that are requested in this Solicitation.

Solicitation Consideration and Award Consideration Documents, reference **Section 1.2, Definitions** must be submitted by the deadline for Solicitation Response submissions, reference **Section 3.1, Schedule of Events**. Solicitation Consideration documents will be reviewed as-is, without any opportunity to remedy missed requirements. HHSC, at its sole discretion, may request some or all of the Respondents to remedy missing elements of Award Consideration Documents.

3.7.4 Original Solicitation Response Package

The Solicitation Package must include the Solicitation Response in one of the approved submission methods identified in **Section 3.6, Solicitation Response Composition**. Those marked "SC" are Solicitation Consideration Documents and those marked "AC" are Award Consideration Documents.

A.	**Proposal and Respondent Information**			
1.	Narrative Proposal	(Section 5.1)	SC	____
2	Company Information	(Section 6.1)	SC	____
3.	Past Performance	(Section 6.2 and Exhibit I)	AC	____
4.	Major Subcontractor Information	(Section 6.3)	AC	____
5.	Litigation and Contract History	(Section 6.4)	AC	____
6.	Conflicts	(Section 6.5)	SC	____
7.	HHS Solicitation Affirmations	(Section 6.6 and Exhibit A)	SC	____
8.	Exceptions	(Section 3.6.4 and Exhibit E)	AC	____
9.	Financial Statements and Financial Solvency	(Section 6.7.1)	AC	____
B.	**Cost Proposal**	(Article VII and Exhibit J)	SC	____
C.	**HUB Subcontracting Plan**	(Section 6.9 and Exhibit F)	SC	____

3.7.5 Files to be Provided

✓	FILE TYPE
___	Two USBs __ One Labeled "Copy" and __ One Labeled "Original" With all of the appropriately labeled files in this list.
✓	**Each Submission Should Contain the following:**
___	One file named "Original Proposal" *(Contains the Respondent's entire proposal in searchable PDF.)*
___	One file named "Public Information Act" *(Contains the Respondent's entire proposal in searchable PDF.)*
___	One file named "Cost Proposal" *Contains the Respondent's Cost Proposal in Excel format with active formulas (compatible with Microsoft Office 2000).*
___	One file named "HUB Subcontracting Plan" *(Contains the Respondent's HUB Subcontracting Plan.)*

3.7.6 Labeling and Delivery for Certain Submission Options

Respondent must deliver Solicitation Responses submitted via USB by one of the methods below.

U.S. Postal Service	Overnight/Express Mail	Hand Delivery
HHS Procurement and Contracting Services (PCS) Bid Room Attn: Rene R. Perez P.O. Box 149166 Austin, TX 78714-9166	HHS Procurement and Contracting Services (PCS) Bid Room Attn: Rene R. Perez 1100 West 49th Street; Mail Code 2020 Building S Austin, TX 78756	HHS Procurement and Contracting Services (PCS) Bid Room Attn: Rene R. Perez 1100 West 49th Street; Mail Code 2020 Building S Austin, TX 78756

BE ADVISED, all Solicitation Responses become the property of HHSC after submission and will not be returned to Respondent. It is the Respondent's responsibility to appropriately mark and deliver the Solicitation Response to HHSC by the specified date. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice of receipt from a

commercial carrier; or, any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

Each Respondent is solely responsible for ensuring its Proposal is submitted in accordance with all Solicitation requirements, including, but not limited to, proper labeling of packages, sufficient postage or delivery fees, and ensuring timely receipt by HHSC. **In no event will HHSC be responsible or liable for any delay or error in delivery. Proposals must be RECEIVED by HHSC by the Proposal submission deadline identified in Section 3.1, Schedule of Events, or subsequent Addenda.**

Solicitation Responses submitted via USB by mail or hand delivery shall be placed in a sealed box and the USB drives clearly labeled as follows:

SOLICITATION NO:	RFP HHS0009546
SOLICITATION NAME	RFP Psychiatric Services for Residents Civilly Committed
SOLICITATION RESPONSE DEADLINE	June 16, 2021 at 10:30 AM Central Time
FOR:	Psychiatric Services for Residents Civilly Committed
PURCHASER NAME:	Rene R. Perez, CTCD
RESPONDENT NAME:	

HHSC will not be held responsible for any Solicitation Response that is mishandled prior to receipt by HHSC. It is the Respondent's responsibility to mark appropriately and deliver the Solicitation Response to HHSC by the specified date and time. HHSC will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission errors that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent's proposal.

3.7.7 Alterations, Modifications, and Withdrawals

Prior to the Solicitation Response submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Sole Point of Contact identified in **Section 3.4.1, Sole Point of Contact**; or (2) modify its Solicitation Response by submitting a written amendment to the Sole Point of Contact identified in **Section 3.4.1, Sole Point of Contact**. The Respondent must reference the section(s) of their submission that will be replaced by the amendment or removed by written request. HHSC may request Solicitation Response modifications at any time.

ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1 EVALUATION CRITERIA

4.1.1 Conformance with State Law

Solicitation Responses shall be evaluated in accordance with Title 10, Subtitle D of the Texas Government Code 2155.144(d). The System Agency shall not be obligated to accept the lowest priced Solicitation Response but shall make an award to the Respondent that provides the best value to the State of Texas.

4.1.2 Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential Contract may be rejected, in the sole discretion of the System Agency.

a. Respondents shall have demonstrated experience in providing mental health services and psychiatric care within residential or correctional settings;
b. Respondents must be financially solvent and adequately capitalized; and
c. Respondents must be authorized to do business in the State of Texas.

4.1.3 Selection Methodology

Solicitation Responses that meet the minimum qualifications will be submitted to the evaluation team for review and scoring. Each member of the evaluation team will receive a copy of each qualifying Solicitation Response. The evaluators will review the Solicitation Responses considering the criteria list in **Section 4.1.4, Written Response Evaluation Criteria**.

Individual evaluators will score the Solicitation Responses. This procurement will utilize an aggregated individual evaluation methodology as outlined by this section.

The following subsections describes the evaluation process, including any criteria for advancement to the various phases of evaluation if applicable.

4.1.3.1 Initial Compliance Screening

HHSC may contact Respondent's clients, or solicit information from any available source, including the Comptroller's Vendor Performance Tracking System. Any information received from these sources may be grounds for disqualification from consideration for Award if that information, in HHSC's sole discretion, suggests that the Respondent may perform poorly if selected.

The agency assesses all the minimum qualifications prior to starting the evaluation of Solicitation Responses. Screening of minimum qualifications may result in disqualifications from evaluation. If, at any time, it is determined by the agency that the Respondent does not meet the minimum qualifications, the Respondent may be disqualified from further consideration.

HHSC may disqualify any Solicitation Response that does not include all other Award Consideration Documents, at its sole discretion. Reference **Section 3.7, Solicitation Response Submission and Delivery** and **Article IX. Submission Checklist**.

4.1.4 Written Response Evaluation Criteria

Solicitation Responses shall be consistently evaluated and scored in accordance with the following criteria. See also, **Exhibit G, Evaluation Tool**.

a. Cost 40%; and
b. Project Work Plan 60%

4.1.5 Other Information

HHSC may contact references provided in response to this Solicitation, contact Respondent's clients, or solicit information from any available source, including the Comptroller's Vendor Performance Tracking System.

4.2 Best and Final Offer

HHSC may, at its sole discretion, request BAFOs from all Respondents or only those Respondents whose Solicitation Responses are ranked most highly by the evaluation committee. The request for a BAFO will allow a Respondent the opportunity to revise its original Solicitation Response, including pricing revisions, if applicable, or leave its Solicitation Response as originally submitted. Revisions must be submitted in the manner and form prescribed by the BAFO request. Requests will be sent to the point of contact provided by the Respondent. HHSC is not responsible for a Respondent's failure to timely receive the BAFO request or timely submit its response.

HHSC reserves the right to request more than one BAFO from each of the selected Respondents. BAFOs will be evaluated in accordance with the stated criteria in **Section 4.1.4, Written Response Evaluation Criteria**. The revised final score, based on Respondent's original Solicitation Response as revised by the BAFO, will determine the ranking of the Respondent(s) following the BAFO request. A request for a BAFO does not guarantee an award or further negotiations.

HHSC reserves the right to conduct more than one BAFO. However, a Respondent should provide its best offer in its original Solicitation Response. Respondents should not expect or assume that HHSC will request a BAFO.

4.3 Questions or Requests for Clarification By the System Agency

The System Agency reserves the right to ask questions or request clarification from any Respondent at any time during the Solicitation process, including during oral presentations, site visits, or during the BAFO process.

ARTICLE V. NARRATIVE PROPOSAL

5.1 NARRATIVE PROPOSAL

5.1.1 Executive Summary

Provide a high-level overview of the Respondent's approach to meeting the requirements contained in Article II. The summary must demonstrate an understanding of the System Agency's goals and objectives for this Solicitation.

5.1.2 Project Work Plan

Describe the Respondent's proposed processes and methodologies for providing all components of the **Article II. Scope of Work**, including the Respondent's approach to meeting the Project schedule. Respondent should identify all tasks to be performed, including all Project activities, materials and other products, services, and reports to be generated during the Contract period and relate them to the stated purpose(s) and specifications described in this Solicitation.

a. A description of a staffing plan that includes on-site staff during business hours, as well as, on-site staff or access to staff after hours;

b. A description of available services that include, but are not limited to:

   i. psychiatric diagnostic interview examination;
   ii. psychosocial assessment;
   iii. recovery-based treatment planning;
   iv. psychotropic medication management and monitoring;
   v. psychotropic medication training and support;
   vi. crisis services;
   vii. case management services;
   viii. skills training and psychosocial rehabilitation;
   ix. counseling; and
   x. discharge planning.

c. A description outlining the frequency of service provided;

d. A description of coordination efforts with other facility contractors;

e. A description of Respondent's response process when a resident(s) experiences a mental health crisis;

f. A description of Respondent's postvention resources in the event of a suicide or suicide attempt;

g. A description of Respondent's process for monitoring/tracking clinical and programmatic data, maintaining data integrity and promoting effectiveness, efficiency, and risk reduction through service delivery;

h. A description of Respondent's quality assurance and improvement activities that include measurable indicators when implementing corrective actions.

i. A description of Respondent’s recruiting, training, and maintaining of qualified staff members including, but not limited to, a psychiatrist, nurse, therapist, and paraprofessionals;

j. A description of Respondent's proposed registry clearance review for reports of misconduct, including abuse, neglect and exploitation using the links cited in Section 2.1.1 B. (6) above; and

k. A description of Respondent's proposed response system for request for mental health services received from residents and staff at TCCC.

5.1.3 Value-Added Benefits

Describe any services or deliverables that are not required by this Solicitation that the Respondent proposes to provide at no additional cost to the System Agency. Respondents are not required to propose value-added benefits, but inclusion of such benefits may result in a more favorable evaluation.

5.1.4 Key Staffing Profile

Respondent must provide a key staffing profile and resumes for staff that will be responsible for the performance of the Services requested under this Solicitation.

ARTICLE VI. REQUIRED RESPONDENT INFORMATION

6.1 COMPANY INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified Goods or Services on time. As a part of the Solicitation Response requested in **Article III Administrative Information.**, Respondent must provide the following information.

6.1.1 Company Narrative

Provide a detailed narrative explaining why Respondent is qualified to provide the Services enumerated in **Article II. Scope of Work**, focusing on its company's key strengths and competitive advantages.

6.1.2 Company Profile

Provide a company profile to include:

a. The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. (*Please provide this information in a narrative and as a graphical representation*) If Respondent is an affiliate of, or has a joint venture or strategic alliance with, another company, Respondent must identify the percentage of ownership and the percentage of the parent's ownership. The entity performing the majority of the Work under a Contract, throughout the duration of the Contract, must be the primary bidder. Finally, please provide your proposed operating structure for the Services requested under this Solicitation and which entities (i.e., parent company, affiliate, joint venture, subcontractor) will be performing them;

b. The year the company was founded and/or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation;

c. The location of company headquarters and any field office(s) that may provide Services for any resulting Contract under this Solicitation;

d. The number of employees in the company, both locally and nationally, and the location(s) from which employees will be assigned;

e. The name, address, and telephone number of Respondent's point of contact for any resulting Contract under this Solicitation; and

f. Indicate whether the company has ever been engaged under a contract by any Texas State Agency. If "Yes," specify when, for what duties, and for which agency.

Note: If Respondent is an out-of-state company, a Certificate of Authority from the Texas Secretary of State to do business in Texas must be provided as well.

6.2 PAST PERFORMANCE

Using **Exhibit I, Past Performance Template** as a template for completion, the Respondent shall list and provide information concerning a minimum of three (3) Contracts or projects, other than for HHSC, similar to the services enumerated in Article II. HHSC prefers information from projects or contracts that were performed for states of comparable size and/or federal government within the last five (5) years. Respondent must verify client contacts are current.

6.3 MAJOR SUBCONTRACTOR INFORMATION

Respondent must identify any major subcontractors whom Respondent intends to utilize in performing fifteen percent (15%) or more of any Contract. Respondent must indicate whether or not Respondent holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Respondent's obligations under any Contract awarded pursuant to this Solicitation.

6.4 LITIGATION AND CONTRACT HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures using and provide all information requested on the form. Respondent must disclose any civil or criminal litigation or investigation over the last five (5) years that involves Respondent or in which Respondent has been judged guilty or liable including any allegations of such that are currently pending.

Respondent must also disclose any settlement agreements entered into in the last five (5) years related to alleged contractual failures.

Failure to comply with the terms of this section may disqualify Respondent. Solicitation Response may be rejected based upon Respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

6.5 CONFLICTS

Respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFP and any resulting Contract. Additionally, if applicable, the Respondent must disclose all potential conflicts of interest. The Respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence, and objectivity will be maintained. The System Agency will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the Contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of a Contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to the Contract resulting from this Solicitation, if any.

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful Respondent awarded a Contract with a value of $1 million dollars or more or awarded a Contract that would require the successful Respondent to register as a lobbyist under Texas Government Code Chapter 305 must submit a disclosure of interested parties form to the System Agency at the time the business entity submits the signed Contract. Rules and filing instructions may be found on the Texas Ethics Commission's public website and additional instructions will be given by HHSC to successful Respondents.

6.6 AFFIRMATIONS AND CERTIFICATIONS

Respondent must complete and return all of the following affirmations and certifications:

Exhibit A, HHS Solicitations Affirmations

6.7 OTHER REPORTS

6.7.1 Financial Statements and Financial Solvency

1. Respondent must submit electronically in a word searchable .PDF format an annual report, which must include:
   a) Last three (3) years of Audited Financial Statements, including all supplements, management discussion and analysis, and actuarial opinions;
   b) If applicable, last three (3) years of consolidated statements for any holding companies or affiliates; and
   c) A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

2. At a minimum, such financial statements must include:
   a) Balance sheet;
   b) Income Statement;
   c) Statement of Changes in Financial Position;
   d) Statement of Cash Flows; and
   e) Capital Expenditures.
3. If Audited Financial Statements are not available, Respondent must submit unaudited financial information and any other information the Respondent believes meets the

requirements of this section. If the submitted documents do not provide adequate assurance of financial stability or solvency, HHSC reserves the right to request additional information or to disqualify the Respondent.

6.8 CORPORATE GUARANTEE

If the Respondent is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Respondent in each and every term, covenant, and condition of the Contract as executed by the Parties.

6.9 HUB SUBCONTRACTING PLAN (HSP)

Respondent must submit the HUB Subcontracting Plan (HSP) in accordance with **3.7.2 Submission Options**, labeled: "HUB Subcontracting Plan (HSP)" and include all supporting documentation in accordance with **Exhibit F, HUB Subcontracting Plan (HSP)**.

To request a courtesy review, submit the completed HSP including all supporting documentation in a PDF format by e-mail to the HHSC HUB Program Office by or before the Courtesy Review of HUB Subcontracting Plan Deadline in **Section 3.1, Schedule of Events.**

E-Mail for Courtesy Review: HHSCHub@hhsc.state.tx.us; ann.tillman@hhs.texas.gov

E-mail Subject Line: HSP Courtesy Review, HHS0009546, Submission Due Date: June 16, 2021

HSPs received after the Courtesy Review deadline in the Schedule of Events, may not be processed. A response regarding the HSP will be provided by the HUB Office promptly after receipt of HSP Courtesy Review request. HSP Courtesy Review request deadline in the Schedule of Events, allows enough time to rectify any potential deficiencies for the final HSP submission.

The final HSP must be submitted with the Solicitation Response by the deadline in the Schedule of Events. Solicitation Responses that do NOT include a completed HUB subcontracting plan shall be rejected due to material failure to comply with Government Code, §2161.252(b). Should Respondents have questions regarding proper completion of the HSP, the HUB Coordinator may be contacted at HHSCHub@hhsc.texas.gov with a copy to ann.tillman@hhs.texas.gov and the purchaser listed above in **Section 3.4.1, Sole-Point of Contact**.

ARTICLE VII. COST PROPOSAL

7.1 COST PROPOSAL

As noted above in **Section 3.6, Solicitation Response Composition,** cost information must not be included with the Respondent's Information and Business proposal. Respondent must submit an itemized cost proposal for the services listed in **Article II, Scope of Work**, using **Exhibit J, Cost Proposal**. The cost proposal provided is for the Goods and/or Services as specified in this Solicitation and shall include all labor, materials, tools, supplies, equipment, and personnel, including but not limited to, travel expenses, associated costs, and incidental costs necessary to provide the products and Services according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this RFP.

ARTICLE VIII. GENERAL TERMS AND CONDITIONS

8.1 GENERAL CONDITIONS

8.1.1 Amendment

The System Agency reserves the right to alter, amend, or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of the State.

8.1.2 Offer Period

Solicitation Responses shall be binding for a period of 240 days after the due date for submission of Solicitation Responses. Each Respondent may extend the time for which its Solicitation Response will be honored. Upon Contract execution, prices agreed upon by the Respondent(s) are an irrevocable offer for the term of the Contract and any Contract renewals or extension(s). No other costs, rates, or fees shall be payable to the Respondent unless expressly agreed upon in writing by the System Agency.

8.1.3 Costs Incurred

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by any System Agency to award a Contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. The System Agency is not liable for any costs incurred by a Respondent prior to issuance of or entering into a formal agreement, Contract, or purchase order. Costs of developing Solicitation Responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas.

8.1.4 Contract Responsibility

The System Agency will look solely to Respondent for the performance of all contractual obligations that may result from an award based on this Solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its Subcontractors.

8.1.5 Public Information Act - Respondent Requirements Regarding Disclosure

Proposals and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Other legal authority also requires System Agency to post contracts and proposals on its public website and to provide such information to the Legislative Budget Board for posting on its public website.

Under the PIA, certain information is protected from public release. If Respondent asserts that information provided in its Solicitation Response is exempt from disclosure under the PIA, Respondent must:

a. **Mark Original Proposal:**

   1. Mark the Original Proposal, on the top of the front page, the words "CONTAINS CONFIDENTIAL INFORMATION" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger); and

   2. Identify, adjacent to each portion of the Solicitation Response that Respondent claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the Original Proposal);

b. **Certify in Original Proposal – HHS Solicitation Affirmations (attached as Exhibit A to this Solicitation):**

   Certify, in the designated section of the Affirmations and Solicitation Acceptance, Respondent's confidential information assertion and the filing of its Public Information Act Copy; and

c. **Submit Public Information Act Copy of Proposal:**

   Submit a separate "Public Information Act Copy" of the Original Proposal (in addition to the original and all copies otherwise required under the provisions of this Solicitation). The Public Information Act Copy must meet the following requirements:

   1. The copy must be clearly marked as "Public Information Act Copy" on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);

   2. Each portion Respondent claims is exempt from public disclosure must be redacted (blacked out); and

   3. Respondent must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (c) of this section must be identical to those set forth in the Original Proposal as required in Subsection (a)(2), above. The only difference in required markings and information between the Original Proposal and the "Public Information Act Copy" of the proposal will be redactions - which can only be included in the "Public Information Act Copy." There must be no redactions in the Original Proposal.

By submitting a response to this Solicitation, Respondent agrees that, if Respondent does not mark the Original Proposal, provide the required certification in the Affirmations and Solicitation Acceptance, and submit the Public Information Act Copy, Respondent's proposal will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on the System Agency's public website, and posted on the Legislative Budget Board's public website.

If any or all Respondents submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, System Agency, in its sole discretion and in any Solicitation, reserves the right to (1) disqualify all Respondents that fail to fully comply with the requirements set forth in this section, or (2) to offer all Respondents that fail to fully comply with the requirements set forth in this section additional time to comply.

Respondent should not submit a Public Information Act Copy indicating that the entire proposal is exempt from disclosure. Merely making a blanket claim that the entire proposal is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire proposal subject to release under the PIA.

Proposals should not be marked or asserted as copyrighted material. If Respondent asserts a copyright to any portion of its proposal, by submitting a proposal, Respondent agrees to reproduction and posting on public websites by the State of Texas, including the System Agency and all other State Agencies, without cost or liability.

The System Agency will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this Solicitation process, Respondent acknowledges that all information, documentation, and other materials submitted in the proposal in response to this Solicitation may be subject to public disclosure under the PIA. The System Agency does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. The System Agency assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, please refer to the Public Information Act Handbook published by the Office of the Texas Attorney General or contact the attorney general's Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). To access the Public Information Act Handbook, please visit the attorney general's website at http://www.texasattorneygeneral.gov.

8.1.6 Respondent Waiver – Intellectual Property

SUBMISSION OF ANY DOCUMENT TO ANY HHS AGENCY IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER, AND AGREEMENT BY THE SUBMITTING PARTY TO FULLY INDEMNIFY THE

STATE OF TEXAS, HHSC FROM, ANY CLAIM OF INFRINGEMENT BY HHSC REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF THE SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHS BY THE SUBMITTING PARTY.

8.2 INSURANCE

8.2.1 Required Coverage

For the duration of any Contract resulting from this Solicitation, Respondent shall acquire insurance, bonds, or both, if applicable with financially sound and reputable independent insurers, in the type and amount customarily carried within the industry. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of Contract.

8.2.2 Alternative Insurability

Notwithstanding the preceding, the System Agency reserves the right to consider reasonable alternative methods of insuring the Contract in lieu of the insurance policies customarily required. It will be the Respondent's responsibility to recommend to the System Agency alternative methods of insuring the Contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent's inability to obtain the required insurance and/or bonds. The System Agency shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

8.3 PROTEST

If a Respondent wishes to file a protest they may do so in accordance with the rules published by HHSC in the Texas Administrative Code, Title 1, Part 15, Chapter 391, Subchapter D, Protests.

8.4 STANDARDS OF CONDUCT FOR VENDORS

Pursuant to Title 1 of the Texas Administrative Code (TAC), Part 15, Chapter 391, Subchapter D, Rule §391.405(a), contractors, respondents, and vendors interested in working with HHS are required to implement standards of conduct to apply to all matters involving, or related to, those solicitations and contract(s) between themselves and HHS. These standards must adhere to ethics requirements adopted in rule, in addition to any ethics policy, or code of ethics approved by the HHSC Executive Commissioner and must be at least as restrictive as those applicable to HHS personnel in the applicable ethics law and policy provisions.

The standards of conduct must include the ten standards of ethical conduct set forth in Section I of the HHS Ethics Policy and requirements to comply with ethical standards set forth in federal and state law (including, but not limited to, 1 TAC pt. 15, ch. 391, subch. D).

The standards of conduct, together with the responsibilities and restrictions incorporated herein, also apply to subcontractors of contractors, respondents and vendors.

Standards of conduct of any contractor, respondent or vendor may be reviewed and/or audited by the State Auditor and HHSC. Additionally, pursuant to Title 1 TAC Part 15,

Chapter 391, Subchapter D, Rule §391.405(a), HHS may examine a respondent's standards of conduct in the evaluation of a bid, offer, proposal, quote, or other applicable expression of interest in a proposed purchase of goods or services.

Any vendor or contractor that violates a provision of Title 1 TAC Part 15, Chapter 391, Subchapter D may be barred from receiving future contracts or have an existing contract canceled. Additionally, HHSC may report the vendor's actions to the Comptroller of Public Accounts for statewide debarment, or law enforcement.

ARTICLE IX. SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies documents that are requested in this Solicitation.

Original Solicitation Response Package

The Solicitation Package must include the Solicitation Response in one of the approved submission methods identified in **Section 3.7.2., Submission Options**.

a. Proposal and Respondent Information

1. Narrative Proposal (Section 5.1) ____
2. Company Information (Section 6.1) ____
3. Past Performance (Section 6.2 and Exhibit I) ____
4. Major Subcontractor Information (Section 6.3) ____
5. Litigation and Contract History (Section 6.4) ____
6. Conflicts (Section 6.5) ____
7. HHS Solicitation Affirmations (Section 6.6, Exhibit A) ____
8. Exceptions (Section 3.6.4 and Exhibit E) ____
9. Financial Statements and Financial Solvency (Section 6.7.1) ____

b. Cost Proposal (Article VII and Exhibit J) ____

c. HUB Subcontracting Plan (Section 6.9 and Exhibit F) ____

ARTICLE X. LIST OF EXHIBITS

EXHIBIT A, HHS SOLICITATION AFFIRMATIONS V 1.7

EXHIBIT B, HEALTH AND HUMAN SERVICES (HHS) UNIFORM TERMS AND CONDITIONS – VENDOR, VERSION 3.2

EXHIBIT C, HEALTH AND HUMAN SERVICES (HHS) ADDITIONAL PROVISIONS, VERSION 1.0

EXHIBIT D, DATA USE AGREEMENT (DUA)

EXHIBIT D-1, ATTACHMENT 2 TO THE DUA, SECURITY AND PRIVACY INQUIRY (SPI)

EXHIBIT E, EXCEPTIONS FORM

EXHIBIT F, HUB SUBCONTRACTING PLAN (HSP)

EXHIBIT G, EVALUATION TOOL

EXHIBIT H, HHS ONLINE BID ROOM

EXHIBIT I, PAST PERFORMANCE TEMPLATE

EXHIBIT J, COST PROPOSAL