



TEXAS
Health and Human Services

**TEXAS DEPARTMENT OF STATE HEALTH SERVICES
(DSHS)**

**OPEN ENROLLMENT (OE)
for
Pharmacy Services
in support of the
Center for Health Emergency Preparedness and Response and
Recovery Unit**

OE No. HHS0014137

ENROLLMENT PERIOD OPENS: APRIL 11, 2024

ENROLLMENT PERIOD CLOSES: AUGUST 31, 2029

**NIGP Class/Item No:
990/29 – Disaster Preparedness and Emergency Planning Services**

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SECTION 1. SCHEDULE OF EVENTS

Enrollment Period Opens (Posted to HHS OE Opportunities webpage)	<i>April 11, 2024</i>
Enrollment Period Closes (Final date for RECEIPT of Applications)	<i>August 31, 2029</i>
Anticipated Contract Start Date	The effective date of a Contract, if any, awarded to an Applicant will be determined at the sole discretion of DSHS.

Applications must be **received** by DSHS prior to the closing date as indicated in this Schedule of Events or as changed via an Addendum posted to the HHS Open Enrollment Opportunities webpage. Every Applicant is solely responsible for ensuring its application is received before the submission period closes. DSHS is not responsible for lost, misdirected or late applications.

The dates in the Schedule of Events are tentative. DSHS reserves the right to modify these dates at any time by posting an Addendum to the HHS Open Enrollment Opportunities webpage.

By submitting an Application, the Applicant represents and warrants that any individual submitting the Application and any related documents on behalf of the Applicant is authorized to do so and to bind the Applicant under any resulting contract.

Withdrawal of Application:

Applications may be withdrawn from consideration or amended at any time prior to the "Enrollment Period Closes" date by emailing a request to the Point of Contact, Section 4. The e-mail subject line should contain the OE number and title as indicated on the cover page. The Applicant is solely responsible for ensuring requests are received timely by DSHS. DSHS is not responsible for lost, misdirected or late emails.

SECTION 2. OVERVIEW

2.1. INTRODUCTION

The Texas Department of State Health Services (DSHS) is an agency within the Texas Health and Human Services (HHS) system.

DSHS is seeking Applications to establish Contract(s) to provide out-patient prescription drug services to Texas and Louisiana residents who are victims and/or evacuees of an Event causing them to reside in medical shelters, general population shelters, or other temporary residence/shelter in Texas, but not

victims in hospitals. These Texas and Louisiana residents are hereinafter referred to as "Displaced Resident."

To be considered for award, Applicants must submit a comprehensive Application which meets all the requirements of this OE and includes all requested documentation.

2.2. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Health and Safety Code Chapters 12 and 1001 and Texas Government Code Chapter 531, Subchapter D, to the extent applicable.

2.3. NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

DSHS does not guarantee any volume, usage, or compensation to be paid to any Contractor under any Contract resulting from this Open Enrollment. Additionally, all contracts resulting from this Open Enrollment are subject to appropriations, the availability of funds, and termination.

SECTION 3. DEFINITIONS AND ACRONYMS

Unless the context clearly indicates otherwise, throughout this Open Enrollment, the definition given to a term below applies whenever the term appears in this Open Enrollment, in any Application submitted in response to this Open Enrollment, and in any Contract awarded as a result of this Open Enrollment. All other terms have their ordinary and common meaning.

TERM	DEFINITION
Addendum	A written clarification or revision to this OE issued by DSHS. All Addenda will be posted to the HHS Open Enrollment Opportunities web page.
Application	All information and materials submitted by an Applicant in response to this OE.
Applicant	Any person or entity that submits an Application in response to this OE.
Activated Contractor	A Contractor who has been activated for each specific Event.
Activation Letter	A written authorization from DSHS to assemble, deploy and assign medical staff to a location for an assigned period of time.
Calendar Day	Each day shown on the calendar beginning at 12:00 Midnight, including Saturdays, Sundays, and holidays.

TERM	DEFINITION
Contract	A written agreement between parties that creates a legal, binding, and enforceable obligation that may be awarded to a qualified Applicant as a result of this OE.
Contractor (Provider)	Each Applicant, if any, awarded a Contract as a result of this OE. May also be referred to as Provider. Unless the context clearly indicates otherwise, all terms and conditions of this OE and any resulting Contract that refer to Applicant apply with equal force to Contractor (Provider).
Disaster	Disasters are serious disruptions to the functioning of a community that exceed its capacity to cope using its own resources. Disasters can be caused by natural, man-made and technological hazards, as well as various factors that influence the exposure and vulnerability of a community.
Disaster Declaration	A formal statement by a jurisdiction, either Mayor, Judge or Governor, that a disaster or emergency has exceeded the response and recovery capabilities of the State or a municipality. The issuance of a local or state Disaster Declaration allows public officials to exercise emergency powers to preserve life, property, and public health following a disaster as indicated in the Tex. Gov't. Code Chapter 418.
Displaced Resident	For the purposes of this OE, a Texas or Louisiana resident who is a victim and/or evacuee of an Event causing them to be without access to their primary pharmacy, or without access to their primary residence; or to reside in a medical shelter, general population shelter, or other temporary residence/shelter in Texas. This does not include residents in hospital facilities in Texas.
DSHS	The Texas Department of State Health Services.
Event	A disaster or public health emergency.
HHS Agency or HHSC	The Texas Health and Human Services Commission (HHSC) and the Texas Department of State Health Services (DSHS) which may be identified separately as a "HHS Agency" or collectively as the "HHS Agencies" in this OE or in any resulting Contract.
HHS Open Enrollment Opportunities	The HHS web page where Open Enrollments are posted: https://apps.hhs.texas.gov/pcs/openenrollment.cfm

TERM	DEFINITION
Open Enrollment (OE)	This document, including all exhibits, attachments and addenda, as applicable, posted on the HHS Open Enrollment Opportunities webpage.
Pharmacy	A place where medicines are compounded or dispensed.
Public Health Emergency	An occurrence or imminent threat of an illness or health condition, caused by bio terrorism, epidemic or pandemic disease, natural event or an infectious agent or biological toxin, that poses a substantial risk to humans by either causing a significant number of human fatalities or permanent or long-term disability.
Purchase Order	An official HHS document created by System Agency and sent to the Contractor to confirm System Agency's purchase of product(s) or service(s) from the Contractor.
State	The State of Texas and its instrumentalities, including the Health and Human Services Commission or DSHS, and any other state agency, its officers, employees, or authorized agents.
State Medical Operations Center (SMOC)	The entity designated by the State to serve as the Emergency Support Function 8 (ESF-8) Public Health and Medical coordination and communication point supporting the State Operations Center (SOC). The SMOC provides operational support and coordination of State level ESF-8 response and recovery activities and State public health and medical resource allocation.
State of Texas Assistance Request (STAR)	A request for assistance that is submitted by a requesting governmental entity within Texas, including, but not limited to, a local jurisdiction or another state agency. STARs are typically submitted by a local jurisdiction to state agencies for support.
State Mission Assignment (SMA)	A deployment order that provides the objectives of the State Mission, the activities required, the length of activation and an estimated cost of the resource(s) required for deployment.
Statement of Work	The description of services and deliverables in this OE that the Contractor (Provider) is required to provide under the Contract.

SECTION 4. GENERAL INFORMATION

4.1. SOLE POINT OF CONTACT

All questions, requests for clarification, or other communication about this OE shall be made in writing only to the DSHS sole point of contact listed below.

Attempts to ask questions by phone or in person will not be allowed or recognized as valid.

Jennifer Boggs, Contract Manager
1100 W 49th St, MC 1990
Austin, TX 78756
512-776-3967(phone)
512-776-7391 (fax)
Jennifer.Boggs@dshs.texas.gov

To be considered for contract award, applications must only be submitted to this email address. See Section 13 for submission requirements.

Do not contact other HHS Agency personnel regarding this OE.

This restriction, as to only communicating in writing with the DSHS sole point of contact identified above, does not preclude discussions between Applicant and agency personnel for the purposes of conducting business unrelated to this OE.

Failure of an Applicant or its representatives to comply with these requirements may result in disqualification of the submitted Application.

4.2. CHANGES, MODIFICATIONS AND CANCELLATION

DSHS reserves the right to change, amend, modify or cancel this OE at any time.

All Applications, including those submitted after cancellation of the OE, become the property of DSHS upon receipt.

4.2.1. ADVERTISEMENT OF CHANGES, MODIFICATIONS OR CANCELLATION

If DSHS determines that the OE needs to be changed or modified, either an addendum will be posted on the OE Opportunities webpage, or the OE will be canceled. The action to be taken will be determined at the sole discretion of DSHS. Furthermore, if the OE will be canceled, DSHS will determine, in its sole discretion, if a new OE will be posted.

No HHS 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 OE Opportunities webpage.

It is the responsibility of each Applicant to monitor the OE Opportunities webpage for any Addenda or additional information regarding this OE. Failure to monitor the OE Opportunities webpage will in no way release or relieve any Applicant or Contractor of its obligations to fulfill the requirements as posted.

4.3. OFFER PERIOD

By submitting an Application in response to this OE, Applicant agrees that its Application will remain a firm and binding offer to enter into a Contract under all terms and conditions of this OE for at least 240 days from the date applications are due, as stated in Exhibit A, HHS Solicitation Affirmations v. 2.4 (August 2023), unless withdrawn by the Applicant before the Enrollment Period closes.

An Applicant may extend the time for which its Application will be honored and include the extended period in the Application.

4.4. COSTS INCURRED

DSHS accepts no obligations for costs incurred in preparing, submitting, and screening an Application, including, but not limited to, costs or expenses related to contract execution.

Applicants understand that issuance of this OE or retention of Applications in no way constitutes a commitment by DSHS to award a Contract. All Applications shall be prepared simply and economically, providing a straightforward, concise delineation of the Applicant's capabilities to satisfy the requirements of this OE and submitted at the sole expense of the Applicant.

4.5. OE QUESTIONS OR CLARIFICATIONS

4.5.1. QUESTIONS AND REQUESTS FOR CLARIFICATION

Written questions and requests for clarification regarding this OE are permitted if submitted by e-mail to the Sole Point of Contact, Section 4.1.

Responses to questions and requests for clarification will not be posted to the OE Opportunities webpage. However, if DSHS determines, based on a question, request for clarification, or any other factor (including, but not

limited to notices of ambiguity, conflict, or discrepancy as referenced in Section 4.5.3, below), that the OE needs to be amended or clarified, either an addendum will be posted on the OE Opportunities webpage or the OE will be canceled. The action to be taken will be determined at the sole discretion of DSHS. Furthermore, if the OE will be canceled, DSHS will determine, in its sole discretion, if a new OE will be posted.

4.5.2. QUESTION AND CLARIFICATION FORMAT

Questions and requests for clarification must include the following information:

- a. the OE Number
- b. the question or request for clarification, providing the following information:
 - OE language, topic, section heading
 - Section, Paragraph and Page number(s) or Exhibit/Form/Attachment

The requestor must provide the following contact information:

- Company Name
- Company Representative Name
- Phone Number
- E-Mail address

4.5.3. AMBIGUITY, CONFLICT, DISCREPANCY

Applicants must notify the Sole Point of Contact, Section 4.1, of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the OE. Notices must be submitted in the same manner for submitting questions.

Each Applicant submits its Application at its own risk.

If an Applicant fails to properly and timely notify the Sole Point of Contact set forth in Section 4.1, of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the OE, the Applicant, whether awarded a contract or not:

- a. shall have waived any claim of error or ambiguity in the OE and any resulting contract,
- b. shall not contest the interpretation by DSHS 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.

SECTION 5. HUB SUBCONTRACTING PLAN (HSP) REQUIREMENTS

DSHS has determined subcontracting opportunities are not probable under this OE; therefore, a **HSP is not required to be submitted with the Application.**

SECTION 6. CONTRACT TERM

6.1. TERM OF CONTRACT

DSHS may award one or more Contracts under this OE.

Any Contract resulting from this OE will be effective on the signature date of the latter of the Parties to sign the agreement and will expire on August 31, 2029, unless terminated earlier pursuant to the terms and conditions of the Contract.

6.2. EXTENSION OPTION

DSHS, at its sole option and subject to availability of funding, may extend the Contract beyond the initial term for up to one year as necessary to ensure continuity of service, to process a new OE to award new contract(s), for purposes of transition, or as otherwise determined to serve the best interest of the State of Texas.

SECTION 7. MINIMUM QUALIFICATIONS

To be eligible to apply for a Contract and receive an award, Applicant(s), must be eligible, qualified, and meet all requirements of this OE. Applicant requirements apply with equal force to Contractors and Providers awarded contracts under this OE.

7.1. REQUIRED EXPERIENCE

- a.** To be considered for contract award under this OE, an Applicant shall have a minimum five (5) years' relevant experience performing the services as outlined in this OE or similar services.

7.2. LICENSURE AND ACCREDITATION

Applicant and all personnel and technicians assigned to provide services under the Contract must have all permits, licenses, and certifications required by applicable law.

Assigned personnel and technicians, who may include department directors or equivalent positions, providing services that, by law, require a professional license or certification, must hold a current, valid, and applicable Texas license and/or certification necessary to practice their profession and in good standing throughout the term of the Contract.

Contractor is responsible for ensuring all Contractor staff and subcontractors, if any, hold current, valid, and applicable licenses and/or certifications necessary to practice their profession and must be maintained in good standing throughout the term of the Contract.

Each Contractor is required to maintain all required permits, licenses, and certifications for the business during the term of the Contract. The Contractor and Contractor's personnel and subcontractors, if any, must also maintain their individual required permits, licenses, and certifications during the term of the Contract. DSHS, at its sole discretion, may request copies of any permit, license, or certification for any personnel or subcontractors performing services during the term of the Contract. Contractor shall submit email copies to the assigned DSHS Contract Manager of the requested documents within 48 hours of DSHS' request.

Contractor shall submit with its Application a detailed policy and procedure for tracking and maintaining records of current permits, licenses and/or certifications.

SECTION 8. STATEMENT OF WORK

8.1. PROJECT OVERVIEW

The State of Texas, by and through the DSHS Regional and Local Health Operations (Division) and Health Emergency Preparedness and Response Section Response and Recovery Unit (Program), seeks Contractors to provide out-patient prescription drug services to Texas and Louisiana residents who are victims and/or evacuees of an Event causing them to reside in medical shelters, general population shelters, or other temporary residence/shelter in Texas, but not victims in hospitals. These Texas and Louisiana residents are hereinafter referred to as "Displaced Resident."

A Contract that is the result of this OE may be activated by:

- Notification of the State Medical Operations Center (SMOC) Director or his/her designee to any eligible Pharmacy; and/or
- Notification of the Contract Management Section (CMS) Section Director to address an Event.

If there is an Event and the Contractor has been activated by DSHS, an Activation Letter will be prepared by DSHS and emailed to the contact person listed on **Form**

C – Contact Person Information Form. The Activation Letter will include the statement of work, Contractor’s payment rates at the effective Medicaid rate, as defined by DSHS, a copy of the SMA, STAR, Disaster Declaration, and terms and conditions for that Event.

8.2. PROCEDURE

The Contractor shall dispense prescription drugs for Displaced Residents who need prescription(s) drugs during an Event using the following procedure:

- Contractor shall use reasonable efforts to first verify whether each Displaced Resident has another payor source such as Medicaid, Medicare, or other governmental program, or private insurance that will reimburse the Contractor for the prescription drugs prior to invoicing the Texas Department of State Health Services.
- Displaced Resident will present prescription(s) through written or faxed prescription(s) or other substantial written evidence, such as a labeled pill bottle as allowed by law and/or emergency orders to the Activated Contractor.
- Displaced Resident will present State issued documentation, such as Driver’s License, State ID card, Passport booklet, Military ID, Birth Certificate, Concealed handgun license, U.S. Citizenship Certificate or Certificate of Naturalization with photo to the Activated Contractor.
- In lieu of the Displaced Resident, shelter staff or DSHS staff can provide Pharmacy with the written prescription or labeled pill bottle. Pharmacy will accept prescription(s) or pill bottle from the shelter staff, Displaced Resident or from DSHS directly.
- Contractor shall accept prescription(s) and personal identification from the shelter staff identified or from DSHS directly if the Displaced Resident is unable to request the prescription themselves.
- Contractor shall verify prescription(s) and insurance or lack of insurance with the Displaced Residents pharmacy for approval to fill the prescription.
- Contractor shall dispense up to 30-day supply for each prescription drug filled unless dispensing considerations requires otherwise.
- Contractor shall not be obligated to dispense prescriptions for individuals who do not have substantial written evidence of their prescriptions.

8.3. DSHS RESPONSIBILITIES

- DSHS will provide Contractor with an Activation Letter that includes the following instructions and information:
 - Zip codes, cities, counties, or states of residence for identifying the Displaced Resident; specific shelters or shelter cities or counties for identifying a Displaced Resident; or other identifiers that limit who may be identified as a Displaced Resident;

- Acceptable walk-in orders from identified Displaced Resident with appropriate prescription(s) and personal identification; and
- Specific instructions to Shelters and Contractor for eligibility verification of Displaced Resident.
- The DSHS SMOC or other official DSHS' designees will notify Contractor the specific locations identified for activation.
- Supplemental written information may be issued by DSHS to expand or limit the eligibility for the pharmaceutical services under this contract.
- DSHS will reimburse Contractor for all prescription services rendered under the Contract, according to the contract terms, and at the effective Medicaid rates, as defined by DSHS. DSHS will pay each invoice submitted by Contractor within 30 days of date of receipt of a valid invoice.
- DSHS will reimburse Contractor for all brand and generic prescriptions dispensed under the Contract, according to the contract terms, and at the effective Medicaid rates, as defined by DSHS.

8.4. CONTRACTOR (PROVIDER) RESPONSIBILITIES

- Contractor shall ensure each individual Pharmacy, as applicable, will follow the requirements of the Contract and ensure patient data is supplied to Contractor for backup documentation of the invoice.
- Contractor shall confirm with SMOC and/or the DSHS' designee(s) via email at dshsincidentcmd@yahoo.com with a copy to the assigned DSHS contract representative, the specific locations that will be tasked with providing Pharmacy services under the Contract including each location's physical address, email address, contact name and 24/7 contact telephone numbers.
- Contractor shall make reasonable efforts to arrange for or coordinate delivery of prescription drugs to DSHS on behalf of those who are unable, for any reason, to pick up the prescription drugs. Contractor may be required to release certain prescription drugs to a DSHS designee for delivery to Displaced Residents in medical shelters.
- Contractor shall provide reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code Sections 421.071 and 421.072(b) and (c) located at <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.421.htm#421.071>
- Contractor shall share **Exhibit H - Guidance for use of the Texas Department of State Health Services Pharmaceutical Contingency Contract** with their subordinate pharmacies and provide them with a copy of the Contract.
- Contractor shall ensure that each pharmacy professional will maintain his/her license as required by state law in good standing throughout the term of any

Event activation under the Contract. Each pharmacy professional must inform Contractor and Contractor shall notify DSHS immediately of any change to the pharmacy professional's license.

- Contractor shall be entitled to rely on the eligibility information provided by a Displaced Resident or DSHS. DSHS will not deny payment if it is later determined that the Displaced Resident was ineligible.
- If it is determined that a Displaced Resident has another payor source, Contractor may submit a claim to DSHS under this contract for any co-pay amount which is not covered under the Displaced Resident's payor source. Contractor shall submit a claim to that payor source for the prescription drugs dispensed. If the payor source denies the claim, Contractor may submit a claim to DSHS using the submission and pricing specified in the Contract.
- Contractor shall make reasonable efforts to complete system information on a receiving prescription drug service, including at a minimum, the Displaced Resident's name, the prescription drug(s), and his or her address and zip code in the area affected by the Event. Contractor shall provide this information to DSHS as backup documentation with its invoice.
- Contractor shall accept DSHS' reimbursements at the effective Medicaid rate, as defined by DSHS, as payment in full for all pharmacy services rendered. Pharmacy shall not pursue additional reimbursement from the Displaced Resident or his/her health care insurer, if identified later after the prescription is filled.
- Contractor shall submit an email response to the assigned DSHS contract representative acknowledging receipt of an Activation Letter within one (1) hour of receipt of written notification of an Event by the designated DSHS Incident Commander or their designees. Activation may occur at any time, day or night, including weekends and/or holidays, and only after an official written and signed notification of Activation Letter has been sent via fax or e-mail to the Contractor's primary point of contact.
- Contractor shall comply with all applicable federal and state laws, rules, and regulations including but not limited to, the following:
 - Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
 - Public Law 109-417, The Pandemic and All-Hazards Preparedness Act of 2006; and Texas Health and Safety Code Chapter 81.

8.5. PERFORMANCE CRITERIA

DSHS will look solely to the Contractor(s) for the performance of all contractual obligations resulting from an award based on this OE.

No Contractor will be relieved of its obligations for any nonperformance by its subcontractors. Contractor must ensure that its subcontractors abide by all requirements, terms, and conditions of any Contract that may be awarded. Unless the context clearly indicates otherwise, every requirement and every prohibition set forth in this OE and any resulting contract that applies to a Contractor applies with equal force to its employees, agents, representatives, and subcontractors.

8.5.1. SPECIFIC PERFORMANCE STANDARDS

DSHS will actively monitor Contractor's performance under the Contract including, but not limited to, the requirements set forth in this OE. All Work under the Contract shall be provided at a quality level acceptable to DSHS, as determined at DSHS' sole discretion, and in a manner consistent with acceptable industry standard, custom, and practice.

8.6. CONTRACTOR PERSONNEL PERFORMANCE

- A.** Contractor shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them.
- B.** The Contractor shall at all times employ sufficient personnel to carry out functions and services in the manner and time prescribed by the Contract.
- C.** The Contractor shall be responsible for the acts and omissions of the Contractor's employees, agents (including, but not limited to, lobbyists) and subcontractors and shall enforce strict discipline among the Contractor's employees, agents (including, but not limited to, lobbyists) and subcontractors performing the services under the Contract.
- D.** DSHS, at its sole discretion, may request in writing the immediate removal of any Contractor personnel or subcontractor personnel from the services being provided under the Contract. Upon such request, Contractor shall immediately remove the subject personnel and submit in writing to DSHS, within ten (10) calendar days of DSHS's request for removal, confirmation of the removal and assurance of continued, compliant Contract performance.

8.7. NOTICE OF CRIMINAL ACTIVITY

At the time of submission, Applicants shall provide confirmation that the Applicant, any person with ownership or controlling interest in Applicant, and Applicant's

agents, employees, subcontractors and volunteers who will be providing the required services:

- a. have not engaged in any activity that does or could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; and
- b. have not been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program, or sex crime.

This is a continuing disclosure requirement; prior to Contract award, if any, Applicants must notify the DSHS Sole Point of Contact within five days of the date Applicant learns of actions set forth in subsections (a) and (b) above. Additionally, this is a continuing disclosure requirement for each Contractor, **DURING THE TERM OF THE CONTRACT, TO IMMEDIATELY REPORT, IN WRITING, TO THE DSHS** contract manager when Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Contractor, or any of Contractor's agents, employees, subcontractors or volunteers has: engaged in any activity that does or could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to the involvement in any financial matter, federal or state program, or sex crime.

Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the DSHS contract manager.

Personnel with sex offender, child or adult abuse, or fraud offenses shall not be allowed to provide Contract services and shall not be allowed access to HHS Agency property, facilities, or documents.

Key personnel with misdemeanor offenses must receive prior approval by the HHS Agency before being allowed to work under this contract.

DSHS, at its sole discretion, may terminate any Contract if Contractor, its agents, employees, subcontractors, or volunteers are arrested, indicted, or convicted of any criminal activity.

8.8. NOTICE OF INSOLVENCY OR INDEBTEDNESS

At the time of submission, Applicants shall provide with the Application detailed written descriptions of any insolvency, incapacity, and outstanding unpaid obligations of Applicant owed to the Internal Revenue Service (IRS) or the State of Texas, or any agency or political subdivision of the State of Texas. This is a continuing disclosure requirement; prior to Contract award, if any, Applicants must notify the DSHS Sole Point of Contact within five days of the date Applicant learns of such financial circumstances after submission of the Application. Additionally, Contractors are under a continuing obligation to notify the DSHS contract manager, as applicable, within five days of the date Contractor learns of such financial circumstances after Contract award.

8.9. REPORTING CRITERIA

Contractor shall submit all required reports in accordance with the due dates and submissions methods specified by DSHS. Reports shall be submitted in the format and using the template required by DSHS.

8.10. INVOICE REQUIREMENTS AND PAYMENT

8.10.1. INVOICE REQUIREMENTS

Contractor shall submit to DSHS detailed and accurate invoice(s) which includes the information below. Each invoice must be submitted by e-mail/mail, in the format prescribed by DSHS, not later than 30 calendar days after completion of services.

The e-mail address for submitting an invoice is: invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov

The invoice shall include, at a minimum:

- a. Contractor's Name;
- b. Remit to Address;
- c. Federal ID or Texas CPA Payee ID;
- d. Accounts Receivable telephone number;
- e. DSHS Contract and/or Purchase Order Number;
- f. Identification of services provided;
- g. Service date(s); and
- h. Itemized list of medication dispensed, costs and date, as requested by DSHS.

No payment will be made under this Contract without submission of detailed, accurate invoices submitted as outlined.

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

Final Close-Out Invoice: Contractor must submit a final close-out invoice no later than 30 days following the expiration date of the Contract. Invoices received more than 30 days past the contract end date are subject to denial of payment.

8.10.2. PAYMENT

This OE is for contingency contracts, therefore, funding for these contracts will only be available during an Event in the State of Texas and after an Activation Letter has been issued.

Contractor will only be reimbursed for payment if they:

- are activated by DSHS for an Event and received an Activation Letter;
- used agreed-upon effective Medicaid rates, as defined by DSHS; and
- made reasonable efforts to verify whether each Displaced Resident has another payor source such as Medicaid, Medicare, other governmental program, or private insurance that will reimburse Pharmacy for the prescription.

Payments made in accordance with this Contract will be considered payment in full.

Contractor may not use funds received from DSHS to replace any other federal, state, or local source of funds awarded under any other contract.

8.11. DATA USE AGREEMENT (DUA)

By submitting an Application and, if applicable, signing a contract resulting from this OE, Applicant agrees to the terms of the Data Use Agreement, Exhibit C. The Applicant must complete, sign, and return with its Application Exhibit C.1, Attachment 2, (Texas HHS System - Data Use Agreement – Attachment 2, Security and Privacy Initial Inquiry (SPI)).

8.12. TERMS AND CONDITIONS

Submission of an Application in response to this OE constitutes acceptance of all Terms and Conditions attached to, referenced, or set forth in the OE, including those confidentiality and privacy provisions in Exhibit C. Applicant shall not submit additional or different terms and conditions.

Any term, condition, or other part of an Applicant's submitted application that has been rejected by DSHS, that is not accepted in writing by DSHS, or that conflicts

with applicable law, this OE, any resulting Contract, or applicable terms and conditions will not constitute part of the Contract.

8.13. STANDARDS OF CONDUCT FOR VENDORS

Pursuant to 1 TAC 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 Chapter 391, Subchapter 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 1 TAC 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 1 TAC 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.

SECTION 9. DSHS CONTRACT ADMINISTRATION

DSHS will designate a Contract Manager and provide the manager's contact information to the Contractor.

After award of any Contract resulting from this OE, all communications related to the Contract will be processed through the designated Contract Manager. Additional requirements apply to legal notices which must be provided to the HHS Chief Counsel as well as the Contract Manager.

SECTION 10. INSURANCE REQUIREMENTS

10.1. INSURANCE COVERAGE

For the duration of any Contract resulting from this OE, Applicant shall acquire insurance, bonds, or both 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.

Contractor shall submit bond documentation and current certificates of insurance or other proof acceptable to DSHS at the time of notification of a potential award and such proof must be received by DSHS prior to execution of any contract.

DSHS may designate a deadline for submission of proof of required insurance or bonds. Failure to timely submit acceptable proof may result in DSHS's revocation of the award.

Contractor shall maintain the required insurance and comply with the requirements set forth in **Exhibit G - Insurance Requirements**, during the initial term and any renewal or extension period exercised. Contractor shall be responsible for ensuring its subcontractors are in compliance with all applicable insurance and bond requirements.

SECTION 11. CONFIDENTIAL OR PROPRIETARY INFORMATION

11.1. PUBLIC INFORMATION ACT

Applicant Requirements Regarding Disclosure

Applications 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 HHSC to post certain contracts and Applications on HHSC's website and to provide such information to the Legislative Budget Board for posting on its website.

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

a. Mark Original Application:

- (1)** Mark the original Application, 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 Application that Applicant claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the original Application);

b. Certify in Original Application - HHS Solicitation Affirmations

(attached as Exhibit A to this OE): certify, in the designated section of the HHS Solicitation Affirmations v. 2.4 (August 2023), Applicant's confidential information assertion and the filing of its Public Information Act Copy; and

c. Submit Public Information Act Copy of Application: submit a separate "Public Information Act Copy" of the original Application (in addition to the original and all copies otherwise required under the provisions of this OE). 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 Applicant claims is exempt from public disclosure must be redacted; and
- (3)** Applicant 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 Application as required in section a.(2), above. The only difference in required markings and information between the original Application and the "Public Information Act Copy" of the Application will be redactions - which can only be included in the "Public Information Act Copy." There must be no redactions in the original Application.

By submitting an Application to this OE, Applicant agrees that, if Applicant does not mark the original Application, provide the required certification in the HHS Solicitation Affirmations, and submit the Public Information Act Copy, Applicant's Application 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 HHSC's and/or DSHS's public website, and posted on the Legislative Budget Board's website.

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

Applicant should not submit a Public Information Act Copy indicating that the entire Application is exempt from disclosure. Merely making a blanket claim that the entire Application 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 Application subject to release under the PIA.

Applications should not be marked or asserted as copyrighted material. If Applicant asserts a copyright to any portion of its Application, by submitting an Application, Applicant agrees to reproduction and posting on public websites by the State of Texas, including HHSC and all other state agencies, without cost or liability.

DSHS will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this OE process, Applicant acknowledges that all information, documentation, and other materials submitted in the Application in response to this OE may be subject to public disclosure under the PIA. HHSC 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. Applicants 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. DSHS assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Applicants.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, 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). The *Public Information Act Handbook* may be accessed at:

<https://www.texasattorneygeneral.gov/open-government/members-public>

11.2. APPLICANT WAIVER – INTELLECTUAL PROPERTY

SUBMISSION OF ANY DOCUMENT TO ANY HHS AGENCY IN RESPONSE TO THIS OE CONSTITUTES AN IRREVOCABLE WAIVER, AND AGREEMENT BY THE SUBMITTING PARTY TO FULLY INDEMNIFY THE STATE OF TEXAS, DSHS FROM ANY CLAIM OF INFRINGEMENT BY DSHS REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF THE SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHS BY THE SUBMITTING PARTY.

SECTION 12. BINDING OFFER

All Applications should be responsive to the OE as issued or amended through written and posted Addenda, not with any assumption that DSHS will negotiate any or all terms, conditions, or provisions of the OE. Furthermore, all Applications constitute binding offers. **Any Application that includes any type of disclaimer or other**

statement indicating that the Application submitted in response to this OE does not constitute a binding offer will be disqualified.

SECTION 13. REQUIRED APPLICATION DOCUMENTS

All documents must be formatted with the following minimum guidelines:

1. Times new roman, 10 pt. font
2. Application limited to a maximum of 40 pages.

Documentation Required for Submission

All documentation listed must be completed, signed, and returned for a complete Application. Provide the documentation in the same sequence as outlined below by using the Item number(s) and title(s) as necessary.

1. Exhibit A – HHS Solicitation Affirmations v. 2.4 (August 2023)
Important Note: Applications received without a signed Exhibit A will be disqualified.

2. Exhibit C – HHS Data Use Agreement v. 8.5 (October 23, 2019)

3. Exhibit C-1 – Texas HHS System– Data Use Agreement - Attachment 2 - Security and Privacy Inquiry (SPI)

4. Exhibit D – Federal Assurances and Certification

5. Exhibit E - Certification Regarding Lobbying

6. Exhibit F – Fiscal Federal Funding Accountability and Transparency Act (FFATA)

7. Form A: Face Page

8. Form B: Required Application Documents Submission Checklist

9. Form C: Contact Person Information Form

10. Form D: Vendor Information Form

11. Form E: Notice of Criminal Offense Self-Reporting

12. Minimum Qualifications - Reference Section 7

Required Experience:

Provide documentation of demonstrated experience to confirm the Applicant meets the minimum requirements. This applies to the Applicant's business, Subcontractor(s) and both Applicant's and Subcontractor's personnel.

Licensure or Accreditation

Provide a policy and procedure for tracking and maintaining records of required permits, licenses and/or certifications.

Additional Minimum Qualifications:

Provide documentation of qualifications to confirm the Applicant meets the minimum requirements. This applies to the Applicant's business, Subcontractor(s) and both Applicant's and Subcontractor's personnel.

13. Organizational Chart and Key Personnel

Applicant must provide an organizational chart for the key staff members who will be responsible for the performance of the services requested under this OE. Include profiles and resumes for all staff. The profiles and/or resumes shall include the first, middle name or initial and last names for all key staff.

14. Executive Summary

- **Statement of Work – Reference Section 8**

Provide the Applicant's approach to meeting the requirements of the Statement of Work and all other requirements set forth in this OE.

- **Applicant Business Structure or Company Type:**

Provide the entity type (e.g., Private, Non-Profit, State Agency, Local Government, etc.). If Corporation, provide State of Incorporation and filing number.

- **Court or Governmental Agency Proceedings, Investigations, or Other Actions:**

Applicant shall provide information required pursuant to the HHS Solicitation Affirmations v. 2.4 (August 2023) (Exhibit A), paragraph 36.

15. Notice of Criminal Activity – Reference Section 8.7

Provide confirmation that the Applicant, any person with ownership or controlling interest, their agent, employee, subcontractor or volunteer who will be providing the required services are not:

- a. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
- b. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program, or sex crime.

16. Notice of Insolvency or Indebtedness – Reference Section 8.8

Provide with the Application detailed written descriptions of any insolvency, incapacity, and outstanding unpaid obligations of Applicant owed to the Internal Revenue Service (IRS) or the State of Texas, or any agency or political subdivision of the State of Texas.

17. Applicant Contact Information

Titles of personnel for contact information:

- Person Authorized to Sign Contract
- Primary Contact for Questions Regarding Application
- Financial Officer
- Accounts Payable
- Primary Contact for Contract Management
- Alternate Contact for Contract Management

Provide this information for each contact listed above:

- Name and Title
- Mailing Address
- Phone Number
- E-mail Address

18. Contractor Service Locations – Reference Section 8

Provide a list of each service location and include the following at a minimum:

- Location Name
- Physical Address
- Phone Number
- E-mail Address
- Services Offered

19. Subcontractor Information, if applicable.

Provide a list of all subcontractors which must include at a minimum:

- Business Structure (Type of entity)
- DBA name, if applicable with associated Texas County(s)
- Addresses – Physical and Mailing, if different
- Contact Information – Phone and e-mail

20. Insurance – Reference Exhibit G, Insurance Requirements

Applicant must provide proof of insurance or a statement of its intent to obtain and maintain for the term of the Contract (and any renewal periods or additional extensions) the minimum insurance coverage specified or, as applicable, any bonds required. Applicant should also describe other insurance coverage maintained in the ordinary course of business and provide proof of same in its Application.

DSHS may designate a deadline for submission of proof of required insurance. Failure to timely submit acceptable proof may result in DSHS's revocation of the award.

Alternative Insurability:

Provide proposed alternative methods of insuring the Contract, if awarded, and a detailed explanation regarding Applicant's inability to obtain the required insurance and/or bonds.

21. Public Information Act Copy of Application, if applicable**SECTION 14. APPLICATION SUBMISSION REQUIREMENTS**

The Application must be submitted in accordance with this section and Section 13.

The complete Application must be submitted to:
Contract Management Sections

Email: Jennifer.Boggs@dshs.texas.gov with a copy to Lucia.Kelley@dshs.texas.gov

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements and ensuring timely receipt by DSHS.

In no event will DSHS be responsible or liable for any delay or error in submission or delivery.

The Application must be submitted by e-mail.

14.1. E-MAIL SUBMISSION

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements, including, but not limited to, the Section 13, Required Application Documents and ensuring timely e-mail receipt by DSHS.

The Application, including all documentation outlined in Section 13, must be sent in its entirety in one or more e-mails.

In no event will DSHS be responsible or liable for any delay or error in delivery. Applications must be RECEIVED by DSHS before the OE period closes as identified in Schedule of Events, Section 1, or subsequent Addenda.

The e-mail subject line should contain the OE number, title as indicated on the cover page and number of e-mails if more than one (e.g., E-mail 1 of #, etc.). The Applicant is solely responsible for ensuring that Applicant's complete electronic Application is sent to, and actually RECEIVED by DSHS at the proper destination server before the submission deadline.

The Application documentation must not be encrypted so as to prevent DSHS from opening the documents.

IMPORTANT NOTE: DSHS recommends a 10MB limit on each attachment. This may require Applicants to send multiple e-mails to DSHS at Jennifer.Boggs@dshs.texas.gov with a copy to Lucia.Kelley@dshs.texas.gov to ensure all documentation contained in an Application is received.

All documents should be submitted in Microsoft office® formats (Word® and Excel®, as applicable) or in a form that may be read by Microsoft office® software. Any documents with signatures shall be submitted as an Adobe® portable document format (pdf) file. DSHS is not responsible for documents that cannot be read or converted. Unreadable applications may be, in DSHS'S sole discretion, rejected as nonresponsive.

Please be aware Internet Service Providers may limit file sizes on outgoing emails; therefore, it is recommended Applications not contain graphics, pictures, letterheads, etc., which consume a lot of space. These typically include *.tif/*.tiff, *.gif, & *.bmp file extensions, but may use others, as well. DSHS's firewall virus protection runs at all times, so during times of new active virus alerts, incoming traffic may be delayed while virus software scans emails with attachments. DSHS takes no responsibility for e-mailed Applications that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any DSHS anti-virus or other security software.

Applicants may email the Point of Contact, Section 4.1 to request confirmation of receipt.

14.2. RECEIPT OF APPLICATION

All Applications become the property of DSHS upon receipt and will not be returned to Applicants.

DSHS will NOT be held responsible for any Application that is mishandled by the Applicant, any Applicant's delivery or mail service or for Applications sent by e-mail that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any DSHS anti-virus or other security software.

Applications received after the OE Period closes will not be considered.

SECTION 15. SCREENING OF APPLICATIONS

Neither issuance of this OE nor retention of Applications constitutes a commitment on the part of DSHS to award a Contract. DSHS maintains the right to reject any or all Applications and to cancel this OE if DSHS, in its sole discretion, considers it to be in the best interests of DSHS to do so.

Submission and retention of Applications by DSHS confers no legal rights upon any Applicant.

DSHS reserves the right to select qualified Applicants to this OE with or without discussion of the Applications with Applicants. It is understood by Applicant that all Applications, contracts, and related documents are subject to the Texas Public Information Act.

15.1. INITIAL SCREENING OF APPLICATIONS

An initial screening of Applications will be conducted by DSHS to determine which Applications are deemed to be responsive and qualified for further consideration for award. This screening includes a review to determine that each Applicant meets the minimum requirements, qualifications and each Application includes all required documentation.

DSHS reserves the right to:

- a. Ask questions or request clarification from any Applicant at any time during the OE and screening process, and
- b. Conduct studies and other investigations as necessary to evaluate any Application.

Informalities:

DSHS reserves the right to waive minor informalities in an Application. A "minor informality" is an omission or error that, in DSHS's determination if waived or modified when screening Applications, would not give an Applicant an unfair advantage over other Applicants or result in a material change in the Application or OE requirements.

DSHS, at its sole discretion, may give an Applicant the opportunity to submit missing information or make corrections. The missing information or corrections must be submitted to the Point of Contact e-mail address in Section 4.1 by the deadline set by DSHS. Failure to respond before the deadline may result in DSHS' rejecting the Application and the Applicant not being considered for award.

Note: Any disqualifying factor set forth in this OE does not constitute an informality (e.g., Exhibit A, HHS Solicitation Affirmations, which must be signed and submitted with the Application).

15.2. VERIFICATION OF PAST VENDOR PERFORMANCE

DSHS reserves the right to conduct studies and other investigations as necessary to evaluate any Application. By submitting an Application, the Applicant generally releases from liability and waives all claims against any party providing information about the Applicant at the request of DSHS.

Applicants may be rejected as a result of unsatisfactory past performance under any contract(s) as reflected in vendor performance reports, reference checks, or other sources.

An Applicant's past performance may be considered in the initial screening process and prior to making an award determination.

Reasons for which an Applicant may be denied a contract include but are not limited to:

- a. Applicant has an unfavorable report or grade on the CPA Vendor Performance Tracking System (VPTS).
VPTS may be accessed at:
<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>
OR,
- b. Applicant is currently under a corrective action plan through DSHS, OR,
- c. Applicant has had repeated, negative vendor performance reports for the same reason, OR,
- d. Applicant has a record of repeated non-responsiveness to vendor performance issues, OR,
- e. Applicant has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or sub-standard performance.

In addition, DSHS may examine other sources of vendor performance which may include information provided by any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government.

The performance information may include, but is not limited to:

- Notices of termination,
- Cure notices,
- Assessments of liquidated damages,
- Litigation,
- Audit reports, and
- Non-renewals of contracts.

Further, DSHS, at its sole discretion, may initiate investigations or examinations of vendor performance based upon media reports. Any negative findings, as determined by DSHS in its sole discretion, may result in DSHS's removing the Applicant from further consideration for award.

SECTION 16. AWARD PROCESS

16.1. CONTRACT AWARD AND EXECUTION

DSHS, at its sole discretion, reserves the right to cancel this OE at any time or decline to award any contracts as a result of this OE.

DSHS intends to award one or more contracts as a result of this OE.

All awards are contingent upon approval of the DSHS Commissioner or the DSHS Commissioner's designee.

16.2. COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS

16.2.1. REQUIRED PRE-AWARD VERIFICATIONS

In addition to the initial screening process, the following verification checks are required to be conducted for each Applicant to determine compliance for participating in State contracts.

The Applicant's Legal Name and, if applicable, Assumed Business Name (D.B.A.) will be used to conduct these checks.

Applicants found to be barred, prohibited, or otherwise excluded from contract award will be disqualified from further consideration.

A. State of Texas Debarment

Must not be debarred from doing business with the State of Texas through the Comptroller of Public Accounts (CPA):

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

B. System of Award Management (SAM) Exclusions List - Federal

Must not be excluded from contract participation at the federal level. This verification is conducted through SAM, official website of the U.S. Government which may be accessed at this link:

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

Note: If the link does not work, copy/paste the link into browser bar.

C. Divestment Statute Lists

Must not be listed on the Divestment Statute Lists provided by CPA which may be accessed at:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

1. Companies that boycott Israel;
2. Scrutinized Companies with Ties to Sudan;
3. Scrutinized Companies with Ties to Iran;
4. Designated Foreign Terrorist Organizations; and
5. Scrutinized Companies with Ties to Foreign Terrorist Organizations.

D. HHS Office of Inspector General

Must not be listed on the HHS Office of Inspector General Texas Exclusions List for people or businesses excluded from participating as provider: <https://oig.hhsc.state.tx.us/oigportal2/Exclusions>

E. U.S. Department of Health and Human Services

Must not be listed on the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities (LEIE), excluded participation as provider, unless a valid waiver is currently in effect: <https://exclusions.oig.hhs.gov/>

16.2.2. ADDITIONAL REQUIRED PRE-AWARD VERIFICATIONS

After the checks performed in Section 16.2.1, the following verifications will be conducted for each Applicant. The verifications will be based on the legal name and, if applicable, the Assumed Business Name (D.B.A.), and/or the Secretary of State (SOS) charter number, the Federal ID or Texas Payee ID numbers, or the CPA Franchise Tax number provided, as applicable, on Exhibit A, HHS Solicitation Affirmations v. 2.4 (August 2023).

The results of the checks below will be used to further consider an Applicant for award and may result in disqualification.

A. Texas Franchise Tax Status

The Texas franchise tax is a privilege tax imposed on each taxable entity formed or organized in Texas or doing business in Texas. Although not all entities are required to file or pay franchise taxes, DSHS will process a search of the Applicant through the CPA Franchise Tax system to verify the Applicant is in good standing.

Franchise tax checks may reveal as to applicable entities (1) debts or delinquencies owed to the state (implicating contracting limitations) and (2) forfeiture of the right to transact business in Texas.

B. Texas Warrant Hold Status

The check for warrant holds through the CPA is required to determine if an Applicant is on hold for any reason. [Texas Government Code Section 2252.903](#) requires agencies to verify the warrant hold status no earlier than the seventh day before and no later than the day of contract execution for transactions involving a written contract. In accordance with Section 3.3 of Exhibit B, Uniform Terms and Conditions, payments under any contract resulting from this OE will

be applied directly toward eliminating the Applicant's debt or delinquency regardless of when it arises.

C. Texas Secretary of State

Must be registered, if required by law, with the Texas Secretary of State as a public or private entity eligible to do business in Texas:
<https://direct.sos.state.tx.us/acct/acct-login.asp>

16.3. AWARD TO GOVERNMENTAL ENTITIES

If Applicant is a governmental entity, responding to this OE in its capacity as a governmental entity, certain terms and conditions may not be applicable including, but not limited to, any HSP requirement. Furthermore, to the extent permitted by law, if an Application is received from a governmental entity, DSHS reserves the right to enter into an interagency or interlocal agreement with the governmental entity.

SECTION 17. DISCLOSURE OF INTERESTED PARTIES

Subject to certain specified exceptions, Section 2252.908 of the TEX. GOV'T CODE ANN., Disclosure of Interested Parties, applies to a contract of a state agency that has a value of at least \$1 million or that is for services that would require a person to register as a lobbyist under Chapter 305 or that requires an action or vote by the governing body of the agency before the contract may be signed. One of the requirements of Section 2252.908 is that a business entity (defined as "any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation") must submit a Form 1295, Certificate of Interested Parties, to the state agency at the time the business entity submits the signed contract to the agency.

Applicant represents and warrants that, if selected for award of a contract as a result of this OE, Applicant will submit to DSHS, if applicable, a Certificate of Interested Parties at the time Applicant submits the signed contract. Form 1295 involves an electronic process through the Texas Ethics Commission (TEC).

Information regarding the on-line process for completing Form 1295 is available on the Texas Ethics Commission's website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

For further information:

Reference Section 2252.908 of the Texas Government Code which can be accessed at:
<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm#2252.908>

Title 1, Chapter 46, Disclosure of Interested Parties of the Texas Administrative Code which can be accessed at:

If the potential awardee does not timely submit a completed, certified and signed TEC Form 1295 to DSHS, DSHS is prohibited by law from executing a contract, even if the potential awardee is otherwise eligible for award.

SECTION 18. LIST OF EXHIBITS/ATTACHMENTS/FORMS

The following documents are attached to this OE and their terms are hereby incorporated into any Contract awarded as a result of this OE.

Exhibit A – HHS Solicitation Affirms v. 2.4 (August 2023)

Exhibit B – HHS Uniform Terms and Conditions – Vendor v. 3.4 (November 2023)

Exhibit C – HHS Data Use Agreement v. 8.5 (October 23, 2019)

Exhibit C-1 – Texas HHS System – Data Use Agreement – Attachment 2 – Security and Privacy Inquiry (SPI)

Exhibit D – Federal Assurances and Certification

Exhibit E – Certification Regarding Lobbying

Exhibit F – Fiscal Federal Funding Accountability and Transparency Act (FFATA)

Exhibit G – Insurance Requirements

Exhibit H – Guidance for Use of the Texas Department of State Health Services Pharmaceutical Contingency Contract

Form A – Face Page

Form B – Required Application Documents Submission Checklist

Form C – Contact Person Information Form

Form D – Vendor Information Form

Form E – Notice of Criminal Offense Self-Reporting