



TEXAS

Health and Human Services

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

OPEN ENROLLMENT (OE) for MEDICAL TRANSPORTATION PROGRAM DEMAND RESPONSE TRANSPORTATION SERVICES

OE No. HHS0016482

NIGP Class/Item No(s):

948-07 Administrative Services, Health
952-59 Human Services (Not Otherwise Classified)
952-94 Transportation Services: Elderly, Handicapped, Incapacitated, Prisoners, Juries, Students, Etc.
961-82 Transportation Services (Not Otherwise Classified)
915-49 High Volume, Telephone Call Answering Services
918-96 Transportation Consulting
958-91 Transit Management Services

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SECTION 1. SCHEDULE OF EVENTS

Enrollment Period Opens (Posted to HHS OE Opportunities webpage)	<i>September 15, 2025</i>
Enrollment Period Closes (Final date for RECEIPT of Applications)	<i>September 15, 2026</i>
Anticipated Contract Start Date	The effective date of any Contract awarded to an Applicant will be determined at the sole discretion of HHSC.

Applications must be **received** by HHSC 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 responsible for ensuring its Application is received before the submission period closes. HHSC is not responsible for lost, misdirected or late Applications.

The dates in the Schedule of Events are tentative. HHSC 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 related documents on behalf of the Applicant is authorized to do so and to bind the Applicant under any resulting contract.

Withdrawal of Application:

An Application may be withdrawn from consideration or amended at any time prior to the "Enrollment Period Closes" date, by emailing a request to the Point of Contact in Section 4.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

SECTION 2. OVERVIEW

2.1. INTRODUCTION

The Texas Health and Human Services Commission (HHSC) is an agency within the Texas Health and Human Services (HHS) system.

HHSC is seeking Applications to establish Contract(s) for statewide Demand Response Transportation Services (DRTS) by developing a network of Contractors to provide DRTS in Texas counties.

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

Before submitting an application to this Open Enrollment, Applicant shall read the entire Open Enrollment, including all exhibits, attachments, forms, and references. Failure to read any part of this Open Enrollment will not relieve the Applicant from any Open Enrollment submission requirements or an awarded Contractor of its contractual obligations.

2.2. LEGAL AUTHORITY

The services provided under this agreement are authorized by federal and state statutory and regulatory authorities that include but are not limited to the following:

[Chapter 526 of the Texas Government Code](#)
[Chapter 540A of the Texas Government Code](#)
[Chapter 32 of the Texas Human Resources Code](#)
[Chapter 36 of the Texas Human Resources Code](#)
[Chapter 2401 of the Texas Occupation Code](#)
[Chapter 2402 of the Texas Occupation Code](#)
[Title 1 Part 15 Texas Administrative Code Chapter 380](#)
[Title 16 Texas Administrative Code Chapter 95](#)
[Title XIX of the Social Security Act](#)
[Title 42 Code of Federal Regulations \(CFR\) § 440.170\(a\)](#)
[Title 7 Transportation Code Chapter 502](#)
[Title 7 Transportation Code Chapter 545](#)

2.3. NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

HHSC 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
Abuse	Has the meaning assigned by 1 Texas Administrative Code §380.101(1) .
Accident	Has the meaning assigned by 1 Texas Administrative Code §380.101(2) .
Adequate	Refers to the Contractor employing satisfactory or acceptable services in quality and quantity.
Addendum	A written clarification or revision to this Open Enrollment. All Addenda will be posted to the HHS Open Enrollment Opportunities web page: https://resources.hhs.texas.gov/open-enrollments/
Add-on Trip	An unexpected necessary trip not authorized before the date of travel but provided to the Client. Add-on Trips are allowed under the following circumstances: <ul style="list-style-type: none"> • The services are prescribed by the Client's health care Provider. • The Add-on Trip (e.g., trip to a pharmacy, medical laboratory, or medical radiology facility) immediately follows an authorized health care appointment.
Adjacent County(ies)	Has the meaning assigned by 1 Texas Administrative Code §380.101(3) .
AM Best	A global credit rating agency, news publisher and data analytics provider specializing in the insurance industry.
Application	All information and materials submitted by an Applicant in response to this Open Enrollment.
Applicant	Any person or entity that submits an Application in response to this Open Enrollment.
Attendant	Has the meaning assigned by 1 Texas Administrative Code §380.101(6) .
Business Day	Any day except a Saturday, Sunday, or legal holiday listed in Texas Government Code §662.021 .

TERM	DEFINITION
Calendar Day	The 24-hour period that begins at midnight and ends 24 hours later at 11:59:59 p.m. To calculate a deadline to respond to a contract requirement, the day of the event that triggers the period is excluded. Saturdays, Sundays, and all holidays are considered Calendar Days. If the report due date falls on a weekend or federal holiday, the report is due the next Business Day. The term "day" means Calendar Day unless otherwise specified in the contract.
Certificate of Insurance (COI)	Has the meaning assigned by Insurance Code Title 10 §1811(3) .
Children with Special Health Care Needs (CSHCN)	Has the meaning assigned by 1 Texas Administrative Code §380.101(8) .
Client	An individual identified by HHSC as eligible for Medicaid services under a specific category or identified by either the CSHCN service program, the Transportation for Indigent Cancer Patients (TICP) program or any other Texas HHS program as eligible for program services, who has no other means of transportation to Covered Health Care Service.
Client No-Show	A trip when Contractor waits for the Client ten minutes beyond the scheduled pick-up time and the Client fails to show up at the pickup point.
Commercial Motor Vehicle	Has the meaning assigned by Transportation Code Title 7, Chapter 502 .
Comptroller of Public Accounts (CPA)	Is an executive branch position created by the Texas Constitution. The comptroller is popularly elected every four years and is primarily tasked with collecting all state tax revenue and estimating the amount of revenue that the Texas Legislature can spend each biennium.
Contract	Any Contract(s) awarded an Applicant resulting from this Open Enrollment.
Contractor	Each Applicant awarded a Contract as a result of this Open Enrollment.
Contractor No-Show	When the Contractor fails to pick up a Client for a scheduled pick-up or return.
Convicted or Conviction	Has the meaning assigned at 42 Code of Federal Regulations §1001.2 .

TERM	DEFINITION
Covered Health Care Service	Has the meaning assigned by 1 Texas Administrative Code §380.101(9) .
Demand Response	Has the meaning assigned by 1 Texas Administrative Code §380.101(10) .
Destination	The location or point to which the Client has been approved to travel to receive Covered Health Care Services.
Digitally Prearranged Ride	Has the meaning assigned by Texas Occupations Code §2402.001(3) .
Driver	An individual hired by the DRTS Contractor to provide rides to a Client and their Attendant, if any.
Driver – Transportation Network Company (TNC)	An individual logged in to a TNC digital network to receive requests for digitally prearranged rides.
Efficient	Refers to the Contractor employing solutions that meet OE requirements to deliver maximum output for minimum effort or cost.
Fee-for-Service (FFS)	Refers to transportation Contractors receiving a payment for each unit of service, after the service is provided, pursuant to the terms of the Contract.
Health and Human Services (HHS) Agency	The Health and Human Services Commission (HHSC) may be identified separately as a 'HHS Agency' in this Open Enrollment or any resulting Contract(s).
HHS Open Enrollment Opportunities	The HHS web page where Open Enrollments are posted: https://apps.hhs.texas.gov/pcs/openenrollment.cfm .
Health and Human Services Commission (HHSC)	Has the meaning assigned by 1 Texas Administrative Code §380.101(11) .
HHSC Claims Administrator	The organization contracted to perform various enrollment and claims processing functions on behalf of HHSC.
Incident	An occurrence, event, vehicle breakdown, or public disturbance that interrupts the trip, causing the Driver (DRTS) or Driver (TNC) to stop the vehicle, such as a passenger becomes unruly or ill.
Limited English Proficiency (LEP)	Has the meaning assigned to it in 42 CFR §438.10 . Accordingly, the phrase means potential Clients and Clients who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

TERM	DEFINITION
Long Distance Trip	Has the meaning assigned by 1 Texas Administrative Code §380.101(16) .
Medicaid	Has the meaning assigned by 1 Texas Administrative Code §380.101(19) .
Medical Transportation Program (MTP)	Has the meaning assigned by 1 Texas Administrative Code §380.101(21) .
Nonemergency Medical Transportation (NEMT)	Transportation and travel expenses determined to be necessary by HHSC to secure medical examinations and treatment for a Client in accordance with 42 CFR §440.170(a) .
Open Enrollment (OE)	This document, including all exhibits, attachments and addenda, as applicable, posted on the HHS Open Enrollment Opportunities webpage https://resources.hhs.texas.gov/open-enrollments .
Origin	The location at which the Contractor is approved to pick up the Client and their Attendant at the start of the trip.
Passenger Assistance	Has the meaning assigned by 1 Texas Administrative Code §380.101(23) and includes fastening of safety restraints and securing wheelchairs to ensure that Clients enter and exit vehicles safely.
Provider	Means an appropriately credentialed and licensed individual, facility, agency, institution, organization or other entity, and its employees and subcontractors that has a contract for the delivery of Texas Medicaid Health Care Services.
Readiness Review	Means process of HHSC review, assessment, and determination of the Contractor's ability, preparedness, and availability to fulfill its obligations under the Contract.
Reasonable Transportation	Has the meaning assigned by 1 Texas Administrative Code §380.101(27) .
Same Day	An Urgent Request for transportation services within less than 24 hours for a Client to obtain necessary Covered Health Care Services.
Service Animal	Has the meaning assigned by 1 Texas Administrative Code §380.101(30) .
Sexual Harassment	Has the meaning assigned by 1 Texas Administrative Code §380.101(31) .
Special Needs	Has the meaning assigned by 1 Texas Administrative Code §380.101(33) .

TERM	DEFINITION
Statement of Work	The description of services and deliverables in this OE that the Contractor is required to provide under the Contract.
Subcontract	Any written agreement between the Contractor and another party to fulfill the requirements of this OE.
Subcontractor	An individual or entity who has a Subcontract with a Contractor under this OE.
Texas Medical Transportation System (TMTS)	Is a web-based portal application designed to meet the business requirements of the FFS MTP in arranging NEMT services for program Clients and their Attendant.
Transportation for Indigent Cancer Patients (TICP)	Has the meaning assigned by 1 Texas Administrative Code §380.101(35) .
Transportation Network Company (TNC)	Has the meaning assigned by Texas Occupations Code § 2402.001(5) .
Urgent Condition	A health condition, including an urgent behavioral health situation, that is not an emergency but is severe or painful enough to cause a prudent layperson, possessing the average knowledge of medicine, to believe that his or her condition requires medical evaluation or treatment within 24 hours to prevent serious deterioration of the person's condition or health.
Urgent Request	A request for transportation services due to an Urgent Condition.
Usual and Customary Charges (U&C)	Refers to the amount the Contractor charges private-pay patients for the same service.

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 HHSC sole point of contact listed below.

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

Contact Name: Faith Moore

Contact Title: Contract Specialist
Email: hhscmccocontracts@hhs.texas.gov

To be considered for contract award, Applications must only be submitted to this email address: hhscmccocontracts@hhs.texas.gov.

See Section 14 for submission requirements.

Do not contact other HHS Agency personnel regarding this OE.

This restriction, as to only communicating in writing with the HHSC 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

HHSC 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 HHSC upon receipt.

4.2.1. ADVERTISEMENT OF CHANGES, MODIFICATIONS OR CANCELLATION

If HHSC 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 HHSC. Furthermore, if the OE will be canceled, HHSC 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, the 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, 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

HHSC 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 HHSC 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. However, if HHSC 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 HHSC. Furthermore, if the OE will be canceled, HHSC 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:

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

The requestor must provide the following contact information:

1. Company Name.
2. Company Representative Name.
3. Phone Number; and
4. 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, 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:

1. shall have waived any claim of error or ambiguity in the OE and any resulting contract.
2. shall not contest the interpretation by HHSC of such provision(s); and
3. 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

It is the policy of HHS to promote and encourage contracting and subcontracting opportunities for State of Texas-certified Historically Underutilized Businesses (HUBs) in all contracts in compliance with [Chapter 2161 of the Texas Government Code](#) and [Title 34, Part 1, Chapter 20, Subchapter D, Division 1 of the Texas Administrative Code](#).

Applicants who may be eligible are encouraged to become HUB-certified and may access more information including the State of Texas HUB Application at the CPA website at: <https://comptroller.texas.gov/purchasing/vendor/hub/>.

HHS 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

HHSC 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 three years after the effective date, unless terminated earlier pursuant to the terms and conditions of the Contract.

6.2. EXTENSION OPTION

HHSC at its sole option and subject to availability of funding, may extend the Contract beyond the initial term for up to two one-year extensions 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 awarded contracts under this OE.

7.1 MINIMUM QUALIFICATIONS OF APPLICANT

An Applicant must have the following minimum qualifications:

1. A minimum of one year directly overseeing and managing NEMT; or
2. Prior engagements of similar scope current or completed ~~or initiated~~ in the past two years. Provide the following for each engagement:
 - a. Current or Prior Client.
 - b. Dates of engagement.
 - c. Current or Prior client contact name, their telephone number and email address.
 - d. Population served and location of services; and

- e. Narrative of engagement and how it relates to NEMT or comparable transportation services.
3. Demonstrated leadership experience.
4. Demonstrated knowledge of Medicaid NEMT or comparable transportation services; and
5. Demonstrated project management experience.

References: Applicants must provide a minimum of three (3) references reflecting positive performance for current or previous contracts for similar or same services during the two-year period immediately preceding submission of the Application. See Section 13(5) of this OE.

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, which may include department directors or personnel in 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 in good standing.

Contractor is responsible for ensuring all Contractor staff and subcontractors, if any, hold current, valid, and applicable licenses and/or certifications in good standing.

The Applicant and all assigned personnel, as applicable, must submit with its Application, a copy of each applicable permit, license, and certification listed below:

1. Permit: any permit required by local ordinance, state, or federal regulation, statute, or rule, such as TNCs required to obtain permit from the Texas Department of Licensing and Regulation; and
2. License: any business license(s) required by local ordinance, state, or federal regulation, statute, or rule such as an operating authority license or chauffeur permit where required by city ordinance; and
3. Certification: any professional certification required of the business and Drivers, as applicable.

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. All required permits, licenses, and/or certifications must be included with submitted Applications. During annual contract reviews, Contractor must provide updated licenses and/or certifications at HHSC's request.

7.3 ADDITIONAL MINIMUM QUALIFICATIONS FOR CONTRACTOR

The applicant must be:

1. Registered with the Texas Secretary of State and certified to conduct business in the state of Texas and agree to continue this status throughout the term of the Contract.
2. Enrolled with the HHSC Claims Administrator, Texas Medicaid & Healthcare Partnership, and continue this status throughout the term of the Contract.
3. In good financial standing, not insolvent or in any type of bankruptcy proceeding or status, and current in the payment of all required taxes and fees, such as state franchise fees.

SECTION 8. STATEMENT OF WORK

8.1. PROJECT OVERVIEW

HHSC is seeking Applications to establish Contract(s) for DRTS statewide by developing a network of Contractors to provide DRTS in Texas counties.

8.2. HHSC RESPONSIBILITIES

HHSC will:

- 8.2.1** Provide a contract manager and point of contact.
- 8.2.2** Coordinate services with Contractor to complete the service requirements.
- 8.2.3** Operate a call center between the hours of 8:00 a.m. and 5:00 p.m., Client local time Monday through Friday, excluding legal holidays as listed in [Texas Government Code §662.021](#).
- 8.2.4** Provide access to appropriate data systems and information.

- 8.2.5** Provide required forms to file Accident and Incidents reports.
- 8.2.5** Provide access to Texas Medical Transportation System (TMTS) and Health and Human Services Enterprise Administrative Report and Tracking (HEART).
- 8.2.6** Monitor Contractor performance of duties and compliance by a variety of methods to include, but not limited to, unannounced visits to inspect Contractor or Subcontractor's facility and call center during normal business hours.
- 8.2.7** Provide Contractor training.
- 8.2.8** Conduct a Readiness Review on Contractors. Refer to Section 8.7. HHSC may visit or conduct a virtual review of the following to ensure:
 - 8.2.8.1** Telephone systems are fully operational, including the "Where's My Ride" line.
 - 8.2.8.2** Computer system and interfaces are fully operational and compliant with the Data Use Agreement.
 - 8.2.8.3** Staffing is complete and in compliance with the OE and Contract requirements.
 - 8.2.8.4** Vehicles meet or exceed warranty and component standards for both state and federal safety mechanical operating and maintenance standards, see Section 5 of Attachment 1, Demand Response Transportation Service Driver Requirements.
 - 8.2.8.5** Contractor can demonstrate its processes and procedures to meet deliverable requirements.

8.3. CONTRACTOR RESPONSIBILITIES

Contractor must:

- 8.3.1** Comply with the authorities listed in Section 2.2 and all other applicable state and federal laws and regulations. Contractor shall ensure any subcontractors comply with the authorities listed in Section 2.2 and all other applicable state and federal laws and regulations.
- 8.3.2** Participate in a Readiness Review process to ensure Contractor is prepared to provide DRTS to eligible Clients and their Attendant.

8.3.3 Attend an HHSC post award meeting, which may be in-person or via video conference, in Austin, Texas, within 30 days after Contract award. The purpose of this meeting will be to discuss Contract requirements and associated deliverables.

8.3.4 Attend all HHSC DRTS related trainings either in-person or via video conference, whichever HHSC deems appropriate.

HHSC will not pay for any travel or per diem costs related to Contractor attendance for orientation sessions or meetings. In-person work meetings, demonstrations, training, and all other activities involving HHSC personnel will be at HHSC facilities in Austin, Texas or at another location as deemed appropriate by HHSC.

8.3.5 Consider the safety of Clients when deciding whether to transport during times of inclement weather, and:

1. Give adequate notice to Clients or their responsible adult if transportation is not possible due to an inclement weather situation. Adequate notice refers to the Contractor making an effort to notify Client and health care providers no later than four hours prior to the Client's scheduled medical appointment.
2. Notify the Client's health care provider that transport is canceled due to an inclement weather situation.
3. Notify HHSC of cancelled trips due to an inclement weather situation on date of occurrence.
4. Give special consideration to Same Day and Urgent Requests (dialysis, cancer-treatment, and transplant clients). Special consideration refers to the Contractor's prudent judgment that takes into consideration current or forecasted weather conditions, road and traffic impacted, travel duration, Client medical needs and consultation with Client's health care provider.
5. Return, when applicable, Client and their Attendant transported to an appointment before inclement weather limits their ability to safely transport the Client back home.

8.3.6 Contractor must respond to all HHSC requests no later than the due date specified on the written request.

8.4 STATEMENT OF SERVICES TO BE PROVIDED

Contractor must ensure that DRTS are provided to all Clients and their Attendant(s), if any, in its geographical service area, see Attachment 3A – Medical Transportation Program Fee-For-Service Transportation Service Region Map, as

defined by HHSC in a timely, satisfactory and acceptable manner to meet the needs of clients.

DRTS are provided using buses, vans, or sedans. Contractor must provide DRTS to Clients approved by HHSC to access Covered Health Care Services.

Contractor must:

1. Provide the following using DRTS:
 - a. NEMT services with less than 48-hour notice, as appropriate.
 - b. Routine medical transportation, including Same Day, Urgent Requests, and Add-on Trips; and
 - c. Hospital discharges;
2. Deliver DRTS by qualified and fully trained personnel;
3. Meet HHSC-specific performance standards as outlined in Attachment 5 – Key Performance Standards, including to ensure the quality of the delivery of DRTS for on-time pick-ups, on-time drop offs, hospital discharges, vehicle rosters, driver rosters, Subcontractor rosters, and Client complaints;
4. Provide a toll-free number or menu option that serves the same functional purpose for a Client to check on the status of his or her ride;
5. Ensure scheduled trips are confirmed with Clients 24-hours prior to the pick-up date and time, except for Digitally Prearranged Rides, Urgent Requests, Add-on Trips, Same Day service, and hospital discharge.
6. Ensure Clients are not called after 9 p.m., Client's local time;
7. Ensure availability of DRTS to and from the Client's Origin and to the approved Destination from Covered Health Care Services; Ensure Drivers wait no less than ten (10) minutes after the scheduled pick-up time before designating the trip as a Client No-Show;
8. Ensure a Client is picked up from a health care appointment within one hour from time of request for pickup;
9. Ensure Drivers notify Contractor of late arrivals so contact can be made with the health care provider to advise of the late arrival;
10. Ensure Drivers maintain a log of trips provided, or other mechanism such as digital signature or global positioning system (GPS) or other similar system approved by HHSC to validate trip provided, see Sections 8.8 and 8.9;
11. Ensure Special Needs service is available for Clients as identified by HHSC on the trip manifest to include ambulatory or non-ambulatory accessible vehicles and other devices or medical equipment, as required;
12. Ensure transportation for a Client's Attendant is provided as authorized by HHSC; and
13. Ensure transportation for a Client's Service Animal is provided as authorized by HHSC.

8.5 OPERATIONAL REQUIREMENTS

Contractor must:

- 8.5.1** Maintain a physical office located in Texas throughout the duration of the Contract.
- 8.5.2** Designate people to hold key personnel positions as listed below. The Applicant may designate an individual having multiple roles based on organizational structure.
 - 8.5.2.1** Project Manager – must be a full-time employee of the Contractor and must have a minimum of one year experience in managing the delivery of transportation services. This position is the primary point of contact for HHSC.
 - 8.5.2.2** Transportation Supervisor – must be a full-time employee of the Contractor and must have a minimum of one year experience in directly supervising transportation activities to ensure the safe, prompt, and timely transportation services to meet the OE objective.
 - 8.5.2.3** Dispatcher – must be a full-time employee of the Contractor and must have a minimum of six months experience in coordinating, scheduling and dispatching transportation services using modalities such as two-way radio, cell phone, mobile data terminal, or the like- to communicate instructions or directions to the Driver.
 - 8.5.2.4** Vehicle Safety Supervisor – must be a full-time employee of the Contractor to perform this function on a predetermined basis and must have a minimum of one year experience in ensuring all DRTS vehicles meet or exceed vehicle standards described in Attachment 1, Section 3. Contractor may Subcontract out this function.

For each position listed above, the Applicant must submit resumes and two references that substantiate experience for the specific key personnel job title.

If a person leaves a key position, the Contractor must propose a replacement to HHSC. The Contractor must comply with HHS Additional Provisions V.1.0, Section 1.

Contractor must:

- 8.5.3** Provide for the delivery of DRTS Monday through Saturday to allow for transporting Clients [ambulatory and non-ambulatory] for arrival to

appointments for Covered Health Care Services and return to authorized Destination upon completion of service appointment. Client health care appointments may be scheduled as early as 5:30 a.m. and as late as 7:00 p.m. Contractor must ensure that the Client arrives in time for the scheduled appointment time and has return transportation available for the return trip. Non-service days only include certain Federal holidays, see Attachment 4– Authorized Holidays. Ensure that the hours of business office operation are Monday through Friday, 8:00 a.m. - 6:00 p.m. local time including lunch hours.

- 8.5.4** Provide a toll-free “Where’s My Ride” line for a Client to check on the status of his or her ride that is operational Monday through Saturday, 5:00 a.m. to 7 p.m., Client local time, including lunch hours and during holidays specified in Attachment 4– Authorized Holidays, in which NEMT must be provided.
- 8.5.5** Print or download the final TMTS daily manifest at the end of each day and refer to the manifest to schedule rides for the Client and their attendant on the scheduled date documented on the manifest.
- 8.5.6** Obtain Client and Attendant wet signature, digital signature, global positioning system (GPS) or other similar system approved by HHSC for documentation of service provision. Inability to obtain the Client’s or Attendant’s signature must be documented. Services must not be denied on the basis of refusal to sign.
- 8.5.7** Ensure that the names and any other identifying information of program Clients are not released by the Contractor without prior, written permission from HHSC. All Client-specific information is confidential under state and federal law and shall not be disclosed unless pursuant to a law or a court order which requires release. This provision must not be construed as limiting access to Client-specific information by the state of Texas, to include HHSC, the Texas Office of the Attorney General’s Medicaid Fraud Control Unit, or the US Department of Health and Human Services. This provision does not authorize Contractor to obstruct an audit or fraud or criminal investigation.
- 8.5.8** Ensure that Driver and all passengers observe all Texas safety-belt and child safety seat laws at all times during the delivery of NEMT in accordance with [Transportation Code Chapter 545](#).
- 8.5.9** Provide resident relocation transportation services as requested by HHSC, to transfer individuals being relocated from a nursing home, assisted living facility or other health care facility, including, but not limited to, in the event of a natural disaster, an emergency or when

HHSC determines that the health and welfare of the individuals may be in jeopardy.

- 8.5.9.1** Contractor shall participate in planning discussions with HHSC and its partners and other activities necessary to accomplish the relocations.

8.6 APPLICANT ATTESTATION

Contractor must:

1. Submit an Applicant Attestation with their response on company/organization letterhead. The Applicant Attestation must affirm the following of the Applicant:
 - a. Telephone systems are fully operational;
 - b. Computer system is fully operational;
 - c. Staffing is in compliance with the Contract's requirements;
 - d. Vehicles are properly insured and registered as required by state and local laws and regulations;
 - e. Disaster recovery plan is in place;
 - f. Business continuity plan is in place; and
 - g. Headquarters is ready for business.
2. Provide specific photos of vehicles, records, and documents to HHSC for review upon request.

8.7 READINESS REVIEW

Contractor must participate in a Readiness Review. A Readiness Review refers to the process of reviewing, assessing, and determining the Contractor's ability, preparedness, and availability to fulfill its obligations under the Contract. The Contractor must provide any other items, functions or performance requirements deemed necessary by HHSC.

During this review, the Applicant must demonstrate readiness, virtually or in-person, to include, but not limited to, the following processes:

1. Scheduling and trip notification procedures;
2. "Where's My Ride" process;

3. Quality assurance protocol;
4. Policies and procedures to prevent and detect fraud, waste, and abuse.
 - a. At a minimum, policies must include detection and prevention of:
 - i. Billing for services not rendered; and
 - ii. Improper member ID card use and card sharing.
5. Service rosters, e.g., vehicle, Driver and Subcontractor rosters.

8.8 DIGITAL SIGNATURE

A digital signature is acceptable if Contractor is able to store and retain the signatures in accordance with applicable document retention guidelines for the Contract. Digital signatures must be made available to HHSC upon request. Contractor must submit their written plan for use of digital signatures for review by HHSC Information Security for compliance with agency rules prior to implementation. Regulatory requirements include:

1. Medicare Program Integrity Manual (Pub 100-08) Chapter 3, Section 3.3.2.4 E-F (<https://www.cms.gov/regulations-and-guidance/guidance/manuals/downloads/pim83c03.pdf>);
2. Signatures must include protection against modification;
3. Administrative safeguards must be applied; and
4. Texas rules concerning digital signatures are outlined in [Title 1, Texas Administrative Code, Part 10, Chapter 203.23](#).

8.9 GLOBAL POSITIONING SYSTEM

In lieu of obtaining a wet signature or digital signature from the Client and Attendant, Contractor may verify transportation services were provided by recording each leg of the trip, Origin and Destination, on the global positioning system (GPS). GPS records must be maintained in accordance with record retention requirements of the Contract. Contractor must make available GPS records to HHSC, upon request, at no cost to HHSC.

8.10 COMMUNICATION REQUIREMENTS

Contractor must have and maintain adequate and efficient:

8.10.1 Fax system that operates 24 hours a day, 7 days a week.

8.10.2 Voice mail or electronic messaging system in place for Clients to

contact Contractor with inquiries or cancellations 24 hours a day, 7 days a week.

- 8.10.3** Access to a language line to facilitate communication with LEP Clients.
- 8.10.4** Access to a telecommunications system (Telecommunication Device for the Deaf (TDD) /TeleType (TTY)) to facilitate communication with hard of hearing, hearing impaired and deaf Clients.
- 8.10.5** Access to a contact person for Clients to call for return trips after business office hours utilizing "Where's My Ride" toll-free number.

8.11 SCHEDULING AND DISPATCHING REQUIREMENTS

An Applicant may elect to provide service in one or multiple geographical service areas of the state or elect to provide service in a certain county or counties in one or multiple geographical service areas. See Attachment 3A – Medical Transportation Program Fee-for-Service Transportation Service Region Map. The service delivery hours must comport with Section 8.5.

Contractor shall provide:

- 8.11.1** Scheduling and dispatch processes to ensure the reliable provision of services and monitor on-time delivery of services in accordance with the requirements of the Contract.
- 8.11.2** A dispatch communication system that dispatchers have continuous contact with Drivers to control and monitor service delivery to ensure that:
 - 8.11.2.1** The Driver delivers a client no earlier than the facility's opening for business if the client's appointment is scheduled at facility's opening time.
 - 8.11.2.2** The Client is dropped off no less than 15 minutes but no more than one (1) hour prior to their scheduled appointment time as long as the office/facility is open for business.
- 8.11.3** That Clients depart health care appointments no more than one hour from receipt of Client request for return trip.
- 8.11.4** That Clients depart the hospital after hospital discharge no later than three hours after Contractor receives Client request for return trip.

- 8.11.5** That members of Contractor staff identify themselves as an HHSC Contractor when communicating with Clients or their responsible party concerning trips approved by HHSC.
- 8.11.6** That Drivers wait for the Client 10 minutes beyond the scheduled pick-up and return time. Following this 10-minute wait, if the Client does not board the vehicle, the Client may be declared a Client no-show for the transportation service.
- 8.11.7** The Client or their responsible party is notified one Business Day prior to the scheduled ride to confirm pick-up time, when a contact number is listed on the trip manifest.
- 8.11.8** The Client or their responsible party must be notified that a child safety seat must be provided and installed, when HHSC provides instruction, as such, on the trip manifest.
- 8.11.9** Shared ride trips must be scheduled in a manner that ensures a Client does not remain in the vehicle for more than one hour longer than the average travel time for direct transportation of that Client.

8.12 BACK UP VEHICLES WITH DRIVERS

Contractor must include in their business continuity plan a process to arrange the provision of back-up vehicles and Drivers when notified by a Client, a health care provider, or HHSC that a vehicle is excessively late or otherwise unable to meet Special Needs when specifically requested by HHSC. Excessively late means more than 30 minutes late following the agreed scheduled pickup time to the appointment or more than 90 minutes late from time of request for pickup following the appointment.

8.13 RECORDKEEPING, REPORTING, AND ADDITIONAL ADMINISTRATIVE ACTIVITIES

Contractor shall:

- 8.13.1** Provide an accounting system that complies with the Generally Accepted Accounting Principles issued by the American Institute of Certified Public Accountants.
- 8.13.2** Keep financial and supporting documents, statistical records, and any other records pertinent to the service for which a claim is submitted, in accordance with Exhibit B, HHS Uniform Terms and Conditions.
- 8.13.3** Notify HHSC of any Client or Attendant who was not transported due to a situation that required Contractor to notify the appropriate law

enforcement authorities in accordance with Section 8.22, Reporting Criteria.

- 8.13.4** Record in TMTS any Add-on Trips, cancellation, and Client No-Shows and Contractor No-Shows.
- 8.13.5** Report all Accidents or Incidents involving a Client, Attendant, or Driver entering, riding in, or exiting a vehicle to the HEART system. See Section 8.22.
- 8.13.6** Report Accidents or Incidents without serious injury or death to HHSC within 24 hours.
- 8.13.7** Report Accidents involving serious injury to HHSC within four hours. Serious injury is any injury that would qualify as an emergency medical condition as defined in [42 CFR §438.114\(a\)](#) (relating to emergency and post-stabilization services). Serious injury is, but not limited to, the following examples:
 - 1. Severe laceration resulting in exposure of underlying tissues/muscle/organs or resulting in significant loss of blood;
 - 2. Broken or distorted extremity (arm or leg);
 - 3. Crush injuries;
 - 4. Suspected skull, chest, or abdominal injury other than bruises or minor lacerations;
 - 5. Significant burns (second and third degree burns over 10% or more of the body;
 - 6. Unconsciousness when taken from the crash scene; and
 - 7. Paralysis.
- 8.13.8** Report the death of a Client, Attendant, or Driver to HHSC within two hours of becoming aware of the death.
- 8.13.9** Notify HHSC of any moving violations that occur while providing services under the Contract. A copy of the police report must be provided to HHSC upon request.
- 8.13.10** Maintain copies of each Accident report for both the vehicle and the driver involved in the Accident.
- 8.13.11** Maintain police reports associated with moving violations in the file of the responsible Driver and made available to HHSC upon request.
- 8.13.12** Report allegations of fraud or program abuse, sexual harassment, physical or verbal abuse as alleged by Clients or Attendants during trips authorized by HHSC. If Contractor believes the safety of the Driver,

Client(s) or other passengers is in jeopardy, or if a Client appears to be a danger to themselves or other passengers, Contractor must notify the appropriate law enforcement authorities and HHSC. Refer to Section 8.22.

8.13.13 Report to HHSC any Incidents, Accidents, or other events that affected or could potentially affect Contractor's ability to provide services to HHSC and the affected Client(s).

8.13.14 Inform HHSC of changes in contact personnel, see Section 8.5.

8.13.15 Immediately notify HHSC Provider Enrollment Management System in the event of a change in Contractor's ownership, entity legal name or legal operating status including the filing of a bankruptcy petition concerning Contractor or the placement of Contractor in receivership. Change in ownership or a change in the entity's legal name will require a contract amendment.

8.13.16 Submit vehicle insurance documentation for Contractor or Subcontractor(s), including renewals and any changes, modifications or amendments made to the insurance policies upon HHSC request.

8.13.17 Contractor must, at a minimum, keep records related to:

1. Travel Services:
 - a. Driver Logs, GPS, records on trips provided, Client No-Shows, cancellation, and reschedules.
2. Clients, claims, and financial supporting documentation for monitoring or audit. Claims and financial documents for transportation services must be kept separate from other funding sources;
3. Employee training records;
4. Subcontract agreements, including business associate agreements;
5. Vehicles;
6. Drivers; and
7. Complaints.

8.14 COMPLAINTS

Contractor shall:

8.14.1 Refer Clients, their Attendant or health care providers wanting to file a complaint to the following:

1. The HHSC Ombudsman at 877-787-8999.
 - a. Relay Texas for people with hearing or speech disability: 7-1-1 or 800-735-2989, or

- b. Submit online at <https://heartbep-ext.hhs.state.tx.us/omdLandingPage>; or
 2. HHSC Managed Care Contracts and Oversight Client Services at 877-633-8747.
- 8.14.2** Provide a comprehensive written response to the complaint by email at MedTransComplaints@hhsc.state.tx.us, until the HEART functionality becomes available. See Attachment 5 – Key Performance Standards.
- 8.14.3** Investigate complaints through methods such as:
1. Directly contacting the Client, Driver, and other passengers;
 2. Obtaining written statements from all involved parties;
 3. Viewing video footage, if available;
 4. Reviewing GPS records (see Section 8.9);
 5. Conducting in-person interviews with appropriate parties involved;
 - or
 6. Any other technique prescribed by Contractor that does not discount a Client or other's complaint against Contractor or cause a Client or others to feel intimidated or harassed by the Contractor.

8.15 CUSTOMER SERVICE REQUIREMENTS

Contractor shall establish and maintain written policies and procedures that:

- 8.15.1** Ensure Clients are treated with respect and dignity.
- 8.15.2** Ensure all employees are made aware of Client rights and responsibilities as delineated in [Title 1 Texas Administrative Code, Chapter 380, Subchapter C](#) .
- 8.15.3** Ensure that Client complaints are managed in accordance this OE and Contract requirements. Contractor must not retaliate or appear to retaliate against any individual who has submitted a complaint against Contractor or their Subcontractor, if any, or against a Client who has responded to a Client survey.
- 8.15.4** Ensure that the Contractor's policies and practices do not have the effect of excluding or limiting services because of a Client's race, color or national origin, or the effect of defeating or substantially impairing accomplishment of the objectives of MTP with respect to individuals of a particular race, color or national origin. Contractor shall take reasonable steps to provide services and information in appropriate languages other than English to ensure that persons with Limited English Proficiency (LEP) are effectively informed and can effectively participate and benefit from its services.

Contractor shall also ensure the following:

- 8.15.5** No Client or their Attendant must be required to provide or pay for the services of a translator or interpreter.
- 8.15.6** For LEP Client, Contractor shall identify and document on Client records the primary language or dialect of the Client and any need for translation or interpretation services.
- 8.15.7** Contractor must make every effort to avoid the use of any person under the age of 18 years or any family member or friend of the Client as an interpreter for essential communication with Client. A family member or friend may be used as an interpreter if this is requested by the Client and the use of such person would not compromise the effectiveness of services or violate the Client's confidentiality and the Client is advised that an interpreter is available free of any charge to the Client.

8.16 SUBCONTRACTING

- 8.16.1** If the Contractor intends to Subcontract all or part of the service, Contractor must provide HHSC a Subcontract template for review. HHSC must approve the template contract the Contractor intends to use before the Contractor may enter into a Subcontract. Any revisions, amendments, or deviations from the approved template contract must be approved by HHSC. The Contractor must not assign trips to a Subcontractor that does not have an executed Subcontract or an expired Subcontract. Once the Subcontract is executed, the Contractor must submit a new DUA to HHSC to include all new Subcontractors.
- 8.16.2** HHSC will review the Subcontract template for the following elements, at a minimum:
 - 1. Service area(s) or service county(ies);
 - 2. Payment administration and payment timing;
 - 3. Dispatching and scheduling;
 - 4. Pick-up and delivery standards;
 - 5. Urgent request/Same day service;
 - 6. Driver qualifications; and
 - 7. Inclusion of Contract and Contract attachments.

Contractor may Subcontract with any qualified entity.

For more specific information on provider type applicable service requirements please refer to Attachment 1 - Demand Response Transportation Services Requirements and Attachment 2 - Transportation Network Company Requirements.

8.17 VEHICLE REQUIREMENTS

- 8.17.1** A Contractor may Subcontract only with a transportation entity who is enrolled in Texas Medicaid and meets the same requirements of the OE and provides the same service and level of experience as required of Contractor.
- 8.17.2** Contractor assumes responsibility for all coordination, control, and performance of all Subcontractors.
- 8.17.3** HHSC reserves the right to require the removal of a Contractor's Subcontractor deemed unsatisfactory by HHSC.
- 8.17.4** Subcontracting is solely at the Contractor's expense. HHSC retains the right to check a Subcontractor's background and make a determination to approve or reject the use of the Subcontract(s) submitted. Any negative findings on state and federal databases as outlined in Section 14.1, Table 2, may result in disqualification of the Subcontractor.
- 8.17.5** Contractor shall maintain all project management, scheduling and responsibilities for Subcontractors.
- 8.17.6** Contractor shall pay all Subcontractor(s) in accordance with [Texas Government Code §2251.022](#).
- 8.17.7** Contractor must ensure the assignment and assumption provision, see Section 8.26.2, is included as a provision in all Subcontracts entered with transportation entities.

8.18 PERFORMANCE CRITERIA

HHSC 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 shall ensure that its Subcontractors abide by all requirements, terms, and conditions of this Contract. 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.

8.18.1 SPECIFIC PERFORMANCE STANDARDS

Contractor shall comply with all obligations and duties under the Contract. In addition, Contractor shall adhere to the following performance standards:

- 8.18.1.1** Service Delivery: 99 percent of all randomly selected trips that were assigned and accepted by Contractor were completed. Client cancellations, Client No-Shows and Contractor No-Shows are excluded.
- 8.18.1.2** On Time Drop-off: 95 percent of all randomly selected trips in which the Client was picked up and dropped off at their appointment were within no less than 15 minutes but no more than 1 hour prior to their scheduled appointment time.
- 8.18.1.3** On Time Pick-up: 95 percent of all randomly selected trips in which the Client was picked up are within 1 hour of notifying the DRTS to initiate return trip.
- 8.18.1.4** Hospital Discharge: 95 percent of all randomly selected trips in which the Client is picked up were within 3 hours of the Client or advocate notifying Contractor to initiate the trip.
- 8.18.1.5** Vehicle Roster: 99 percent of all or randomly selected trips in which the vehicles used met federal, state, and local ordinances.
- 8.18.1.6** Driver Roster: 99 percent of all or randomly selected Drivers met all driver background checks and screening requirements.
- 8.18.1.7** Client Complaints: 98 percent of prior Client complaints were resolved within 10 Business Days of complaint receipt by Contractor.
- 8.18.1.8** Class of service: 99 percent of randomly selected services were performed at the class of service (e.g., ambulatory, wheelchair) requested by HHSC.
- 8.18.1.9** Claims/Invoicing: 100 percent of claims/invoices submitted to the HHSC Claims Administrator were only for services performed and billed at the correct rate.
- 8.18.1.10** Staff Accessibility: 98 percent of time Contractor staff (someone with decision-making authority) was available to speak to HHSC by phone during normal business hours, and at times when Clients are aboard the vehicle used to provide services.

8.19 CONTRACTOR PERSONNEL PERFORMANCE

- 8.19.1** 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.
- 8.19.2** The Contractor must at all times employ sufficient personnel to carry out functions and services in the manner and time prescribed by the Contract.
- 8.19.3** The Contractor is 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.
- 8.19.4** HHSC 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 HHSC within 10 Calendar Days of HHSC request for removal, confirmation of the removal and assurance of continued, compliant Contract performance.

8.20 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 HHSC 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 HHSC 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 HHSC 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.

HHSC, 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.

8.21 BACKGROUND CHECKS FOR PERSONNEL

In addition to the requirements listed in Attachment 1, Demand Response Transportation Services Requirements, Contractor shall conduct, or will retain an independent third party to perform, comprehensive, statewide Texas Department of Public Safety (DPS) criminal and sex offender background checks on all Contractor personnel (e.g., permanent and temporary personnel and/or Subcontractor and Subcontractor personnel) who will be assigned as key personnel to perform services under the Contract. The Contractor is responsible for all background check expenses.

The background checks must be completed prior to any Contractor personnel arriving on state property, if applicable, and/or beginning the required Contract services.

Supporting documentation for the background checks is subject to review upon request by HHSC. Failure to produce the requested documentation, as with any violation of the Contract, may constitute grounds for termination of the Contract and/or Purchase Order for cause.

The background checks shall include, but not be limited to:

- Social Security Number verification.
- Statewide criminal and sex offender records for all Texas counties and out-of-state counties based on the current and previous addresses of the key personnel for the last seven years.

8.22 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 HHSC 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 HHSC contract manager, as applicable, within five days of the date Contractor learns of such financial circumstances after Contract award.

8.23 REPORTING CRITERIA

Contractor shall provide HHSC with the following reports in accordance with the specified frequency. HHSC reserves the right to request any report on an ad hoc basis to address internal stakeholder inquiry, legislative inquiry, request submitted through the Public Information Act (open records request) or for any other reason as HHSC deems necessary.

Report to HHSC	Reporting Method	Due to HHSC
Log of Client and Contractor No-Shows	Medtrans2@hhsc.state.tx.us	One Business Day following occurrence
Log of Client Add-on Trips	Email the following address: Medtrans2@hhsc.state.tx.us	One Business Day following occurrence
Report any Client(s) not transported due to law enforcement authorities being called	Call 1-877-633-8743, Monday through Friday, 8 a.m. – 5 p.m. Fax: 512-706-4991 Email the following email address: Medtrans2@hhsc.state.tx.us and copy your assigned HHSC monitoring staff email addresses provided post-contract execution	Immediately; followed with written report, no later than two Business Days following the occurrence

Report to HHSC	Reporting Method	Due to HHSC
Report any problems that affect the delivery of services and require implementation of the contingency plan	Call 1-877-633-8743, Monday through Friday, 8 a.m. – 5 p.m. Fax: 512-706-4991 Email the following addresses: Medtrans2@hhsc.state.tx.us and hhscmccocontracts@hhs.tx.us and copy your assigned HHSC monitoring staff email addresses provided post contract execution	Immediately; followed with written report no later than 24 hours after the issue was communicated to HHSC
Report any lawsuits filed against Contractor, which relate to or may affect their provision of services	Email the following addresses: hhscmccocontracts@hhs.tx.us and Medtrans2@hhsc.state.tx.us and copy your assigned HHSC monitoring staff email addresses provided post contract-execution	Immediately; followed with written report no later than 24 hours after the issue was communicated to HHSC
Contractor Information Sheet	Email the following addresses: hhscmccocontracts@hhs.tx.us and Medtrans2@hhsc.state.tx.us and copy your assigned HHSC monitoring staff email addresses provided post contract execution	Within two Business Days of request
Report Client complaints received by Contractor to HHSC	HEART (when available) Fax: 512-706-4991 Email the following address: Medtrans2@hhsc.state.tx.us	Within two Business Days of receipt of complaint
Respond to Client complaints received by HHSC	HEART (when available) Fax: 512-706-4991 Email the following address: Medtrans2@hhsc.state.tx.us	Within 10 Business Days

Report to HHSC	Reporting Method	Due to HHSC
Respond to legislative complaints	HEART (when available) Fax: 512-706-4991 Email the following addresses: Medtrans2@hhsc.state.tx.us and hhscmccocontracts@hhs.tx.us and copy your assigned HHSC monitoring staff email addresses provided post contract execution	Within 24 hours of receipt of complaint
Respond to access to care complaints	HEART (when available) Fax: 512-706-4991 Email the following address: Medtrans2@hhsc.state.tx.us	Within the date specified by HHSC
Respond to administrative complaints	HEART (when available) Fax: 512-706-4991 Email to the following addresses: Medtrans2@hhsc.state.tx.us and hhscmccocontracts@hhs.tx.us and copy your assigned HHSC monitoring staff email addresses provided post- contract execution	No later than the due date specified in the HHSC notification
Report cancellation or non-renewal of vehicle insurance	Email the following address: hhscmccocontracts@hhs.tx.us and copy your assigned HHSC monitoring staff email addresses provided post contract execution	Immediately; followed with written report no later than 24 hours after the issue was communicated to HHSC
Provide copy(ies) of vehicle insurance policy(ies) and subsequent renewal periods	Email the following address: hhscmccocontracts@hhs.tx.us and copy your assigned HHSC monitoring staff email addresses provided post contract execution	Upon request

Report to HHSC	Reporting Method	Due to HHSC
Report allegations of fraud or program Abuse, Sexual Harassment or physical or verbal Abuse committed by Client and/or Attendants during trips authorized by HHSC	Call 1-877-633-8743, Monday through Friday, 8 a.m. – 5 p.m. Fax: 512-706-4991 Email the following address: Medtrans2@hhsc.state.tx.us and copy your assigned HHSC monitoring staff email addresses provided post contract execution	Immediately; followed with written report no later than 24 hours after the issue was communicated to HHSC
Report Contractor witnessed or suspected child or adult Abuse or neglect as required by Texas law.	Email the following address: Medtrans2@hhsc.state.tx.us and copy your assigned HHSC monitoring staff email addresses provided post contract execution.	Immediately upon reporting as required by Texas law; followed with written report no later than 24 hours after the issue was communicated to HHSC
Report all vehicle Accidents or Incidents involving Client, Attendant, or Driver	HEART (when available) Email the following address: MTPAccidents_Incidents@hhsc.state.tx.us	Timeframes specified in Sections 8.13.6 and 8.13.7
Report changes in key personnel, see Section 8.5	Email the following addresses: hhscmccocontracts@hhs.tx.us and Medtrans2@hhsc.state.tx.us and copy your assigned HHSC monitoring staff email addresses provided post contract execution.	Within five Business Days of change
Report changes in Contractor's ownership or legal operating status including the filing of a petition in bankruptcy	Report changes in Contractor ownership to TMHP through the Provider Enrollment Management System (PEMS) Email the following address: hhscmccocontracts@hhs.tx.us	Immediately

Report to HHSC	Reporting Method	Due to HHSC
Complete a new DUA upon any changes to Subcontractors (i.e., executing or terming subcontracts).	Email completed DUAs, to include changes to Subcontractors, to the assigned HHSC monitoring staff email address(es) provided post contract execution.	DRTS must submit completed DUA no later than three Business Days of executing or terming subcontracts.

8.24 DELIVERABLES

Contractor shall submit all deliverables cited in Attachment 6, Deliverables, and meeting the HHSC-approved format and content requirements. Each deliverable will follow the deliverable submission process as follows:

8.24.1 The Contractor must submit each required deliverable on the specified timeframe.

8.24.2 The Contractor must make all changes requested by HHSC within five (5) Business Days.

8.24.3 The Contractor must employ an internal quality control process to ensure that all deliverables are complete, accurate and of high quality. The Contractor must provide deliverables that are responsive to the specific requirements for that deliverable.

8.24.4 The Contractor will be notified in writing of HHSC's acceptance of that deliverable.

8.24.5 Any other additional required reports as determined by HHSC, see Attachment 6, Deliverables.

8.25 INVOICE REQUIREMENTS AND PAYMENT

8.25.1 INVOICE REQUIREMENTS

8.25.1.1 Contractor must submit claims through HHSC's Claims Administrator's Electronic Data Interchange (EDI) claims processing system using TexMedConnect or a third-party billing vendor.

8.25.1.2 If Contractor opts to use a third-party billing vendor, the vendor must go through HHSC's Claims Administrator testing and approval prior to submitting claims.

- 8.25.1.3** Claims must contain Contractor's complete name, address, and Provider identifier to avoid unnecessary delays in processing and payment.
- 8.25.1.4** For paper or electronic claim payments to be considered, Contractor must adhere to the time limits described in the Texas Medicaid Provider Procedures Manual (TMPPM) <https://www.tmhp.com/resources/provider-manuals/tmppm>. Claims received after the claims filing deadlines are not payable.
- 8.25.1.5** Payment requirements. Only authorized service(s) for Clients are eligible for payment.
- 8.25.1.6** Training on claim submission is provided through the HHSC Claims Administrator's Learning Management System (LMS) at <https://learn.tmhp.com/>.

8.25.2 PAYMENT

- 8.25.2.1** Contracts issued under this OE will be paid using a fee for service (FFS) payment methodology.
- 8.25.2.2** Contractor must bill for services rendered at its U&C, if applicable. The U&C must not be higher than the fees charged to Contractor's private-pay patients. If special charges are applicable based on Special Needs of the Client or services provided, a different U&C charge may be specified for those individuals or services. Refer to the [Texas Medicaid Provider Procedures Manual: Vol.1, Section 1: Provider Enrollment and Responsibilities, Subsection 1.7.11, Provider Certification/Assignment](#).
- 8.25.2.3** The rates that follow are subject to change. An addendum will be issued to the OE and posted to the HHSC Open Enrollment Opportunities web page <https://resources.hhs.texas.gov/open-enrollments>, if rates change.
- 8.25.2.4** Contractor will be reimbursed at a rate of \$32.38 per one-way (leg) for trips originating in a metro (urban) county completed in accordance with the Contract requirements. Reimbursement will be calculated by the number of seats authorized by HHSC for each one-way (leg) of the trip.
- 8.25.2.5** Contractor will be reimbursed at a rate of \$76.22 per one-way (leg) for trips originating in a rural county completed in

accordance with the Contract requirements. Reimbursement will be calculated by the number of seats authorized by HHSC for each one-way (leg) of the trip.

8.25.2.6 Contractor will be reimbursed at a rate of \$59.64 per one-way (leg) for trips originating in a micro (suburban) county completed in accordance with the Contract requirements. Reimbursement will be calculated by the number of seats authorized by HHSC for each one-way (leg) of the trip.

8.25.2.7 The following are the terms for payment:

8.25.2.7.1 Contractor shall not be entitled to payment until service(s) have been provided to Client(s), and a claim has been submitted within 95 days of the date of service.

8.25.2.7.2 Any claim submitted by Contractor for payment exceeding 95 days from the date of service will not be paid in accordance with Medicaid requirements.

8.25.2.7.3 Contractor will be reimbursed for the space an Attendant or Service Animal occupies on a transport vehicle. If Contractor offers the general public free transportation for an Attendant or Service Animals, Contractor is prohibited from billing HHSC for the service provided to the Client's Attendant or Service Animal.

8.25.2.7.4 Contractor shall not be entitled to payment for Add-on Trips when Contractor fails to notify HHSC in accordance with Section 8.13.4.

8.25.2.7.5 Contractor shall not be entitled to payment for Client No-Shows or Contractor no-shows.

8.25.2.7.6 Claims submitted by Contractor for services without prior approval from HHSC shall not be reimbursed.

8.25.2.7.7 Processing for payment of Contractor claims will commence upon receipt of a complete and finalized claim.

8.25.2.7.8 Warrants will be held if there is a tax liability or restitution on payment to Contractor. It will be the responsibility of Contractor to resolve this issue.

8.25.2.7.9 HHSC will have the right to withhold all or part of any future payments to Contractor to off-set any payment made to Contractor for any ineligible expenditure or for any and all expenses incurred due to Contractor's non-performance. Any payment due to the State may be withheld from funds owed to Contractor.

8.26 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 D. The Applicant must complete, sign, and return with its Application Exhibit D, (Texas HHS System - Data Use Agreement – Attachment 2, Security and Privacy Initial Inquiry (SPI)).

8.27 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. 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 HHSC, that is not accepted in writing by HHSC, or that conflicts with applicable law, this OE, any resulting Contract, or applicable terms and conditions will not constitute part of the Contract.

8.27.1 TERMINATION FOR CONVENIENCE

Contractor may terminate this Contract for convenience and without penalty with 90 days prior written notice. The termination date will be calculated from the last day of the month in which the notice was received following 90 days from the date the notice of intent to terminate is received by HHSC.

8.27.2 ASSIGNMENT/ASSUMPTION OF SUBCONTRACTORS UPON TERMINATION

If HHSC terminates the Contract for any reason, Contractor, upon HHSC's request, shall consent to assignment or assumption of any of its Subcontracts, as applicable, or discrete provisions thereof, for services and deliverables provided under the Contract to HHSC or HHSC's designee. Such an assignment or assumption will be valid for at least 181 Calendar Days before Subcontractor can terminate the agreement with HHSC. Any Subcontracts or Subcontract amendments that Contractor executes after the effective date of the Contract must contain the Subcontractor's express agreement that HHSC has the foregoing option.

8.28 STANDARDS OF CONDUCT FOR VENDORS

Pursuant to [Title 1, Part 15, Chapter 391.405\(a\), Subchapter D, Texas Administrative Code](#), 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, [Title 1, Part 15, Chapter 391.405\(a\), Subchapter D, Texas Administrative Code](#)).

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, Part 15, Chapter 391.405\(a\), Subchapter D, Texas Administrative Code](#), 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, Part 15, Chapter 391.405\(a\), Subchapter D, Texas Administrative Code](#), 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.

9 HHSC CONTRACT ADMINISTRATION

HHSC will designate a contract manager and provide the contract manager's contact information to the Contractor.

After award of any Contract resulting from this OE, all communications related to the Contract must be processed through the designated contract manager. Additional requirements included in a resulting Contract apply to legal notices which must be provided to the HHS Chief Counsel.

10 INSURANCE REQUIREMENTS

10.1 INSURANCE COVERAGE

In its Application, Applicant must provide 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 in this section to transport HHSC Clients, as applicable, and any bonds required. Applicant should also describe other insurance coverage maintained by Applicant in the ordinary course of business and provide proof of same with its Application. HHSC may request any

form of proof of insurance or bond coverage as HHSC, in its sole discretion, deems necessary.

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

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

Contractor shall maintain the required insurance 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.

10.2 GENERAL INSURANCE REQUIREMENTS

10.2.1 Contractor shall carry insurance in the types and amounts indicated for the duration of the Contract. The insurance must be evidenced by delivery to HHSC of certificate of insurance (COI) executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, HHSC, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements.

10.2.2 Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to HHSC.

10.2.3 Contractor shall provide and maintain all insurance coverage with the minimum amounts described throughout the Contract term.

10.2.4 Failure to maintain insurance coverage, as required, may be grounds for Contract termination for cause.

10.2.5 Contractor shall deliver to HHSC true and complete copies of COI and corresponding insurance policy endorsements upon HHSC's determination of Applicant's qualifications to provide DRTS services under this OE.

10.2.6 Failure of HHSC to demand such COI or other evidence of Contractor's full compliance with these insurance requirements or failure of HHSC to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

10.2.7 The insurance coverage and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to HHSC in the Contract.

10.2.8 The insurance coverage and insurance limits established below shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.

10.2.9 Coverage must be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated "A" or better by AM Best or similar rating company or otherwise acceptable to HHSC.

10.3 REQUIRED INSURANCE POLICY CLAUSES

10.3.1 Insurance policies must include the following clauses, as applicable:

- 10.3.1.1** This insurance must not be canceled, materially changed, or non-renewed except after 30 days written notice has been given to HHSC by emailing to HHSC Managed Care Contracts and Oversight at hhscmccocontracts@hhs.texas.gov.
- 10.3.1.2** Contractor's insurance must be deemed primary with respect to any insurance or self-insurance carried by HHSC for liability arising out of operations under the Contract with HHSC. Texas Health and Human Services Commission, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with HHSC. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.
- 10.3.1.3** A waiver of subrogation in favor of the Texas Health and Human Services Commission must be provided in all policies. The term 'Texas Health and Human Services Commission' must be spelled out on the waiver of subrogation.
- 10.3.1.4** Without limiting any of the other obligations or liabilities of Contractor, Contractor must require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional insurance policy conditions as shown above.
- 10.3.1.5** As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's COI must note in such event that

Subcontractors are included as additional insureds and that Contractor agrees to provide workers' compensation coverage for Subcontractors and their employees. Contractor must obtain and monitor the COI from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the COI for the duration of the Contract plus seven years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

10.4 SPECIFIC INSURANCE REQUIREMENTS

For the full term of the Contract, including the original Contract term and all periods of renewal and all additional extensions, Contractor and its Subcontractors, if any, shall obtain and maintain all insurance coverage as set forth below. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

10.4.1 WORKERS' COMPENSATION

Contractor shall maintain Workers' Compensation insurance coverage in accordance with statutory limits, with the policy endorsed to provide a waiver of subrogation in favor of the Texas Health and Human Services Commission, employer's liability insurance of not less than:

1. \$1,000,000 each accident;
2. \$1,000,000 disease each employee; and
3. \$1,000,000 disease policy limit.

10.4.1.1 Contractor must ensure HHSC's address is documented on the COI.

10.4.2 COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage provided should include any automobile, including hired and non-owned automobile liability, including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of:

1. \$1,000,000 per occurrence;
2. \$2,000,000 aggregate limit;
3. \$5,000 Medical Expense each person;
4. \$1,000,000 Personal Injury and Advertising Liability;
5. \$2,000,000 products and completed operations aggregate limit; and

6. Abuse and Molestation Endorsement.

10.4.3 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE.

Coverage provided shall include any automobile, including owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000 per accident. No aggregate shall be permitted for this type of coverage.

10.4.4 CYBER/PRIVACY LIABILITY INSURANCE POLICY.

Cyber Liability Insurance \$1,000,000 Claim/\$1,000,000 Aggregate.

Contractor shall provide Cyber/Privacy Liability Insurance. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and must include loss to electronic vandalism to electronic data, electronic data, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The cyber/privacy liability insurance policy must provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The cyber/privacy liability insurance policy must include coverage for a third party's willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, HHSC requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the Entity.

10.4.5 UMBRELLA LIABILITY INSURANCE

Respondent shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Respondent for an amount of not less than \$1,000,000 per occurrence that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required herein above.

The umbrella liability insurance policy must provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

10.5 ALTERNATIVE INSURABILITY

Notwithstanding the preceding, HHSC reserves the right to consider reasonable alternative methods of insuring the Contract in lieu of the insurance policies required. It will be the Applicant's responsibility to recommend to HHSC alternative methods of insuring the Contract. Any alternatives proposed by Applicant should be accompanied by a detailed explanation regarding Applicant's inability to obtain the required insurance and/or bonds. HHSC shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage. Alternative Insurability methods for consideration are described in Texas Transportation Code Chapter 601.

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 §522](#), 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:

1. Mark Original Application:

- a. 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
- b. 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);

2. Certify in Original Application - HHS Solicitation Affirmations

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

3. 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:

- a. 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);
- b. Each portion Applicant claims is exempt from public disclosure must be redacted; and
- c. Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in subsection (3) of this section must be identical to those set forth in the original Application as required in section 1(b), 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 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, HHSC, 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.

HHSC 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. HHSC 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, 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.

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 HHSC 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.**

13 REQUIRED APPLICATION DOCUMENTS

Documentation Required for Submission

All documentation listed must be 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

Must be completed and signed.

Important Note: Applications received without the signed Exhibit A will be disqualified.

2. OE Addenda, if applicable - signed**3. Exhibit C – Federal Assurances and Certification**

Completed and signed

4. Exhibit D - DUA, – Attachment 2 (Security and Privacy Initial Inquiry) – completed and signed**5. 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.

References:

Respondents must provide a minimum of three (3) references for contracts of similar size and scope of services within the last 2 years.

For each reference, provide the following documentation with Application:

- a. Name, address, and phone number for each reference;
- b. Dates services performed and/or goods provided;
- c. Description of services performed and/or goods provided; and
- d. Key staff assigned to the referenced contract/project who will be designated for work for any resulting Contract under this OE

Licensure or Accreditation

Provide current copies of all required Licensure and Accreditation for the Applicant and Applicant's personnel as applicable.

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.

6. 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.

7. Executive Summary

a. Statement of Work – Section 8.4

Provide the Applicant's approach to meeting the requirements of the Statement of Work including any other requirements of this OE.

b. 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.

c. Court or Governmental Agency Proceedings, Investigations, or Other Actions:

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

d. Former Employees of a Texas State Agency:

Applicant must provide the following information regarding individuals that formerly worked for any Texas state agency and now work for Applicant or any of Applicant's subcontractors:

Name:

Address:

Phone Number:

State agency for which previously worked:

Dates of employment for each identified state agency:

Any additional information requested by HHS regarding identified individuals must be provided by Applicant.

8. Notice of Criminal Activity – Reference Section 8.20

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.

9. Notice of Insolvency or Indebtedness – Reference Section 8.21

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.

10. Applicant Contact Information

- a. Provide name and titles of personnel for contact information:
 - i. Person Authorized to Sign Contract
 - ii. Primary Contact for Questions Regarding Application
 - iii. Financial Officer
 - iv. Accounts Payable
 - v. Primary Contact for Contract Management
 - vi. Alternate Contact for Contract Management
- b. Provide this information for each contact listed above:
 - a. Name and Title
 - b. Mailing Address
 - c. Phone Number
 - d. E-mail Address

11. Contractor Service Locations – Reference Section 8

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

- a. Location Name
- b. Physical Address
- c. Phone Number
- d. E-mail Address
- e. Services Offered

12. Subcontractor Information

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

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

13. Insurance – Reference Section 10

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.

HHSC may designate a deadline for submission of proof of required insurance. Failure to timely submit acceptable proof may result in HHSC 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.

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

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

The complete Application must be submitted to:

HHSC Managed Care Contracts and Oversight

Email: hhscmccocontracts@hhs.texas.gov

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, Section 13, Required Application Documents, and ensuring timely e-mail receipt by HHSC.

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 HHSC be responsible or liable for any delay or error in delivery. Applications must be RECEIVED by HHSC 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 HHSC at the proper destination server before the submission deadline.

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

IMPORTANT NOTE: HHSC recommends a 10MB limit on each attachment. This may require Applicants to send multiple e-mails to HHSC at hhscmccocontracts@hhs.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. HHSC is not responsible for documents that cannot be read or converted. Unreadable applications may be, in HHSC'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. HHSC'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. HHSC takes no responsibility for e-mailed Applications that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any HHSC 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 HHSC upon receipt and will not be returned to Applicants.

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

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

14.3 NON-RESPONSIVENESS TO HHSC REQUEST

HHSC will consider the Applicant non-responsive and close the Application when additional information or clarification requested is not submitted within 10 Business Days. Failure by the Applicant to submit the additional information or clarification timely requires the Applicant to resubmit a new Application for consideration with the open OE period.

15 SCREENING OF APPLICATIONS

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

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

HHSC 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 HHSC 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.

HHSC reserves the right to:

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

Informalities:

HHSC reserves the right to waive minor informalities in an Application. A "minor informality" is an omission or error that, in HHSC'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.

HHSC, 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 HHSC. Failure to respond before the deadline may result in HHSC's 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).

15.2 VERIFICATION OF PAST VENDOR PERFORMANCE

HHSC 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 HHSC.

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:

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

In addition, HHSC 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:

1. Notices of termination;
2. Cure notices;
3. Assessments of liquidated damages;
4. Litigation;
5. Audit reports; and
6. Non-renewals of contracts.

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

16 AWARD PROCESS

16.1 CONTRACT AWARD AND EXECUTION

HHSC, 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.

HHSC intends to award one or more Contracts as a result of this OE.

All awards are contingent upon approval of the HHSC Executive Commissioner or the HHSC Executive 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>

<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.texas.gov/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.

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, HHSC 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, HHSC reserves the right to enter into an interagency or interlocal agreement with the governmental entity.

17 DISCLOSURE OF INTERESTED PARTIES

Subject to certain specified exceptions, [Texas Government Code §2252.908](#), 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 of the Texas Government Code Chapter 3 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 [Texas Government Code §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 HHSC, 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: [Texas Government Code §2252.908](#) and Disclosure of Interested Parties at [1 Texas Administrative Code §46](#).

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

18 PROTEST NOT PERMITTED

This Procurement is non-competitive and cannot be protested by an Applicant who is not awarded a Contract, in accordance with [1 Texas Administrative Code §391.303](#).

19 EXHIBITS AND ATTACHMENTS

Attachment 1 –Demand Response Transportation Services Requirements

Attachment 2 – Transportation Network Company (TNC) Requirements

Attachment 3A - Medical Transportation Program Fee-For-Service Transportation Service Region Map

Attachment 3B – Transportation Service Area County List

Attachment 4 – Authorized Holidays

Attachment 5 – Key Performance Standards

Attachment 6 – Deliverables

Exhibit A – HHS Solicitation Affirmations, v.2.7, July 2025

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

Exhibit C – Federal Assurances and Certification

Exhibit D – HHS Data Use Agreement, v.8.5, October 23, 2019; and Attachment 2, Security and Privacy Initial Inquiry

Exhibit E – Federal Certification Regarding Lobbying

Exhibit F – HHS Contract Affirmations, v.2.6, July 2025

Exhibit G – HHS Additional Provisions, Version 1.0, November 7, 2019

Exhibit H – FFATA Certification Form

ATTACHMENT 1 – DEMAND RESPONSE TRANSPORTATION SERVICE DRIVER REQUIREMENTS

1. DRTS DRIVER STANDARDS

Contractor shall:

- 1.1** Ensure Drivers are at least 18 years of age.
- 1.2** Ensure that Drivers have a valid Driver's license as required by law prior to providing transportation services.
- 1.3** Ensure Drivers do not have a felony or misdemeanor conviction, within seven years prior to the initial hire date or any time after the hire date, of:
 - 1.3.1** Driving while intoxicated (DWI) or driving under the influence (DUI);
 - 1.3.2** An act of Abuse, neglect, or exploitation of children, the elderly or persons with disabilities as defined in [Texas Family Code § 261](#) and the [Texas Human Resources Code §48](#);
 - 1.3.3** An offense under the Texas Penal Code, as amended, against the person; against the family; against public order or decency; against public health, safety or morals; against property; and
 - 1.3.3.1** [Texas Health and Safety Code §481](#), (Texas Controlled Substances Act).
 - 1.3.3.2** Ensure Drivers are not found to have conducted or found in any acts prohibited by the [Texas Human Resources Code §36](#), (Health Care Fraud Prevention).
- 1.4** Ensure Individuals with any criminal conviction that falls within Attachment 1, Section 14 that occurred within seven (7) years prior to the hire date or any time after the hire date shall not be allowed to participate in providing services under the Contract. Any services that are determined to have been provided by a person not eligible to provide services under the Contract may be subject to liquidated damages, see Attachment 5 – Key Performance Standards.
- 1.5** Ensure a person on deferred adjudication is barred from providing services under this Contract or a Subcontract until successful completion of the terms of the deferred adjudication and dismissal of the charge or charges.

- 1.6** Have hiring and screening procedures in place to ensure that anyone who transports Clients under the requirements of the Contract meets all applicable requirements.
- 1.7** Implement and maintain a drug and alcohol testing program in compliance with federal regulations found at [49 CFR Part 40](#) and [49 CFR Part 655](#). Use of any substance that may impair the operation of the motor vehicle by the Driver is prohibited.
- 1.8** Maintain and retain documentation that reflects each Driver's history of all moving citations and violations maintained under [Transportation Code §521](#) throughout the term of the Contract. Drivers must not possess more than two (2) moving violations either on or off the job for the previous 12 months. A Driver who does not meet driving history requirements as specified in the Contract may not provide DRTS under the Contract.
- 1.9** Require Drivers to wear easy-to-read company identification, be clean in appearance, and maintain a neat appearance while on duty.
- 1.10** Ensure that Drivers observe all applicable Texas safety restraint laws at all times during the delivery of NEMT Services.
- 1.11** Ensure Drivers adhere to all federal, state and local Health Insurance Portability and Accountability Act (HIPAA) guidelines.

2. DRTS DRIVER CONDUCT

Contractor must:

- 2.1** Ensure that Drivers do not accept, charge, solicit, or receive any gift, money, tips, or other compensation from any Clients or Attendants under any circumstance. Such offers must be reported to HHSC staff for follow-up with the Client and may be reported to the HHSC Office of Inspector General.
- 2.2** Ensure that Drivers do not use tobacco products, including electronic cigarettes and related materials, during the performance of any service under the Contract.
- 2.3** Ensure that Drivers consider the comfort of Clients, make rest stops, and other reasonable accommodations as requested by the Client or Attendant.
- 2.4** Ensure that Drivers do not possess any controlled substances that are not valid medical prescriptions or use, consume, or be under the influence of alcohol or prescribed drugs that impair the Driver's ability, while on duty, to perform transportation services.

- 2.5** Ensure that Drivers do not touch any Client or Attendant except as appropriate and necessary to assist the Client or Attendant into or out of the vehicle, into a seat, and to secure the seatbelt, when the Client or Attendant requests assistance, or as necessary to render first aid or assistance for which the Driver has been trained.
- 2.6** Ensure that Drivers do not wear any type of headphones or earphones while on duty performing transportation services.
- 2.7** Ensure that Drivers do not use a cell phone or texting device while driving, except for voice activated navigation.
- 2.8** Ensure that Drivers interact in a professional manner. This includes, at a minimum, protecting passenger confidentiality, avoiding offensive or vulgar language or topics, maintaining an appropriate professional relationship, and treating passengers with respect.
- 2.9** Ensure that Drivers do not eat or consume any beverage while in the vehicle, driving or in the presence of any Client or Attendant.
- 2.10** Ensure that Drivers exit the vehicle to open and close vehicle doors when the Client and their Attendant enter or exit the vehicle and provide Passenger Assistance to the Client entering or exiting the vehicle.
- 2.11** Ensure that Drivers properly identify and announce their presence to the Client and their Attendant at the specified pick-up location.
- 2.12** Ensure that Drivers assist the Client or Attendant in the process of being seated, including fastening of seat belts, when the Client or Attendant requests assistance. This does not include the securement of child safety seats or securing an infant or child who is younger than eight years of age in properly installed child safety seats.
- 2.13** Ensure that Drivers confirm, prior to leaving the pickup location, that wheelchairs are properly secured and that the Clients are properly seat-belted, secured, or restrained in their wheelchair.
- 2.14** Ensure that Drivers provide support and verbal directions to Clients. This includes the movement of wheelchairs and mobility-limited Clients as they enter or exit the vehicle using the wheelchair lift or ramp. Such assistance includes stowage by the Driver of mobility aids and folding wheelchairs but not a Client's personal items.
- 2.15** Ensure that these standards of conduct are included in any Subcontracts.

3. DRTS DRIVER MOTOR VEHICLE STANDARDS

Contractor must:

- 3.1** Provide and ensure the availability of a sufficient and reliable fleet of vehicles, including Americans with Disabilities Act (ADA) compliant vehicles, are available and adequate to meet the specified transportation service requirements for all Clients in the geographical service area.
- 3.2** Contractor must ensure that all vehicles used for transporting Clients and Attendants:
- 3.2.1** Comply with all applicable state and federal laws including, but not limited to the ADA, Guidelines for Accessible Vehicles at [49 CFR Part 38](#), Federal Motor Vehicle Safety Standards at [49 CFR Part 571](#), and [Transportation Code §547](#).
- 3.2.2** Meet or exceed warranty and component standards for both state and federal safety mechanical operating and maintenance standards.
- 3.2.3** Are identified with Contractor or Subcontractor's name and vehicle number using letters that are at a minimum six inches in height. Vehicles also must display a "How is my driving?" sticker with a phone number that may be used by the public to report the behavior of the Driver.
- 3.2.4** Have a communication system or, if equipped with a Mobile Data Terminal (MDT), that is always maintained in proper operable condition and in accordance with manufacturer's recommended maintenance procedures as well as with applicable federal and state laws, rules, and regulations.
- 3.2.5** Have signage that is adequate to inform passengers of applicable safety precautions and standards they (passengers and Drivers) will be required to follow in accordance with all applicable state and federal laws, rules, and regulations.
- 3.2.6** Have signage posted within the vehicle that reads:
- 3.2.6.1** "No Smoking, Eating or Drinking."
- 3.2.6.2** "All passengers must wear seat belts."
- 3.2.6.3** "Concealed Weapons Prohibited."
- 3.2.7** Have properly functioning, clean, and accessible seat belts for each passenger seat position that shall be stored off the floor when not in use.
- 3.2.8** Have a properly functioning speedometer and odometer.
- 3.2.9** Have working interior lights within the passenger compartment.
- 3.2.10** Have adequate interior sidewall padding and ceiling covering.
- 3.2.11** Have two exterior rear-view mirrors, one on each side of the vehicle.

3.2.12 Are equipped with an interior mirror. This interior mirror shall be for monitoring the passenger compartment.

3.2.13 Maintain a clean interior and exterior.

3.2.14 Have exteriors that are free of broken mirrors or windows, excessive grime, rust, chipped paint, or major dents which detract from the overall appearance of the vehicle.

3.2.15 Have the vehicle floor covered with commercial anti-skid, ribbed rubber flooring or carpeting. Ribbing shall not interfere with wheelchair movement between the lift and the wheelchair positions.

3.2.16 Are equipped with a functional fire extinguisher. The fire extinguisher shall be secured within reach of the Driver and visible to passengers for use in emergencies when the Driver is incapacitated.

3.2.17 Are equipped with a first aid kit. The first aid kit shall, at a minimum, include: disposal gloves, hazardous waste disposal bags, scrub brush, disinfectant, and deodorizer.

3.2.18 Are equipped with working heating and cooling systems adequate for the heating, cooling, and ventilation needs of both Driver and passengers. Any vehicle with a non-functioning heating and cooling system shall be placed out-of-service until repaired.

3.2.19 Have a retractable step or a stepstool to aid in passenger boarding if the vehicle is not already equipped with a running board or similar device. Contractor or Subcontractor must ensure that Drivers do not use milk crates or similar makeshift step stool configurations as a step stool.

3.2.20 Have three portable triangular reflectors mounted on stands. Use of flares or similar substitutes are prohibited.

3.2.21 Have a vehicle information packet in each vehicle that includes:

3.2.21.1 Vehicle Registration;

3.2.21.2 Vehicle Emission, where applicable by law;

3.2.21.3 Insurance Card;

3.2.21.4 Accident and Incident procedures and forms; and

3.2.21.5 Map(s) of the service area with sufficient detail to locate a Client and health care facilities. Voice activated navigation is allowed.

3.3 A vehicle found deficient with any of the following must not be used for transporting Clients and Attendant:

3.3.1 Contract requirements, including specifications in the OE.

3.3.2 Any state or federal law, rule, or regulation.

3.3.3 Overall condition of vehicle creates a health or safety hazard for the Client and Attendant.

3.3.4 Vehicles receiving two (2) substantiated complaints from Clients, Attendants, health care providers, or HHSC staff concerning cleanliness, temperature, or other deficiencies within a 10-day period.

3.4 Contractor must document appropriate corrective actions taken to address all deficiencies before a vehicle is cleared to be used for transporting Clients and Attendants. All corrective actions taken on a vehicle, and all supporting documentation, must be maintained for each vehicle's permanent record, and made available to HHSC upon request.

4. DRTS MOTOR VEHICLE REGISTRATION INFORMATION

4.1 Contractor must maintain the following records and related information for each vehicle in Contractor's or Subcontractor's transportation network:

4.1.1 Manufacturer, model, and model year.

4.1.2 Vehicle Identification Number (VIN) and vehicle fleet number, if any.

4.1.3 Type of vehicle (sedan, minibus, wheelchair van).

4.1.4 License plate number.

4.1.5 Insurance certifications.

4.1.6 Texas Department of Motor Vehicles (DMV)-issued registration.

4.1.7 Special equipment (lift, ramp, etc.).

4.1.8 Communication device installed, if any (e.g., two-way radio, Citizens Band Radio (CB), (MDT).

4.1.9 Navigation system installed, if any.

4.1.10 Description of inspection activity and date (e.g., verification that vehicle meets vehicle requirements, inspection of equipment such as brakes, tire tread, turn signals, horn, seat belts, air conditioning/heating, etc.).

4.1.11 History of all vehicle inspections.

4.1.12 Maintenance records for each vehicle used to transport Clients for the term of the Contract.

This information must be provided to HHSC upon request.

5. DRTS MOTOR VEHICLE MAINTENANCE

- 5.1** Contractor must develop, implement, and maintain an annual inspection process to verify that all its vehicles meet applicable federal, state, and local ordinances. The inspection must review that safety and passenger comfort features are in good working order (e.g., brakes, tire tread, turn signals, horn, seat belts, and air conditioning/heating). Contractor may conduct these annual inspections using its own staff or an alternate method approved by HHSC. Contractor must have procedures that, at a minimum, track and document:
- 5.1.1** Routine vehicle maintenance.
 - 5.1.2** Annual vehicle registration.
 - 5.1.3** Annual inspection.
 - 5.1.4** Current liability insurance.

6. CLEAN AIR VEHICLE QUALITY CONTROL

- 6.1** It is the intent of the state to reduce air pollution with preference that all vehicles used to provide public transportation services comply with specified emissions standards. Standards may vary among geographic areas based on the need of each area to reduce levels of air pollution. Contractor must make a good faith effort to maximize the use of clean air vehicles.

7. AUTOMATION REQUIREMENTS

- 7.1** Contractor must perform system upgrades as necessary to maintain compatibility with TMTS, TexMedConnect or Electronic Data Interfaces. Contractor must make any necessary procedural or operational changes at no cost to HHSC.

Contractor must:

- 7.1.1** Ensure automated systems and procedures related to MTP operations meet all federal and state privacy and security requirements in addition to specifications detailed in the OE. Specific security requirements are documented below.
- 7.1.2** Develop plans that assess security risk in compliance with the following resources, as summarized below:
 - 7.1.2.1** [1 Texas Administrative Code, Part 10, Chapter 202, Subchapter B.](#)
 - 7.1.2.2** Federal Information Processing Standards Publication 200 <https://csrc.nist.gov/pubs/fips/200/final>.

7.1.2.3 National Institute of Standards and Technology Special Publication 800-53 [SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations | CSRC](#).

7.1.3 Have well documented processes to protect the automated systems and information resources against accidental or unauthorized access, disclosure, damage or loss.

7.1.4 Ensure its management information system comports with applicable certificate of coverage and data specification and reporting requirements promulgated pursuant to the [Health Insurance Portability and Accountability Act \(HIPAA\) of 1996, P.L., 104-191 \(August 21, 1996\)](#), as amended or modified.

7.1.5 Maintain hardware, software, internet, and communication equipment (including high-speed fax machine) to support automated services necessary to carry out the requirements of the Contract.

7.1.6 Have written policies and procedures in place to ensure the security of both system and HHSC IAMOnline portal passwords and content, including prohibitions against the sharing of or access to any HHSC electronic management system with Subcontractors and any person or entity outside of Contractor's organization.

7.1.6 Report any system problems to HHSC within a maximum of one (1) hour and work with HHSC to ensure that the system is working properly.

8. FINANCIAL MANAGEMENT REQUIREMENTS

8.1 HHSC will have the right to withhold all or part of any future payments to Contractor to off-set any payment made to Contractor for any ineligible expenditure or for any and all expenses incurred due to Contractor's non-performance. Any payment due to the State may be withheld from funds owed to Contractor.

Contractor's financial system must:

8.1.2 Include electronic billing system that accurately compiles, records, and maintains billing data for Client services.

8.1.3 Provide records that contain all pertinent documentation, including Driver's logs, digital signatures, and GPS or other location mechanism established by Contractor, for each service billed to HHSC. See Attachment 6, Deliverables.

8.1.4 Include accurate controls of verifiable documentation that delivered services were approved by HHSC.

8.1.5 Include accurate controls that services were delivered.

Contractor must submit claims to HHSC Claims Administrator no later than 95 days from the date of service. See Section 8.25.2.

9. TRAINING PLAN, TRAINING RECORDS AND TRAININGS

Contractor must:

- 9.1** Have a written plan and schedule for staff training. Training plan and training records must be available for review by HHSC and include the training requirements listed in Table 1 below.
- 9.2** Have a system to track training for each employee.
- 9.3** Conduct regularly scheduled training activities on service delivery, automation, and programmatic requirements for all existing and new Contractor and Subcontractor staff, including, but not limited to, administrative staff, dispatchers and Drivers.

Table 1

Training Subject	Training Frequency
Overview of Medical Transportation DRTS	Within 30 Calendar Days of hire.
ADA training	Within Every 2 years
Basic First Aid	Within 30 Calendar Days of hire and every 2 years thereafter
Transfer and proper restraint of mobility devices including scooters	Within 30 Calendar Days of hire and every 2 years thereafter
When and How to Call for Emergencies	Annually
Dealing with Client with behavior and/or violent behaviors and handling difficult callers/passengers	Within 30 Calendar Days of hire and every 2 years thereafter
Claims processing requirements: 1. HHSC's Claims Administrator's Learning Management System (LMS)	Every 2 years
Texas Medical Transportation System (TMTS): 1. Trip Manifest 2. Add-on Trip 3. Cancellation 4. No Show	Every 2 years

Training Subject	Training Frequency
Motor Vehicle Qualifications and Conduct (e.g., prohibited behavior, including use of offensive language, use of tobacco, alcohol or drugs, and sexual harassment)	Within 30 Calendar Days of hire and annually thereafter
Civil Rights	Within 30 Calendar Days of hire and every 2 years thereafter
Fraud, Waste, and Abuse	Within 90 Calendar Days of hire and annually thereafter
Cultural Competency Training	Within 30 Calendar Days of hire and every 2 years thereafter
Customer Service	Within 30 Calendar Days of hire and every 3 years thereafter
Non-discrimination and sensitivity	Within 30 Calendar Days of hire and annually thereafter
Passenger Assistance Techniques/Orientation Program	Within 30 Calendar Days of hire and every 3 years thereafter
Passenger Safety	Within 30 Calendar Days of hire and annually thereafter
Assistive Devices (e.g. wheelchair lifts, tie-down equipment, and child safety seat (Does not include securement of the child safety seat)	Within 30 Calendar Days of hire and annually thereafter
Defensive Driving	Within 30 Calendar Days of hire and every 2 years thereafter
GPS	Within 30 Calendar Days of hire

10. TRANSPORTATION SERVICE OPERATION PLAN

10.1 Contractor must develop a transportation service operation plan (Plan) that demonstrates the ability and capacity of Contractor to successfully fulfill the requirements specified in Section 8 of the OE. The Plan must include the following information:

10.1.1 Indicate the geographical service area Contractor is seeking to provide DRTS, see Attachment 3A– Medical Transportation Program Fee-for-Service Transportation Service Region Map.

10.1.2 Indicate Contractor’s established geographical service area, including whether Contractor provides travel beyond the service or cross region(s) for which Contractor is seeking to provide DRTS, and hours of operation.

10.1.3 Provide a timeline that clearly demonstrates Contractor's ability to successfully provide DRTS within specific milestones, including, but not limited to:

10.1.2.1 Total number of Drivers

10.1.2.2 Total number of vehicles, owned, leased, or Subcontracted:

1. Number of type of vehicles (sedans, wheelchair van, mini-van, bus, etc.)

10.1.2.3 Total number of staff, full-time equivalent, staff augmentation, or Subcontracted.

10.1.2.4 Dispatcher(s), manager, supervisor, lead, etc.

10.1.2.5 Total number of Drivers, full time employees, independent contractors, or reserved drivers, and Subcontracted.

10.1.2.6 Total number of Subcontractors

10.1.3 Provide a list of contact personnel with their direct administrative phone number for HHSC staff to contact without having to go through the dispatcher or call center.

10.1.4 Provide the following for each service location to include, at a minimum:

10.1.4.1 Location Name.

10.1.4.2 Physical Address.

10.1.4.3 Phone Number.

10.1.5.4 Email Address.

10.1.5.5 Services Offered.

10.2 In the Plan, Contractor must address the following operational requirements:

10.2.1 Describe how the transportation service is to be organized, staffed, and managed.

10.2.2 Describe ability to meet the required hours and days of transportation service requirements.

10.2.3 Describe the hours and days for the business office operation, see Section 8.5.7.

11. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

11.1 Contractor must develop and maintain a written business continuity and disaster recovery plan to minimize any disruption in services caused by a

disaster, malfunction or failure at Contractor's central operations center or any satellite office. It is the sole responsibility of Contractor to maintain adequate back-up to ensure continuity of service operations. Contractor must review and update the plan annually, if needed, and submit a completed revised plan or an attestation to HHSC stating no changes were made to the plan within 15 Business Days following the end of each Contract year. At a minimum, the business continuity and disaster recovery plan must identify:

- 11.2** Measures to minimize the threat of business office operations at Contractor's central operations center or satellite offices, including physical security, fire detection and prevention.
- 11.3** Provisions for accepting Client telephone calls in the event of any type of telephone service interruption at Contractor's central office location or satellite location.
- 11.4** Procedures to minimize the loss or required records in the event of fire, flood or any other type of disaster.
- 11.5** Whether off-site storage will be utilized and how the facility is measured to comply with the business continuity plan.
- 11.6** Disaster Services when the Contractor is called upon to assist HHSC pursuant to HHS Additional Provisions.

12. QUALITY ASSURANCE PLAN

- 12.1** Contractor shall have a written quality assurance plan on file that must be reviewed annually and updated if needed. Within 15 Business Days following the end of each Contract year, Contractor must submit a completed revised plan or an attestation stating there were no changes to the plan. At a minimum, the plan must include performance measures that track:
 - 12.1.1** On-time delivery of services.
 - 12.1.2** Vehicle reliability.
 - 12.1.3** Drivers' training and performance.
 - 12.1.4** Accurate claims preparation and submission.
 - 12.1.5** Inaccurate claims returned.
 - 12.1.6** Number and types of Accidents/Incidents.
 - 12.1.7** Monitoring and resolution of complaints.

13. TURNOVER PLAN AND TURNOVER ASSISTANCE

Contractor must comply with the HHS Additional Provisions, Sections 2 and 3.

14. BACKGROUND CHECKS FOR PERSONNEL

14.1 Contractor that operates a fleet of vehicles whether owned or leased and employs Drivers or employees to provide rides to Clients or enters into Subcontracts with DRTS providers shall conduct or ensure be conducted for each Driver and for each employee who works directly with Clients or who has direct access to Client records the following checks and screening requirements:

Table 2

Checks and Screening Requirements	Frequency
State Sex Offender Registry check from the Texas Department of Public Safety's website	Upon hire and annually from date of hire for Drivers or any employee that may be used as a Driver or any non-Driver employee who has direct contact with a Client and Attendant.
National Sex Offender Registry check from an organization that is nationally approved and recognized to provide sex offender registry checks	Upon hire and annually from date of hire for Drivers or any employee that may be used as a Driver or any non-Driver employee who has direct contact to Client records.
Federal and State database screening requirements, see Section 16.2: <ol style="list-style-type: none">1. U.S. Department of Health and Human Services-Office of Inspector General's List of Excluded Individuals and Entities (LEIE) (applies to TNCs and their Drivers);2. HHSC Inspector General exclusion list;3. Texas Comptroller of Public Accounts' Vendor Debarment List;4. Social Security Administration's Death Master File; and5. Excluded Parties List System (EPLS) on the System for Award Management (SAM)	Upon hire and annually from date of hire, except for LEIE and EPLS, which must be conducted monthly
Texas Department of Public Safety Driver Motor Vehicle Report (MVR)	Checks must be conducted on an annual basis

- 14.2** A Driver who does not meet criminal history or Driver history requirements may not provide DRTS.
- 14.3** Evidence of screening requirements must be maintained at Contractor's headquarters and must be made available to HHSC upon request. Contractor, Subcontractors, their employees, and Drivers may not provide DRTS if the required checks and screening requirements are past due.
- 14.4** Contractor shall implement and maintain a drug and alcohol testing program in accordance with [49 CFR Part 40](#) and [49 CFR Part 655](#). Use of any substance that may impair the operation of the motor vehicle by the Driver is prohibited.
- 14.5** Contractor shall require Drivers under this Contract to notify Contractor in writing, within ten Business Days of criminal convictions (felony or misdemeanor, including deferred adjudication) and pending felony charges or placement on a sex offender registry for any Driver or employee who works directly with Clients or has access to Client records.
- 14.6** Payment for DRTS that are determined to have been provided by a Driver not eligible to provide the service will be subject to recoupment.

ATTACHMENT 2 – Transportation Network Company (TNC) Requirements

1. TNC DRIVER REQUIREMENTS

To the extent that the Contractor subcontracts with one or more TNCs, Contractor shall ensure the TNCs comply with the following:

TNCs must ensure that TNC Drivers are subject to applicable sections of [Texas Occupations Code §2402](#) and [Texas Government Code §540A](#). Drivers who do not meet these requirements do not provide DRTS.

2. TNC DRIVER STANDARDS

To the extent that the Contractor Subcontracts with one or more TNCs, Contractor shall ensure the TNCs comply with the following:

That the TNC follow relevant provisions of Texas Occupations Code regarding Intoxicating Substance Policy and ensure that use of any substance that may impair the operation of the motor vehicle by the Driver (TNC) is prohibited.

For each Driver (TNC), the TNC must conduct or cause to be conducted screenings against the U.S. Department of Health and Human Services-Office of Inspector General's List of Excluded Individuals and Entities (LEIE), no less than monthly. TNC must ensure that Drivers (TNC) whose screening requirements are past due or who are listed in the LEIE do not provide DRTS.

Checks and Screening Requirements	Frequency
Federal and State database screening requirements: 1. U.S. Department of Health and Human Services-Office of Inspector General's List of Excluded Individuals and Entities (LEIE). 2. Health and Human Services-Office of Inspector General's List of Excluded Individuals and Entities (LEIE) - Texas	Upon hire and annually from date of hire, except for LEIE, which must be conducted monthly

Payment for any services that are determined to have been provided by a Driver (TNC) documented on the LEIE or otherwise not eligible to provide DRTS will be subject to recoupment.

3. TNC VEHICLE REQUIREMENTS

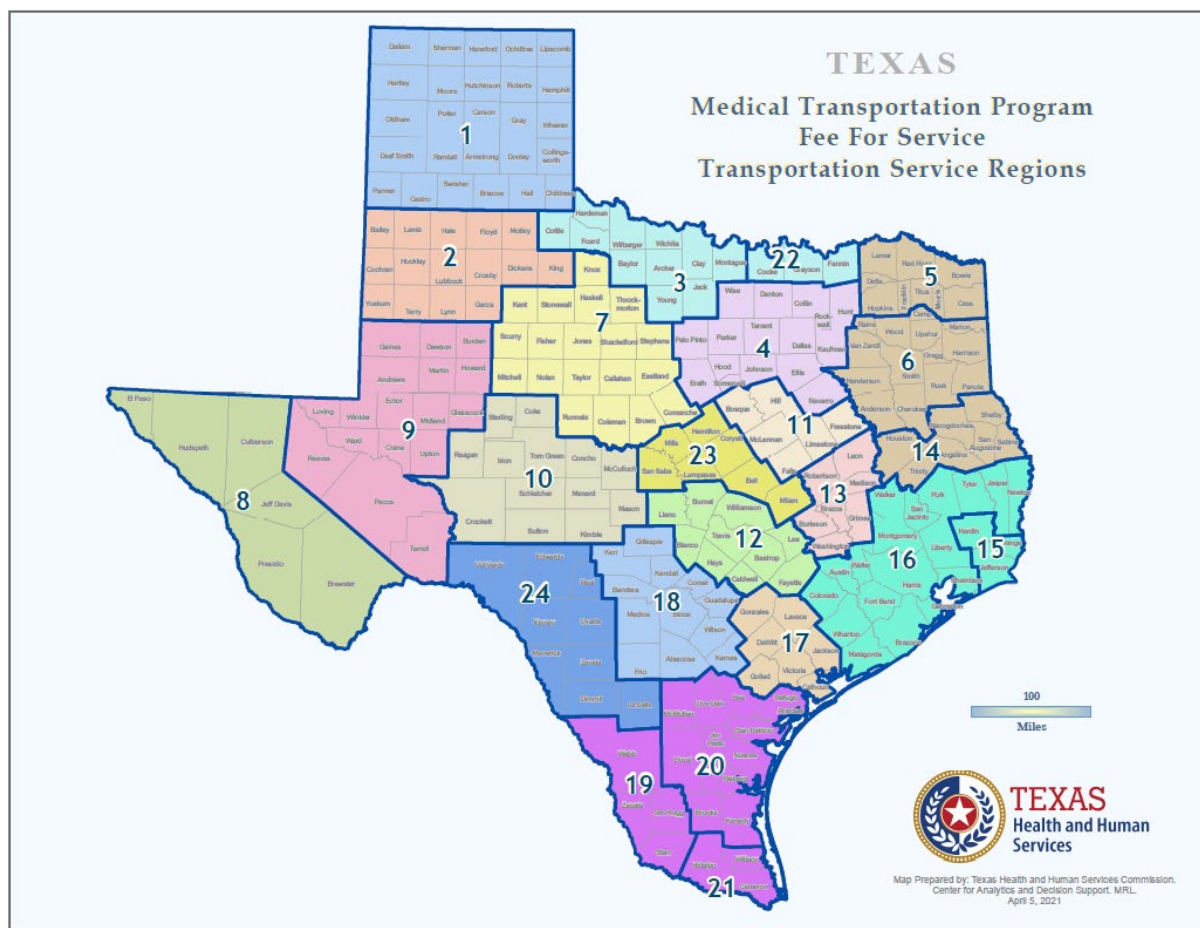
To the extent that the Contractor subcontracts with one or more TNCs, Contractor shall ensure the TNCs comply with the following:

1. TNC must ensure vehicles used by Drivers to provide DRTS comport with [Texas Occupations Code §2402.111](#).

4. TNC AUTOMATION REQUIREMENTS

If Contractor is a TNC, it must make available the appropriate platform, system, or application to HHSC to enter or upload trips assigned to Contractor. Contractor must ensure that any platform, system, or application to which HHSC will enter or upload trip assignment comply with applicable federal and state laws, regulations, and rules governing confidential information, including Health Insurance Portability and Accountability Act (HIPAA) and state agency requirements, policies and procedures.

ATTACHMENT 3A – MEDICAL TRANSPORTATION PROGRAM FEE-FOR-SERVICE TRANSPORTATION SERVICE REGION MAP



ATTACHMENT 3B – TRANSPORTATION SERVICE AREA COUNTY LIST



TSA County List.xlsx



ATTACHMENT 4 – AUTHORIZED HOLIDAYS

Contractor's business office and call center can be closed only on the following days:

Labor Day; Thanksgiving; the day after Thanksgiving; Christmas; the day after Christmas; New Year's Day; Martin Luther King Jr. Day; President's Day; Memorial Day; and Independence Day.

However, Contractor must ensure that transportation services are available to Clients and their Attendant(s) on all state-approved holidays, except for Thanksgiving; Christmas; and New Year's Day.

Contractor must ensure that Clients can reach Contractor's "Where's My Ride" line during observed holidays, in which transportation services must be provided, to obtain information on status of ride, to file a complaint, and/or to report Accidents and Incidents.

ATTACHMENT 5 – KEY PERFORMANCE STANDARDS

Key Performance Standards (KPS) may be measured monthly, quarterly, annually or every two years. HHSC may assess liquidated damages on a quarterly basis, as appropriate. Accelerated monitoring may occur as needed. Performance standards will be applied to regular monitoring visits, or any other follow-up occurrence as deemed necessary by HHSC.

Contractor agrees that noncompliance with the requirements specified in this section is a breach of the Contract and may subject Contractor to liquidated damages. Further, the Parties agree actual damages, in such instances, may be difficult to calculate. Accordingly, the Parties agree the liquidated damage amounts herein are fair and equitable. For failing to comply with any of the Contract requirements identified below in this section, without prior HHSC written approval, HHSC may impose liquidated damages as follows. HHSC may withhold any payments and reserves all available legal and equitable remedies to satisfy any remedy, sanction, or liquidated damages imposed or fulfill Contractor's repayment obligations.

KPS #	Requirement	Cure Period	Liquidated Damages
FFS-1	Provide the following plans as required under this Contract: 1. Business Continuity Plan 2. Disaster Recovery Plan 3. Quality Assurance Plan 4. Turnover Plan	3 Business Days	Up to \$100.00 per each day each report is late or does not meet Contract requirements. Maximum amount of \$1,000.00 for any month, per report that is late.
FFS-2	Provide reports as required under this Contract: 1. Vehicle Rosters 2. Driver Rosters 3. Subcontractor Rosters	3 Business Days	Up to \$100.00 per each day each report is late or does not meet Contract requirements. Maximum amount of \$1,000.00 for any month, per report that is late.
FFS-3	Provide insurance policy and coverage for each vehicle as required under Contract.	3 Business Days	Up to \$500.00 per each day for each vehicle not properly insured or where insurance policy lapsed. Maximum amount of \$2,500.00 for any month per vehicle.

KPS #	Requirement	Cure Period	Liquidated Damages
FFS-4	Provide upon request Driver credentials (referring to driver training, federal and state screenings, criminal history checks, sex offender registry checks, drug testing, and motor vehicle report on file and conducted).	3 Business Days	Up to \$500.00 per each day for each driver not fully and properly credentialed prior to performing the service. Maximum amount of \$5,000.00 for any month per driver.
FFS-5	Maintain all vehicles used under this Contract to all local, state and federal safety standards and regulations.	5 Business Days	Up to \$100.00 per each day for each vehicle not in compliance with local, state, and federal safety standards. and regulations. Maximum amount of \$1,000.00 for any month per vehicle.
FFS-6	On Time Pick-up: 95 percent of all random trips indicate the Client was picked up are within 1 hour of notifying the DRTS to initiate return trip. Pick up Client on time under normal conditions. Normal conditions refer to no road obstruction, weather-related delays, detours, or checkpoints.	None	Up to \$250.00 per each day each Client is not picked up timely. Maximum of \$2,500.00 for any month.

KPS #	Requirement	Cure Period	Liquidated Damages
FFS-7	<p>On Time Drop-off: 95 percent of all random trips indicate the Client was dropped off at their appointment no less than 15 minutes but no more than one hour prior to their scheduled appointment time.</p> <p>Client delivered to scheduled health care appointment on time under normal conditions. Normal conditions refer to no road obstruction, weather-related delays, detours, or checkpoints.</p>	None	Up to \$250.00 per each day for each Client not delivered to scheduled health care appointment on time and not seen by health care Provider. Maximum of \$2,500.00 for any month.
FFS-8	Subcontractor Roster report is due not later than 15 days after the reporting quarter.	2 Business Days	Up to \$250.00 per each day subcontractor roster is not submitted. Maximum of \$1,500.00 per reporting quarter not submitted.
FFS-9	100% of vehicles are properly registered and inspected.	5 Business Days	Up to \$250.00 per each day for each vehicle not properly registered. Maximum of \$1,500.00 for any month for each vehicle.
FFS-10	<p>100% of drivers are properly credentialed and screened.</p> <p>Screening requirements cited in Attachment 1, Demand Response Transportation Services Requirements.</p>	5 Business Days	Up to \$250.00 per each day for each Driver not properly credentialed and screened. Maximum of \$1,500.00 for any month for each Driver.
FFS-11	Address service complaints within the timeframe specified by HHSC.	2 Business Days	Up to \$25.00 per each day for each service complaint not submitted timely or incomplete. Maximum of \$100.00 for any month, per complaint.

KPS #	Requirement	Cure Period	Liquidated Damages
FFS-12	Meet all privacy and security standards under applicable state or federal law, rule, regulations, and HHSC Contract requirements.	None	Up to \$5,000.00 for each incident of noncompliance per day.
FFS-13	Failure to timely perform an administrative service that is not otherwise associated with a KPS in this matrix, and, in the determination of HHSC, such failure either: (1) Results in actual harm or places the Client at risk of imminent harm; (2) Materially affects HHSC's ability to administer the program; or (3) Fails to submit complete and accurate responses to HHSC directives, inquiries, desk reviews, technical assistance reports, audits, and operations reviews.	3 Business Days	Up to \$2,500.00 for each incident of noncompliance.
FFS-14	Contractor shall obtain and maintain an active status with Texas Medicaid throughout the duration of the Contract.	None	Up to \$5,000.00 per occurrence. Maximum of \$10,000.00 within a quarterly monitoring period.
FFS-15	Utilization of transportation network companies (TNC) that do not have a permit from the Texas Department of Licensing and Regulation to perform services in Texas or had their permit lapse.	None	\$2,500.00 per TNC, per month. Maximum of \$5,000.00 within a quarterly monitoring period.

KPS #	Requirement	Cure Period	Liquidated Damages
FFS-16	Contractor shall submit annual attestation that its Subcontractors are enrolled and maintain an active status with Texas Medicaid.	None	Up to \$2,500.00 per Subcontractor, per month. Maximum of \$5,000.00 within a quarterly monitoring period.
FFS-17	Client is waiting over one hour for return trip or over three hours in the case of a hospital discharge.	None	Up to \$250.00 per substantiated occurrence per quarter with a maximum amount of \$1,000.00 for more than three occurrences in a quarter.
FFS-18	Failure to report Incident and Accident within specified timeframes.	None	Up to \$1,000.00 per each Incident or Accident not reported timely.
FFS-19	Client misses a medical appointment that HHSC considers life sustaining (e.g., dialysis, cancer treatment, transplant) due to Contractor error or its Subcontractor's error.	None	Up to \$500.00 per substantiated occurrence per quarter, with a maximum amount of \$2,000.00 for more than three (3) occurrences in a quarter.

ATTACHMENT 6 – Deliverables

Contractor shall provide HHSC with the following deliverables in accordance with the specified frequency. HHSC reserves the right to request any deliverable on an ad-hoc basis to address internal stakeholder inquiry, legislative inquiry, request submitted through the Public Information Act (open records request) or for any other reason as determined necessary by HHSC. The Texas state fiscal year is September 1st through August 31st.

Report to HHSC (Deliverable)	Reporting Method	Due to HHSC (Frequency)
Current active roster of Drivers used for DRTS.	Email the assigned HHSC monitoring staff email addresses provided post Contract execution.	Quarterly, due 30 Calendar Days following the end of the state fiscal year reporting quarter.
Current active roster of vehicles used for DRTS.	Email the assigned HHSC monitoring staff email addresses provided post Contract execution.	Quarterly, due 30 Calendar Days following the end of the state fiscal year reporting quarter.
Current roster of Subcontractors used for DRTS. (The roster must include active and inactive Subcontractors.)	Email the assigned HHSC monitoring staff email addresses provided post Contract execution.	Quarterly, due 30 Calendar Days following the end of the state fiscal year reporting quarter.
Turnover Plan	Email your assigned HHSC monitoring staff email addresses provided post Contract execution.	No later than 90 Calendar Days after the Contract is awarded, Contractor must provide a Turnover Plan to HHSC for review.
Business Continuity and Disaster Recovery Plan	Email your assigned HHSC monitoring staff email addresses provided post Contract execution.	Contractor must review and update the plan annually, if needed, and submit a completed revised plan or an attestation indicating 'no changes' to HHSC within 15 Business Days following the end of each Contract year.
Quality Assurance Plan	Email the assigned HHSC monitoring staff email addresses provided post Contract execution.	Contractor must review and update the plan annually, if needed, and submit a completed revised plan or an attestation indicating 'no changes' to HHSC within 15 Business Days following the end of each Contract year.
Reports of Global Positioning Systems (GPS) to record pick up and drop off times for each destination when GPS was used for used for the trip.	Email the assigned HHSC monitoring staff email addresses provided post Contract execution.	As requested.
Evidence of sex offender registry checks and criminal background checks used for DRTS.	Email the assigned HHSC monitoring staff email addresses provided post Contract execution.	As requested.

Evidence of state and federal database screenings for Drivers used for DTS	Email the assigned HHSC monitoring staff email addresses provided post Contract execution.	As requested
Evidence of motor vehicle reports on Drivers used for DRTS	Email the assigned HHSC monitoring staff email addresses provided post Contract execution.	As requested