



TEXAS

Health and Human Services

TEXAS HEALTH AND HUMAN SERVICES COMMISSION (HHSC)

**OPEN ENROLLMENT (OE)
for
Patient Support Program for Decision-Making and Transition
Services through Guardianship in State Hospitals**

OE No. HHS0017341

NIGP Class/Item No(s):

***948-46 Hospital Services, Inpatient and Outpatient
948-48 Health Care Services (Not Otherwise Classified)
952-91 Transitional Domicile Services
952-92 Transitional Living Services***

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SECTION 1. SCHEDULE OF EVENTS

Enrollment Period Opens (Posted to HHS Open Enrollment Opportunities Web Page)	June 15 2026
Enrollment Period Closes (Final date for RECEIPT of Applications)	May 18 2027
Anticipated Contract Start Date	The effective date of a Contract, if any, awarded to an Applicant will be determined at the sole discretion of HHSC.

Applications must be **received** by Texas Health and Human Services Commission (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 Web Page. Every Applicant is solely responsible for ensuring its Application is received by HHSC before the enrollment 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 Web Page.

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

Withdrawal of Application:

An Application may be withdrawn from consideration or amended at any time prior to the "Enrollment Period Closes" date if no Contract has been executed based on the submitted Application; no Application may be withdrawn or amended after contract execution. A request to withdraw or amend an Application prior to contract execution must be sent by email to the Sole Point of Contact, Section 4.1. The e-mail subject line should contain the Open Enrollment (OE) number and title as indicated on the cover page. The Applicant is solely 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

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

HHSC is seeking Applications to establish one or more Contract(s) to provide Guardianship Services to HHSC State Hospital patients Guardianship Services include filing an application with a court to become a guardian, and once appointed, providing assistance with decision-making and transition services for State Hospital patients in accordance with the specifications contained in this open enrollment. HHSC operates ten (10) State Hospitals for individuals with mental health needs.

State Hospitals provide in-patient psychiatric care for adults, adolescents, and children. The State Hospitals served under this OE are located in Austin, Big Spring, El Paso, Kerrville, North Texas Wichita Falls, North Texas Vernon, Rio Grande, Rusk, San Antonio, Terrell, and Waco.

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

2.2. LEGAL AUTHORITY

Texas Health and Safety Code Section 533.034 allows HHSC to contract with local agencies, hospitals, private organizations and foundations, community centers, physicians, and other persons to plan, develop, and provide community-based mental health services.

2.3. NO GUARANTEE OF VOLUME, USAGE, OR COMPENSATION

There is no guarantee of 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.

2.4. HYPERLINKS

Hyperlinks have been included in some sections of this OE. Hyperlinks are included as a convenience only. Without regard to whether the hyperlink is operational or properly directed, Applicants and Contractors are responsible for locating, accessing, and reading the referenced information as well as requirements contained on referenced sites relating to performance under any awarded Contract.

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 under this Open Enrollment. All other terms have their ordinary and common meaning.

TERM	DEFINITION
Addendum	A written clarification or revision to this Open Enrollment. All Addenda will be posted to the HHS Open Enrollment Opportunities Web Page.
Application	All information and materials submitted by an Applicant in response to this Open Enrollment.
Applicant	Any individual or entity that submits an Application in response to this Open Enrollment.
Attachment	Any person or entity that submits an application in response to this Open Enrollment.
Business Day	Any day than a Saturday, Sunday, or a day in which Texas State offices are authorized or obligated by law or executive order to be closed. See definition below for Days.
Contract	Contract awarded under this Open Enrollment.
Contractor (Provider)	Each Applicant, if any, awarded a Contract. May also be referred to as Provider. Unless the context clearly indicates otherwise, all terms and conditions of this Open Enrollment and resulting Contract that refer to Applicant apply with equal force to Contractor.
Contract Term	The period of time during which the Contract will be effective from the beginning date to end, or renewal date.
Days	Calendar days, unless otherwise specified.
Debarment	AN exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code 20.115 et seq.
Due Date	Established deadline for submission of a document or deliverable.
Entity	A person, business, organization, or Limited Liability Company (LLC) that submits a response to a solicitation. For purpose of this document, "Entity" is intended to include such phrases as "offeror", "applicant", "bidder" "responder", or other similar terminology employed by HHSC.
Fiscal Year	Thee HHSC's state fiscal year, September 1 st through August 31 st , unless otherwise specified.
Fully Executed	A Contract that is signed by all of the Parties to form a legally binding contractual relationship. Activities under the Contract will not be made until the Contract is fully executed.
Guardian Agent	An individual appointed by a court to make decisions and manage the personal and/or financial affairs of an incapacitated person, ensuring their well-being and best interest.

TERM	DEFINITION
HHS Agency	The Health and Human Services Commission (HHSC) may be identified separately as an "HHS Agency" or collectively as the "HHS Agencies" in this Open Enrollment or any resulting Contract(s)
HHS Open Enrollment Opportunities Web Page	The HHS web page where open enrollments are posted. (https://apps.hhs.texas.gov/pcs/openenrollment.cfm)
HUB	A Historically Underutilized Business, as defined by Chapter 2161, Texas Government Code.
HUB Subcontracting Plan or HSP	The Historically Underutilized Business Subcontracting Plan (HSP) required by Chapter 2161 of the Texas Government Code for contracts with an expected value of \$100,000 or more and where subcontracting opportunities have been determined to be probable.
Open Enrollment (OE)	This document, including all exhibits, attachments, appendices, and Addenda.
Statement of Work	Description of services, requirements, and deliverables in this Open Enrollment that the Contractor is required to provide under a Contract.
State Hospital	"State Hospital" means one of the inpatient hospitals, excluding Waco Center for Youth, providing psychiatric treatment and care that are owned and operated by HHSC.
System Agency	Means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under state law and the officers, employees, and designees of those agencies. These agencies include: The Department of Family and Protective Services and the Department of State Health Services.
Uniform Terms and Conditions (UTCs)	HHSC developed uniform contract terms and conditions that address areas including governing laws and regulations, procedures for amendments and other contract modifications, terms and conditions of payment, disclosure and confidentiality of information, and several other critical provisions.

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.

Andrea Hall, CTCM

Transition Specialist
Email: Andrea.Hall09@hhs.texas.gov

To be considered for contract award, applications must only be submitted to this email address. 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 prospective Applicants or Applicants and HHS Agency personnel for the purposes of conducting business unrelated to submitting an Application under this OE.

Failure of Applicant or its representatives to comply with these requirements may result in disqualification of any Application submitted by or on behalf of Applicant.

4.2. CHANGES, MODIFICATIONS, AND CANCELLATION

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

All Applications, including those submitted after closing date or 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 HHS Open Enrollment Opportunities Web Page 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 HHS Open Enrollment Opportunities Web Page.

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

4.3. OFFER PERIOD

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

An Applicant may extend the time for which its Application will be honored.

4.4. COSTS INCURRED

Applicants understand that issuance of this OE in no way constitutes a commitment by HHSC to award a Contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this OE. HHSC is not liable for any costs incurred by an Applicant in responding to this OE including, but not limited to, preparing an Application, submitting an Application, and costs or expenses related to Contract execution. All such costs incurred by an Applicant are entirely the responsibility of the Applicant and will not be reimbursed in any manner by the State of Texas.

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 HHS Open Enrollment Opportunities Web Page 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 REQUEST FOR CLARIFICATION FORMAT

Questions and requests for clarification must include the following information:

- a. OE Number;
- b. OE package reference giving rise to the question or request for clarification, including: OE section or Form/Attachment title, page number(s), and paragraph number(s); and
- c. question or request for clarification

The requestor must provide the following contact information in the body of the e-mail:

- Name (of individual submitting question or request for clarification)
- Company name
- Company job title of individual submitting question or request for clarification
- Phone Number
- E-Mail address

4.5.3. AMBIGUITY, CONFLICT, DISCREPANCY

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

Each Applicant submits its Application at its own risk.

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

- a. shall have waived any claim of error or ambiguity in the OE and any resulting contract,
- b. shall not contest the interpretation by HHSC of such provision(s), and
- c. shall not be entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

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.

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

SECTION 6. CONTRACT TERM

Contracts will be awarded on a contingency basis, meaning that the awarded Contract will only begin its term upon notice of Contract activation from HHSC. The awarded Contract will only be activated on an as-needed basis when guardianship cases become available, and Contract activation is not guaranteed. Contingency contracts will be awarded for the purpose specifically defined in this open enrollment. HHSC will review applications in the order in which they are received.

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 five (5) 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 one (1) year as necessary to ensure continuity of service, to process a new OE to award new contract(s), for purposes of transition, or as otherwise determined to serve the best interest of the State of Texas.

SECTION 7. MINIMUM QUALIFICATIONS

To be eligible for a Contract and receive an award, Applicant(s), must meet all eligibility requirements, be qualified, and meet all other OE requirements. Applicant requirements apply with equal force to Contractors.

7.1 REQUIRED EXPERIENCE

- a.** To be considered for contract award under this OE, an Applicant shall have a minimum of one (1) years' relevant experience performing the services as outlined in this OE.
- b.** All personnel assigned to perform the services must be fully trained and have a minimum of one (1) years' experience.

7.2 Licensure and Accreditation

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

A copy of each Texas Guardianship Certification listed below – both for the Applicant and all assigned personnel, as applicable – must be submitted with the Application.

- a.** Certification: Guardianship Certification issued by the Texas Judicial Branch Certification Commission (JBCC).

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. Copies of all required permits, licenses, and/or certifications must be included with submitted Applications. During annual contract reviews, Contractor shall provide updated copies of permits, licenses, and/or certifications at HHSC's request. At any time, Contractor shall, upon request by HHSC, provide access to original documents.

7.3 Additional Minimum Qualifications for Contractor and Contractor Personnel

Applicant shall comply with the following:

- 7.3.1** Applicant must have the authority and be in good standing to do business in Texas and to conduct the activities described in the OE.

- 7.3.2** Applicant must have a Texas address. A post office box may be used when the enrollment application is submitted, but the Applicant must conduct business at a physical location in the service area prior to the date that the contract is awarded.
- 7.3.3** Applicant must identify whether any person who has an ownership, controlling interest in the organization, employee, or volunteer of the organization has been placed on community supervision (probation or parole), received deferred adjudication or convicted of a criminal offense.

SECTION 8. STATEMENT OF WORK

8.1. PROGRAM OVERVIEW

The purpose of the HHSC Patient Support Program for Decision-Making and Transition Services is to connect individuals in State Hospitals to contracted Texas certified guardians to provide Guardian Services support.

Guardian Services include filing an application with a court to become a guardian, and once appointed, providing assistance with decision-making and transition services for State Hospital patients in accordance with the specifications contained in this Open Enrollment. HHSC operates ten (10) State Hospitals which provide in-patient psychiatric care for adults, adolescents, and children with mental health needs.

Individuals who receive guardianship services are deemed incapacitated by a court and for referral for services under this program there is presumably with no other individual who is willing, able, or suitable to serve as guardian for an individual.

Prior to making a referral to the Contractor, HHSC will review the circumstances of the individual to determine if they appear to be appropriate for referral to the Contractor. For each referral, HHSC will provide the Contractor with a copy of the referral packet.

8.1.1 Service Delivery Area(s)

The service area for the Patient Support Program for Decision-Making and Transitions can be either state-wide or specific to certain State Hospitals at the request of HHSC.

8.1.2 Eligible Population

The population are adults, adolescents, and children in-receiving patient psychiatric care in State Hospitals located in the service delivery areas specified in Section 8.1.1.

8.1.3 Program Requirements

a) Contractors are required to conduct Project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the [Civil Rights Office | Texas Health and Human Services](#) website at: [Requirements for Contractors | Texas Health and Human Services](#).

Upon request, a contractor must provide the HHSC Civil Rights Office with copies of all the contractor's civil rights policies and procedures. Contractors must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the Contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, TX 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313 TTY
Toll Free (877) 432-7232
Fax: (512) 438-5885

Contractors shall ensure that its policies do not have the effect of excluding or limiting the participation of persons in the contractor's programs, benefits or activities on the basis of a protected category, and must take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Contractors must comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

b) Contractors are required to conduct Project activities in accordance with the most recent *HHSC Standards for Public Health Clinic Services* (<https://www.hhs.texas.gov/business/contracting-hhs>).

c) HHSC reserves the right to modify the Statement of Work of the Contract and to incorporate Special Provisions into contracts awarded under this OE.

d) HHSC reserves the right to perform a Quality Management review at the department's sole discretion.

e) Contractor shall maintain files that document that perspective employees who might service as guardian agents are certified by the Judicial Branch Certification Commission as a Texas Certified Guardian, which includes passing a national criminal history background check and provide the provisional certification from the Judicial Branch Certification Commission. National criminal history background information can be found at the following link: [Fingerprinting Services | Department of Public Safety](https://www.dps.texas.gov/section/crime-records/fingerprinting-services) (<https://www.dps.texas.gov/section/crime-records/fingerprinting-services>).

f) Contractor shall develop, implement and adhere to policies to the requirements outlined in the Statement of Work, any specific contract provisions, laws, rules, and regulations.

g) Contractor shall have an attorney available to represent the proposed guardian in a guardianship proceeding initiated by the HHSC contractor.

h) Contractor shall comply with the minimum standards and certification requirements for guardianship services established by the Judicial Branch Certification Commission (<http://www.txcourts.gov/jbcc/guardianship-certification.aspx>).

8.2. HHSC RESPONSIBILITIES

a. HHSC will serve in a direct information and referral role. HHSC will notify the Contractor(s) of new guardianship referrals and will aid with the necessary provision of individual specific details for guardianship process assessment and completion as determined appropriate.

b. HHSC will maintain communication with each Contractor for the purposes of individual transition and discharge planning.

8.3. STATEMENT OF SERVICES TO BE PROVIDED

8.3.1 No later than ten (10) business days after receipt of a referral for guardianship of an individual, Contractor, shall visit the referred individual for the initial face-to-face contact and provide a letter of acceptance or denial to HHSC, and if applicable, to include details for which the denial was given. Please refer to Section 8.1 regarding HHSC patients and referrals.

8.3.2 No later than thirty (30) business days from the date of acceptance of the referral, Contractor shall provide HHSC with a transition plan detailing the anticipated plan and date of discharge of the individual from the State Hospital or contracted facility.

8.3.3 No later than thirty (30) business days from the date of acceptance of the referral, Contractor shall file an application for guardianship of the person in the probate court finding venue over the matter and provide HHSC with a file stamped copy.

8.3.4 Contractor, in collaboration with HHSC, must ensure that the referred individual is able to transition from the State Hospital to a less restrictive setting no later than ninety (90) calendar days from the acceptance of the referral.

8.3.5 Contractor is required to attend and participate in the patient centered recovery planning meetings for individuals accepted for contracted guardianship services in order to aid with the transition process.

8.3.6 Should Contractor be unable to ensure that the patient is able to transition from the State Hospital within ninety (90) calendar days from the date of referral acceptance, Contractor may submit a request for extension, no later than thirty (30) calendar days from the date of acceptance. If approved, the Request for Extension shall grant Contractor an additional sixty (60) calendar days from the date of submission of the Request for Extension for the referred individual. HHSC may rescind a referral if Contractor is unable to ensure the individual can transition from the State Hospital within ninety (90) calendar days from the date of the Contract's acceptance of the initial referral or if the Contractor is unable to do so within the extension timeframe. Contractor shall assist with transferring referral to a new Contractor.

8.3.7 When serving as guardian or when overseeing the Guardian Agent, Contractor shall provide all legal and case management services for the patient(s) who are their ward(s) under the guardianship orders to the extent of the authority given by the court. Case management services to be delivered are detailed under 26 TAC Section 361.73. Contractor shall obtain the guardianship orders and the Letters of Guardianship and provide all oversight for case managers and Guardian Agents.

8.3.8 Contractor shall develop individual services plans to include, but not limited to:

- a) the ward's name;
- b) the ward's address and county of residence;
- c) summary of psychosocial history;

- d) physical health and developmental history;
- e) treatment history to-date;
- f) diagnosis based on the current DSM;
- g) services provided by local mental health authority;
- h) any in home health services or assistance with activities of daily living;
- i) specialized treatment or therapies;
- j) community resources and supports; and
- k) the ward's expressed goals, strengths and preferences.

8.3.9 Contractor shall monitor and document the status of wards, which shall include the health, welfare, mental health, physical well-being, living arrangements and financial needs of the wards.

8.3.10 Contractor shall ensure a ward's needs for food, shelter, clothing, medical and mental health care, if needed, are met using the funds of the ward or government benefits.

8.3.11 Contractor shall monitor, and document expenditures made as representative payee or from trust fund accounts.

8.3.12 Contractor shall ensure the health and safety of the ward.

8.3.13 Contractor shall require each Guardian Agent to assess and document the status of their respective wards monthly with in-person meetings, beginning with the month of acceptance from HHSC and continuing throughout the duration of the ward's service period as outlined in Section 8.4.18. The monthly contacts will be conducted per court and guardianship certification requirements. These monthly status updates must be made in the ward's various environments such as home, nursing home, assisted living, crisis residential or respite facility, etc. The monthly contact must at least address :

- a) the location and the individuals present at the meeting;
- b) date of face-to-face meeting;
- c) a review of needs and services;
- d) the status of the ward and progress towards placement;
- e) any changes regarding services needs of the ward; and
- f) any efforts to resolve areas of concerns and issues.

8.3.15 Contractor shall document that each employee, case manager, and/or volunteer who serves as a Guardian Agent receives an orientation, initial training, and ongoing training at least annually. The orientation must include:

- a) the responsibilities of the guardianship program to the ward as defined in this Contract and Texas Estates Code, Title 3;
- b) an explanation of the relationship of the ward to the guardianship program and to HHSC;
- c) an overview of the Texas Estates Code Title 3, Guardianship and Related Procedures, and responsibilities thereof; and

- d) an overview of mental illness, aging, disability needs, medical issues, medical treatment and medication, end of life decisions and the principles of person-directed planning.

8.3.16 Contractor will make good faith efforts to have the ward's government benefits reinstated within ninety (90) days of discharge from a state hospital or contracted facility.

8.3.17 Contractor will ensure the ward's placement is sustained and will alert HHSC within one (1) business day of any knowledge of difficulties that may jeopardize placement. Difficulties include but are not limited to the individual demonstrating behaviors that are unsafe to themselves or others, most often marked by aggression and violence, constant elopement attempts without the established facility structure to maintain safety, as well as a pattern of established psychiatric medication non-compliance.

8.3.18 HHSC's provision of funding for each unique individual served under this Contract will be considered fulfilled, and as such no additional funds will be provided, under the following or similar circumstances:

- a. Six (6) months after an individual has discharged to a placement that provides a less restrictive and/or more appropriate level of care, where the individual has continued to remain with limited disruption throughout the course of admission; or
- b. Despite transition efforts of at least six months, the individual, due to case-specific circumstances, Contractor cannot secure viable options for transition from the State Hospital.

8.4. 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 must 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.

8.4.1. SPECIFIC PERFORMANCE STANDARDS

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

HHSC will monitor the performance of the contract issued under the Open Enrollment. Contractor's performance will be evaluated during the life of this Contract through the Performance and Outcome Measures set forth below, and through the monitoring of all contractual obligations and requirements as established under this Contract.

All services and deliverables under the Contract shall be provided in a manner consistent with acceptable industry standards, custom, and practice. The services provided will be measured against the standards of practice established by the Guardianship Certification Board or its successor, provided by: [TJB | JBCC | Guardianship Certification | Statutes, Rules and Resources for Guardians \(txcourts.gov\)](#)), the standards of practice established by the National Guardian Association, Inc. [Standards | National Guardianship Association](#)(www.guardianship.org)), the guardianship contractor standards that may be promulgated by HHSC, and the contracted entity's Quality Assessment and Performance Improvement plan which is developed locally and approved by HHSC.

The Quality Assessment and Performance Improvement Plan shall identify and document standards that reflect processes for care and generally accepted standards, services, and performance. Contractor shall measure, analyze, and track in writing, the provision of services for wards, staff performance, and other aspects of performance against those standards in the plan. At a minimum, Contractor shall evaluate the quality of care for wards, timeliness in provision of services for wards, achievement of purposes and mission, implementation of policies and procedures, and compliance with HHSC and Contract requirements. Contractor will cooperate with contract performance review efforts by HHSC personnel. Contract performance reviews will include, but not be limited to, the activities listed below:

8.4.1.1 No later than thirty (30) days from the execution of the Contract, Contractor shall provide HHSC the following:

- a) Contractor policies and procedures manual regarding guardianships, and no later than September 1st of each subsequent year and/or upon any substantive changes;
- b) Contractor's Quality Assessment and Performance Improvement Plan for internal and external validations of systems and operations; and
- c) Contractor's tracking procedures.

8.4.1.2 Contractor shall maintain appropriate data access, pursuant to the Health and Human Services System (HHS) Data Use Agreement (DUA), and an adequate number of computers of sufficient capabilities to access the internet, interface with court systems, and access to any HHSC computer or web-based systems. If Contractor purchases equipment with HHSC funds, the equipment shall be inventoried, maintained in working order, and secured;

8.4.1.3 Contractor shall notify HHSC no later than 24 hours after a security violation is detected, or if Contractor has any reason to suspect that the security or integrity of computer or data has been or may be compromised in any way. Contractor shall immediately block access to any person who should no longer have access to data, due to severance of employment with Contractor or otherwise, or immediately modify access when there is a change in the user's job responsibilities that affects the user's need for access to data, and update records on a daily basis to reflect any changes in account status;

8.4.1.4 Contractor is required to update financial records on a daily basis to reflect any changes in account status if Contractor has been appointed as a guardian of the estate;

8.4.1.5 Contractor is required to comply with the terms of the HHS Data Use Agreement (DUA).

8.4.1.6 Contractor shall maintain adequate internal controls, security, and oversight established for the approval and electronic transfer of information regarding payments and reporting requirements. Contractor shall ensure that reports transmitted contain true, accurate, and complete information;

8.4.1.7 Contractor shall report to HHSC the deaths of wards, and the location and the circumstances of deaths, immediately but no later than 48 hours after Contractor has learned of ward's death;

8.4.1.8 Contractor shall report to HHSC all complaints from the ward, within 10 (10) business days of receipt of the complaint. Contractor shall also provide ward with contact information for the HHSC Ombudsman for Behavioral Health and Disability Rights Texas prior to working with ward as well as upon request for filing of complaint.

8.4.1.9 Contractor shall report any allegation of abuse, neglect, or exploitation of a ward to the HHSC Provider Investigations within 24 hours of learning of the allegation. Contractor shall also report allegations of abuse, neglect, or exploitation to HHSC Provider Investigations and make efforts to remove the ward from an environment where the ward would be vulnerable to abuse, neglect, or exploitation;

8.4.1.10 Contractor shall require Guardian Agent to meet face-to-face with the ward at least monthly. Contractor shall document occurrences of visit on a provided Monthly Status Form. The Monthly Status Contact form shall be submitted to HHSC by the tenth of the following month.

8.4.1.11 Contractor or Guardian Agent shall accompany ward to meetings and appointments where the ward's needs, including food, shelter, clothing, medical and mental health care will be discussed.

8.4.1.12 Contractor shall notify HHSC, the ward and the issuing court immediately or no later than within 72 hours, when an employee, prospective employee, or volunteer who serves as a Guardian Agent is no longer certified to act as a guardian. Contractor shall identify another individual who is certified to act as guardian for the ward. Contractor shall notify HHSC if Contractor is unable to identify an individual who is certified to act as a successor Guardian Agent for the Contractor and provide guardianship services and shall assist with the transition to a qualified guardian.

8.4.1.13 Contractor shall provide HHSC with documentation that employees and volunteers who might serve as a Guardian Agent have received annual refresher training on the rights of wards and the roles and duties of a guardian.

8.4.1.14 Contractor will cooperate with contract performance review efforts by HHSC personnel.

8.4.1.15 One or more of the following types of sanctions may be applied for non-performance of the contract. Sanctions include but are not limited to those listed below:

- a) Corrective Action Plan** – HHSC requires contractors to take immediate action and put into place an abbreviated and corrective action plan if health or safety issues are identified. The plan must address Contractor's actions to be taken to ensure the health and safety of the ward.
- b) Recoupment of Contract Funds** – HHSC collects money Contractor owes as the result of overpayments or other billing irregularities or both.
- c) Referral Hold** – HHSC does not refer new individuals to Contractor. The hold will be released when HHSC determines that Contractor has resolved the reason for the hold.
- d) Contractor or Vendor Hold** – HHSC withholds Contractor's payments. The contractor or vendor hold is released when HHSC Termination for Cause – HHSC may terminate Contractor's contract for cause by citing Contractor's failure to comply with the terms of the contract or with HHSC program rules, policies and procedures.

8.5. CONTRACTOR PERSONNEL PERFORMANCE

- A.** Contractor shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them to fulfill Contractor's obligations under the Contract.
- B.** The Contractor shall at all times employ sufficient personnel to carry out functions and services in the manner and time prescribed by the Contract.
- C.** Contractor must designate primary and secondary points of contact whom will be responsible for communication, correspondence, responding, and reporting to HHSC during and after business hours regarding operations. These points of contacts shall respond to emergency inquiries initiated by HHSC within a reasonable amount of time not to exceed four (4) hours and acknowledgement of non-emergent inquiries within one (1) business day. HHSC will endeavor to contact non-primary point of contact only in an emergency. Contractor must notify HHSC immediately if unable to fulfill the functions and services as outlined.
- D.** The Contractor shall be responsible for the acts and omissions of the Contractor's employees, agents (including, but not limited to, lobbyists) and subcontractors and shall enforce strict discipline among the Contractor's employees, agents (including, but not limited to, lobbyists) and subcontractors performing the services under the Contract.

- E.** 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 ten (10) calendar days of HHSC's request for removal, confirmation of the removal and assurance of continued, compliant Contract performance.

8.6. 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 for each Applicant. Prior to Contract award, if any, Applicant must notify the HHSC Sole Point of Contact within five (5) calendar 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 point of contact for notices under the Contract (as set forth in the Contract) 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 must confirm receipt by HHSC within three (3) business days of providing notice.

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.

8.7. 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.

8.8. BACKGROUND CHECKS FOR PERSONNEL

The Contractor will 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.

8.9. REPORTING CRITERIA

Each Contractor will be required to submit monthly contact forms for each ward served within their services. Contractor will assess and document the status of the ward monthly in face-to-face meetings, beginning with the month of

acceptance of the referral from HHSC and continuing until discharge out of the State Hospital for a period of six (6) months after discharge. The monthly contacts will be conducted per court and guardianship certification requirements. These monthly status updates must be made in the ward's various environments such as home, nursing home, assisted living, crisis residential or respite facility, etc. The monthly contact must at least address:

- a) the location and the individuals present at the meeting;
- b) date of face-to-face meeting;
- c) a review of needs and services;
- d) the status of the ward and progress towards placement;
- e) any changes regarding services needs of the ward; and
- f) any efforts to resolve areas of concerns and issues.

8.10. INVOICE REQUIREMENTS AND PAYMENT

8.10.1. INVOICE REQUIREMENTS

Contractor shall submit to HHSC detailed and accurate invoice(s) which include the information below. Each invoice must be submitted by e-mail in the format prescribed by HHSC.

The Contractor must submit invoices to hscsfacilitycontracts@hhs.texas.gov and copy andrea.hall09@hhs.texas.gov.

It is recommended the Contractor use the following naming convention for the subject line of invoice submission emails: "Invoice Submission. [Legal Entity Name of Contractor]. Invoice [Number]. [Invoice Amount]. Purchase Order (PO) [Number] (if applicable). [Service Date or Month of Service]."

Contractor shall submit to HHSC detailed and accurate invoice(s) which include the information below. Each invoice must be submitted by e-mail/mail/other method], in the format prescribed by HHSC, not later than 10th of the following month for each month of the contract period.

The e-mail address for submitting an invoice is: hscsfacilitycontracts@hhs.texas.gov and andrea.hall09@hhs.texas.gov.

The invoice shall include, at a minimum:

- a. Contractor's Name;
- b. Remit to Address;
- c. Federal ID or Texas CPA Payee ID;
- d. Accounts Receivable telephone number;
- e. Contract and/or Purchase Order Number;
- f. Identification of services provided;
- g. Service date(s);

- h. Travel expenses for reimbursement.
- i. Receipts for travel expenses must be submitted with the invoice for reimbursement.
- j. Description of the services provided;
- k. Documentation supporting number of hours paid for attorney fees and a description of the services provided;
- l. Correct invoice amount (invoices that contain an incorrect amount or a disputed amount will need to be revised and resubmitted); and
- m. Any additional supporting documentation which is required by this Program Attachment or as requested by HHSC.

In addition, invoices must comply with standards set forth in Title 34, Texas Administrative Code, Part 1, Chapter 20, Subchapter F, Division 1, Rule §20.487.

8.10.2. PAYMENT

Contracts issued under this OE will be paid by a flat fee for guardian services and cost reimbursement for attorney services, as further described below.

8.10.2.1 Availability of Funds

If funds from any resulting Contracts become unavailable during any budget period, HHSC may immediately terminate or reduce the amount of the resulting Contract at the discretion of HHSC. Contractor will have no right of action against HHSC if HHSC cannot perform its obligations under this Contract due to a lack of funding for any activities or functions outlined within the Statement of Work Sections of this open enrollment.

8.10.2.1.1 HHSC does not guarantee funding at any level and may increase or decrease funds at any time during the term of a Contract resulting from this open enrollment.

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

8.10.2.2 Method of Allocation

HHSC will assign a ward in accordance with consideration of the following:

- a) proximity of the guardian to the ward;
- b) availability of guardians in the area; and
- c) capacity of wards assigned to a guardian.

8.10.2.3 Method of Payment

When a contingency contract is activated, Contractor shall submit invoices to HHSC. HHSC will pay Contractor for Patient Support Program for Decision-Making and Transition Services provided on a fee for service basis. HHSC will notify Contractor in writing of acceptance of award, which will include date of contract activation.

8.10.2.3.1 Guardian Services

The fixed fee for services for guardian of the person per ward per month is \$275.00. The method of payment and rate is subject to change at the sole discretion of HHSC.

Upon acceptance of the referral, Contractor will receive payment at the monthly rate. If a patient authorized for guardianship services under this contract dies or the guardianship is otherwise terminated by the court, Contractor may bill HHSC for a maximum of thirty (30) days following the death of the ward or termination of the guardianship.

Fixed-Rate for services for guardian of the person per ward is \$275.00 per month. Contractor cannot charge the ward for any costs in excess of the contracted reimbursement rates for guardianship.

8.10.2.3.2 Attorney Services

Method: Hourly Rate

Hourly-Rate for attorney fees reimbursed at rate not to exceed \$225.00 per hour and total cost not to exceed \$2500.00 per ward for the duration of the patient's case.

Reimbursable fees include the following items and the attorney's hourly rate related to them:

- a) Document preparation and correspondence;
- b) Standard court filing fees established by the court;
- c) Legal representation during court hearings;
- d) Related travel time, parking fees, tolls, and mileage (mileage reimbursement not exceed the Comptroller's established [Textravel - Current Rates \(texas.gov\)](https://www.texas.gov). Receipts must be included with invoices; and
- e) Locating family members.

8.10.2.4 Travel Expenses

Travel expenses must be permitted and approved by HHSC and, if permitted and approved by HHSC, will be reimbursed in accordance with the current Travel Reimbursement Rates published by CPA which may be accessed at:

<https://fmx.cpa.texas.gov/fmx/travel/texttravel/index.php>.

1. Automobile mileage and aircraft mileage will be reimbursed at the rates established by CPA.
2. Lodging expense will be reimbursed at the rates published by the Federal General Services Administration (GSA) for the location for services in Texas. For Texas cities not included in the GSA rates, the reimbursement will be based on the rates published by CPA.
3. Car rental and parking costs will be reimbursed for actual expenses reflected on the receipt.

All receipts included with the invoice for travel reimbursement must reflect date(s) that coincide with the date(s) the services were performed.

8.11. DATA USE AGREEMENT (DUA)

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

8.12. TERMS AND CONDITIONS

Submission of an Application in response to this OE constitutes acceptance of all terms and conditions attached to, referenced in, 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 will not constitute part of the Contract.

8.13. STANDARDS OF CONDUCT FOR VENDORS

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

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

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

Standards of conduct of any contractor, respondent or vendor may be reviewed and/or audited by the State Auditor and HHSC. Additionally, pursuant to 1 TAC 391.405(a), HHS may examine a respondent's standards of conduct in the evaluation of a bid, offer, proposal, quote, or other applicable expression of interest in a proposed purchase of goods or services.

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

SECTION 9. CONTRACT CORRESPONDENCE AND LEGAL NOTICES

HHSC will designate one or more contacts for Contract correspondence and legal notices in each awarded Contract.

SECTION 10. INSURANCE REQUIREMENTS

10.1. INSURANCE COVERAGE

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

1. Contractor shall carry insurance in the types and amounts indicated in this OE for the duration of the Contract. The insurance shall be evidenced by delivery to HHSC of certificates of insurance 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.
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.
3. Contractor shall provide and maintain all insurance coverage with the minimum amounts described throughout the life of the Contract.
4. Failure to maintain insurance coverage, as required, may be grounds for suspension of work for cause.
5. Contractor shall deliver to HHSC true and complete copies of certificates and corresponding policy endorsements within five (5) business days of Contract award.
6. Failure of HHSC to demand such certificates 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.

7. The insurance 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.
8. The insurance coverage and 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.
9. Coverage shall 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 A.M. Best Company or similar rating company or otherwise acceptable to HHSC.
10. 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 REQUIRED INSURANCE POLICY CLAUSES

Policies must include the following clauses, as applicable:

1. This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to HHSC.
2. It is agreed that Contractor's insurance shall 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. The 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.
3. A waiver of subrogation in favor of the Texas Health and Human Services Commission shall be provided in all policies.
4. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall 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 policy conditions as shown above.
5. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers' compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus seven (7) 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.

10.3 **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.

1. **Workers' Compensation & Employer's Liability.** Insurance with limits as required by the Texas Workers' Compensation Act, 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:
 - a. Workers' Compensation: Statutory Limits
 - b. Employer's Liability: \$1,000,000 each accident;
 - c. Disease: \$1,000,000 each employee; and
 - d. Disease: \$1,000,000 policy limit.

Workers' compensation insurance coverage must be provided for all workers at all tier levels and meet the statutory requirements of the Texas Labor Code.

2. **Commercial General Liability Insurance.** 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:
 - a. \$1,000,000 per occurrence limit;
 - b. \$2,000,000 general aggregate limit;
 - c. \$5,000 Medical Expense each person;
 - d. \$1,000,000 Personal Injury and Advertising Liability;
 - e. \$2,000,000 products and completed operations aggregate;
 - f. \$50,000 Damage to Premises Rented to HHSC;
 - g. Coverage shall be on an "occurrence" basis; and
 - h. Endorsement for Sexual Abuse and Molestation
3. **Comprehensive Automobile Liability Insurance.** Covering 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.

4. **Cyber/Privacy Liability Insurance Policy.** Contractor shall provide Cyber/Privacy Liability Insurance. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall 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 policy shall 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 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 shall be available to HHSC.

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

5. **Crime Insurance.** Crime insurance to cover losses from employee dishonesty with a minimum limit of \$1,000,000.00 per occurrence. Coverage must include third party property and the policy cannot include a conviction clause. HHSC must be listed as a loss payee.
6. **Professional Liability Insurance.** Contractor shall obtain, pay for and maintain professional liability errors and omissions insurance during the Contract term, insuring Contractor for an amount of not less than \$1,000,000.
7. **Umbrella Liability Insurance.** Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than amount \$1,000,000 that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove.

The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.

10.4 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.

SECTION 11. CONFIDENTIAL OR PROPRIETARY INFORMATION

11.1. PUBLIC INFORMATION ACT

Applicant Requirements Regarding Disclosure

Applications and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code [Chapter 552](#), and may be disclosed to the public upon request. Other legal authority also requires HHSC to post certain contracts and Applications on HHSC’s website and to provide such information to the Legislative Budget Board for posting on its website.

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

a. Mark Original Application:

- (1)** Mark the original Application, on the top of the front page, the words “CONTAINS CONFIDENTIAL INFORMATION” in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger); and
- (2)** Identify, adjacent to each portion of the Application that Applicant claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the original Application);

b. Certify in Original Application - HHS Solicitation Affirmations

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

c. Submit Public Information Act Copy of Application:

submit a separate “Public Information Act Copy” of the original Application (in addition to the original and all copies otherwise required under the provisions of this OE). The Public Information Act Copy must meet the following requirements:

- (1) The copy must be clearly marked as "Public Information Act Copy" on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);
- (2) Each portion Applicant claims is exempt from public disclosure must be redacted; and
- (3) Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in subsection (c) of this section must be identical to those set forth in the original Application as required in section a.(2), above. The only difference in required markings and information between the original Application and the "Public Information Act Copy" of the Application will be redactions - which can only be included in the "Public Information Act Copy." There must be no redactions in the original Application.

By submitting an Application to this OE, Applicant agrees that, if Applicant does not mark the original Application, provide the required certification in the HHS Solicitation Affirmations, and submit the Public Information Act Copy, Applicant's Application will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on HHSC's and/or DSHS's public website, and posted on the Legislative Budget Board's website.

If Applicants submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, 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.

SECTION 12. BINDING OFFER

All Applications should be responsive to the OE as issued or amended through written and posted Addenda, not with any assumption that 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 may be disqualified.**

SECTION 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. ExhibitB – Open Enrollment Application Checklist
4. Exhibit C – Contact Person Information
5. Exhibit – D Guardianship Certification Verification

6. Exhibit E – Guardianship Program Organizational Chart

7. Exhibit G – Data Use Agreement (DUA), 0 Attachment 2)Security and Privacy Initial Inquiry) – completed and signed.

8. Minimum Qualifications – Reference Section 7

Required Experience:

Required Experience:

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

Licensure or Accreditation

Provide 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.

9. 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.

10. Executive Summary

- **Statement of Work – Section #8**

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

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

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

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

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

- **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.

11. Notice of Criminal Activity – Reference Section 8.6

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.

12. Notice of Insolvency or Indebtedness – Reference Section 8.7

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.

13. Applicant Contact Information

Titles of personnel for contact information:

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

Provide this information for each contact listed above:

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

14. Contractor Service Locations – Reference Section 8.10.1

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

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

15. Insurance – Reference Section 10.1

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's revocation of the award.

Alternative Insurability:

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

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

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

The complete Application must be submitted to:
Patient Support Program for Decision-Making and Transition Services
Email: Andrea.Hall09@hhs.texas.gov

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

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

Applications submitted by facsimile, or any other method not specified in this OE, will NOT be accepted or considered.

The Application must be submitted by e-mail.

This open enrollment contains standardized requirements that all respondents must meet to be considered for entering into a contract with HHSC under the open enrollment. Failure to comply with these requirements will result in disqualification of the respondent without further consideration. Each respondent is solely responsible for the preparation and submission of an enrollment application in accordance with instructions contained in the open enrollment.

14.1. E-MAIL SUBMISSION

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

The Application, including all documentation outlined in Section 14, 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 (final date for receipt of Application) 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 the designated email address 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 Exhibit that may be read by Microsoft office® software. Any documents with signatures shall be submitted as an Adobe® portable document format (pdf) file. [HHSC][DSHS] 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 Sole 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 any Applicant's delivery or mail service or for Applications sent by e-mail that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any HHSC anti-virus or other security software. It is Applicant's sole responsibility to ensure that the submitted Application is accessible by HHSC at any time HHSC elects to access the submitted Application.

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

SECTION 15. SCREENING OF APPLICATIONS

Neither issuance of this OE nor retention of Applications constitutes a commitment on the part of 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 interest 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. By submitting an Application, Applicant attests that 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:

- a. Ask questions or request clarification from any Applicant at any time during the OE and screening process, and

- b. Conduct studies and other investigations as necessary to evaluate any Application.

Informalities:

HHSC reserves the right to waive minor informalities in an Application. A "minor informality" is an omission or error that, in HHSC 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 informality (e.g., Exhibit A, HHS Solicitation Affirmations, which must be signed and submitted with the Application). If an Applicant is disqualified, a new Application may be submitted if received by the OE deadline for receipt of Applications. However, all applications, including any new Application, are subject to all disqualifying factors set forth in the OE or otherwise applicable pursuant to governing authority.

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:

- a. Applicant has an unfavorable report or grade on the Texas Comptroller of Public Accounts' Vendor Performance Tracking System (VPTS).
OR,
- b. Applicant is currently under a corrective action plan through HHSC, OR,
- c. Applicant has had repeated, negative vendor performance reports for the same reason, OR,
- d. Applicant has a record of repeated non-responsiveness to vendor performance issues, OR,

- e. Applicant has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or sub-standard performance.

In addition, 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:

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

SECTION 16. AWARD PROCESS

16.1. CONTRACT AWARD AND EXECUTION

HHSC intends to award one or more contracts as a result of this OE. However, 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.

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

In addition to the initial screening process, all required verification checks will be conducted for each Applicant to determine eligibility for award.

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

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.

SECTION 17. DISCLOSURE OF INTERESTED PARTIES

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

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

For further information:

Reference Section 2252.908 of the Texas Government Code and Title 1, Part 2, Chapter 46, Disclosure of Interested Parties of the Texas Administrative Code.

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.