



TEXAS

Health and Human Services

**Open Enrollment
for
Post-Acute Rehabilitation Services (PARS)**

Open Enrollment No.: HHS0007728

NIGP Class/Item Codes:

948-86 Therapy and Rehabilitation Services
952-15 Case Management
952-21 Counseling Services

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1. INTRODUCTION

The Health and Human Services Commission (HHSC) is seeking Applications to contract for the provision of Post-Acute Rehabilitation Services (PARS) for people who have a traumatic brain injury (TBI), traumatic spinal cord injury (TSCI), or both.

The services and requirements are fully described in the Statement of Work, Section 8.

The minimum eligibility requirements for Applicants and Providers are provided in Section 4.

1.1. OVERVIEW

1.1.1. Overview of HHSC

Since 1991, HHSC has overseen and coordinated the planning and delivery of health and human service programs throughout Texas. HHSC is established in accordance with *Texas Government Code* Chapter 531 and is responsible for the oversight of all Texas Health and Human Service agencies (HHS Agencies).

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication.

1.1.2. Project Overview

HHSC will work in collaboration with Providers to provide an array of training and support services to individuals who have a TBI, TSCI or both to function more independently in the home and community.

2. GENERAL INFORMATION

2.1. POINT OF CONTACT

The HHSC Point of Contact for inquiries concerning this Open Enrollment until completion of the initial application screening is:

Point of Contact:	Brettany Boozer, Program Supervisor
Phone:	(512) 438-4364

Email:	CRS_Contracts@hhsc.state.tx.us
Office Hours:	8:00 AM to 5:00 PM CST Monday through Friday

Applicants must direct all requests, communications, and questions relating to this Open Enrollment to the HHSC Point of Contact named above, unless specifically instructed to an alternate contact by HHSC.

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the Contract Specialist.

2.2. SCHEDULE OF EVENTS

All dates are tentative are subject to change at HHSC's sole discretion. Applications must be received by the HHSC Point of Contact designated in [Subsection 2.1](#), by the enrollment closing period provided in the Schedule of Events below. Late applications will be deemed non-responsive and will not be considered.

Schedule of Events	
OE Period Opens	May 15, 2020
OE Period Closes	August 31, 2024 at 5:00 PM CST
Anticipated Contract Start Date	<i>Approximately 30 days after all screening requirements are met and at final execution of contract.</i>

Applications may be withdrawn from consideration or amended at any time prior to the deadline by submitting a written request, to withdraw or amend, by e-mail to the Point of Contact, [Subsection 2.1](#). The e-mail subject line should contain the Open Enrollment number and title as indicated on the cover page of this Open Enrollment. The Applicant is solely responsible for ensuring that Applicant's email is received by HHSC in a timely manner.

2.2.1. Adjustments to Closing Date

HHSC may, at its sole discretion, adjust the closing date for this Open Enrollment, to meet the needs of HHSC. If an adjustment is made to the closing date specified in the Schedule of Events above, an addendum will be posted on the HHS Open Enrollment Opportunities web site.

2.2.2. Changes, Modifications and Cancellation

HHSC reserves the right to change, amend, modify, or cancel this Open Enrollment and will post all changes amendments and modifications and cancellation notices to the HHS Open Enrollment Opportunities web page.

It is the responsibility of each Applicant to periodically check the HHS Open Enrollment Opportunities web page for any additional information regarding this Open Enrollment. Failure to check the HHS Open Enrollment Opportunities web page will in no way release any Applicant or awarded Contractor from the requirements of posted Addenda or additional information. 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 or for the failure of any Applicant or awarded Contracto to stay informed of all posting to the HHS Open Enrollment Opportunities web page.

If the Applicant fails to monitor the HHS Open Enrollment Opportunities web page for any changes or modifications to this Open Enrollment, such failure will not relieve the Applicant of its obligation to fulfill the requirements as posted.

2.3. OPEN ENROLLMENT ADVERTISEMENT AND ADDENDA

HHSC Procurement and Contracting Services (PCS) will post this Open Enrollment on the HHS Open Enrollment Opportunities web page that can currently be accessed at:

<https://apps.hhs.texas.gov/pcs/openenrollment.cfm>

HHSC reserves the right to revise this Open Enrollment at any time. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted as an Addendum on the HHS Open Enrollment Opportunities web page.

Applicant is responsible for checking the HHS Open Enrollment Opportunities web page frequently for changes and notices of matters affecting this Open Enrollment. Failure to check the HHS Open Enrollment Opportunities web page will in no way release the Applicant from the requirements of any revisions, addenda, or additional information. 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 or for the failure of any Applicant or Provider to stay informed of all postings to the [HHS Open Enrollment Opportunities](#) web page.

2.4. OPEN ENROLLMENT QUESTIONS AND CLARIFICATIONS

Written questions and requests for clarification regarding this Open Enrollment are permitted if submitted by e-mail to the HHSC Point of Contact, [Subsection 2.1](#) by the deadline established in the Schedule of Events, [Subsection 2.2](#), or deadlines established in subsequent Addenda, if any, posted to the HHS Open Enrollment Opportunities web page.

HHSC will post answers to questions to the HHS Open Enrollment Opportunities web page. Responses to questions or other written requests for clarification will be consolidated and posted in one or more Addendum on the HHS Open Enrollment Opportunities web page and will not be provided individually to requestors. HHSC reserves the right to amend answers prior to this Open Enrollment's closing date.

Questions must reference the appropriate Open Enrollment page and section numbers.

All questions and requests for clarification must include the following information regarding this Open Enrollment:

- a. Open Enrollment Number
- b. Section or Paragraph number
- c. Page Number
- d. Exhibit and Section or Paragraph number from the Exhibit
- e. Page Number of the Exhibit
- f. Language, Topic, Section Heading being questioned
- g. Question for HHSC

Requestor Contact Information must be included in the body of the e-mail submitted with questions:

1. Name
2. Phone Number
3. E-Mail address

2.5. AMBIGUITY, CONFLICT, DISCREPANCY

Applicants must notify HHSC Point of Contact, [Subsection 2.1](#), in writing of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or error in this Open Enrollment prior to submitting an Application.

If Applicant fails to timely notify HHSC of such issues, Applicant submits its Application at its own risk and, if awarded a contract, Applicant, whether awarded a contract or not:

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

2.6. COSTS INCURRED

Applicants understand that issuance of this Open Enrollment or retention of Applications in no way constitutes a commitment by HHSC to award a Contract. HHSC accepts no obligations for costs incurred in preparing and submitting an Application, including, but not limited to, preparing for or participating in oral presentations and site visits. Applications shall be submitted at the sole expense of the Applicant. All Applicants shall be prepared simply and economically, providing a straightforward, concise delineation of the Applicant’s capabilities to satisfy the requirements of this Open Enrollment.

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 and in any Proposal submitted in response to this Open Enrollment. All other terms have their ordinary and common meaning.

TERM	DEFINITION
Applicant or Respondent	Any eligible entity that submits an Application in response to this Open Enrollment. Unless the context clearly indicates otherwise, all terms and conditions of this Open Enrollment and resulting Contract that refers to Respondent or Applicant applies with equal force to Contractor.
Application	A single submission and collection of required documentation in response to this OE.
Contract	Any Contract(s) awarded resulting from this Open Enrollment.
Contractor	An Applicant, if any, awarded a contract as a result of this Open Enrollment. May also be referenced as Provider.
CRS	The HHSC Comprehensive Rehabilitation Services program
Individual Supported by CRS	Person receiving services who has a TBI, TSCI , or both.

Licensed Professional	A person who has completed a prescribed program of study in a health field and who has obtained a license indicating his or her competence to practice in that field in Texas. Examples of licensed professionals include a physician, registered nurse, occupational therapist, physical therapist, licensed professional counselor, or social worker.
Open Enrollment (OE)	This Open Enrollment, including all attachments, exhibits and addenda posted to the HHSC Open Enrollment Opportunities website.
Post-Acute Rehabilitation Services (PARS)	Services provided for individuals with a TBI and/or TSCI as recommended by an interdisciplinary team to address deficits in functional and cognitive skills based on individualized assessed needs. Services may include behavior management, the development of coping skills, and compensatory strategies. Individuals with a TBI and a TSCI are eligible for residential services. Individuals with a TSCI can receive these services in a non-residential setting.
Provider	An Applicant who is awarded a Contract as a result of this Open Enrollment. May also be referenced as Contractor.
Statement of Work	A description of what an applicant must offer. The written statement or description and enumeration of services to be performed.
State	The State of Texas

4. MINIMUM ELIGIBILITY REQUIREMENTS

To be eligible to apply for a Contract and receive an award through this Open Enrollment, Applicants and Providers must be qualified and meet all requirements of this Open Enrollment.

4.1. ELIGIBLE FACILITIES

A. Assisted Living Facility (ALF)

1. Type A Assisted Living Facility:

For residents who do not require routine attendance during sleeping hours and are capable of following directions in an emergency; or

2. Type B Assisted Living Facility:

For residents who require routine attendance during sleeping hours, staff assistance to evacuate, are not capable of following directions in an emergency.

- B. Nursing Facility** – provides institutional care to individuals whose medical condition regularly requires the skills of licensed nurses
- C. General Hospital** – provides Inpatient and Outpatient hospital services
- D. Specialty Hospital** – provides Inpatient Comprehensive Medical Rehabilitation Services
- E. Chemical Dependency Treatment Center** – offers treatment for persons with chemical dependency
- F. Home and Community Support Services Agency (HCSSA)** – provides services for therapeutic, nursing, supportive and/or compensatory health services provided by a licensed/certified home health agency in a licensed/certified home or community based setting

4.2. FACILITY LICENSING REQUIREMENTS

The Applicant must have a current license issued by HHSC Regulatory Services and be operating as an eligible facility prior to contract execution.

The license must be valid, must be current and must not have been withdrawn or denied. The license must remain valid during this Open Enrollment's Application review process and throughout the entire term of any resulting contract, including all periods of renewal, if any.

- A. Assisted Living Facility (ALF)** - Type A or Type B, Licensed by the HHSC Health Facility Licensing Group
- B. General Hospital** – Licensed by the HHSC Health Facility Licensing Group
- C. Specialty Hospital** – Licensed by the HHSC Health Facility Licensing Group
- D. Chemical Dependency Treatment Center** – Licensed by HHSC
- E. Home and Community Support Services Agency (HCSSA)** – A residential facility licensed to operate in Texas by HHSC; or a non-residential post-acute facility, that is either facility or community based, providing services under contract awarded as a result of this Open Enrollment and who is not licensed by HHSC as an assisted living

facility, nursing facility, hospital (general or special), or chemical dependency center.

4.3. ACCEPTANCE LETTER FOR PENDING LICENSE

Applicants who have applied for a license and have received an acceptance letter/email from HHSC for the specific facility type, may provide the acceptance letter/email with their response to this Open Enrollment.

The HHSC acceptance letter/email must indicate the application is complete for the specific facility type and has been accepted by HHS for the document to be considered compliant.

4.4. ACCREDITATION REQUIREMENTS

In conjunction with appropriate licensing, each Applicant and Provider must currently have an accreditation, or obtain it within two years after contract execution.

A. Assisted Living Facility (ALF)

1. Joint Commission on Accreditation of Health Care Organizations (JCAHO); or
2. Commission on Accreditation of Rehabilitation Facilities (CARF).

B. Nursing Facility

1. Joint Commission on Accreditation of Health Care Organizations (JCAHO); or
2. Commission on Accreditation of Rehabilitation Facilities (CARF).

C. General Hospital

1. Joint Commission on Accreditation of Health Care Organizations (JCAHO); or
2. The American Osteopathic Association (AOA) ;or
3. Commission on Accreditation of Rehabilitation Facilities (CARF).

D. General or Specialty Hospital

Hospitals providing inpatient comprehensive medical rehabilitation services

1. Joint Commission on Accreditation of Health Care Organizations (JCAHCO);
2. Commission on Accreditation of Rehabilitation Facilities (CARF) and must be as a:
 - (a) Medical Rehabilitation Program – comprehensive Inpatient Category One if accredited before July 1, 1998; or

- (b) Comprehensive integrated inpatient rehabilitation program if accredited July 1, 1998 or later.

E. Chemical Dependency Treatment Center

- 1. Joint Commission on Accreditation of Health Care Organizations (JCAHCO); or
- 2. Commission on Accreditation of Rehabilitation Facilities (CARF);

F. Home and Community Support Services Agency (HCSSA)

- 1. Community Health Accreditation Partner (CHAP); or
- 2. Joint Commission on Accreditation of Health Care Organizations (JCAHCO); or
- 3. Accreditation Commission for Health Care (ACHC), Inc.

4.5. EXPERIENCE

Have a minimum of three years experience providing the rehabilitation services for TBI or TSCI or both.

4.6. CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

Contractor's staff, including department directors, or equivalent positions, providing services that, by law, require a professional license or certification to provide those services, must hold a current, valid, and applicable Texas license and/or certification in good standing.

Department directors or equivalent positions, are responsible for ensuring that the all Provider's staff hold a current, valid, and applicable Texas license and/or certification in good standing.

The Contractor must provide copies to HHSC of all licenses and/or certifications at application, HHSC's request, and upon annual contract reviews.

4.6.1. Staffing Approval by HHSC

- 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. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to HHSC for the acts and omissions of the Contractor's employees, agents (including, but not limited to, lobbyists) and Subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents (including, but not limited to, lobbyists) and Subcontractors performing the services under the Contract.

- B. Any person employed by the Contractor shall, at the written request of HHSC, and within HHSC's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

5. CONTRACT TERM

5.1. CONTRACT TERM

HHSC will award one or more Contracts under this Open Enrollment.

The term of Contract will be effective on the date last signed by both the Provider or HHSC and will expire five years after the date of execution, unless terminated earlier pursuant to the terms and conditions of the Contract.

5.2. EXTENSION

At the sole discretion of HHSC, the Contract may be extended as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State. This extension period may be up to an additional one year period.

6. CONTRACT PRECEDENCE

Applicants shall carefully review Exhibit H, Sample Contract Signature Document.

At a minimum, the following documents will be incorporated into the Contract:

- a. The executed Signature Document (Contract)
- b. The completed documents submitted in response to this Open Enrollment by the Contractor inclusive of:
 - 1. Signed Affirmations and Solicitation Acceptance, Exhibit A
 - 2. All required exhibits required to be submitted and signed, as applicable
- c. HHSC Uniform Terms and Conditions, Exhibit B
- d. HHSC Supplemental Conditions, Exhibit B.1
- e. This Open Enrollment and all exhibits;
- f. All modifications, addenda and amendments issued in conjunction with this Open Enrollment

7. INSURANCE

Unless otherwise specified in this Contract, Applicant will acquire and maintain, prior to contract execution and for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential

liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance.

All required bonds and insurance shall be in a form satisfactory to HHSC and must be issued by companies or financial institutions that:

- a. have both a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.;
- b. have a Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.; and
- c. are duly licensed, admitted and authorized to do business under the laws of the State of Texas.

Upon request by HHSC, Provider will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of HHSC the nature and extent of coverage granted by each such policy. In the event that any policy is determined by HHSC to be deficient to comply with the terms of this Contract, Provider will secure such additional policies or coverage as HHSC may request or that are required by law or regulation. If coverage expires during the term of this Contract, Provider must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Provider and its subcontractors, if any. Provider is responsible for ensuring its subcontractors' compliance with all requirements. All insurance policies must:

- 1) be written on a primary and non-contributory basis with any other insurance coverages the Applicant currently has in place; and
- 2) include a waiver of subrogation. Applicant must ensure that all insurance policies and certificates of insurance for required coverage are written to include all services and locations related to Applicant's performance under the Contract.

All certificates of insurance for required coverage other than workers compensation and professional liability must name HHSC and its officers, directors, and employees as additional insureds.

8. STATEMENT OF WORK

The purpose of HHSC's Comprehensive Rehabilitation Services (CRS) program is to help eligible persons who have a TBI and/or TSCI improve their ability to function independently in the home and the community. The program focuses to improve self-care, communication, and mobility.

Information and guidelines about the Comprehensive Rehabilitation Services (CRS) program may be accessed at: The CRS Standards for Provider's Manual may be accessed at:

<https://hhs.texas.gov/laws-regulations/handbooks/comprehensive-rehabilitation-services-crs-standards-providers>

8.1. AUTHORIZED SERVICES FOR INDIVIDUALS SUPPORTED BY CRS

CRS is authorized to offer PARS for Residential, Non-Residential and Outpatient Therapy Services. To be eligible to receive these services the individual must have either a TBI or a TSCI. The services are provided through an interdisciplinary team approach and identified on the Individual Program Plan (IPP). The contractor will request specific services which must be pre-authorized by the CRS program Counselor. Once approved by the Counselor, a Service Authorization (SA) will be issued in writing to the contractor and will outline approved services to be rendered. Any changes to treatment or the SA must be submitted to the Counselor for review and approval.

The services are defined in the CRS Standards for Provider's Manual and, unless otherwise specified, should be considered all-inclusive. The Contractor (Provider) is, at all times, responsible for complying with the most current version of the HHSC CRS Standards for Providers Manual.

The Contractor must provide all PARS in accordance with all Texas and HHSC statutes, regulations, rules, policies, and guidelines that govern the PARS, including, but not limited to, [Title 40, Part 2, Chapter 107, Subchapter D of the Texas Administrative Code](#) and the most current CRS Standards for Providers Manual.

Services that are provided are based on an assessment of the individual's deficits with the goal of achieving independence in the home and community and/or establish new patterns of cognitive activity or compensatory mechanisms.

8.1.1. Residential Services

To receive services in a residential setting, the individual must have a TBI or have a TBI with a TSCI.

8.1.2. Non-Residential Services

To receive services in a non-residential setting, the individual may have a TBI, TSCI or both.

8.1.3. Outpatient Therapy Services

Outpatient therapy services are provided on a one-on-one basis by licensed therapists to participants who have a TBI, TSCI, or both. A physician must prescribe outpatient therapy services (as applicable), and the prescribed services are to be provided without admittance to a hospital. Outpatient therapy services are to be utilized as a continuum of PARS services and does not include residential or non-residential base services. Outpatient therapy services include core services, but are not limited to: occupational therapy, physical therapy, speech therapy, mental health counseling, and substance abuse services.

8.1.4. Ancillary Services

Goods or services approved by the CRS program that are not part of the approved rates for PARS are considered ancillary and must be preauthorized before goods or services are rendered. If goods or services are not preauthorized, then there is no guarantee of payment.

8.1.5. Third Party Benefits

If an individual has third party benefits, the Contractor is required to provide HHSC CRS with the explanation of benefits (EOB) or denial from other pay sources(s).

It is the Contractor's responsibility to communicate with HHSC CRS staff regarding pre-authorizations or estimated third party payment prior to service delivery in order for HHSC CRS staff to provide appropriate authorization of services.

Payment by a financial agent, including but not limited to self-Insured plans, commercial/private insurance plans, Medicare, Medicaid, or other parties that are, by statute, contract, or agreement, legally responsible for payment of a claim for a health care item or service.

HHSC CRS is considered a payor of last resort.

8.2. ELIGIBLE PERSON POPULATION

A person eligible is determined by applicable law, [Title 40, Part 2, Chapter 107, §107.707, Texas Administrative Code](#) and the individual must meet

eligibility requirements as outlined in the CRS Standards for Providers Manual.

Eligibility information about the HHSC CRS program may be accessed at: <https://hhs.texas.gov/services/disability/comprehensive-rehabilitation-services-crs>

8.2.1. Eligible Person Characteristics

Contractor must be prepared to serve individuals with characteristics, including but not limited to:

8.2.1.1 Cognitive Deficits

- a. Attention
- b. Concentration
- c. Distractibility
- d. Memory
- e. Speed of Processing
- f. Confusion
- g. Perseveration
- h. Impulsiveness
- i. Language Processing
- j. Executive functions

8.2.1.2 Speech and Language Deficits

- a. Not understanding the spoken word (receptive aphasia)
- b. Difficulty speaking and being understood (expressive aphasia)
- c. Slurred speech
- d. Speaking very fast or very slow
- e. Problems reading
- f. Problems writing

8.2.1.3 Sensory Deficits

Difficulties with interpretation of touch, temperature, movement, limb position and fine discrimination.

8.2.1.4 Perceptual Deficits

Difficulty with the integration or patterning of sensory impressions into psychologically meaningful data.

8.2.1.5 Vision Deficits

- a. Partial or total loss of vision
- b. Weakness of eye muscles and double vision (diplopia)

- c. Blurred vision
- d. Problems judging distance
- e. Involuntary eye movements (nystagmus)
- f. Intolerance of light (photophobia)

8.2.1.6 Hearing Deficits

- a. Decrease or loss of hearing
- b. Ringing in the ears (tinnitus)
- c. Increased sensitivity to sounds

8.2.1.7 Smell Deficits

Loss or diminished sense of smell (anosmia)

8.2.1.8 Taste Deficits

Loss or diminished sense of taste

8.2.1.9 Seizures

The convulsions associated with epilepsy that can be several types and can involve disruption in consciousness, sensory perception, or motor movements.

8.2.1.10 Physical Changes

- a. Physical paralysis/spasticity
- b. Chronic pain
- c. Control of bowel and bladder
- d. Sleep disorders
- e. Loss of stamina
- f. Appetite changes
- g. Regulation of body temperature
- h. Menstrual difficulties

8.2.1.11 Social Emotional Deficits

- a. Dependent behaviors
- b. Emotional ability
- c. Lack of motivation
- d. Irritability
- e. Aggression
- f. Depression
- g. Disinhibition
- h. Denial / lack of awareness

8.3. SERVICE PROVIDER LOCATION(S)

The CRS program is state-wide, but specific provider service location(s) must be individually approved by HHSC.

The Contractor agrees that the individual's services provided under this Contract shall be provided at the approved location(s) specified on the Service Authorization(s) form issued by HHSC.

If the Contractor wishes to add or remove an approved location, the Contractor may request this modification via written request. HHSC, in its sole discretion, may approve or reject changes to the approved location(s).

8.4. CONTINGENCY DISASTER SERVICES

In the event of a local, state, or federal emergency, including pandemic, epidemic, natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Contractor may be called upon to assist HHSC in providing the following services for the persons in their care at the time of the declaration:

- a. Community evacuation;
- b. Health and medical assistance;
- c. Assessment of health and medical needs;
- d. Health surveillance;
- e. Medical care personnel;
- f. Health and medical equipment and supplies;
- g. Patient evacuation;
- h. In-hospital care and hospital facility status;
- i. Food, drug and medical device safety;
- j. Worker health and safety;
- k. Mental health and substance abuse;
- l. Public health information;
- m. Vector control and veterinary services; and
- n. Victim identification and mortuary services.

8.5. GOAL AND PERFORMANCE MEASURES

Contractor performance evaluation is based on assessment of the output and outcome measures outlined below and in compliance with the terms and conditions of the Contract, as indicated by HHSC contract management and contract monitoring performed by HHSC staff.

PARS residential and non-residential providers must administer the Mayo-Portland Adaptability Inventory (MPAI)-4 or Functional Independence Measure (FIM) to all individuals receiving services and must be completed and signed by a licensed professional.

8.5.1. Goal

The goal of the PARS program and any contract awarded under this Open Enrollment is to ensure that individuals who have a TBI or TSCI, or both, receive individualized rehabilitation services to aid in attaining independence in the home and community.

8.5.2. Performance Measures

The Contractor must be in compliance with all contractual obligations, including but not limited to delineated outcome and customer satisfaction measures.

In addition to the Contractor's compliance with all of its obligations and duties under the Contract resulting from this Open Enrollment, HHSC will evaluate the performance of the Provider on the basis of the following performance measures:

Performance Measures
Goal of the Contract: To provide individualized rehabilitation services to eligible persons, which aid in achieving independence in the home and community.
Outcome #1: The individual is discharged to a home and community setting.
Outcome Performance Period: Contractor performance for this outcome is determined on a case by case basis, as the individual discharges from the facility.
Outcome Indicator: Percent of individuals in the discharged to home and community settings compared to admissions.
Outcome Target: 100%
Purpose: To ensure individuals are provided rehabilitation services that aid in achieving independence in the home and community.
Data Source: Data collection system as defined by CRS program management
Methodology: The facility must report discharge location to HHSC counselor upon discharge from the facility.

8.5.3. License Action Notice

Contractor shall notify its assigned HHSC contract manager of any action impacting Contractor's or subcontractor's license to provide services under this Contract within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the license action; and
- d. License or case reference number.

8.5.4. Utilization Review

The use of utilization and review activities ensures program fiscal integrity, addresses the state mandate requiring program funds be spent only as allowed under state laws and regulations, and ensure that services are based on medical necessity and efficacy of services provided.

Records are chosen for review through a random sample or if billing issues are noted by CRS field staff. Review of individual records with services and billing occur from the point of entry into the CRS program until after the individual ends/concludes treatment and may include prospective, concurrent, and retrospective review activities.

Additionally, Contractors are required to participate in cost reporting and cost surveys performed by the HHSC Rate Analysis Department.

8.5.5. Notice of Criminal Activity and Disciplinary Actions

A. Contractor shall immediately report in writing to its assigned 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 their agent, employee, subcontractor or volunteer who is providing services under this Contract has:

1. 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
2. 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 felony sex crime.

- B.** 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 System Agency.

8.6. PAYMENT TERMS

HHSC will pay the Contractor for referred services provided and invoiced in accordance with the terms and conditions of the Contract. However, HHSC makes no guarantee or promise regarding the level or amount of services that may be requested or authorized under this Contract.

HHSC is the payor of last resort; therefore, all comparable benefits must be exhausted prior to payment of services.

HHSC will pay for services in accordance with applicable adopted [CRS PARS rates](#), unless otherwise specified.

All payments by HHSC under this Contract will be made in accordance with the Texas Prompt Payment Act, *Texas Government Code*, Chapter 2251. Contractor shall pay any subcontractors in accordance with *Texas Government Code* §2251.022.

Any Contract resulting from this Open Enrollment will be paid on a combination of fee-for-service and per diem reimbursement methods funded by state money based on services provided.

Total funding for these services for all Contracts is an estimated projection of \$12,000,000.00 annually.

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 HHS Agency contracts are subject to appropriations, the availability of funds, and termination.

8.6.1. Prohibited Payments

Contractor **will not** be paid for services provided:

- If a comparable benefit is available to fund services;
- Without a Service Authorization from HHSC;
- Outside the date range authorized in the Service Authorization; or

- Without a denial of benefits and explanation of benefits, as applicable.

8.6.2. Third Party Payment

Payment by a financial agent, including but not limited to self-Insured plans, commercial/private insurance plans, Medicare, Medicaid, or other parties that are, by statute, contract, or agreement, legally responsible for payment of a claim for a health care item or service.

HHSC CRS is considered a payor of last resort.

If an individual has third party benefits, the Contractor is required to provide HHSC CRS with the explanation of benefits (EOB) or denial from other pay sources(s).

It is the Contractor's responsibility to communicate with HHSC CRS Staff regarding pre-authorizations or estimated third party payment prior to service delivery in order for HHSC CRS staff to provide appropriate authorization of services.

8.7. CRS PARS PAYMENT RATES

An indicator of the level of need for services under PARS is based on historical utilization data. However, no level of service is guaranteed by this Open Enrollment or constitutes any promise or guarantee of service utilization on the part of HHSC.

The methodology to determine a per diem and a fee for service state-wide rate includes:

- a. PARS Residential includes a base component, which covers room and board, administration, personal assistance, and facility and operations costs and a tiered rate structure for core therapy services;
- b. PARS Non-Residential includes a community and facility base and a core service component, which covers core therapy services and is billed in 15-minute increments.
- c. PARS Outpatient Services includes individual services that covers core therapy services and is billed in 15-minute increments.

An overview, [reference to reimbursement methodology](#), CRS Rules and payment rate information for residential, non-residential and outpatient service for the CRS Program and the current adopted rates may be found under Payment Rate Information which may be accessed at:

<https://rad.hhs.texas.gov/long-term-services-supports/comprehensive-rehabilitation-services-program-crs>

HHSC will only pay for PARS that have been pre-approved by the Comprehensive Rehabilitation Services Counselor documented in the Individual Program Plan (IPP). Detailed service delivery data must be uploaded each month into the CRS Data Reporting System. This information collected will be utilized to evaluate the per diem and fee for service state-wide rates.

8.7.1. PARS Residential Rates

PARS Residential includes a base component, which covers room and board, administration, personal assistance, and facility and operations costs and a tiered rate structure for core therapy services.

a. Daily Rate

The Daily Rate is the total for the Core Services Tier Rate, Base Per Diem Rate and the Therapy Evaluation Per Diem Rate, as applicable to the services provided.

b. Base Per Diem Rate

Rate covers room and board, administration, paraprofessional services, medical (physician and nursing services), dietary/nutritional services, case management, and facility and operations costs.

c. Therapy Evaluation Per Diem Rate

The evaluation per diem is based on providing an average of one evaluation each month.

d. Core Services Tier Rate

The core services tier rate is calculated by reviewing the reimbursement for core services and determining hourly proxy rate for those core services. The hourly rate is applied to the tiered rate structure at the prescribed hourly increment for each tier.

Core services include:

1. Aquatic Therapy;
2. Art Therapy;
3. Behavior Management;
4. Chemical Dependency Counseling Treatment;

5. Cognitive Rehabilitation Therapy;
6. Family Therapy;
7. Massage Therapy;
8. Mental Health Counseling;
9. Music Therapy;
10. Neuropsychological Services;
11. Neuropsychiatric Services;
12. Occupational Therapy;
13. Physical Therapy;
14. Recreational Therapy;
15. Speech/Language Pathology

e. Transportation

A transportation fee can be billed one time a day if the contractor transports the individual to appointments or community outings that are identified on the (IPTP).

8.7.2. PARS Non-Residential Rates

PARS Residential includes a base component, which covers room and board, administration, personal assistance, and facility and operations costs and a tiered rate structure for core therapy services.

a. Hourly Base Rate for PARS- Non-Residential

A standard facility or community base fee per hour and covers dietary and nutritional services, medical services, nursing services, and administrative and/or operational costs.

b. Core Services

Core services are paid in 15-minute increments and can be provided as individual, group, small group, evaluation and re-evaluation as specified in the CRS Standards for Providers.

Core services include:

1. Aquatic Therapy;
2. Art Therapy;
3. Behavior Management;
4. Chemical Dependency Counseling Treatment;
5. Cognitive Rehabilitation Therapy;
6. Family Therapy;
7. Massage Therapy;
8. Mental Health Counseling;
9. Music Therapy;
10. Neuropsychological Services;

11. Neuropsychiatric Services;
12. Occupational Therapy;
13. Physical Therapy;
14. Recreational Therapy;
15. Speech/Language Pathology
16. Case Management
17. Community Independence Supports-Certified Brain Injury Specialist
18. Community Independence Supports-Paraprofessional
19. Medical Team Conference
 - a. With individual supported and/or family present
 - b. Individual supported and/or family not present

c. Transportation

A transportation fee can be billed one time a day if the contractor transports the individual to appointments or community outings that are identified on the (IPP).

8.7.3. Outpatient Therapy Rates

Outpatient Therapy Services is paid based upon the Non-residential rates schedule, but does not include case management, community independence supports, and facility or community-based fees.

a. Core Services

Core services are paid in 15-minute increments and can be provided as individual, group, small group, evaluation and re-evaluation as specified in the CRS Standards for Providers.

Core services include:

1. Aquatic Therapy;
2. Art Therapy;
3. Behavior Management;
4. Chemical Dependency Counseling Treatment;
5. Cognitive Rehabilitation Therapy;
6. Family Therapy;
7. Massage Therapy;
8. Mental Health Counseling;
9. Music Therapy;
10. Neuropsychological Services;
11. Neuropsychiatric Services;
12. Occupational Therapy;
13. Physical Therapy;
14. Recreational Therapy;

- 15. Speech/Language Pathology
- 16. Medical Team Conference
 - a. With individual supported and/or family present
 - b. Individual supported and/or family not present

b. Transportation

A transportation fee can be billed one time a day if the contractor transports the individual to appointments or community outings that are identified on the (IPP).

8.8. ANCILLARY SERVICES

Ancillary services will be paid as fee-for-service and based on current HHSC rates. Ancillary services require an additional service authorization to the contractor or vendor provider providing the good and/or service. Ancillary services will be paid utilizing Current Procedural Terminology (CPT) that are determined by HHSC Rate Analysis Department. For services and purchases for which a specific rate can be established without regard to the individual receiving the service or item, but for which a CRS rate has not yet been set at the time an individual's program planning team determines that the service is required, HHSC will establish an interim CRS rate.

8.9. INVOICE PROCESS

Reference the CRS Standards for Providers manual, Chapter 6 General Billing Guidelines, Subsection 6.4 Invoices.

The Contractor shall submit an invoice each month as referenced in the CRS Standards manual with the total amount for payment in accordance with the adopted rates and the requirements listed herein.

8.9.1. Invoice Due Date

Invoices are due by the 15th of each month for all services provided in the previous month.

Failure to submit invoices on time may be considered a Contract compliance issue and be used in evaluating renewal or termination of the Contract.

8.9.2. Supporting Documentation for Services and Financial Information

Each monthly invoice must include the supporting detailed program services records, containing the established reporting information, which must be uploaded into the CRS Data Reporting

System by the 15th of the following month. The CRS Data Reporting System is a repository data based that each contractor will be provided access to enter in the data or upload a csv file each month.

PARS providers are also required to complete Cyber Training as outlined in the CRS Standards for Providers.

If there is a third-party benefit, the Contractor must provide all applicable communication and status of pending claims by the Program.

8.9.3. Invoice Requirements

- Each invoice must contain, at a minimum, the information provided in the CRS Standards manual, [Subsection 6.4](#)
- Each monthly invoice submitted must be in accordance with [34 TAC Part 1, Chapter 20, Subchapter F, Division 1, § 20.487](#)

9. CONFIDENTIAL OR PROPRIETARY INFORMATION

9.1. 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:

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);

1. **Certify in Original Application - Affirmations and Solicitation Acceptance (attached as Exhibit A to this Open Enrollment):** certify, in the designated section of the Affirmations and Open Enrollment Acceptance, Applicant's confidential information assertion and the filing of its Public Information Act Copy; and
2. **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 Open Enrollment). 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 (c) 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 Open Enrollment, Applicant agrees that, if Applicant does not mark the original Application, provide the required certification in the Affirmations and Solicitation Acceptance (Exhibit A), 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 any or all 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 and in any Open Enrollment, 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 a 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 Open Enrollment process, Applicant acknowledges that all information, documentation, and other materials submitted in the Application in response to this Open Enrollment 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>

9.2. APPLICANT WAIVER – INTELLECTUAL PROPERTY

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

10. APPLICATION SUBMISSION REQUIREMENTS

Applicants or interested parties are responsible for periodically checking the HHS Open Enrollment Opportunities website for updates to this Open Enrollment prior to submitting an application. An Applicant's failure to periodically check HHS Open Enrollment Opportunities website will in no way release the Applicant from addenda or additional information resulting in additional costs to meet the requirements of this Open Enrollment.

HHS Open Enrollment Opportunities may be accessed at:
<https://apps.hhs.texas.gov/pcs/openenrollment.cfm>

All required documents must be received by HHSC by the due date and time listed in the Schedule of Events in [Subsection 2.2](#).

Address for delivery by Mail or Expedited Delivery Services

Operating Hours – 8:00 A.M. to 5:00 P.M. (Central Time)

Health and Human Services Commission

Attn: Brettany Boozer

Comprehensive Rehabilitation Services, Mail Code 3084

701 West 51st Street

Austin, Texas 78751

Applications should be submitted either by email, regular mail, or delivery service. **DO NOT** submit an Application by more than one of the options for submission as referenced below.

10.1. ELECTRONIC (E-MAIL) SUBMISSION

Application and all required documentation may be submitted by e-mail to the Point of Contact listed in [Subsection 2.1](#).

The documentation must be organized as provided in Section 11 of this Open Enrollment.

If there is difficulty submitting Application by e-mail, submit the response documentation as outlined in Sections 10.2 and 10.3.

10.2. PORTABLE MEDIA BY REGULAR MAIL OR EXPEDITED DELIVERY SERVICES

Applicant must submit two copies of all required documents as scanned versions (.pdf) and provide on two separate portable media devices, such as flash drive, to the address in Section 10. The documentation on the portable media must be organized as provided in Section 11.

The portable media devices and their content must be compatible with Microsoft Office. Applicants must ensure there are no encryptions on these devices that would prevent HHSC from opening the documents.

The envelope or package with the portable media devices must be labeled with:

- HHSC Open Enrollment No.
- Title of Open Enrollment
- Applicant Legal Name and DBA, if applicable
- Point of Contact, phone and e-mail address
- Date of Submission

10.3. HARDCOPY BY REGULAR MAIL OR EXPEDITED DELIVERY SERVICES

Submit one *Original* hardcopy set of all required documents and one *Copy* set on an portable media device (flash drive) containing the required documents to the address in Section 10. The documentation for the hardcopy and on the portable media must be organized as provided in Section 11.

Hardcopy documents and portable media device must be placed in a sealed envelope or package and identified as follows:

- HHSC Open Enrollment No.
- Title of Open Enrollment
- Applicant Legal Name and DBA, if applicable
- Point of Contact, phone and e-mail address
- Date of submission

It is the Applicant's responsibility to appropriately mark and deliver the application and required documentation in response to this Open Enrollment.

11. ORGANIZATION OF DOCUMENTATION FOR SUBMISSION

The e-mail, portable media or hardcopy submission must include the documents listed below.

The documents must be scanned as PDF and in the order specified, identified and labeled accordingly, as follows:

Required Documentation for Compliant Application

Applications received without a completed and signed Exhibit A, Affirmations and Solicitation Acceptance WILL BE DISQUALIFIED.

A. Exhibit A: Affirmations and Solicitation Acceptance

Include the following, as applicable:

- Assumed Name Certificate
- LLC Articles of Formation
- Certificate of Incorporation
- Copy of Partnership Agreement and Signatory Assignment

HHSC, in its sole discretion, will review all Applications received and will determine if any or all Applications, which do not include, complete, signed (if applicable) copies of the following exhibits and/or addenda will be disqualified or whether additional time will be permitted for submission of the incomplete or missing exhibits or addenda for all such Applications. If additional time will be permitted, Applicants will be notified in writing of the opportunity to provide the missing documentation by a specified deadline. Failure by an Applicant to submit the requested documentation by the deadline WILL result in DISQUALIFICATION.

B. Open Enrollment Addenda, signed, as applicable

C. Exhibit C: Applicant Information and Disclosures

- D. Exhibit D: Work Experience**
 - Narrative describing the organization's required three years of experience working with people who have a TBI, TSCI or both. Include dates of service, positions held and place of employment.
- E. Exhibit E: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts**
- F. Exhibit F: Direct Deposit Authorization, if applicable**
- G. Exhibit G: Application for Texas Identification Number, if applicable**
- H. Insurance:** Proof if Applicant currently has required insurance, Section 7
- I. Facility(s) License(s):** Current and valid licenses or letter of acceptance for each facility type issued by HHSC in accordance with Subsections 4.2 and 4.3. Proof of valid and current copy of the Certificate of Occupancy.
- J. Accreditation(s):** In accordance with Subsection 4.4, as applicable
- K. Professional Licenses** for:
 - Director, or equivalent position
 - Staff who are licensed and/or certified for providing services, Subsection 4.6.
- L. Deficiency Reports:**
 - All CMS 2567, HHSC 3724 deficiency reports, and Statements of Deficiencies for up to and including the two calendar years preceding the date of Application submittal; **OR**
 - If Applicant has **no** CMS 2567, HHSC 3724 deficiency reports, or Statements of Deficiencies for up to and including the two calendar years preceding the date of Application submittal, a statement attesting to that fact must be submitted with Application.
- M. Investigation Reports:**
 - Submit investigation reports from HHSC or Adult Protective Services for the two calendar years preceding the date Application is submitted; **OR**
 - If Applicant has no investigation reports for the two calendar years preceding the date Application is submitted, a statement attesting to that fact must be submitted.

12. RECEIPT OF APPLICATIONS BY HHSC

HHSC will date and time-stamp all submissions when received.

The clock in the HHSC office is the official timepiece for determining compliance with the deadlines in the Schedule of Events, [Subsection 2.2](#).

HHSC reserves the right to reject late submissions.

It is the Applicant's responsibility to appropriately mark and e-mail or mail the Application to HHSC by the specified time and date.

All Applications become the property of HHSC after submission.

13. WITHDRAWAL OF APPLICATION

Applicants have the right to withdraw their Applications from consideration at any time prior to Contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, [Subsection 1.2](#).

14. INITIAL SCREENING OF APPLICATIONS

HHSC will perform an initial screening of all Applications received to verify receipt of all required documentation, verify vendor compliance

HHSC, at its sole discretion, may reject any and all timely submitted Applications or portions thereof.

HHSC **will not** consider joint or collaborative Applications that require it to contract with more than one Applicant.

Applications submitted without Exhibit A, Affirmations and Solicitation Acceptance or without a signature on Exhibit A **will be disqualified**.

Applications that do not include all required Exhibits and supporting documentation are subject to rejection without further screening and application consideration.

In addition to the initial screening of the Applications for required documentation, HHSC at its sole discretion, will also assess past performance of an Applicant for systemic programmatic issues, such as the severity of past deficiencies and pattern of repeated deficiencies.

An Application will also be considered unresponsive if the Applicant does not accept the payment rate(s) established for the CRS PARS.

The review and screening of Applications and final selection of Applicants may take up to 60 days from date of receipt.

Applicants have the right to amend their Application at any time prior to the completion of HHSC's initial screening and prior to sending the Application to HHSC for further screening. To make corrections, Applicant must submit a

written amendment to the HHSC Point of Contact, as designated in [Subsection 1.2](#).

14.1. PAST PERFORMANCE

An Applicant's past performance may be considered in awarding contracts as a result of this Open Enrollment. 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.

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

- a. Applicant must have a grade of C or better in the CPA Vendor Performance Tracking System, as applicable,
- b. Applicant is currently under a Corrective Action Plan through HHSC,
- c. Applicant has had repeated, negative vendor performance reports for the same reason,
- 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- or sub-standard performance.

In addition to evaluating performance through the CPA Vendor Performance Tracking System, HHSC may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of vendor performance 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.

Further, HHSC, may initiate such examinations of vendor performance based upon media reports. Any such investigations shall be at the sole discretion of HHSC, and any negative findings, as determined by HHSC, may result in HHSC's removing the Applicant from further evaluation for award.

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.

Such information may be taken into consideration in evaluating Proposals.

HHSC reserves the right to conduct studies and other investigations as necessary to evaluate any application.

Neither issuance of this Open Enrollment 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 Proposals and to cancel this Open Enrollment if HHSC, in its sole discretion, considers it to be in the best interests of HHSC to do so.

Submission of application confers no legal rights upon any Applicant.

14.2. COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS

HHSC will perform checks for vendor compliance verifications prior to award of a contract:

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) - Federal

Must not be excluded from contract participation at the federal level and verification is conducted through SAM, official website of the U.S. Government – *copy/paste this link into browser bar:*

<https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf>

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

Must be free of exclusions through the Office of Inspector General:

<https://exclusions.oig.hhs.gov/>

D. Texas Secretary of State

Must be authorized as a public or private entity to do business in Texas with the Secretary of State, as applicable:

<https://direct.sos.state.tx.us/acct/acct-login.asp>

E. CPA Vendor Performance Tracking System

Must have a performance score of C or better, as applicable and referenced in Subsection 14.1.

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

15. AWARD PROCESS

Reference Subsection 8.7 of Section 8, Statement of Work for information on the established and adopted rates for CRS PARS.

Any Applicant meeting all requirements of this Open Enrollment and the compliance checks for participation in State contracts, will be awarded a Contract to provide services which are contingent upon the individual supported by CRS . There is no guarantee that any Contractor will receive work order q for residential or non-residential services as a result of an awarded Contract.

Method of allocation is based on a per diem state-wide rate that includes a base rate and a core rate for services the Provider will provide individuals (residential, non-residential services or outpatient services) and the established CRS rates. The residential rate and non-residential rates will differ.

16. DEBRIEFING

Any Applicant who is not awarded a Contract may request a debriefing by submitting a written request to the HHSC Point of Contact, [Subsection 2.1](#). The debriefing provides information to the Applicant on the strengths and weaknesses of its Application.

17. PROTEST PROCEDURES

The protest procedure for an Applicant who is not awarded a Contract to protest an award or tentative award made by any HHS agency, is allowed for competitive procurements. This Open Enrollment is non-competitive and cannot be protested as provided in [Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter D, §391.403](#).