

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION**

**OPEN ENROLLMENT (OE)**

**for**

**MEDICAL TRANSPORTATION PROGRAM**

**DEMAND RESPONSE TRANSPORTATION SERVICES**

**OE No. #** HHS0010339

**NIGP Class/Item No(s):**

948-07 Administrative Services, Health

952-59 Human Services (Not Otherwise Classified)

952-94 Transportation Services: Elderly, Handicapped, Incapacitated, Prisoners, Juries, Students, Etc.

961-82 Transportation Services (Not Otherwise Classified)

915-49 High Volume, Telephone Answering Services

918-96 Transportation Consulting

958-91 Transit Management Services

Table of Contents

[**SECTION 1.** **SCHEDULE OF EVENTS** 5](#_Toc71181206)

[**SECTION 2.** **OVERVIEW** 5](#_Toc71181207)

[**2.1.** **Introduction** 5](#_Toc71181208)

[**2.2.** **Legal Authority** 6](#_Toc71181209)

[**2.3.** **No Guarantee of Volume, Usage or Compensation** 6](#_Toc71181210)

[**SECTION 3.** **DEFINITIONS AND ACRONYMS** 6](#_Toc71181211)

[**SECTION 4.** **GENERAL INFORMATION** 9](#_Toc71181212)

[**4.1.** **Sole Point of Contact** 9](#_Toc71181213)

[**4.2.** **Changes, Modifications and Cancellation** 10](#_Toc71181214)

[**4.3.** **Offer Period** 10](#_Toc71181215)

[**4.4.** **Costs Incurred** 10](#_Toc71181216)

[**4.5.** **OE Questions or Clarifications** 11](#_Toc71181217)

[**SECTION 5.** **HUB SUBCONTRACTING PLAN (HSP) REQUIREMENTS** 12](#_Toc71181218)

[**SECTION 6.** **CONTRACT TERM** 12](#_Toc71181219)

[**6.1.** **Term of Contract** 12](#_Toc71181220)

[**6.2.** **Extension Option** 13](#_Toc71181221)

[**SECTION 7.** **Minimum QUALIFICATIONS** 13](#_Toc71181222)

[**SECTION 8.** **STATEMENT OF WORK** 15](#_Toc71181223)

[**8.1.** **Project Overview** 15](#_Toc71181224)

[**8.2.** **HHSC** **Responsibilities** 15](#_Toc71181225)

[**8.3.** **Contractor (Provider) Responsibilities** 16](#_Toc71181226)

[**8.4.** **Statement of Services to be Provided** 16](#_Toc71181227)

[**8.4.1.** **Operations Requirements** 17](#_Toc71181228)

[**8.4.2.** **Digital Signature** 18](#_Toc71181229)

[**8.4.3.** **Global Positioning System** 18](#_Toc71181230)

[**8.4.4.** **Communication Requirements** 18](#_Toc71181231)

[**8.4.5.** **Scheduling and Dispatching Requirements** 19](#_Toc71181232)

[**8.4.6.** **Non-TNC DRTS Driver Standards** 20](#_Toc71181233)

[**8.4.7.** **Non-TNC DRTS Driver Background Checks and Screening Requirements** 22](#_Toc71181234)

[**8.4.8.** **Non-TNC DRTS Driver Conduct** 22](#_Toc71181235)

[**8.4.9.** **Non-TNC DRTS Driver Motor Vehicle Standards** 24](#_Toc71181236)

[**8.4.10.** **Non-TNC DRTS Motor Vehicle Registration Information** 27](#_Toc71181237)

[**8.4.11.** **Non-TNC DRTS Motor Vehicle Maintenance** 27](#_Toc71181238)

[**8.4.12.** **TNC Driver Requirements** 28](#_Toc71181239)

[**8.4.13.** **TNC Driver Standards** 28](#_Toc71181240)

[**8.4.14.** **TNC Vehicle Requirements** 28](#_Toc71181241)

[**8.4.15.** **Back Up Vehicles with Drivers** 28](#_Toc71181242)

[**8.4.16.** **Non-TNC Clean Air Vehicle Quality Control** 28](#_Toc71181243)

[**8.4.17.** **Non-TNC Automation Requirements** 28](#_Toc71181244)

[**8.4.18.** **TNC Automation Requirements** 30](#_Toc71181245)

[**8.4.19.** **Non-TNC Financial Management Requirements** 30](#_Toc71181246)

[**8.4.20.** **Recordkeeping, Reporting, and Additional Administrative Activities** 30](#_Toc71181247)

[**8.4.21.** **Complaints** 33](#_Toc71181248)

[**8.4.22.** **Customer Service Requirements** 33](#_Toc71181249)

[**8.4.23.** **Training Plan and Training Records** 34](#_Toc71181250)

[**8.4.24.** **Transportation Service Operation Plan** 35](#_Toc71181251)

[**8.4.25.** **Business Continuity and Disaster Recovery Plan** 36](#_Toc71181252)

[**8.4.26.** **Quality Assurance Plan** 37](#_Toc71181253)

[**8.4.27.** **Transition Plan** 37](#_Toc71181254)

[**8.4.28.** **Subcontracting** 38](#_Toc71181255)

[**8.5.** **Performance Criteria** 39](#_Toc71181256)

[**8.5.1.** **Specific Performance Standards** 39](#_Toc71181257)

[**8.6.** **Contractor Personnel Performance** 40](#_Toc71181258)

[**8.7.** **Notice of Criminal Activity** 40](#_Toc71181259)

[**8.8.** **Notice of Insolvency or Indebtedness** 41](#_Toc71181260)

[**8.9.** **Background Checks For Personnel** 42](#_Toc71181261)

[**8.10.** **Reporting Criteria** 43](#_Toc71181262)

[**8.11.** **Invoice Requirements and Payment** 45](#_Toc71181263)

[**8.11.1.** **Invoice Requirements** 45](#_Toc71181264)

[**8.11.2.** **Payment** 45](#_Toc71181265)

[**8.12.** **Data Use Agreement (DUA)** 46](#_Toc71181266)

[**8.13.** **Terms and Conditions** 47](#_Toc71181267)

[**8.13.1.** **ASSIGNMENT/ASSUMPTION OF SUBCONTRACTORS UPON TERMINATION** 47](#_Toc71181268)

[**SECTION 9.** **HHSC CONTRACT ADMINISTRATION** 47](#_Toc71181269)

[**SECTION 10.** **INSURANCE requirements** 47](#_Toc71181270)

[**10.1.** **Insurance Coverage** 47](#_Toc71181271)

[**10.2.** **Specific Insurance Requirements** 48](#_Toc71181272)

[**10.3.** **Alternative Insurability** 50](#_Toc71181273)

[**SECTION 11.** **CONFIDENTIAL OR PROPRIETARY INFORMATION** 50](#_Toc71181274)

[**11.1.** **Public Information Act** 50](#_Toc71181275)

[**11.1.1.** **Applicant Requirements Regarding Disclosure** 50](#_Toc71181276)

[**11.2.** **Applicant waiver – intellectual property** 53](#_Toc71181277)

[**SECTION 12.** **BINDING OFFER** 53](#_Toc71181278)

[**SECTION 13.** **required application documents** 53](#_Toc71181279)

[**SECTION 14.** **Application SUBMISSION requirements** 55](#_Toc71181280)

[**14.1.** **Hard Copy Submission – USPS Mail, Express Mail, Hand Delivery** 56](#_Toc71181281)

[**14.2.** **Receipt of Application** 56](#_Toc71181282)

[**SECTION 15.** **SCREENING OF APPLICATIONS** 57](#_Toc71181283)

[**SECTION 16.** **AWARD PROCESS** 59](#_Toc71181284)

[**16.1.** **Contract Award and Execution** 59](#_Toc71181285)

[**16.2.** **Compliance for Participation in State Contracts** 59](#_Toc71181286)

[**16.2.1.** **Required Pre-Award Verifications** 59](#_Toc71181287)

[**A.** **State of Texas Debarment** 59](#_Toc71181288)

[**B.** **System of Award Management (SAM) Exclusions List – Federal** 60](#_Toc71181289)

[**C.** **Divestment Statute Lists** 60](#_Toc71181290)

[**D.** **HHS Office of Inspector General** 60](#_Toc71181291)

[**E.** **U.S. Department of Health and Human Services** 60](#_Toc71181292)

[**16.2.2.** **Additional Required Pre-Award Verifications** 60](#_Toc71181293)

[**A.** **Texas Franchise Tax Status** 60](#_Toc71181294)

[**B.** **Texas Warrant Hold Status** 61](#_Toc71181295)

[**C.** **Texas Secretary of State** 61](#_Toc71181296)

[**16.3.** **Award To Governmental Entities** 61](#_Toc71181297)

[**SECTION 17.** **PROTEST PROCEDURES** 61](#_Toc71181298)

[**SECTION 18.** **Exhibits and ATTACHMENTS** 62](#_Toc71181299)

1. **SCHEDULE OF EVENTS**

|  |  |
| --- | --- |
| **Enrollment Period Opens**  **(Posted to HHS OE Opportunities webpage)** | ***05/07/2021*** |
| **Enrollment Period Closes**  **(Final date for RECEIPT of Applications)** | ***05/31/2023*** |
| **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 HHSC prior to the closing date as indicated in this Schedule of Events or as changed via an Addendum posted to the HHS Open Enrollment Opportunities webpage. Every Applicant is solely responsible for ensuring its Application is received before the submission period closes. HHSC is not responsible for lost, misdirected or late applications.

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

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

Withdrawal of Application:

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

1. **OVERVIEW**
   1. **Introduction**

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

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

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

* 1. **Legal Authority**

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

Chapter 531 of the TEX. GOV’T CODE

Chapter 533 of the TEX. GOV’T CODE

Chapter 32 of the TEX. HUMAN RESOURCES Code

Title 1 Tex. Admin. Code (TAC) Chapter 380

Title XIX of the Social Security Act

Title 42 Code of Federal Regulations (C.F.R.) § 440.170(a)(4)

* 1. **No Guarantee of Volume, Usage or Compensation**

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

1. **DEFINITIONS AND ACRONYMS**

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

|  |  |
| --- | --- |
| Term | Definition |
| **Abuse** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Accident** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Add-on Trip** | A trip not authorized before the date of travel but provided to the Client. Add-on Trips are allowed under the following circumstances:   * The services are prescribed by the Client’s health care provider. * The Add-on Trip (e.g., trip to a pharmacy, medical laboratory, or medical radiology facility) immediately follows an authorized health care appointment. * The add-on is an unexpected necessary Attendant following all Medicaid rules and policies. |
| **Addendum** | A written clarification or revision to this Open Enrollment. All Addenda will be posted to the HHS Open Enrollment Opportunities web page. |
| **Adjacent County(ies)** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Application** | All information and materials submitted by an Applicant in response to this Open Enrollment. |
| **Applicant** | Any person or entity that submits an Application in response to this Open Enrollment. |
| **Attendant** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Children with Special Health Care Needs (CSHCN) Services Program** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Client** | An individual authorized by HHSC as eligible for Medicaid services under a specific category, or identified by either the CSHCN service program or the TICP program as eligible for program services, who has no other means of transportation to Covered Health Care Services. |
| **Client No Show** | A trip when Contractor waits for the Client ten minutes beyond the scheduled pick-up and the Client fails to show up at the pickup point. |
| **Contract** | Any Contract(s) awarded resulting from this Open Enrollment. |
| **Contractor**  **(Provider)** | Each Applicant, if any, awarded a Contract as a result of this Open Enrollment. 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 (Provider). |
| **Contractor No Show** | A trip when Contractor fails to show up to pick up a Client for a scheduled pick-up or return |
| **Covered Health Care Service** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Demand Response Transportation Services (DRTS)** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Digitally Prearranged Ride** | Has the meaning assigned by Texas Occupations Code §2402.001 |
| **HHS Agency** | The Health and Human Services Commission (HHSC) and the Texas Department of Health and Human Services (DSHS) may be identified separately as a ‘HHS Agency’ or collectively as the ‘HHS Agencies’ in this Open Enrollment or any resulting Contract(s) |
| **HHS Open Enrollment Opportunities** | The HHS web page where Open Enrollments are posted: <https://apps.hhs.texas.gov/pcs/openenrollment.cfm> |
| **Health and Human Services Commission (HHSC)** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **HHSC Claims Administrator** | The organization contracted to perform various enrollment and claims processing function on behalf of HHSC |
| **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. |
| **Long Distance Trip** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Medicaid** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Medical Transportation Program (MTP)** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Open Enrollment (OE)** | This document, including all exhibits, attachments and addenda, as applicable, posted on the HHS Open Enrollment Opportunities webpage. |
| **Passenger Assistance** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 and includes fastening of safety restraints and securing wheelchairs to ensure that Clients enter and exist vehicles safely. |
| **Reasonable Transportation** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Same Day** | An Urgent Request for same day transportation services for Client to obtain necessary health care services. |
| **Service Animal** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Sexual Harassment** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Special Needs** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Statement of Work** | The description of services and deliverables in this Open Enrollment that Contractor (Provider) is required to provide under the Contract. |
| **Subcontract** | Any written agreement between Contractor and another party to fulfill the requirements of this OE. |
| **Subcontractor** | An individual or entity who which has a Subcontract with Contractor. |
| **Transportation for Indigent Cancer Patients (TICP)** | Has the meaning assigned by 1 Tex. Admin. Code §380.101 |
| **Transportation Network Companies (TNC)** | Has the meaning assigned by Texas Occupations Code § 2402.001 |
| **Urgent Condition** | A health condition including an urgent behavioral health situation that is not an emergency but is severe or painful enough to cause a prudent layperson, possessing the average knowledge of medicine, to believe that his or her  condition requires medical evaluation or treatment within 24 hours to prevent serious deterioration of the person’s condition or health. |
| **Urgent Request** | A request for transportation services due to an Urgent Condition. |

1. **GENERAL INFORMATION**
   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.

Mary Urrutia

Contract Specialist

Email: [CMD\_ManagedCareOrganizations@hhsc.state.tx.us](mailto:CMD_ManagedCareOrganizations@hhsc.state.tx.us)

**Applications should NOT be submitted to this 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 Applicant and agency personnel for the purposes of conducting business unrelated to this OE.**

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

* 1. **Changes, Modifications and Cancellation**

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

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

* + 1. **Advertisement of Changes, Modifications or Cancellation**

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

No HHS Agency will be responsible or liable in any regard for the failure of any individual or entity to receive notification of any posting to the OE Opportunities webpage.

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

* 1. **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, Affirmations and Solicitation Acceptance, unless withdrawn by the Applicant before the Enrollment Period closes.

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

* 1. **Costs Incurred**

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

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

* 1. **OE Questions or Clarifications**
     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 reference in Section 4.5.3, below), that the OE needs to be amended or clarified, either an addendum will be posted on the OE Opportunities webpage or the OE will be canceled. The action to be taken will be determined at the sole discretion of HHSC. Furthermore, if the OE will be canceled, HHSC will determine, in its sole discretion, if a new OE will be posted.

* + 1. **Question and Clarification Format**

Questions and requests for clarification must include the following information:

1. the OE Number
2. the question or request for clarification, providing the following information:

* OE language, topic, section heading
* Section, Paragraph and Page number(s) or Exhibit/Attachment

The requestor must provide the following contact information:

* Company Name
* Company Representative Name
* Phone Number
* E-Mail address
  + 1. **Ambiguity, Conflict, Discrepancy**

**4.5.3.1** 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.

**4.5.3.2** Each Applicant submits its Application at its own risk.

**4.5.3.3** 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:

**4.5.3.1.1** shall have waived any claim of error or ambiguity in the OE and any resulting contract,

**4.5.3.1.2** shall not contest the interpretation by HHSC of such provision(s), and

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

1. **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](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2161.htm) and [Title 34, Part 1, Chapter 20, Subchapter D, Division 1 of the Texas Administrative Code](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=20&sch=D&div=1&rl=Y).

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

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

1. **CONTRACT TERM**
   1. **Term of Contract**

HHSC may award one or more Contracts under this OE.

Any Contract resulting from this OE will be effective on the signature date of the latter of the Parties to sign the agreement and will expire three (3) years after the effective date, unless terminated earlier pursuant to the terms and conditions of the Contract.

* 1. **Extension Option**

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

1. **Minimum QUALIFICATIONS**

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

**7.1 Required Experience**

1. To be considered for contract award under this OE, an Applicant shall have a minimum three (3) years’ relevant experience within the past five (5) years performing the services as outlined in this OE or similar services.
2. All personnel assigned to perform the services must be fully trained and have a minimum three (3) years’ experience.
   1. **Licensure and Accreditation**

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

Assigned personnel and technicians, who may include department directors or equivalent positions, providing services that, by law, require a professional license or certification, must hold a current, valid, and applicable Texas license and/or certification in good standing.

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

A copy of each [permit license certification] listed below – both for the Applicant and all assigned personnel, as applicable – must be submitted with your Application.

1. Permit: any permit required by local ordinance, state, or federal regulation, statute, or rule
2. License: any license(s) required by local ordinance, state, or federal regulation, statute, or rule
3. Certification: any professional certification required business and drivers, as applicable

Each Contractor is required to maintain all required permits, licenses, and certifications for the business during the term of the Contract. Contractor and Contractor’s personnel and subcontractors, if any, must also maintain their individual required permits, licenses, and certifications during the term of the Contract. All required permits, licenses, and/or certifications must be included with submitted Applications. During annual contract reviews, Contractor shall provide updated licenses and/or certifications at HHSC’s request.

* 1. **Additional Minimum Qualifications for Contractor and Contractor Personnel**

Be registered with the Secretary of State and certified to conduct business in the State of Texas and agree to continue this status throughout the term of the Contract.

Be in good financial standing, not in any form of bankruptcy, current in payment of all required taxes and fees such as a state franchise fees.

Provide a project manager to oversee requirements. The project manager must:

* Be a full-time employee of Contractor and
* Have a minimum of three (3) years’ experience in managing the delivery of transportation services.

If the Applicant is enrolled in Texas Medicaid at the time the OE is submitted, the Applicant must provide a copy of the enrollment letter sent by HHSC’s Claims Administrator as part of the documentation submission requirements, see Section 13, Required Application Documents.

If Applicant attempts to enroll in Texas Medicaid after the Applicant is tentatively approved, then Applicant must submit a copy of the enrollment letter sent by HHSC’s Claims Administrator to complete the application process.

HHSC will not award a Contract to an Applicant until the Applicant provides proof of enrollment in Texas Medicaid.

1. **STATEMENT OF WORK**
   1. **Project Overview**

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

* 1. **HHSC** **Responsibilities**

HHSC will:

**8.2.1** Provide a primary project supervisor and point of contact.

**8.2.2** Coordinate services with Contractor to complete the service requirements.

**8.2.3** Provide access to appropriate data systems and information.

**8.2.4** Provide required forms to file Accident and incidents reports.

**8.2.5** Provide access to Texas Medical Transportation System (TMTS) and Health and Human Services Enterprise Administrative Report and Tracking (HEART).

**8.2.6** Monitor Contractor performance of duties and compliance by a variety of methods to include unannounced visits to inspect Contractor or Subcontractor’s facility during normal business hours.

**8.2.7** Conduct a readiness review on Contractors within 10 business days of Contract award. HHSC may visits or conduct a virtual review of the following:

**8.2.7.1** Telephone systems are fully operational, including the Where’s My Ride line;

* Computer system and interfaces are fully operational and compliant with DUA.
* Staffing is complete and in compliance with the OE and Contract requirements.
* Vehicles meet or exceed warranty and component standards for both state and federal safety mechanical operating and maintenance standards, see Section 8.49.
* All required deliverables are available for review and approval.
  1. **Contractor (Provider) Responsibilities**

Contractor must attend a post award meeting, which may be in-person or via webinar, in Austin, Texas with HHSC within 30 days after Contract award. The purpose of this meeting will be to discuss the terms and conditions of the Contract, to provide additional information and to further discuss the requirements of the Contract. HHSC will not pay for any travel or per diem cost related to Contractor’ attendance for orientation sessions or meetings. Work meetings, demonstrations, training, and all other activities involving HHSC personnel will be at HHSC facilities in Austin, Texas or at another location as deemed appropriate by HHSC.

* 1. **Statement of Services to be Provided**

Contractor must ensure that DRTS are provided to all Clients in the transportation service region, see Attachment 1 – Medical Transportation Program Fee For Service Transportation Service Map, as defined by HHSC in a timely, satisfactory and acceptable manner to meet the needs of clients.

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

* Provide the following using DRTS, as appropriate
  + Routine medical transportation, including Same Day, Urgent Requests, and Add-on Trips; and
  + Hospital discharges;
* Deliver timely DRTS by qualified, trained, personnel;
* Meet HHSC-specific performance standards for pick-up, arrival, and departure timeliness;
* Provide a mechanism (e.g., a “Where’s My Ride?” telephone line) for a Client to check on the status of his or her ride as described in Section 8.4.1.1;
* Ensure scheduled trips are confirmed with Clients 24 hour prior to the pick-up date and time, except for Digitally Prearranged Rides, Urgent Requests, Add-on Trip, Same Day service, and hospital discharge.
* Ensure Clients are not called after 9 p.m., local time;
* Ensure availability of DRTS to and from the Client’s address to and from Covered Health Care Services;
* Ensure drivers wait no less than ten (10) minutes after the scheduled pick-up time;
* Ensure a Client is picked up from an appointment within one hour from time of request for pickup;
* Ensure drivers notify Contractor of late arrivals so contact can be made with the health care provider to advise of the late arrival;
* Ensure drivers maintain a log of trips provided, or other mechanism to validate trip provided, see Section 8.4.20.16.
* Ensure Special Needs service is available for Clients requiring this level of transportation as identified by HHSC on the trip manifest or by Client.
* Ensure transportation for an Attendant for a Client is provided as authorized by HHSC.
* Ensure transportation for an Service Animal for a Client is provided as authorized by HHSC.
  + 1. **Operations Requirements**

**8.4.1.1** Contractor shall have a permanent office located in Texas or the service region at the time of Contract award.

**Contractor** must:

**8.4.1.2** Ensure that hours for the delivery of DRTS are Monday through Saturday to allow for transporting Clients [ambulatory and non-ambulatory] for arrival to appointments for Covered Health Care Services and return to authorized destination upon completion of service appointment. Client health care appointments may be scheduled as early as 5:30 a.m. and as late as 7:00 p.m. Contractor must ensure that the Client arrives in time for the scheduled appointment time and has return transportation available for the return trip. Non-service days only include certain Federal holidays, see Attachment 2 – Authorized Holidays. Ensure that the hours of business office operation are Monday through Friday, 8:00 a.m. - 6:00 p.m. local time including lunch hours.

**8.4.1.3** Ensure that the mechanism for a Client to check on the status of his or her ride is operational Monday through Saturday, 5:30 a.m. to 7 p.m., local time, including lunch hours. The mechanism, e.g., a “Where’s My Ride?” line, is for Clients to call for their rides home and/or check on the status of their scheduled trips.

**8.4.1.4** Print the final daily manifest at the end of each day to ensure that it captures approved services for the following day.

**8.4.1.5** Obtain Client and Attendant signature for documentation of provision of services. Inability to obtain the Client’s or Attendant’s signature shall be documented. Services shall not be denied on the basis of refusal to sign.

**8.4.1.6** Ensure that the names and any other identifying information on program clients are not released by Contractor without prior, written permission from HHSC. All client-specific information is confidential under state and federal law. This provision shall not be construed as limiting access to client specific information by the state of Texas, to include HHSC, Office of the Attorney General Medicaid Fraud Control Unit, or the US Department of Health and Human Services. This provision does not authorize Contractor to obstruct a proper fraud or criminal investigation.

**8.4.1.7** Ensure that passengers observe all the Texas safety-belt laws.

* + 1. **Digital Signature**

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

* Medicare Program Integrity Manual (Pub 100-08) Chapter 3, Section 3.3.2.4 E-F (https://www.cms.gov.Regulations-and-Guidance/Guidance /Manuals/Internet-Only-Manuals-IOMs-Items/CMS019033.html);
* Signatures must include protection against modification;
* Administrative safeguards must be applied; and
* Texas policy concerning digital signatures is outlined in Title 1, Texas Administrative Code, Part 10, Chapter 203.
  + 1. **Global Positioning System**

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

* + 1. **Communication Requirements**

Contractor must provide and maintain:

**8.4.4.1** An operational fax system 24 hours a day, 7 days a week.

**8.4.4.2** A 24-hour toll-free communication system available for Clients to contact the Contractor.

**8.4.4.3** A voice mail or electronic messaging system in place for clients to contact Contractor with inquiries or cancellations 24 hours a day, 7 days a week.

**8.4.4.4** Access to a language line to facilitate communication with limited English proficiency (LEP) clients.

**8.4.4.5** Access to a telecommunications system (Telecommunication Device or the Deaf (TDD) /TeleTYpe (TTY)) to facilitate communication with hard of hearing, hearing impaired and deaf clients.

**8.4.4.6** Access to a contact person for Clients to call for return trips after business office hours utilizing the toll-free number.

* + 1. **Scheduling and Dispatching Requirements**

Contractor must have:

**8.4.5.1** Scheduling and dispatch processes, including operator logs, to ensure the reliable provision of services and monitor on-time delivery of services in accordance with this specification.

**8.4.5.2** A dispatch communication system to ensure that dispatchers have continuous contact with operators to control and monitor service delivery to ensure that:

**8.4.5.2.1** Clients are not delivered to appointments prior to the time that the facility is open for business.

**8.4.5.2.2** Clients arrive at appointments on time, but no more than one hour prior to the scheduled appointment time.

**8.4.5.2.3** Clients depart appointments no more than one hour from receipt of client request for return trip.

**8.4.5.2.4** Members of Contractor staff identify themselves as an HHSC Contractor when communicating with Clients or their responsible party concerning trips approved by HHSC.

**8.4.5.2.5** Drivers wait for the Client ten minutes beyond the scheduled pick-up and return time. Following this ten-minute wait, if the Client does not board the vehicle, the Client may be declared a no-show for the transportation service.

**8.4.5.2.6** The Client is notified one day prior to the scheduled ride to confirm pick-up time, when a contact number is listed on the daily manifest.

Contractor:

**8.4.5.3** Shall notify HHSC the next business day of contact number(s) that are disconnected or incorrect as listed.

**8.4.5.4** Is responsible for leaving a calling card should a Client fail to appear at the scheduled pick up location. The calling card is left to verify that the DRTS driver arrived and left the pick-up location.

* + 1. **Non-TNC DRTS Driver Standards**

Contractor must:

**8.4.6.1** Ensure drivers are at least 18 years of age.

**8.4.6.2** Ensure that drivers have a valid driver's license as required by law prior to provide transportation services.

**8.4.6.3** Ensure drivers do not have a felony or misdemeanor conviction within seven years prior to the initial hire date or any time after the hire date of:

**8.4.6.3.1** Driving while intoxicated (DWI) or driving under the influence (DUI);

**8.4.6.3.2** An act of Abuse, neglect, or exploitation of children, the elderly or persons with disabilities as defined in Texas Family Code, as amended, Chapter 261 and the Texas Human Resources Code; as amended, Chapter 48; or

**8.4.6.3.3** An offense under the Texas Penal Code, as amended, against the person; against the family; against public order or decency; against public health, safety or morals; against property;

**8.4.6.3.4** An offense under Chapter 481 of the Texas Health and Safety Code, as amended, (Texas Controlled Substances Act); and

**8.4.6.4** Drivers must not have been found to have conducted or participated in any acts prohibited by the Texas Human Resources Code, Chapter 36.

**8.4.6.5** Conduct or cause to be conducted for each new employee, Subcontractor, employee of Subcontractor, or driver, who works directly with Clients under the Contract, or who has direct access to Client records, a nationwide criminal history background check, and a National and State Sex Offender Registry check, which shall be maintained by Contractor, and Subcontractor, available for review by HHSC.

**8.4.6.6** Conviction or convicted means a judgement of conviction has been entered against an individual or entity by a federal, state, or local court, regardless of whether:

* There is a post-trial motion or
* An appeal pending; or
* The judgement of:
  + any record relating to the criminal conduct has been expunged or otherwise removed;
  + A federal, state, or local court has made a finding or guilt against an individual or entity;
  + A federal, state, or local court has accepted a plea of guilty or nolo contendere by an individual or entity;
  + An individual or entity has entered into participation in a first offender, deferred adjudication, or other program or arrangement where judgement of conviction has been withheld; or
  + A person on deferred adjudication is considered convicted, and therefore barred from providing services under this contract, until successful competition of deferred adjudication.

**8.4.6.7** Individuals with any criminal conviction that falls within Section 8.4.6 that occurred within seven years prior to the hire date or any time after the hire date shall not be allowed to participate in providing services under the Contract. Any services that are determined to have been provided by a person not eligible to provide services under the Contract may be subject to liquidated damages, see Attachment 3 – Key Performance Standards.

Contractor must:

**8.4.6.8** Have hiring and screening procedures in place to ensure that anyone who transports Clients under the requirements of the Contract meets all applicable requirements for the safe operation of vehicles.

**8.4.6.9** Implement and maintain a drug and alcohol testing program in compliance with federal regulations found at 49 C.F.R. Parts 40 and 655. Use of any substance that may impair the operation of the motor vehicle by the operator is prohibited. Violation of this requirement shall constitute grounds for cancellation of the Contract.

**8.4.6.10** Maintain and retain documentation that reflects each driver's history of all moving citations and violations maintained by the Department of Public Safety under Chapter 521, Subchapter C, Transportation Code throughout the term of the Contract. Drivers must not possess more than two moving violations either on or off the job for the previous 12 months. A driver who does not meet driving history requirements as specified in the Contract may not provide DRTS under the Contract.

**8.4.6.11** Report allegations of fraud or program abuse, Sexual Harassment, physical or verbal Abuse as alleged by Clients or Attendants during trips approved by HHSC. If Contractor believes the safety of the driver, Client(s), or other passengers is in jeopardy or if a Client appears to be dangerous to themselves or others, Contractor must notify the appropriate law enforcement authorities and HHSC.

**8.4.6.12** Require drivers to wear easy-to-read company identification, be clean in appearance, and maintain a neat appearance while on duty.

**8.4.6.13** Require drivers to exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle and provide any necessary Passenger Assistance.

**8.4.6.14** Ensure that drivers observe all applicable Texas safety restraint laws.

**8.4.6.15** Ensure drivers meet federal guidelines for Health Insurance Portability and Accountability Act (HIPAA).

* + 1. **Non-TNC DRTS Driver Background Checks and Screening Requirements**

Contractor must adhere to background checks and screening requirements cited in Section 8.9.

* + 1. **Non-TNC DRTS Driver Conduct**

Contractor must:

**8.4.8.1** Ensure that drivers do not accept, charge, solicit, or receive any gift, money, tips, or other compensation from any clients or Attendants under any circumstance. Such offers must be reported to HHSC staff for follow up with the Client and may be reported to the HHSC Office of Inspector General.

**8.4.8.2** Ensure that drivers do not use tobacco products while in the performance of any service under the Contract. Violation of this requirement shall constitute grounds for cancellation of the Contract.

**8.4.8.3** Ensure that drivers consider the comfort of Clients, make rest stops, and other reasonable accommodations as requested by the Client or Attendant.

**8.4.8.4** Ensure that drivers do not use, consume, or be under the influence of alcohol, narcotics, or prescribed or illegal drugs that impair the operator’s ability to perform while on duty.

**8.4.8.5** Ensure that drivers do not touch any Client or Attendant except as appropriate and necessary to assist the Client or Attendant into or out of the vehicle, into a seat, and to secure the seatbelt, when the Client or Attendant requests assistance, or as necessary to render first aid or assistance for which the operator has been trained.

**8.4.8.6** Ensure that drivers do not wear any type of headphones or earphones while on duty performing transportation services.

**8.4.8.7** Ensure that drivers do not use a cell phone or texting device while driving, except for voice activated navigation.

**8.4.8.8** Ensure that drivers interact in a professional manner. This includes, at a minimum, protecting passenger confidentiality, avoiding offensive language or topics, maintaining an appropriate professional relationship, and treating passengers with respect.

**8.4.8.9** Ensure that drivers do not eat or consume any beverage while in the vehicle, driving or in the presence of any Client or Attendant.

**8.4.8.10** Ensure that drivers exit the vehicle to open and close vehicle doors when the Client and their Attendant enter or exist the vehicle and provide Passenger Assistance to the Client entering or existing the vehicle.

**8.4.8.11** Ensure that drivers properly identify and announce their presence at the specified pick-up location.

**8.4.8.12** Ensure that drivers assist the Client or Attendant in the process of being seated, including fastening of seat belts, when the Client or Attendant request assistance. This does not include the securement of child safety seats or securing an infant or child who is younger than eight years of age in properly installed child safety seats.

**8.4.8.13** Ensure that drivers confirm prior to leaving the pickup location that wheelchairs are properly secured and that the Clients are properly seat-belted, secured, or restrained in their wheelchair.

**8.4.8.14** Ensure that drivers provide support and verbal directions to Clients. This includes the movement of wheelchairs and mobility-limited Clients as they enter or exit the vehicle using the wheelchair lift or ramp. Such assistance includes stowage by the operator of mobility aids and folding wheelchairs but not a Client’s personal items.

**8.4.8.15** Ensure that these standards of conduct are included in any Subcontracts.

* + 1. **Non-TNC DRTS Driver Motor Vehicle Standards**

**8.4.9.1** Contractor must provide and ensure the availability of a sufficient and reliable fleet of vehicles, including the Americans with Disabilities Act (ADA) compliant vehicles, are available and adequate to meet the specified transportation service requirements for all Clients in the region.

**8.4.9.2** Contractor must notify HHSC if insufficient transportation resources are identified with its fleet within three days. Contractor shall have ten business days after the date of such notice in which to develop and implement a plan to address the resources deficiency. At HHSC’s discretion, another Contractor may be added to the service area to augment resources and ensure adequate drivers and vehicles are available to meet demand.

**8.4.9.3** Contractor must ensure that all vehicles used for transporting Clients and Attendants:

**8.4.9.3.1** Comply with all applicable state and federal laws including, but not limited to the ADA, Guidelines for Accessible Vehicles (49 C.F.R. Part 38), Federal Motor Vehicle Safety Standards (49 C.F.R. Part 571), and Chapter 547 of the Texas Transportation Code.

**8.4.9.3.2** Meet or exceed warranty and component standards for both state and federal safety mechanical operating and maintenance standards.

**8.4.9.3.3** Are identified with Contractor or Subcontractor(s) name and vehicle number using letters that are at a minimum six inches in height.

**8.4.9.3.4** Have a communication system and Mobile Data Terminals, if equipped, that are maintained in operable condition at all times and in accordance with manufacturer’s recommended maintenance procedures as well as with applicable federal and state laws, rules, and regulations.

**8.4.9.3.5** Have signage that is adequate to inform passengers of applicable safety precautions and standards they (passengers and drivers) will be required to follow in accordance with all applicable state and federal laws, rules, and regulations.

**8.4.9.3.6** Have functioning, clean, and accessible seat belts for each passenger seat position and shall be stored off the floor when not in use.

**8.4.9.3.7** Have a properly functioning speedometer and odometer.

**8.4.9.3.8** Have working interior lights within the passenger compartment.

**8.4.9.3.9** Have adequate interior sidewall padding and ceiling covering.

**8.4.9.3.10** Have two exterior rear-view mirrors, one on each side of the

vehicle.

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

**8.4.9.3.12** Maintain a clean interior and exterior.

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

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

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

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

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

**8.4.9.3.18** Have signage posted within the vehicle that reads: "No Smoking, Eating or Drinking." "All passengers must wear seat belts." "Concealed Weapons Prohibited."

**8.4.9.3.19** Have a retractable step or a step-stool to aid in passenger boarding if the vehicle is not already equipped with a running board or similar device. Contractor or Subcontractor must ensure that drivers do no use mile crates or similar makeshift step stool configuration as a step stool.

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

**8.4.9.3.21** Have a vehicle information packet in each vehicle that includes:

* Vehicle Registration;
* Vehicle Inspection;
* Insurance Card;
* Accident and incident procedures and forms; and
* Map(s) of the service area with sufficient detail to locate a Client and health care facilities. Voice activated navigation is allowed.

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

* Contract requirements, including specification in the OE.
* Any state or federal law, rule, or regulation;
* Overall condition of vehicle creates a health or safety hazard for the Client and Attendant; or
* Vehicles receiving two substantiated complaints from Clients, Attendants, health care providers, or HHSC staff concerning cleanliness, temperature, or other deficiencies within a 10-day period.

**8.4.9.5** Vehicles receiving two substantiated complaints from Clients, Attendants, or health care providers, concerning cleanliness, temperature deficiencies, or other deficiencies within a 10-day period may not be used for transporting Clients and Attendants. Contractor must document appropriate corrective actions taken to address all deficiencies before a vehicle is cleared to be used for transporting Clients and Attendants. All corrective actions taken on a vehicle, and all supporting documentation, must be maintained for each vehicle’s permanent record, and made available to HHSC upon request.

* + 1. **Non-TNC DRTS Motor Vehicle Registration Information**

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

* Manufacturer, model, and model year;
* Vehicle Identification Number (VIN) and vehicle fleet number, if any;
* Type of vehicle (sedan, minibus, wheelchair van);
* License plate number;
* Insurance certifications;
* Texas Department of Motor Vehicles (DMV)–issued registration;
* Special equipment (lift, ramp, etc.);
* Communication device installed, if any (e.g., two-way radio, Citizens Band Radio (CB), MDT);
* Navigation system installed, if any;
* Description of inspection activity and date (e.g., verification that vehicle meets vehicle requirements, inspection of equipment such as brakes, tire tread, turn signals, horn, seat belts, air conditioning/heating, etc.);
* History of all vehicle inspections; and
* Maintenance records for each vehicle used to transport Clients for the term of the Contract.

This information must be provided to HHSC upon request.

* + 1. **Non-TNC DRTS Motor Vehicle Maintenance**

Contractor must develop, implement, and maintain an annual inspection process to verify that all its vehicles meet applicable federal, state, and local ordinances. The inspection must review that safety and passenger comfort features are in good working order (e.g., brakes, tire tread, turn signals, horn, seat belts, and climate control). Contractor may conduct these annual inspections using its own staff or an alternate method approved by HHSC. Contractor must have procedures that at a minimum track and document:

* Routine vehicle maintenance
* Annual vehicle registration
* Annual inspection
* Current liability insurance
  + 1. **TNC Driver Requirements**

Contractor must ensure that TNC drivers comport with Texas Occupations Code §2402.107 and Texas Government Code §533.00258 and that drivers who do not meet these requirements do not provide DRTS.

* + 1. **TNC Driver Standards**

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

Contractor must follow relevant provisions of Texas Occupation Code regarding Intoxicating Substance Policy and ensure that use of any substance that may impair the operation of the motor vehicle by the driver is prohibited.

Payment for any services that are determined to have been provided by a driver not eligible to provide DRTS will be subject to recoupment.

* + 1. **TNC Vehicle Requirements**

Contractor must ensure vehicles used by drivers to provide DRTS comport with Texas Occupations Code §2402.1111.

* + 1. **Back Up Vehicles with Drivers**

Contractor must arrange to provide back-up vehicles and drivers when notified by a Client, a health care provider, or HHSC that a vehicle is excessively late. Excessively late means more than 30 minutes late following the scheduled pickup time or the initial call for the return ride or otherwise unable to meet Special Needs when specifically requested by HHSC.

* + 1. **Non-TNC Clean Air Vehicle Quality Control**

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

* + 1. **Non-TNC Automation Requirements**

Contractor must use the automation support software, Texas Medical Transportation System (TMTS), to communicate with HHSC regarding trips.

Contractor must:

**8.4.17.1** Ensure automated systems and procedures related to MTP operations must meet all Federal and State privacy and security requirements in addition to specifications detailed in the OE. Specific security requirements are documented below.

**8.4.17.1.2** The following resources should be used when developing plans that assess security risk for this directive, as summarized below:

* TEX. ADMIN. CODE, Title 1, Part 10, Chapter 202
* Federal Information Processing Standards Publication 200
* National Institute of Standards and Technology Special Publication 800-53

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

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

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

**8.4.17.5** Interface with the web-based payment system module in TMTS, as required. Contractor must perform system upgrades as necessary to maintain compatibility with the TMTS. Contractor must make any necessary procedural or operational changes at no cost to HHSC.

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

**8.4.17.7** Report any system problems to HHSC within a maximum of one hour and work with HHSC to ensure that the system is working properly.

* + 1. **TNC Automation Requirements**

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

* + 1. **Non-TNC Financial Management Requirements**

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

Contractor must:

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

**8.4.19.2** Provide records that contain all pertinent documentation, including operator's (driver’s) logs, digital signatures, and global position system or other location mechanism established by Contractor, for each service billed to HHSC.

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

**8.4.19.4** Include accurate controls that services were delivered.

**8.4.19.5** Submit claims to HHSC Claims Administrator no later than 95 days from the date of service.

* + 1. **Recordkeeping, Reporting, and Additional Administrative Activities**

Contractor must:

**8.4.20.1** Provide an accounting system that complies with the Generally Accepted Accounting Principles established and promulgated under the auspices of the American Institute of Certified Public Accountants.

**8.4.20.2** Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted for a minimum of seven (7) years after the termination of the Contract, or until all litigation, claims, or audit findings are resolved, whichever occurs later. All claims and financial documents for DRTS provided under the Contract must be kept separate from other funding sources.

**8.4.20.3** Notify HHSC staff of any Client or Attendant who was not transported due to a situation that required Contractor to notify the appropriate law enforcement authorities.

**8.4.20.4** Record in TMTS any Add-on Trips, Cancellation, and Client No Shows and Contractor No Shows.

**8.4.20.5** Report all Accidents or incidents involving a Client or Attendant entering, riding in or exiting a vehicle on the prescribed HHSC form to Managed Care Compliance & Operations (MCCO) via the NEMT services mailbox: [MTPAccidents\_Incidents@hhsc.state.tx.us](mailto:MTPAccidents_Incidents@hhsc.state.tx.us) or the HEART system when functionality for the system becomes available.

**8.4.20.6** Report Accidents/incidents without serious injury or death to HHSC within 24 hours.

**8.4.20.7** Report Accidents involving serious injury to HHSC within four (4) hours. Serious injury is any injury other than fatal that results in one or more of the following:

* + Severe laceration resulting in exposure of underlying tissues/muscle/organs or resulting in significant loss of blood.
  + Broken or distorted extremity (arm or leg).
  + Crush injuries.
  + Suspected skull, chest, or abdominal injury other than bruises or minor lacerations.
  + Significant burns (second and third degree burns over 10% or more of the body.
  + Unconsciousness when taken from the crash scene.
  + Paralysis.

**8.4.20.8** Report the death of an Client, Attendant, or driver to HHSC within two hours of becoming aware of the death.

**8.4.20.9** Notify HHSC of any moving violations that occur while delivering services under the Contract. A copy of the police report must be provided to HHSC within ten business days of the moving violation.

**8.4.20.10** Maintain copies of each Accident report for both the vehicle and the driver involved in the Accident. Police reports associated with moving violations must be maintained in the file of the responsible driver.

**8.4.20.11** Report allegations of fraud or program Abuse, Sexual Harassment, physical or verbal Abuse as alleged by Clients or Attendants during trips authorized by HHSC. If Contractor believes the safety of the driver, Client(s) or other passengers is in jeopardy, or if a Client appears to be a danger to themselves or other passengers, Contractor must notify the appropriate law enforcement authorities and HHSC.

**8.4.20.12** Report to HHSC any incidents, Accidents, or other unplanned events that affected or could potentially affect Contractor’s ability to deliver services to HHSC and the affected Client(s).

**8.4.20.13** Inform HHSC of changes in contact personnel, see Section 8.4.24.1.

**8.4.20.14** Immediately notify HHSC in the event of a change in Contractor's ownership, entity legal name or legal operating status including the filing of a petition in bankruptcy concerning Contractor or the placement of Contractor in receivership. Change in ownership or a change in the entity's legal name will require a purchase order amendment.

**8.4.20.15** Submit vehicle insurance documentation for Contractor, including renewals and any changes, modifications or amendments made to the insurance policies to HHSC upon request.

**8.4.20.16** Contractor must, at a minimum, keep records related to:

* Travel Services;
* Driver Logs, GPS, records on trips provided, No Shows, Cancellation, and reschedules.
* Clients, claims, financial supporting documentation for monitoring, or audit. Claims and financial documents for transportation services must be kept separate from other funding sources;
* Employee training records;
* Subcontract agreements, including business associate agreements;
* Vehicles;
* Drivers; and
* Complaints.
  + 1. **Complaints**

Contractor must:

**8.4.21.1** Submit to HHSC all complaints received by Contractor, its employees, regarding delivery of DRTS provided to Clients.

**8.4.21.2** Submit a written response to HHSC on complaints and requests for correction regarding DRTS required under the Contract by email at [MedTransComplaints@hhsc.state.tx.us](mailto:MedTransComplaints@hhsc.state.tx.us), until the HEART functionality becomes available. See Attachment 3 – Key Performance Standards.

**8.4.21.3** Has significant flexibility with investigating complaints as Contractor deems appropriate through methods such as:

* Directly contacting the Client, driver, and other passengers;
* Obtaining written statements from all involved parties;
* Viewing video footage, if available;
* Conducting in-person interviews with appropriate parties involved, or
* Any other technique prescribed by Contractor that does not hinder or dismiss a client or others or cause a client or others to feel intimated or harassed.

* + 1. **Customer Service Requirements**

Contractor must establish and maintain written policies and procedures that:

**8.4.22.1** Ensure that clients are treated with respect and dignity.

**8.4.22.2** Ensure that all employees are made aware of client rights and responsibilities as stated in 1 Tex. Admin. Code (TAC), Chapter 380.

**8.4.22.3** Ensure that client complaints are managed in accordance with program and Contract requirements. Contractor must not retaliate or give the appearance of retaliation against an individual who has submitted a complaint against Contractor or against an Client who has responded to a client survey.

**8.4.22.4** Ensure that Contractor policies do not have the effect of excluding or limiting services because of a client’s race, color or national origin, or the effect of defeating or substantially impairing accomplishment of the objectives of MTP with respect to individuals of a particular race, color or national origin. Contractor must take reasonable steps to provide services and information in appropriate languages other than English to ensure that persons with Limited English Proficiency (LEP) are effectively informed and can effectively participate and benefit from its services. Contractor must further ensure the following:

**8.4.22.5** No Client or their Attendant shall be required to provide or pay for the services of a translator or interpreter

**8.4.22.6** For LEP clients, Contractor must identify and document on client records the primary language or dialect of the clients and need for translation or interpretation services

**8.4.22.7** Contractor must make every effort to avoid the use of any person under the age of 18 years or any family member or friend of the client as an interpreter for essential communication with clients. A family member or friend may be used as an interpreter if this is requested by the client and the use of such person would not compromise the effectiveness of services or violate the clients' confidentiality and the client is advised that an interpreter is available free of any charge to the client.

* + 1. **Training Plan and Training Records**

This section does not apply to Contractors or Subcontractors who are TNCs.

Contractor must:

**8.4.23.1** Have a written plan and schedule for staff training. Training plan must be available for review by HHSC and include the training requirements listed in Section 8.4.23 and Attachment 4, Additional Non-TNC Required Trainings.

**8.4.23.2** Have a system to track training for each employee.

**8.4.23.3** Conduct regularly scheduled training activities on service delivery, automation, and programmatic requirements for all existing and new Contractor and Subcontractor staff, including, but not limited to, administrative staff, dispatchers and operators.

**8.4.23.4** Provide training for drivers that includes, but is not limited to:

**8.4.23.5** Passenger safety (training to occur at least annually);

**8.4.23.6** Passenger Assistance (training to occur at least annually);

**8.4.23.7** Assistive devices, including wheelchair lifts, tie-down equipment, and child safety seats (training to occur at least annually);

**8.4.23.8** Non-discrimination, sensitivity, and diversity;

**8.4.23.9** Prohibited behavior by motor vehicle operators, including use of offensive language, use of tobacco, alcohol or drugs, and Sexual Harassment;

**8.4.23.10** Global Positioning System (GPS), if available;

**8.4.23.11** Handling difficult callers/passengers;

**8.4.23.12** Reporting Fraud, Waste and Abuse;

**8.4.23.13** Overview of the Medical Transportation Program;

**8.4.23.14** Civil Rights;

**8.4.23.15** Scheduling and coordination of services provided under the Contract; and

**8.4.23.16** Any other additional training as determined by HHSC, see Attachment 4 – Additional Required Non-TNC Driver Trainings.

* + 1. **Transportation Service Operation Plan**

This section does not apply to Contractors or Subcontractors who are TNCs.

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

* Indicate the region(s) Contractor is seeking to provide DRTS, see Attachment 1 – Medical Transportation Program Fee For Service Transportation Service Region Map.
* Indicate Contractor’s established service area, including whether Contractor provides travel beyond the region(s) for which Contractor is seeking to provide DRTS, and hours of operation.
* Provide a timeline that clearly demonstrates Contractor’s ability to successfully provide DRTS within specific milestones, including, but not limited to:
  + - Total number of drivers
    - Total number of vehicles:
      * Number of type of vehicles (sedans, wheelchair van, mini-van, bus, etc.)
    - Total number of staff
    - Dispatcher(s), manager, supervisor, lead, etc.
    - Total number of Subcontractors
    - Total number of drivers
    - Total number of vehicles
      * Number of type of vehicles (sedans, wheelchair van, mini-van, bus, etc.)
    - Total number of staff
      * Dispatcher(s), manager, supervisor, lead, etc.
* Provide a list of contact personnel with their direct administrative phone number for HHSC staff to contact personnel without having to go through the dispatcher or call center.
* Provide the following for each service location to include at the minimum
  + - Location Name
    - Physical Address
    - Phone Number
    - E-mail Address
    - Services Offered

**8.4.24.1** In the Plan, Contractor must address the following operational requirements:

* Describe how the transportation service is to be organized, staffed, and managed.
* Describe ability to meet the required hours and days of transportation service requirements, and hours and days for the business office operation, see Section 8.4.1.
  + 1. **Business Continuity and Disaster Recovery Plan**

This section does not apply to Contractors who are TNCs.

**8.4.25.1** Contractor must develop and maintain a written business continuity and disaster recovery plan to minimize any disruption in services caused by a disaster, malfunction or failure at Contractor's central operations center or any satellite office. It is the sole responsibility of Contractor to maintain adequate back-up to ensure continuity of service operations. Contractor must review and update the plan annually, if needed, and submit a completed revised plan or an attestation stating no changes to HHSC prior plan within 15 business days following the end of each Contract year. At a minimum, the business continuity and disaster recovery plan must identify:

**8.4.25.1.2** Measures to minimize the threat of business office operations at Contractor’s central operations center or satellite offices, including physical security, fire detection and prevention.

**8.4.25.1.3** Provisions for accepting client telephone calls in the event of any type of telephone service interruption at Contractor’s central office location or satellite location.

**8.4.25.1.4** Procedures to minimize the loss or required records in the event of fire, flood or any other type of disaster.

**8.4.25.1.5** Whether off-site storage will be utilized and how the facility is measured to comply with the business continuity plan.

* + 1. **Quality Assurance Plan**

This section does not apply to Contractors who are TNCs.

**8.4.26.1** Contractor must have a written quality assurance plan on file that must be reviewed annually and updated if needed. Within 15 business days following the end of each Contract year, Contractor must submit a completed revised plan or an attestation stating there were no changes to prior plan. At a minimum, the plan must include performance measures that track:

1. On-time delivery of services
2. Vehicle reliability
3. Operators' training and performance
4. Accurate claims preparation and submission
5. Inaccurate claims returned
6. Number and types of Accidents/incidents
7. Monitoring and resolution of complaints
   * 1. **Transition Plan**

This section does not apply to Contractors who are TNCs.

**8.4.27.1** Not later than 90 days after the Contract is awarded, or upon a date approved by HHSC, Contractor must provide a Transition Plan to HHSC for review. HHSC reserves the right to request changes to the Transition Plan. Contractor must provide HHSC an updated Transition Plan, if changed or updated throughout the term of the Contract, including amendments and renewals. The Transition Plan, at a minimum, must include the proposed approach to transition, along with a work plan, including the tasks and time line schedule for transition.

**8.4.27.2** In the event HHSC desires a transition of the duties and obligations of Contractor to HHSC or to a new Contractor upon termination of the Contract, HHSC must give written notification to Contractor of the need for transition at least 90 days prior to the termination date of the Contract. The transition period shall begin on the date specified by HHSC in the notice and must continue until HHSC determines that all of Contractor’s contract duties and obligations have been met, even if the date extends beyond the termination date of the Contract. HHSC must provide written instruction in the notice regarding the packaging, documentation, data formats, delivery location, and delivery date of all records, data, and information HHSC determines are required to provide for an orderly transition.

* + 1. **Subcontracting**

**8.4.28.1** A Contractor may Subcontract with a transportation entity who is enrolled in Texas Medicaid and meets the same requirements of the OE and provides the same service and level of experience as required of Contractor.

**8.4.28.2** Contractor must assume responsibility for coordination, control, and performance of all Subcontractors.

**8.4.28.4** HHSC reserves the right to request the removal of a Contractor’s Subcontractor deemed unsatisfactory by HHSC.

**8.4.28.5** Subcontracting must be at Contractor’s expense. HHSC retains the right to check a Subcontractor’s background and make a determination to approve or reject the use of the submitted Subcontractor(s). Any negative responses may result in disqualification of the Subcontractor.

**8.4.28.6** Contractor must maintain all project management, schedule and responsibilities for Subcontractors.

**8.4.28.7** Contractor must pay all Subcontractor(s) in accordance with Section §2251.022 of TEX. GOV’T CODE.

**8.4.28.8** Contractor must ensure the assignment and assumption provision, see Section 13, is included as a provision in all Subcontracts entered with transportation entities.

* 1. **Performance Criteria**

HHSC will look solely to Contractor for the performance of all contractual obligations resulting from an award based on the 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 the Contract. Unless the context clearly indicates otherwise, every requirement and every prohibition set forth in the OE and any resulting Contract that applies to a Contractor applies with equal force to its employees, agents, representatives, and subcontractors.

* + 1. **Specific Performance Standards**

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

**8.5.1.1.2** Service Delivery: 99 percent of all trips that were assigned and accepted by Contractor were completed. Client cancellations, Client No-Shows and Contractor No Shows are excluded.

**8.5.1.1.3** On Time Pick-up: 95 percent of all trips in which the Client was picked up and dropped off were within 15 minutes but no more than one hour prior to their scheduled appointment time.

**8.5.1.1.4** Hospital Discharge: 95 percent of all trips in which the Client is picked up were within 3 hours of the Client or advocate notifying Contractor to initiate the trip.

**8.5.1.1.5** Vehicle Roster: 99 percent of all trips in which the vehicles used met federal, state, and local ordinances.

**8.5.1.1.6** Driver Roster: 99 percent of all drivers met all driver background checks and screening requirements.

**8.5.1.1.7** Client Complaints: 98 percent of Prior Client complaints were resolved within 30 days of receipt of the complaint by Contractor.

**8.5.1.1.8** Class of service: 99 percent of services were performed at the class of service (e.g., ambulatory, wheelchair) requested by HHSC.

**8.5.1.1.9** Claims/Invoicing: 100 percent of claims/invoices submitted to the HHSC Claims Administrator were only for services performed.

**8.5.1.1.10** Staff Accessibility: 98 percent of time Contractor staff (someone with decision-making authority) was available to speak to HHSC by phone during normal business hours, and at times when Clients are onboard the vehicles used to provide services.

* 1. **Contractor Personnel Performance**

**8.6.1** Contractor shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them.

**8.6.2** Contractor shall at all times employ sufficient personnel to carry out functions and services in the manner and time prescribed by the Contract.

**8.6.3** Contractor shall be responsible for the acts and omissions of Contractor’s employees, agents (including, but not limited to, lobbyists), and Subcontractors and shall enforce strict discipline among Contractor’s employees, agents (including, but not limited to, lobbyists), and Subcontractors performing the services under the Contract.

**8.6.4** HHSC, at its sole discretion, may request in writing the immediate removal of any Contractor personnel or Subcontractor personnel from the services being provided under the Contract. Upon such request, Contractor shall immediately remove the subject personnel and submit in writing to HHSC, within 10 days of HHSC request for removal, confirmation of the removal and assurance of continued, compliant Contract performance.

* 1. **Notice of Criminal Activity**

**8.7.1** 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:

**8.7.1.1** 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

**8.7.1.2** 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.

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

**8.7.3** 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.

**8.7.4** 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.

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

**8.7.6** 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.

* 1. **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.

* 1. **Background Checks For Personnel**

This section does not apply to Contractors who are TNCs.

**8.9.1** Contractor must conduct or cause to be conducted for each driver and for each employee who works directly with Clients or who has direct access to Client records the following checks and screening requirements:

|  |  |
| --- | --- |
| Checks and Screening Requirements | Frequency |
| State Sex Offender Registry check from the Texas Department of Public Safety’s website | Annually from date of hire |
| National Sex Offender Registry check from an organization that is nationally approved and recognized to provide sex offender registry checks | Annually from date of hire |
| Federal and State database screening requirements:   * U.S. Department of Health and Human Services-Office of Inspector General’s List of Excluded Individuals and Entities (LEIE) (applies to TNCs and their drivers); * HHSC Inspector General exclusion list; * Texas Comptroller of Public Accounts’ Vendor Debarment List; * Social Security Administration’s Death Master File; * Excluded Parties List System (EPLS) on the System for Award Management (SAM) | Annually from date of hire, except for LEIE and EPLS, which must be conducted monthly. |

**8.9.2** A driver who does not meet criminal history or driver history requirements may not provide DRTS.

**8.9.3** Evidence of screening requirements must be maintained at Contractor’s headquarters and must be made available to HHSC upon request. Contractor, Subcontractors, their employees, and drivers may not provide DRTS if the required checks and screening requirements are past due.

**8.9.4** Contractor must implement and maintain a drug and alcohol testing program in accordance with Federal regulations 49 C.F.R Part 40 and Part 655. Use of any substance that may impair the operation of the motor vehicle by the driver is prohibited.

**8.9.5** Contractor must require drivers under this Contract to notify Contractor in writing, within ten business days, of criminal convictions (felony or misdemeanor, including deferred adjudication) and pending felony charges or placement on a Registry as a perpetrator for any driver or employee who works directly with Clients or has access to Client records.

**8.9.6** Payment for DRTS that are determined to have been provided by a driver not eligible to provide the service will be subject to recoupment.

* 1. **Reporting Criteria**

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

|  |  |  |
| --- | --- | --- |
| Report to HHSC | Reporting Method | Due to HHSC |
| Log of Client and driver no-shows | Enter on TMTS | Day following occurrence |
| Log of Client Add-on Trips | Enter on TMTS | Day following occurrence |
| Report any Client(s) not transported due to law enforcement authorities being called | Telephone, Fax, or email | Immediately followed with written report |
| Report any problems that affect the delivery of services and require implementation of the contingency plan | Telephone, Fax, or email | Immediately followed with written report |
| Report any lawsuits filed against Contractor, which relate to or may affect their provision of services | Fax or email | Immediately followed with written report |
| Report Client complaints received by Contractor to HHSC | Fax, email, or HEART (when functionality becomes available) | Within two (2) business days of receipt of complaint |
| Respond to Client complaints received by HHSC | Fax, email, or HEART (when functionality becomes available) | Within 10 business days |
| Respond to legislative complaints. | Fax, email, or HEART (when functionality becomes available) | Within 24 hours of receipt of complaint |
| Respond to access to care complaints. | Fax, email, or HEART (when functionality becomes available) | Within the date specified by HHSC |
| Respond to administrative complaints. | Fax, email, or HEART (when functionality becomes available) | No later than the due date specified in the HHSC notification |
| Report cancellation or non-renewal of vehicle insurance | Fax or email | Immediately followed with written report |
| Provide copy(ies) of vehicle insurance policy(ies) and subsequent renewal periods | Fax or email | Upon request. |
| Report allegations of fraud or program Abuse, Sexual Harassment or physical or verbal Abuse committed by Client and/or Attendants during trips authorized by HHSC. | Telephone, Fax, or email | Immediately followed with written report |
| Report Contractor witnessed or suspected child or adult Abuse or neglect as required by Texas law. | Telephone  1-800-252-5400 Texas Department of Family and Protective Services | Immediately upon reporting as required by Texas law followed with written report |
| Report all vehicle Accidents or incidents involving Client or Attendant | Fax, email or HEART application, when system available. | See Section 8.4.20.5. |
| Report changes in contact personnel, see Section #. | Email | Within five (5) business days of change |
| Report changes in Contractor’s ownership or legal operating status including the filing of a petition in bankruptcy concerning DRTS | Mail, fax or email | Immediately |

**8.10.2** Any other additional required reports as determined by HHSC, see Attachment 5 – Non-TNC Contract Required Reports.

* 1. **Invoice Requirements and Payment**
     1. **Invoice Requirements**

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

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

**8.11.1.3** Claims must contain Contractor’s complete name, address, and provider identifier to avoid unnecessary delays in processing and payment.

**8.11.1.4** For paper or electronic claim payments to be considered, Contractor must adhere to the time limits described in the Texas Medicaid Provider Procedures Manual (TMPPM). Claims received after the claims filing deadlines are not payable

**8.11.1.5** Payment requirements. Only authorized service(s) for Clients shall be eligible for payment.

**8.11.1.6** Training on claim submission is provided through the HHSC Claims Administrator’s Learning Management System (LMS) at https://learn.tmhp.com.

* + 1. **Payment**

**8.11.2.1** Contracts issued under this OE will be paid using a Fee For Service payment methodology.

**8.11.2.2** The rates that follow are subject to change. An addendum will be issued to the OE and posted on the ESBD and the HHSC Business Opportunity web page, if rates are changed.

**8.11.2.3** Contractor will be reimbursed at a rate of $27.06 per one-way (leg) for trips originating in a metro (urban) county completed in accordance with the Contract requirements. Reimbursement will be calculated by the number of seats authorized by HHSC for each one-way (leg) of the trip.

**8.11.2.4** Contractor will be reimbursed at a rate of $63.71 per one-way (leg) for trips originating in a rural county completed in accordance with the Contract requirements. Reimbursement will be calculated by the number of seats authorized by HHSC for each one-way (leg) of the trip.

**8.11.2.5** Contractor will be reimbursed at a rate of $49.85 per one-way (leg) for trips originating in a micro (suburban) county completed in accordance with the Contract requirements. Reimbursement will be calculated by the number of seats authorized by HHSC for each one-way (leg) of the trip.

**8.11.2.6** The following are the terms for payment:

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

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

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

**8.11.2.6.4** Contractor shall not be entitled to payment for Add-on Trips when Contractor fails to notify HHSC in accordance with Section 8.4.20.4.

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

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

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

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

* 1. **Data Use Agreement (DUA)**

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

* 1. **Terms and Conditions**

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

Any term, condition, or other part of an Applicant’s submitted application that has been rejected by HHSC, that is not accepted in writing by HHSC, or that conflicts with applicable law, this OE, any resulting Contract, or applicable terms and conditions will not constitute part of the Contract.

* + 1. **ASSIGNMENT/ASSUMPTION OF SUBCONTRACTORS UPON TERMINATION**

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

1. **HHSC CONTRACT ADMINISTRATION**

HHSC will designate a Contract Manager and provide the manager’s contact information to Contractor.

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

1. **INSURANCE requirements**
   1. **Insurance Coverage**

**10.1.1** In its Application, Applicant must provide a statement of its intent to obtain and maintain for the term of the Contract (and any renewal periods or additional extensions) the minimum insurance coverage specified or, as applicable, any bonds required. Applicant should also describe other insurance coverage maintained by Applicant in the ordinary course of business and provide proof of same in its Application. HHSC may request any form of proof of insurance or bond coverage as HHSC, in its sole discretion, deems necessary.

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

**10.1.3** HHSC may designate a deadline for submission of proof of required insurance. Failure to timely submit acceptable proof may result in HHSC revocation of the award.

**10.1.4** 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.

* 1. **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 must obtain and maintain seven hundred and fifty thousand dollars ($750,000) combined single limit Business Auto Insurance with Combined Single Limit of $750,000 bodily injury per person, bodily injury per accident, damage per accident is a requirement for owned, non-owned, and hired automobiles. As such, $750,000 combined single limit is the minimum requirement that all Contractor Subcontractors must carry whether the Subcontractor owns fleet, hired, or contracted by the Subcontractor. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

**Workers’ Compensation & Employer’s Liability**

Contractor shall maintain Workers' Compensation insurance coverage in accordance with applicable statutory limits.

Workers’ Compensation: Statutory Limits

Employer’s Liability: Each Accident $1,000,000

Disease: Each Employee $1,000,000

Disease: Policy Limit $1,000,000

**Commercial General Liability**

Occurrence Based:

Bodily Injury and Property Damage

Each occurrence Limit: $1,000,000

Aggregate Limit: $2,000,000

Medical Expense Each Person: $5,000

Personal Injury and Advertising Liability: $1,000,000

Products / Completed Operations Aggregate Limit: $2,000,000

**Umbrella/Excess Liability:**

Per Occurrence: $1,000,000

**Identity Theft Coverage**:

Per occurrence: $1,000,000

All required bonds and insurance shall be in a form satisfactory to HHSC and must

be issued by companies or financial institutions that:

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

HHSC shall be named as the obligee in each required bond.

All required insurance contracts must:

1. be written on a primary and non-contributory basis with any other

insurance coverages Contractor currently has in place; and

1. include a Waiver of Subrogation Clause in favor of the State of Texas and its officers, directors, and employees for bodily injury (including death), property damage or any other loss.

Each insurance policy, other than workers’ compensation, employer’s liability and

professional liability, must name the State of Texas and its officers, directors, and

employees as additional insureds on the original policy and all renewals or

replacements.

The insurance shall be evidenced by delivery to HHSC of certificates of insurance executed by the insurer or its authorized agency stating coverage, limits, expiration dates, and compliance with all required provisions. Upon request, HHSC shall be entitled to receive, without expense, certified copies of the policies and all endorsements. Except as otherwise provided herein, required coverage must remain in full force and effect throughout the term of the Contract and any extensions thereof, and provide adequate coverage for incidents discovered after termination of the Contract.

Contractor shall:

1. provide written notice to Managed Care Compliance & Operations by

email at [CMD\_ManagedCareOrganizations@hhsc.state.tx.us](mailto:CMD_ManagedCareOrganizations@hhsc.state.tx.us) and by U.S. first class, certified mail to 4900 N. Lamar Blvd, Austin, Texas 78753, Mail Code H320 at least 30 days prior to any cancellation, non-renewal, or material change of a required policy;

1. ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor's performance under the Contract; and
2. deliver to Managed Care Compliance & Operations by email at [CMD\_ManagedCareOrganizations@hhsc.state.tx.us](mailto:CMD_ManagedCareOrganizations@hhsc.state.tx.us) and by U.S. first class mail to 4900 N. Lamar Blvd, Austin, Texas 78753, Mail Code H320 all renewal policies at least ten (10) days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth herein.

Contractor must submit original certificates of insurance for each required insurance contract, and any renewals thereof, within 15 days after contract execution. Renewal certificates shall be submitted prior to or at least days after expiration of the existing policy. Applicants must submit required bonds when and as provided in sections of this OE outlining bond requirements.

Contractor shall ensure that all Contract provisions concerning liability, duty, and standard of care, together with all indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include the obligations under any contract awarded as a result of this OE. In addition, Contractor shall be responsible for ensuring all Subcontractors used in the performance of the Contract maintain the insurance required in this section (covering all goods and services provided by the Subcontractors) throughout the Contract term and all renewals.

* 1. **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.

1. **CONFIDENTIAL OR PROPRIETARY INFORMATION**
   1. **Public Information Act**
      1. **Applicant Requirements Regarding Disclosure**

Applications and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code [Chapter 552](http://www.statutes.legis.state.tx.us/DocViewer.aspx?K2DocKey=odbc%3a%2f%2fTCAS%2fASUPUBLIC.dbo.vwTCAS%2fGV%2fS%2fGV.552%40TCAS2&QueryText=552&HighlightType=1), 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:**
2. 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
3. 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 OE):** certify, in the designated section of the Affirmations and Solicitation 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 OE). The Public Information Act Copy must meet the following requirements:
3. 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);
4. Each portion Applicant claims is exempt from public disclosure must be redacted; and
5. 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 Affirmations and Solicitation Acceptance, 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>

* 1. **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.**

1. **BINDING OFFER**

All Applications should be responsive to the OE as issued or amended through written and posted Addenda, not with any assumption that HHSC will negotiate any or all terms, conditions, or provisions of the OE. Furthermore, all Applications constitute binding offers. **Any Application that includes any type of disclaimer or other statement indicating that the Application submitted in response to this OE does not constitute a binding offer will be disqualified.**

1. **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 – Affirmations and Solicitation Acceptance**   Must be completed and signed.  **Important Note: Applications received without the signed Exhibit A will be disqualified.** |
| 1. **Public Information Act Copy, if applicable** |
| 1. **OE Addenda, if applicable – signed** |
| 1. **Exhibit B – Uniform Terms and Conditions – Vendor, Version 3.2** |
| 1. **Exhibit C– Federal Assurances and Certification**   Completed and signed |
| 1. **Exhibit D - DUA, –** **Attachment 2 (Security and Privacy Initial Inquiry) –** completed and signed |
| 1. **Minimum Qualifications – Reference Section 7**   **Required Experience:**  To be considered for contract award under this OE, an Applicant must have a minimum three (3) years’ within the past five (5) years of relevant experience performing the transportation services as outlined in this OE or similar services.  All personnel assigned to perform the services must be fully trained and have a minimum three (3) years’ 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. |
| 1. **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. |
| 1. **Executive Summary**  * **Statement of Work – Section #8.4**   Provide the Applicant’s approach to meeting the requirements of the Statement of Work including any other requirements of this OE.   * **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 Affirmations and Solicitation Acceptance (Exhibit A), paragraph 36.all   * **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. |
| 1. **Notice of Criminal Activity – Reference Section #8.7**   Provide confirmation that the Applicant, any person with ownership or controlling interest, their agent, employee, subcontractor or volunteer who will be providing the required services are not:   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 sex crime. |
| 1. **Notice of Insolvency or Indebtedness – Reference Section #8.8**   Provide with the Application detailed written descriptions of any insolvency, incapacity, and outstanding unpaid obligations of Applicant owed to the Internal Revenue Service (IRS) or the State of Texas, or any agency or political subdivision of the State of Texas. |
| 1. **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 |
| 1. **Contractor Service Locations – Reference Section 8.4.24**   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 |
| 1. **Subcontractor Information**   Provide a list of all Subcontractors which must include at a minimum:   * Business Structure (Type of entity) * DBA name, if applicable with associated Texas County(s) * Addresses – Physical and Mailing, if different * Contact Information – Phone and e-mail |
| 1. **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. |
| 1. **Public Information Act Copy of Application, if applicable** |
| 1. **Transportation Service Operation Plan – Reference Section 8.4.24**   The Applicant must ensure that the transportation service operation plan comports with requirements cited in Section X. |
| 1. **Enrollment in Texas Medicaid – Reference Section 7.4**   If the Applicant is enrolled in Texas Medicaid at the time the OE is submitted, the Applicant must a copy of the enrollment letter sent by HHSC’s Claims Administrator.  If Applicant attempts to enroll in Texas Medicaid after the OE is tentatively approved, then Applicant must submit a copy of the enrollment letter sent by HHSC’s Claims Administrator to complete the application process. |

1. **Application SUBMISSION requirements**

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

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.**

The Application must be submitted by hardcopy.

* 1. **Hard Copy Submission – USPS Mail, Express Mail, Hand Delivery**

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements, including, but not limited to, proper labeling, sufficient postage or delivery fees, and ensuring timely receipt by HHSC.

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

The Application, including all ORIGINAL documentation outlined in Section 13, must be delivered to HHSC in its entirety in one envelope or package.

Submit one (1) original hard copy and one (1) copy on portable media, such as compact disk or USB compatible with Microsoft Office 2000. Any disparities between the contents of the original hard copy and the copy will be interpreted in favor of HHSC.

Address for hand delivery, US Postal Service, other Carrier or overnight or Express Mail delivery:

**Health and Human Services Commission**

**Department of State Health Services**

**Attn: MCCO – Mary Urrutia**

**4900 N. Lamar Blvd., Mail Code H320**

**Austin, Texas 78751**

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

* 1. **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, 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.

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

1. **SCREENING OF APPLICATIONS**

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

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

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

* 1. **Initial Screening of Applications**

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

HHSC reserves the right to:

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

**Informalities:**

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

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

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

* 1. **Verification of Past Vendor Performance**

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

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

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

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

1. Applicant has an unfavorable report or grade on the CPA Vendor Performance Tracking System (VPTS).

VPTS may be accessed at:

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

OR,

1. Applicant is currently under a corrective action plan through HHSC, OR,
2. Applicant has had repeated, negative vendor performance reports for the same reason, OR,
3. Applicant has a record of repeated non-responsiveness to vendor performance issues, OR,
4. 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.

1. **AWARD PROCESS**
   1. **Contract Award and Execution**

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

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

All awards are contingent upon approval of the HHSC Executive Commissioner or the HHSC Executive Commissioner’s designee.

* 1. **Compliance for Participation in State Contracts**
     1. **Required Pre-Award Verifications**

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

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

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

1. **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>

1. **System of Award Management (SAM) Exclusions List – Federal**

Must not be excluded from contract participation at the federal level. This verification is conducted through SAM, official website of the U.S. Government which may be accessed at this link: <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

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

1. **Divestment Statute Lists**

Must not be listed on the Divestment Statute Lists provided by CPA which may be accessed at: <https://comptroller.texas.gov/purchasing/publications/divestment.php>

1. Companies that boycott Israel;
2. Scrutinized Companies with Ties to Sudan;
3. Scrutinized Companies with Ties to Iran;
4. Designated Foreign Terrorist Organizations; and
5. Scrutinized Companies with Ties to Foreign Terrorist Organizations.
6. **HHS Office of Inspector General**

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

1. **U.S. Department of Health and Human Services**

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

* + 1. **Additional Required Pre-Award Verifications**

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

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

1. **Texas Franchise Tax Status**

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

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

1. **Texas Warrant Hold Status**

The check for warrant holds through the CPA is required to determine if an Applicant is on hold for any reason. [Texas Government Code Section 2252.903](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm#2252.903) requires agencies to verify the warrant hold status no earlier than the seventh day before and no later than the day of contract execution for transactions involving a written contract. In accordance with Section 3.3 of Exhibit B, Uniform Terms and Conditions, payments under any contract resulting from this OE will be applied directly toward eliminating the Applicant’s debt or delinquency regardless of when it arises.

1. **Texas Secretary of State**

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

* 1. **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.

1. **PROTEST PROCEDURES**

The protest procedure for an Applicant, who is not awarded a Contract to protest an award or tentative award made by any HHSC is allowed for competitive Procurements. This Procurement is non-competitive and cannot be protested as provided in 1 [Tex. Admin. Code (TAC) §391.403](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=15&ch=391&rl=403).

1. **Exhibits and ATTACHMENTS**

Exhibit A - Affirmations and Solicitation Acceptance

Exhibit B - Uniform Terms and Conditions – Vendor, Version 3.2

Exhibit C – Federal Assurances and Certification

Exhibit D – DUA, - Attachment 2 (Security and Privacy Initial Inquiry)

Attachment 1 – Medical Transportation Program Fee For Service Transportation Service Region Map

Attachment 2 – Authorized Holidays

Attachment 3 - Key Performance Standards

Attachment 4 – Additionally Non-TNC Required Trainings

Attachment 5 – Non-TNC Contract Required Reports

**Exhibit A – Affirmations and Solicitation Acceptance**

**Exhibit B – Uniform Terms and Conditions – Vendor, Version 3.2**

**Exhibit C – Federal Assurances and Certification**

**Exhibit D – Attachment 2 Data Use Agreement (DUA), – Attachment 2 (Security and Privacy Initial Inquiry)**

**ATTACHMENT 1 – MEDICAL TRANSPORTATION PROGRAM FEE FOR SERVICE TRANSPORTATION SERVICE REGION MAP**

Map of MTP Transportation Service Regions


**ATTACHMENT 2 – AUTHORIZED HOLIDAYS**

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

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

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

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

**ATTACHMENT 3 – KEY PERFORMANCE STANDARDS**

Performance measures are applicable at all times and may be monitored accordingly. Accelerated monitoring may occur as needed. Performance standard will be applied to regular monitoring visits or any other follow-up occurrence as deemed necessary by HHSC. Performance measures may not be subject to more than one performance standard and associated liquated damage assessment.

|  |  |  |  |
| --- | --- | --- | --- |
| KRP # | Requirement | Cure Period | Liquated Damages |
| FFS-1 | Provide reports as required under Contract | 3 days | $100 per each day each report is late or unacceptable. Maximum amount of $1,000 for any month, per report that is late. |
| FFS-2 | Maintain all vehicles used under this Contract to all local, state and federal safety standards and regulations | 5 days | $100 per each day for each vehicle not in compliance with local, state, and federal safety standards. and regulations. Maximum amount of $1,000 for any month per vehicle. |
| FFS-3 | Maintain insurance policy and coverage for each vehicle as required under Contract | 1 days | $500 per each day for each vehicle not properly insured or where insurance policy lapse. Maximum amount of $2,500 for any month per vehicle. |
| FFS-4 | Driver fully and properly credentialed (referring to driver training, screening, criminal history checks, sex offender registry checks, drug testing, and motor vehicle report on file and conducted) prior to the driver performing the service | 3 days | $500 per each day for each driver not fully and properly credentialed prior to performing the service. Maximum amount of $5,000 for any month per driver. |
| FFS-5 | Provide trips assigned on a daily basis with no more than one percent of trips not provided due to circumstances beyond Contractor’s control | 0 days | $750 per each day for any percent point about one percent per day. Maximum of $7,500 for any month. |
| FFS-6 | Pick up Client on time under normal conditions | 0 days | $250 per each day each Client is not picked up timely. Maximum of $2,500 for any month. |
| FFS-7 | Client delivered to scheduled health care appointment on time under normal conditions. Normal conditions refers to no road obstruction, weather-related delays, detours, or checkpoints. | 0 days | $250 per each day for each Client not delivered to scheduled health care appointment on time and not seen by health care provider. Maximum of $2,500 for any month. |
| FFS-8 | 100% of vehicles are properly registered and inspected | 5 days | $250 per each day for each vehicle not properly registered. Maximum of $1,500 for any month for each vehicle. |
| FFS-9 | Address service complaints within the timeframe specified by HHSC:  . | 2 days | $25 per each day for each service complaint not submitted timely or incomplete. Maximum of $100 for any month, per complaint. |
| FFS-10 | Meet all privacy and security standards under applicable state or federal law, rule, regulations, and HHSC Contract requirement. | 0 days | $5,000 for each incident of noncompliance per day. |
| FFS-11 | Fails to timely perform an administrative service that is not otherwise associated with a KPR in this matrix, and, in the determination of HHSC, such failure either:   1. Results in actual harm or places the Client at risk of imminent harm; 2. Materially affects HHSC’s ability to administer the program; or 3. Fails to submit complete and accurate responses to HHSC directives, inquiries, desk reviews, technical assistance reports, audits, and operations reviews. | 3 days | $2,500 for each incident of noncompliance. |

**ATTACHMENT 4 – ADDITIONALLY REQUIRED NON-TNC DRIVER TRAININGS**

|  |  |
| --- | --- |
| Training Subject | Training Frequency |
| ADA training | Every 2 years |
| Basic First Aid | Every 3 years |
| Transfer and proper restraint of mobility devices including scooters | Every 2 years |
| When and How to Call for Emergencies | Annually |
| Dealing with Client with behavior and/or violent behaviors | Every 2 years |
| Claims processing requirements   * HHSC’s Claims Administrator’s Learning Management System (LMS) | Every 2 years |
| Texas Medical Transportation System (TMTS)   * Trip Manifest * Add-on Trip * Cancellation * No Show | Every 2 years |

**ATTACHMENT 5 – NON-TNC CONTRACT REQUIRED REPORTS**

|  |  |  |
| --- | --- | --- |
| Report to HHSC | Reporting Method | Due to HHSC |
| Current active roster of drivers used for DRTS | Email | Quarterly, due 30 days following the end of the state fiscal year reporting quarter |
| Current active roster of vehicles used for DRTS | Email | Quarterly, due 30 days following the end of the state fiscal year reporting quarter |
| Reports of Global Position Systems (GPS) to record pick up and drop off times for each destination for used Demand Response | Email | As requested |
| Evidence of sex offender registry checks and criminal background checks used for DRTS | Email | As requested |
| Evidence of state and federal database screenings for drivers used for DTS | Email | As requested |
| Evidence of motor vehicle reports on drivers used for DRTS | Email | As requested |