

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION**

**OPEN ENROLLMENT (OE)**

**for**

**Comprehensive Rehabilitation Services**

**Hospital Services**

**OE No. #** **HHS0010370**

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

***948-46***

***948-57***

***948-76***

***948-86***

***952-15***

***952-21***

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1. **SCHEDULE OF EVENTS**

|  |  |
| --- | --- |
| **Enrollment Period Opens**  **(Posted to Health and Human Services (HHS) Open Enrollment (OE) Opportunities webpage)** | **May 20, 2021** |
| **Enrollment Period Closes**  **(Final date for RECEIPT of Applications)** | **August 31, 2026** |
| **Anticipated Contract Start Date** | **The effective date of a Contract, if any, awarded to an Applicant will be determined at the sole discretion of the Health and Human Services Commission (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Withdrawal of Application: Applications may be withdrawn from consideration or amended at any time prior to the “Enrollment Period Closes” date by emailing a request to the Point of Contact, Section 4.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**

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

HHSC is seeking Applications to establish Contract(s) for the provision of inpatient services, outpatient hospital services, and acute inpatient comprehensive medical rehabilitation services, collectively referred to as “Hospital Services,” for individuals who have a traumatic brain injury (TBI), traumatic spinal cord injury (TSCI), or both.

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**

Texas Government Code section 2155.144 provides authority to HHSC to procure goods and services. HHSC is permitted to issue this Open Enrollment in accordance with 1 Texas Administrative Code section 391.205.

* 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 |
| **Addendum** | A written clarification or revision to this Open Enrollment. All Addenda will be posted to the HHS Open Enrollment Opportunities web page. |
| **Application** | All information and materials submitted by an Applicant in response to this Open Enrollment. |
| **Applicant** | Any individual or entity that submits an Application in response to this Open Enrollment. |
| **HHS Open Enrollment Opportunities** | The HHS web page where Open Enrollments are posted: <https://apps.hhs.texas.gov/pcs/openenrollment.cfm> |
| **HUB Subcontracting Plan** | The Historically Underutilized Business Subcontracting Plan required by Chapter 2161 of the Texas Government Code for contracts with an expected value of $100,000 or more and where subcontracting opportunities have been determined to be probable. |
| **Open Enrollment (OE)** | This document, including all exhibits, attachments and addenda, as applicable, posted on the HHS Open Enrollment Opportunities webpage. |

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.

**Comprehensive Rehabilitation Services**

**Attn:** Jessica Hissam

**Email:** [CRS\_contracts@hhsc.state.tx.us](mailto:CRS_contracts@hhsc.state.tx.us)**eFax:** 512-206-3981

**To be considered for contract award, applications must only be submitted to this address. See Section 23 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.

### 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 prior to the OE closing date, 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**

### 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.

### 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

### Ambiguity, Conflict, Discrepancy

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

Each Applicant submits its Application at its own risk.

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

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

1. **HUB SUBCONTRACTING PLAN 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 **HUB Subcontracting Plan 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 Open Enrollment.

All contracts awarded under this Open Enrollment will be effective on the signature date of the latter of the parties to sign the contract and will terminate on August 31, 2026, unless terminated sooner.

1. **Minimum QUALIFICATIONS**

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

* 1. **Licensure and Accreditation**

Applicant must have a current license issued by HHSC Regulatory Services and be operating as an eligible facility prior to contract execution. Hospitals must be in compliance with the licensing regulations that are available online and can currently be accessed at: <https://hhs.texas.gov/doing-business-hhs/provider-portals/health-care-facilities-regulation>.

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

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 certifications must be included with submitted Applications. During annual contract reviews, Contractor shall provide updated licenses and certifications at HHSC’s request.

### ACCEPTANCE LETTER FOR PENDING LICENSE

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

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

### ACCREDITATION REQUIREMENTS

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

* Be accredited by the Commission on Accreditation of Rehabilitation Facilities (“CARF”) and in compliance with its standards that are available online and can currently be accessed at: <http://bookstore.carf.org/category/int-pubs.html>; or
* Be certified by The Joint Commission and in compliance with its standards that are available online and can currently be accessed at: <https://www.jointcommission.org/standards_information/edition.aspx>

### Safety Requirements

Each Applicant must follow all state and federal guidelines for accessibility and must maintain a safe environment for individuals. Applicants must develop and maintain safety protocols and meet all of the applicable building occupancy and safety codes.

Applicants must provide a copy of the following:

* A certificate of occupancy from the local municipality
* Most current fire and safety inspection
  1. **Additional Minimum Qualifications for Contractor and Contractor Personnel**

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

Contractor will be responsible for ensuring that the all Provider’s staff hold a current, valid, and applicable Texas license or certification in good standing.

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

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

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

The purpose of HHSC’s Comprehensive Rehabilitation Services (CRS)

program is to help eligible individuals who have a TBI TSCI, or both, to improve their ability to function independently in the home and the community. The program focuses to improve self-care, communication, and mobility.

Information and guidelines about the Comprehensive Rehabilitation Services (CRS) program may be accessed at: The CRS Standards for Provider’s Manual may be accessed at: <https://hhs.texas.gov/laws-regulations/handbooks/crssp/comprehensive-rehabilitation-services-crs-standards-providers>

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

CRS is authorized to offer inpatient hospital services, outpatient hospital services, and acute inpatient comprehensive medical rehabilitation services. To be eligible to receive these services the individual must have a TBI, a TSCI, or both. The services are provided through an interdisciplinary team approach and identified on the Individual Program Plan. Contractor will:

* + - 1. Request specific services which must be pre-authorized by the CRS program Social Worker.
      2. Once approved by the Social Worker, a service authorization will be issued in writing to the Contractor and will outline approved services to be rendered.
      3. Any changes to treatment or service authorization must be submitted to the Social Worker for review and approved prior to services being rendered.

The services are defined in the CRS Standards for Providers Manual and, unless otherwise specified, should be considered all-inclusive. Contractor is, at all times, responsible for complying with the most current version of the HHSC [CRS Standards for Providers Manual](https://hhs.texas.gov/laws-regulations/handbooks/crssp/comprehensive-rehabilitation-services-crs-standards-providers).

Contractor must provide all hospital services in accordance with all state of Texas statutes, regulations, rules, policies, and guidelines that govern the hospital services, including, but not limited to, [Title 40, Part 2, Chapter 107,](https://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=5&ti=40&pt=2&ch=107&sch=D&rl=Y) [Subchapter D of the Texas Administrative Code](https://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=5&ti=40&pt=2&ch=107&sch=D&rl=Y) and the most current [CRS Standards for Providers Manual](https://hhs.texas.gov/laws-regulations/handbooks/crssp/comprehensive-rehabilitation-services-crs-standards-providers).

Services that are provided are based on an assessment of the individual’s needs and strengths with the goal of achieving independence in the home and community and establishing new patterns of cognitive activity or compensatory mechanisms. Hospital services may include the following:

### Hospital Services

Inpatient and/or outpatient services necessary to correct or substantially modify, within a reasonable period of time, a condition that is stable or slowly progressive.

Inpatient services include room, board, and professional services for more than a 24-hour duration.

Outpatient services are less than 24 hours in duration and do not require admission to the hospital for an overnight stay. Inpatient comprehensive medical rehabilitation services are part of hospital services that address medical and rehabilitation issues that require 24-hour-a-day nursing services and are provided as recommended by an interdisciplinary team in a hospital setting.

The service arrays and service types specified in 40 TAC 107.709, 711 and The [CRS Standards for Providers Manual](https://hhs.texas.gov/laws-regulations/handbooks/crssp/comprehensive-rehabilitation-services-crs-standards-providershttps:/hhs.texas.gov/laws-regulations/handbooks/crssp/comprehensive-rehabilitation-services-crs-standards-providers) should be considered all inclusive. If a consumer requires medication, the medication is provided by the hospital pharmacy. Pharmacy charges appear as a line item on the invoice and are paid according to the contracted rate.

Goods or services approved by the CRS program that are not part of the contracted rate for inpatient comprehensive medical rehabilitation services are considered ancillary and must be pre-authorized before service is rendered; if services are not pre-authorized there is no guarantee of payment.

### Outpatient Therapy Services

Outpatient therapy services are provided on a one-on-one basis by licensed therapists to participants who have a TBI, TSCI, or both. A physician must recommend or, if applicable, prescribe outpatient therapy services, and such services are to be provided without admittance to a hospital. Outpatient therapy services are to be utilized as a continuum of hospital services and do not include residential or non-residential base services. Outpatient therapy services include core services, including, but not limited to: aquatic therapy, art therapy, behavior management, chemical dependency counseling and/or treatment, cognitive rehabilitation therapy, family therapy, massage therapy, mental health counseling, music therapy, neuropsychiatric services, neuropsychological services, occupational therapy, physical therapy, recreational therapy, and speech/language pathology.

### Implantable Devices

Implantable device means an object or device that is surgically:

1. Implanted;
2. Embedded;
3. Inserted;
4. or otherwise applied to the body; and
5. Related equipment necessary to operate, program and recharge the implantable device.

### Medical Records

A medical record is the written history of those services provided to an individual during a hospital stay or while receiving outpatient services. Medical records may include an admitting history and physical narrative; operative reports; progress notes; or discharge summaries.

### Psychological Services

Psychological testing and psychological counseling provided by or under the supervision of a licensed psychologist.

1. A general diagnostic battery includes but is not limited to: Diagnostic interview and history; full scale intelligence test, projective or objective personality test; standardized academic achievement test; review and evaluation with a written report.
2. A neuropsychological testing battery includes but is not limited to: Diagnostic interview and review of history, assessments, and test data provided from the general diagnostic battery; evaluation of verbal-cognitive factors resulting from general diagnostic battery; evaluation of emotional coping factors resulting from general diagnostic battery; standard neuropsychological batteries, or series of appropriate tests accepted in the field; written narrative report.

* 1. **ELIGIBLE INDIVIDUAL POPULATION**

An individual’s eligibility is determined by applicable law, [Title 40, Part 2, Chapter](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=40&pt=2&ch=107) [107, §107.707, Texas Administrative Code](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir&p_rloc&p_tloc&p_ploc&pg=1&p_tac&ti=40&pt=2&ch=107&rl=707), and the individual must meet

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

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

### Eligible Individual Characteristics

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

|  |  |
| --- | --- |
| Deficit Domain | Examples |

|  |  |
| --- | --- |
| Cognitive Deficits | Attention  Concentration  Distractibility  Memory  Speed of Processing  Confusion  Perseveration  Impulsiveness  Language Processing  Executive Functions |
| Speech and Language Deficits | Not understanding the spoken word (receptive aphasia)  Difficulty speaking and being understood (expressive aphasia)  Slurred speech  Speaking very fast or very slow  Problems reading  Problems writing |
| Sensory Deficits | Difficulties with interpretation of touch, temperature, movement, limb position and fine discrimination |
| Perceptual Deficits | Difficulty with the integration or patterning of sensory impressions into psychologically meaningful data |
| Vision Deficits | Partial or total loss of vision  Weakness of eye muscles and double vision (diplopia)  Blurred vision  Problems judging distance  Involuntary eye movements (nystagmus)  Intolerance of light (photophobia) |
| Hearing Deficits | Decrease or loss of hearing  Ringing in the ears (tinnitus)  Increased sensitivity to sounds |
| Smell Deficits | Loss or diminished sense of smell (anosmia) |
| Taste Deficits | Loss or diminished sense of taste |
| Seizures | The convulsions associated with epilepsy that can be several types and can involve disruption in consciousness, sensory perception, or motor movements |
| Physical Changes | Physical paralysis/spasticity  Chronic pain  Control of bowel and bladder  Sleep disorders  Loss of stamina  Appetite changes  Regulation of body temperature  Menstrual difficulties |
| Social Emotional Deficits | Dependent behaviors  Emotional ability  Lack of motivation  Irritability  Aggression  Depression  Disinhibition  Denial/lack of awareness |

* 1. **SERVICE PROVIDER LOCATIONS**

The CRS program is state-wide, but specific provider service locations must be individually approved by HHSC.

Contractor agrees that the individual’s services provided under the resulting Contract shall be provided at the approved locations specified on the service authorization form issued by HHSC.

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

* 1. **CONTINGENCY DISASTER SERVICES**

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

1. Community evacuation;
2. Health and medical assistance;
3. Assessment of health and medical needs;
4. Health surveillance;
5. Medical care personnel;
6. Health and medical equipment and supplies;
7. Patient evacuation;
8. In-hospital care and hospital facility status;
9. Food, drug and medical device safety;
10. Worker health and safety;
11. Mental health and substance abuse;
12. Public health information;
13. Vector control and veterinary services; and
14. Victim identification and mortuary services.
    1. **Performance Criteria**

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

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

* 1. **GOAL AND PERFORMANCE MEASURES**

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

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

### 

### PERFORMANCE MEASURES

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

In addition to the Contractor’s compliance with all of its obligations and duties under the Contract resulting from this Open Enrollment, HHSC will evaluate the Contractor’s performance on the basis of compliance with this Contract, including all terms and conditions, and complaints, if any, provided by individuals served or their respective representatives.

### LICENSE ACTION NOTICE

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

1. Reason for such action;
2. Name and contact information of the local, state or federal department or agency or entity;
3. Date of the license action; and
4. License or case reference number.

### UTILIZATION REVIEW

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

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

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

* 1. **Contractor Personnel Performance**

1. Contractor shall not employ or contract with or permit the employment of unfit or unqualified individuals or individuals not skilled in the tasks assigned to them.
2. Contractor shall at all times employ sufficient personnel to carry out functions and services in the manner and time prescribed by the Contract.
3. Contractor shall be responsible for the acts and omissions of the Contractor’s employees, agents, and subcontractors and shall enforce strict discipline among the Contractor’s employees, agents, and subcontractors performing the services under the Contract.
4. HHSC, at its sole discretion, may request in writing the immediate removal of any Contractor personnel or subcontractor personnel from the services being provided under the Contract. Upon such request, Contractor shall immediately remove the subject personnel and submit in writing to HHSC, within 10 calendar days of HHSC’s request for removal, confirmation of the removal and assurance of continued, compliant Contract performance.
   1. **Notice of Criminal Activity**

At the time of submission, Applicants shall provide confirmation that the Applicant, any individual with ownership or controlling interest in Applicant, and Applicant’s agents, employees, subcontractors and volunteers who will be providing the required services:

1. have not engaged in any activity that does or could constitute a criminal offense equal to or greater than a Texas Class A misdemeanor or similar offenses in other states or grounds for disciplinary action by a state or federal regulatory authority; and
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.

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, there 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 individual with ownership or controlling interest in Contractor, or any of Contractor’s agents, employees, subcontractors or volunteers has: engaged in any activity that does or could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or been placed on community supervision, received deferred adjudication; or been indicted for or convicted of a criminal offense relating to the involvement in any financial matter, federal or state program, or sex crime.

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

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

Personnel who have direct contact with individuals supported by CRS and who have misdemeanor offenses must receive prior written approval by HHSC before being allowed to work under this contract.

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 or 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. **Invoice Requirements and Payment**

### Invoice Requirements

Contractor shall submit to HHSC detailed and accurate invoice(s) which include the information below. Each invoice must be submitted by e-mail in the format prescribed by HHSC, not later than the 10th of each month for all services provided in the previous month.

The e-mail address for submitting an invoice is: CRS\_Claims@hhsc.state.tx.us

The invoice shall include, at a minimum:

1. Contractor's complete name, mailing address, and e-mail (if applicable) address;
2. Contractor's phone number;
3. the name and phone number of a person designated by the Contractor to answer questions regarding the invoice;
4. HHSC agency number 529, and CRS delivery address;
5. CRS service authorization number;
6. HHSC CRS contract number;
7. Contractor’s valid Texas identification number (TIN) issued by the Comptroller of the State of Texas;
8. a description of the goods or services provided, in sufficient detail to identify the service authorization which relates to the invoice. This may include but is not limited to the current procedural terminology codes;
9. Maximum Affordable Payment Schedule rate, or general codes set by the program;
10. dates of service;
11. quantity and unit-cost being billed, as documented on the service authorization;
12. if submitting an invoice after receiving an assignment of a contract, the TIN of the original contractor and the TIN of the successor vendor;
13. other relevant information supporting and explaining the payment requested;
14. participant’s Individualized Program Plan, signed by the interdisciplinary team (IDT) (for initial billing for services only), if applicable;
15. summaries of monthly meetings, signed by the IDT (for monthly services that are not admission or discharge services), if applicable; and
16. discharge summary, signed by the IDT or other appropriate team member (with final billing).

No payment will be made under this Contract without submission of detailed, accurate invoices and supporting documentation are submitted as outlined in section 8.11. Failure to submit invoices on time may be considered a Contract compliance issue and be used in evaluating renewal or termination of the Contract.

### Supporting Documentation for Services and Financial Information

Each monthly invoice must include the supporting detailed program services records, containing the established reporting information, which must be uploaded into the CRS Data Reporting System by the 10th of the following month. The CRS Data Reporting System is a repository database that each contractor will be provided access to enter in the data or upload a .csv file each month.

Hospital services providers are also required to complete Cyber Training as outlined in [the CRS Standards for Providers](https://hhs.texas.gov/laws-regulations/handbooks/crssp/comprehensive-rehabilitation-services-crs-standards-providers).

### Payment

#### Contracts issued under this Open Enrollment will be paid using the contracted requirements. Each Contractor’s rate will be calculated by averaging the Contractor’s cost-to-charges ratio for inpatient services with the Contractor’s cost-to-charges ratio for outpatient services based on data from the Healthcare Cost Report Information System of the Center for Medicare and Medicaid Services, unless otherwise specified. Once established, the contract rate will remain the same for the duration of the Contract, including any renewal or extension periods. For Contractors for which data from the Healthcare Cost Report Information System of the Center for Medicare and Medicaid Service is not available, the contract rate will start at 50% and be reviewed annually until data becomes available to use to calculate the contract rate.

#### HHSC is the payor of last resort; therefore, all comparable benefits must be exhausted prior to payment of services. HHSC will pay for services in accordance with Current Procedural Terminology (CPT) codes based on contract rate(s).

#### If the Contractor is providing services for a CRS consumer, then the Contractor must follow the CRS Standards for Providers, which are accessible at the following link: <https://hhs.texas.gov/laws-regulations/handbooks/comprehensive-rehabilitation-services-crs-standards-providers>

#### Hospital Services: Inpatient and outpatient rates will be based upon the final contracted rate.

#### Implantable Device: Payment for an implantable device, excluding eye-related implants, shall be the manufacturer’s invoice amount or the net cost to the hospital, whichever is less, plus 10 percent. Along with the hospital invoice requesting payment, submit either:

#### The manufacturer’s invoice; or

#### Other acceptable supporting documentation showing the net cost to hospital.

#### Robotic Surgery: HHSC will pay for the primary surgical procedure that the surgeon deems necessary but will not permit an additional payment allowance for a robotic surgical technique or use of a robotic surgical system.

#### Psychological Services: Psychological services are paid based upon the final contracted rate, unless otherwise specified on the service Authorization.

#### Medical Records: Contractor’s customary charges, not to exceed $30 per request.

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

#### If a comparable benefit is available to fund services;

#### Without a service authorization from HHSC;

#### Outside the date range authorized in the service authorization; or

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

### Due Date

#### Program and financial information must be submitted to HHSC by the 10th of the following month for each month of the contract period and must contain the established reporting information.

If there is a third-party benefit sought for any claim, Contractor must provide all applicable documentation and communications with the invoice by the 10th of the following month. If the claim is pending insurance, a monthly update of pending insurance must be provided to HHSC.

Failure to submit invoices on time may be considered a Contract compliance issue and be used in evaluating whether to renew or terminate the Contract.

* 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. **HHSC CONTRACT ADMINISTRATION**

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

After award of any Contract resulting from this OE, all communications related to the Contract will be sent to and 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**

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.

Provider 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.

Provider shall maintain the required insurance during the initial term and any renewal or extension period exercised. Provider shall be responsible for ensuring its subcontractors are in compliance with all applicable insurance and bond requirements.

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

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

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

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.

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

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

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

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

1. **CONFIDENTIAL OR PROPRIETARY INFORMATION**
   1. **Public Information Act**

**Applicant Requirements Regarding Disclosure**

Applications and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code [Chapter 552](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 subsection (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 may 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. **Exhibit B: Uniform Terms and Conditions, Vendor (PDF)**   **Exhibit B-1: Additional Provisions** |
| 1. **Exhibit C: Applicant Information and Disclosures**   Include the following, as applicable:   * Assumed Name Certificate * LLC Articles of Formation * Certificate of Incorporation * Copy of Partnership Agreement and Signatory Assignment |
| 1. **Exhibit D:** [**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts**](https://hhs.texas.gov/laws-regulations/forms/2000-2999/form-h2046-certification-regarding-debarment-suspension-ineligibility-and-voluntary-exclusion) |
| 1. **Exhibit E:** [**Direct Deposit Authorization**](https://hhs.texas.gov/laws-regulations/forms/miscellaneous/comptroller-form-74-176-direct-deposit-authorization)**, if applicable** |
| 1. **Exhibit F:** [**Application for Texas Identification Number**](https://hhs.texas.gov/laws-regulations/forms/miscellaneous/comptroller-form-ap-152-application-texas-identification-number)**, if applicable** |
| 1. **Form 1295:** Complete and submit signed certificate in accordance with Section 15 of this open enrollment.   https://www.ethics.state.tx.us/filinginfo/1295/ |
| 1. **Insurance:** Proof if Applicant currently has required insurance, Section 9 of this open enrollment. |
| 1. **Facility(s) License(s):** Current and valid licenses or letter of acceptance for each facility type issued by HHSC in accordance with Subsections 7.1 of this Open Enrollment. Proof of valid and current copy of the Certificate of Occupancy. |
| 1. **Accreditation(s):** In accordance with Subsection 7.2 of this open enrollment, as applicable |
| 1. **Professional Licenses** for:  * Director, or equivalent position * Staff who are licensed and/or certified for providing services, Subsection 7.2 of this open enrollment. |
| 1. **IRS Letter** Assigning Federal Tax ID Number |
| 1. **G-3 Worksheet** from the last two (2) Medicare cost reports submitted to the Centers for Medicare and Medicaid Services. |
| 1. **Provide a list of locations and services** provided at each location. Include the name of the facility, address, and service provided. |
| 1. **A certificate of occupancy** from the local municipality |
| 1. **Most Current Fire and Safety Inspection** |

* 1. **Application Submission Requirements**

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

The complete Application must be submitted to:

**Comprehensive Rehabilitation Services**

**Attn:** Jessica Hissam

**Email:** [CRS\_contracts@hhsc.state.tx.us](mailto:CRS_contracts@hhsc.state.tx.us)

**eFax:** 512-206-3981

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 may be submitted either by e-mail or eFax.

* 1. **Submission**

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements, including, but not limited to, the Appendix A, Checklist for Submission and ensuring timely e-mail or eFax receipt by HHSC.

The Application, including all documentation outlined in Appendix A, Checklist for Submission, must be sent in its entirety in one or more e-mails or eFaxes.

**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.**

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

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

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

* + 1. **E-Mail Submissions**

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

IMPORTANT NOTE: HHSC recommends a 10MB limit on each attachment. This may require Applicants to send multiple e-mails to HHSC at CRS\_Contracts@hhsc.state.tx.us to ensure all documentation contained in an Application is received.

* + 1. **Efax Submissions**

All eFax submissions should contain a cover page with each transmission with the OE number, title as indicated on the cover page and number of eFaxes, if more than one (e.g., eFax 1 of #, etc.). The Applicant is solely responsible for ensuring that Applicant’s complete Application is sent to, and actually RECEIVED by HHSC at the proper destination server before the submission deadline.

IMPORTANT NOTE: HHSC recommends a 10MB limit on each attachment. This may require Applicants to send multiple efaxes to HHSC at 512-206-3981 to ensure all documentation contained in an Application is received.

* 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 and qualifications and that 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, 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 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 individuals 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 HUB Subcontracting Plan 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. **disclosure of interested parties**

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

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

Information regarding the on-line process for completing Form 1295 is available on the Texas Ethics Commission’s website: <https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm>

For further information:

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

Title 1, Chapter 46, Disclosure of Interested Parties of the Texas Administrative Code which can be accessed at: <https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=2&ch=46&rl=Y>

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