

Cecile Erwin Young Executive Commissioner

Home and Community Based Services -Adult Mental Health Provider Agency

Procurement Number: HHS0010736

Ad	Addendum #5, January 25, 2024				
<u>Item</u>	<u>Purpose of</u> <u>Change</u>	<u>Previous</u>	<u>Revision</u>		
1.	Change Point of Contact	Section 4.1, Sole Point of Contact Currently States:	Section 4.1, Sole Point of Contact Revised to State:		
		All questions, requests for clarification, or other communication about this OE shall be made in writing to the HHSC sole point of contact listed below. This restriction does not preclude discussions between Applicant and agency personnel for the purposes of conducting business unrelated to this OE. Attempts to ask questions by phone or in person are prohibited.	All questions, requests for clarification, or other communication about this OE shall be made in writing to the HHSC sole point of contact listed below. This restriction does not preclude discussions between Applicant and agency personnel for the purposes of conducting business unrelated to this OE. Attempts to ask questions by phone or in person are prohibited. Behavioral Health Medicaid		
		Mental Health (MH) Contracts Email: MHContracts@hhsc.state.tx.us	Programs Contracts (BHMP) Unit Email: BHMPContracts@hhs.texas.gov		
		To be considered for contract award, applications must be submitted to this address. See Section 14 for submission requirements. Do not contact other HHS Agency personnel regarding this OE. Failure to comply with these requirements may result in disqualification of this or	To be considered for contract award, applications must be submitted to this address. See Section 14 for submission requirements. Do not contact other HHS Agency personnel regarding this OE. Failure to comply with these requirements may result in disqualification		

		other subsequent enrollment applications.	of this or other subsequent enrollment applications.
2.	Change Application Submission Email Address	Section 14, Application Submission Requirements Currently States: The Application must be submitted in accordance with this section and Section 13. The complete Application must be submitted to the email address listed below on or before the enrollment period close date listed in Section 1, Schedule of Events: Health and Human Services Commission, Mental Health (MH) Contracts Email: MHContracts@hhsc.state.tx.us 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.	this section and Section 13. The complete Application must be submitted to the email address listed below on or before the enrollment period close date listed in Section 1, Schedule of Events: Health and Human Services Commission, Behavioral Health Medicaid Programs (BHMP) Contracts Unit Email: BHMPContracts@hhs.texas.gov Each Applicant is solely responsible for ensuring its Application is submitted in

		The Application must be submitted by e-mail in a in searchable (i.e., no handwriting or scanned documents) portable document format (PDF). Modification of any document, attachment, or exhibit may, in HHSC's sole discretion, result in rejection of the Application.	The Application must be submitted by e-mail in a in searchable (i.e., no handwriting or scanned documents) portable document format (PDF). Modification of any document, attachment, or exhibit may, in HHSC's sole discretion, result in rejection of the Application.
3.	Update Contracting Unit Email Address References	Throughout document it Currently States: MHContracts@hhsc.state.tx.us	Throughout document is Revised to State: BHMPContracts@hhs.texas.gov
4.		Currently States: Jasper County removed from Burke Center's Service Area	Revised to State: Jasper County added to Spindletop MHMR Services d\b\a Spindletop Center's Service Area

Addendum #4, March 9, 2023

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<u>Item</u>	<u>Purpose of</u> <u>Change</u>	<u>Previous</u>	<u>Revision</u>
1.	Update Enrollment Period Closing Date on Page 3.	8/31/2023	8/31/2025

Addendum #3, August 17, 2022

<u>Item</u>	<u>Purpose of</u>	Previous	Revision
<u>Itelli</u>	<u>Change</u>	<u>i Tevious</u>	<u>ICEVISIOII</u>

1. Limit the applicability of a Government Entity's right to selfinsure, Section 10.1

SPECIFIC INSURANCE REQUIREMENTS

For the full term of and contract as a result of this OE, including the original term and all periods of renewal and all additional extensions, Applicant and its subcontractors, if any, shall obtain and maintain all insurance coverage as set forth below. Applicant is responsible for ensuring its subcontractors' compliance with all requirements. None of the limits specified in this Section should be construed to limit a governmental entity's right to self-insurance in accordance with Texas Government Code Chapter 2259.

Commercial General Liability

Occurrence Based:

Bodily Injury and Property Damage

Each occurrence Limit: \$1,000,000

Aggregate Limit: \$3,000,000

SPECIFIC INSURANCE REQUIREMENTS

For the full term of and contract as a result of this OE, including the original term and all periods of renewal and all additional extensions, Applicant and its subcontractors, if any, shall obtain and maintain all insurance coverage as set forth below. Applicant is responsible for ensuring its subcontractors' compliance with all requirements. **Nothing** None of the limits specified in this Section is intended should be construed to limit a governmental entity's (excluding its subcontractors) right to selfinsurance in accordance with Texas Government Code Chapter 2259.

Commercial General Liability

Occurrence Based:

Bodily Injury and Property Damage

Each occurrence Limit: \$1,000,000

Aggregate Limit: \$3,000,000

Medical Expense Each Person: Medical Expense Each Person:

\$5,000

Personal Injury and Advertising Liability:

\$1,000,000

Products / Completed

Operations Aggregate Limit:

\$2,000,000

Damage to Premises Rented

to HHSC or Affiliated Entity:

\$50,000

\$5,000

Personal Injury and Advertising

Liability: \$1,000,000

Products / Completed

Operations Aggregate Limit:

\$2,000,000

Damage to Premises Rented to

HHSC or Affiliated Entity:

\$50,000

Umbrella/Excess Liability:

Per Occurrence: \$1,000,000

Umbrella/Excess Liability:

Per Occurrence: \$1,000,000

Addendum #2, August 15, 2022

Addendum #2, August 15, 2022 Itom Purpose of Provious Povision			
<u>Item</u>	<u>Change</u>	<u>Previous</u>	<u>Revision</u>
1.	Acknowledge ment of a	SPECIFIC INSURANCE REQUIREMENTS	SPECIFIC INSURANCE REQUIREMENTS
	Government Entity's right to self- insure, Section 10.1	For the full term of and contract as a result of this OE, including the original term and all periods of renewal and all additional extensions, Applicant and its subcontractors, if any, shall obtain and maintain all insurance coverage as set forth below. Applicant is responsible for ensuring its subcontractors' compliance with all requirements.	For the full term of and contract as a result of this OE, including the original term and all periods of renewal and all additional extensions, Applicant and its subcontractors, if any, shall obtain and maintain all insurance coverage as set forth below. Applicant is responsible for ensuring its subcontractors' compliance with all requirements. None of
		Commercial General Liability	the limits specified in this Section should be construed to limit a governmental
		Occurrence Based:	entity's right to self-insurance
		Bodily Injury and Property Damage	in accordance with Texas Government Code Chapter 2259.
		Each occurrence Limit: \$1,000,000	Commercial General Liability
		Aggregate Limit: \$3,000,000	Occurrence Based:
		Medical Expense Each Person: \$5,000	Bodily Injury and Property Damage
		Personal Injury and Advertising Liability: \$1,000,000	Each occurrence Limit: \$1,000,000

Products / Completed Aggregate Limit: \$3,000,000 Operations Aggregate Limit: Medical Expense Each Person: \$2,000,000 \$5,000 Damage to Premises Rented Personal Injury and Advertising to HHSC or Affiliated Entity: Liability: \$1,000,000 \$50,000 Products / Completed Operations Aggregate Limit: **Umbrella/Excess Liability:** \$2,000,000 Per Occurrence: \$1,000,000 Damage to Premises Rented to HHSC or Affiliated Entity: \$50,000 Umbrella/Excess Liability:

Per Occurrence: \$1,000,000

Addendum #1, February 14, 2022

Ad	Addendum #1, February 14, 2022			
<u>Item</u>	<u>Purpose of</u> <u>Change</u>	<u>Previous</u>	<u>Revision</u>	
1.	Add a new quarterly reporting requirement within Specific Performance Standards, Section 8.5.1, requirement # 8	N/A	8. Under a contract resulting from this OE, Applicant shall submit, on a quarterly basis, an HCBS-AMH Quarterly Report using the template located a https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/home-community-based-services-adult-mental-health. The quarterly reporting periods align with the State fiscal year (i.e., September 1st through August 31st) and are as follows: a. Quarter 1: September 1st through November 30th, report due December 20th; b. Quarter 2: December 1st through February 28th, report due March 20th; c. Quarter 3: March 1st through May 31st, report due June 20th; d. Quarter 4: June 1st through August 31st, report due September 20th.	
2.	Exhibit H, Reorganizati on of Service Areas	Original version required Applicants to make all HCBS-AMH services available in every county within the selected service area(s).	Revised version allows Applicants to make all HCBS-AMH services available in a specific county(ies) within rural service areas, and continues to require Applicants to make all HCBS-AMH services available in every county within the selected service area(s).	