



TEXAS

Health and Human Services

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

OPEN ENROLLMENT (OE) for

Youth Empowerment Services (YES) Comprehensive Waiver Providers

OE No. HHS0011235

NIGP Class/Item No(s):

952/62

952/83

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SECTION 1. SCHEDULE OF EVENTS

Enrollment Period Opens (Posted to HHS OE Opportunities webpage)	09/12/2022
Enrollment Period Closes (Final date for RECEIPT of Applications)	08/31/2024
Anticipated Contract Start Date	Any Contract awarded to an Applicant will be effective on the signature date of the latter of the Parties to sign the agreement.

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Applications may be withdrawn from consideration or amended at any time prior to the "Enrollment Period Closes" date by emailing a request to the Point of Contact, outlined in [Section 4](#). The email 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.

SECTION 2. OVERVIEW

2.1 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 contracts for the provision of **all** Comprehensive Waiver Provider (CWP) services covered under the Medicaid 1915(c) waiver called the Youth Empowerment Services (YES) Waiver and outlined in [Section 8.4.2](#) below. The YES Waiver provides short-term, comprehensive home and

community-based mental health services to youth at risk of institutionalization or out-of-home placement due to their severe emotional disturbance (SED). Services are designed for youth, ages 3 through 18, who meet YES Waiver eligibility requirements.

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

2.2 LEGAL AUTHORITY

The YES Waiver Program is administered under Social Security Act § 1915(c). HHSC is authorized to enter into Contracts under this OE by Texas Health and Safety Code Chapter 12 as transferred to HHSC under Texas Government Code § 531.0201.

2.3 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.

SECTION 3. DEFINITIONS AND ACRONYMS

Unless the context clearly indicates otherwise, throughout this Open Enrollment, the definition given to a term below applies whenever the term appears in this Open Enrollment, in any Application submitted in response to this Open Enrollment, and in any Contract awarded 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 person or entity that submits an Application in response to this Open Enrollment.
Business Entity	Any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
Child and Adolescent Needs Assessment (CANS)	A multipurpose tool used to determine clinical eligibility, identify needs and strengths, support development of the Wraparound Plan, facilitate quality improvement initiatives, and monitor the outcome(s) of Waiver services.

TERM	DEFINITION
Child and Family Team (CFT)	The team identified by, and connected to, the family through natural, community, and formal support relationships. Members on this team develop and implement the family’s plan, address unmet needs, and work toward a collective team mission reflective of the family’s vision.
Centers for Medicare & Medicaid Services (CMS)	The federal agency within U.S. Department of Health and Human Services responsible for administering Medicare and overseeing state administration of Medicaid. States submit a Medicaid State Plan that serves as the contract between the state and CMS. CMS must approve the plan and any amendments to the plan. CMS also approves any waivers for which states can apply.
Clinical Management for Behavioral Health Services (CMBHS)	An electronic health record system created and maintained by the Health and Human Services Commission for the use of contracted Mental Health and Substance Abuse services.
Comprehensive Waiver Provider (CWP)	An agency, organization, or corporation contracted with the Health and Human Services Commission for the provision of YES Waiver services.
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).
Critical Incident	An incident which creates a significant risk of serious harm to the physical or mental health and/or the safety or well-being of a Participant, as well as the risk of self-harm or harm to others by a Participant.
Electronic Visit Verification	Electronic Visit Verification (EVV) is a computer-based tracking system that electronically verifies the occurrence of personal attendant service visits by documenting the precise time a service delivery begins and ends.

TERM	DEFINITION
Health Insurance Portability and Accountability Act (HIPAA)	The Health Insurance Portability and Accountability Act of 1996 (HIPAA) establishes standards for the privacy and security of health information as well as standards for protecting health information transmitted electronically. For more information, visit https://www.hhs.texas.gov/regulations/legal-information/hipaa-privacy-laws
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
Individual Plan of Care (IPC)	Documentation of YES Waiver services, non-YES Waiver services, and Medicaid State Plan services necessary to support a Waiver Participant. The number of units requested and total dollar amount for services requested are documented on the individual's IPC.
Intensive Case Management (ICM)	The Medicaid State Plan service that coordinates all services and supports a Participant receives.
Inquiry Line	A dedicated phone line with voicemail that every Local Mental Health Authority/Local Behavioral Health Authority (LMHA/LBHA) is required to maintain to receive calls from individuals interested in accessing services through the YES Waiver.
Inquiry List	A list used to establish the order of assessments of interested individuals for the YES Waiver program.
Legally Authorized Representative (LAR)	A person authorized by law to act on behalf of an individual or Participant including, but not limited to, a parent, legal guardian, managing conservator, or medical consenter.
Local Behavioral Health Authority (LBHA)	An entity designated by the executive commissioner of HHSC in accordance with Texas Health and Safety Code, § 533.035(a) as a local behavioral health authority in a local service area to provide mental health and chemical dependency services in that area. The LBHA is delegated responsibility for planning, policy development, coordination, resource allocation, and resource development for and oversight of mental health and chemical dependency services in that local service area.

TERM	DEFINITION
Local Mental Health Authority (LMHA)	An entity designated by the executive commissioner of HHSC in accordance with Texas Health and Safety Code, § 533.035(a) to which the executive commissioner delegates the executive commissioner's authority and responsibility within a specified region for planning, policy development, coordination, including coordination with criminal justice entities, and resource development and allocation and for supervising and ensuring the provision of mental health services to persons with mental illness in the most appropriate and available setting to meet individual needs in one or more local service areas.
Medicaid State Plan	The state plan is the officially recognized document describing the nature and scope of the State of Texas Medicaid program, and is posted at https://www.hhs.texas.gov/services/health/medicaid-chip/about-medicaid-chip/state-plan
Open Enrollment (OE)	This document, including all exhibits, attachments and addenda, as applicable, posted on the HHS Open Enrollment Opportunities webpage.
Participant	A youth age 3 through 18 currently enrolled in the Waiver and receiving Waiver services.
Serious Emotional Disturbance (SED)	A diagnosed mental health disorder that substantially disrupts a child's or youth's ability to function socially, academically, or emotionally.
Service Area	The geographical area that a Contractor will serve.
Service Authorization	The process by which YES Waiver services documented on an IPC are authorized by HHSC.
Statement of Work	The description of services and deliverables in this Open Enrollment that the Contractor (Provider) is required to provide under the Contract.
Subcontractor	A single person, organization, or agency that enters into an agreement with a Waiver Provider to provide one or more YES Waiver services.
Texas Department of Family and Protective Services (DFPS)	The Texas Department of Family and Protective Services (DFPS) is responsible for investigating charges of abuse, neglect or exploitation of children, elderly adults and adults with disabilities. DFPS also manages children in state conservatorship, or foster care.
Texas Medicaid and Healthcare Partnership (TMHP)	The Texas Medicaid and Healthcare Partnership (TMHP) administers Texas Medicaid and other state healthcare programs on behalf of HHSC.

TERM	DEFINITION
Waiver or YES Waiver	A Medicaid program that provides service to a limited number of eligible youth, in accordance with the provisions of the waiver approved under the federal Social Security Act § 1915(c).
Waiver Services	Medicaid home and community-based services provided under the YES Waiver.
Waiver Year	A 12-month duration beginning on April 1st and ending on March 31st of each year.
Wraparound	An ecologically based process and approach to care planning that builds on the collective action of a committed group of family, friends, community, professional, and cross-system supports mobilizing resources and talents from a variety of sources resulting in the creation of a plan of care that is the best fit between the family vision and story, team mission, strengths, needs, and strategies.
Youth	An individual who is under the age of 19 and is at least 3 years of age.

SECTION 4. GENERAL INFORMATION

4.1 SOLE POINT OF CONTACT

All questions, requests for clarification, or other communication about this OE shall be made in writing only to the HHSC sole point of contact listed below and must follow the formatting instructions outlined in [Section 4.5](#) below.

Attempts to ask questions by phone or in person will not be allowed or recognized as valid.

Mental Health (MH) Contracts

Email: MHContracts@hhsc.state.tx.us

To be considered for Contract award, applications must only 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.

4.2 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.

4.2.1 ADVERTISEMENT OF CHANGES, MODIFICATIONS OR CANCELLATION

If HHSC determines that the OE needs to be changed or modified, either an Addendum will be posted on the 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.

4.3 OFFER PERIOD

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

4.4 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.

4.5 OE QUESTIONS OR CLARIFICATIONS

4.5.1 QUESTIONS AND REQUESTS FOR CLARIFICATION

Written questions and requests for clarification regarding this OE are permitted if submitted by email to the Sole Point of Contact, [Section 4.1](#).

Responses to questions and requests for clarification will not be posted. However, if HHSC determines, based on a question, request for clarification, or any other factor (including, but not limited to notices of ambiguity, conflict, or discrepancy as referenced in [Section 4.5.3](#), below), that the OE needs to be amended or clarified, either an addendum will be posted on the 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.

4.5.2 QUESTION AND CLARIFICATION FORMAT

1. Questions and requests for clarification must include the following information:
 - a. Email Subject: *YES Waiver – HHS0011235 – Entity Name*
 - b. The question or request for clarification, providing the following information:
 - i. OE language, topic, section heading
 - ii. Section, paragraph and page number(s) or exhibit/attachment
2. The requestor must provide the following contact information:
 - a. Company name
 - b. Company representative name
 - c. Phone number
 - d. Email address
3. If Applicant sends multiple questions or requests for clarification, Applicant must use the original email thread.

4.5.3 AMBIGUITY, CONFLICT, DISCREPANCY

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

Each Applicant submits its Application at its own risk.

If an Applicant fails to properly and timely notify the Sole Point of Contact, [Section 4.1](#), of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the OE, the Applicant, whether awarded a Contractor 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.

SECTION 5. 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](#) and [Title 34, Part 1, Chapter 20, Subchapter D, Division 1 of the Texas Administrative Code](#).

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.**

SECTION 6. CONTRACT TERM

6.1 TERM OF CONTRACT

HHSC may award one or more Contracts under this OE.

Any Contract resulting from this OE will be effective on the signature date of the latter of the Parties to sign the agreement. HHSC may renew Contracts without re-enrollment provided that no Contract issued under this OE renews beyond five years after the Contract effective date.

6.2 EXTENSION OPTION

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

SECTION 7. MINIMUM QUALIFICATIONS

To be eligible to apply for a Contract and receive an award, an Applicant 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.

7.1. REQUIRED EXPERIENCE

- a. To be considered for Contract award under this OE, an Applicant shall have a minimum of two years' relevant experience performing services required under this OE or similar services.
- b. All personnel assigned to perform the services must be fully trained and meet specific service delivery requirements outlined in the YES Policy Manual, which is incorporated by reference and posted at: <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>.

7.2. LICENSURE AND ACCREDITATION

Applicant is responsible for ensuring all Applicant staff and subcontractors, if any, assigned to provide services that require licensure under a Contract resulting from this OE, hold a current, valid, and applicable Texas license and/or certification in good standing. Examples include, but are not limited to:

- a. a licensed clinical social worker;
- b. a psychologist;
- c. an advanced practice registered nurse recognized by the Texas Board of Nursing as a clinical nurse specialist in psychiatry/mental health or nurse practitioner in psychiatry/mental health; or
- d. a licensed marriage and family therapist.

Applicant must provide a copy of each license and/or certification valid at the time of Application. Additionally, HHSC will request copies of each license and/or certification before issuing a Contract under this OE, or before authorizing services under a Contract resulting from this OE.

7.3 Additional Minimum Qualifications for Contractor and Contractor Personnel

- a. Applicants must have a physical address in Texas at the time of Application submission. Applicant's physical address cannot be Applicant's primary residence and must be zoned or otherwise approved to conduct business and be compliant with property agreements. HHSC does not require Applicant to use rented commercial office space for its physical address. Instead, Applicant may use a private or semi-private, reliable, and regularly available room or rooms, reasonably thought to protect individual Participants' confidentiality.
- b. Applicants must be established as an appropriate legal entity under Texas statutes and must have authority to do business in Texas. For more information on Texas' business registration requirements, please reference the Texas Secretary of State website:
https://www.sos.texas.gov/corp/foreign_outofstate.shtml.

8. STATEMENT OF WORK

8.1 PROJECT OVERVIEW

The YES Waiver is a 1915(c) Medicaid program that helps children and youth with serious mental, emotional and behavioral difficulties. The YES Waiver provides intensive services within a strengths-based team planning process called Wraparound. Wraparound builds on family and community support and utilizes YES Waiver services to help build on the family's natural support network and connection within the community. YES Waiver services are family-centered, coordinated and effective at preventing out-of-home placement and promoting lifelong independence and self-defined success.

The objective of the YES Waiver is to provide community-based services, in lieu of institutionalization, to eligible youth in accordance with the approved Waiver and program capacity.

The goals of the YES Waiver are to:

- Reduce out-of-home placements by all youth-serving agencies.
- Reduce inpatient psychiatric treatment by all youth-serving agencies.
- Provide a more complete continuum of community-based services and supports.
- Ensure families have access to non-traditional support services identified in a family-centered planning process.
- Prevent entry and recidivism into the foster care system and relinquishment of parental custody.
- Improve the clinical and functional outcomes of youth.

8.2 HHSC RESPONSIBILITIES

- a. HHSC will provide support for its database or data system, including at a minimum the following assistance:
 - i. Problem tracking and problem resolution;
 - ii. Provision of telephone numbers for Contractors to access expert assistance with resolving problems related to the HHSC-provided database or data system; and
 - iii. Initial training in the HHSC-provided database or data system, as well as subsequent ongoing end-user training.
- b. In its sole discretion, HHSC may limit or deny access to its database or data system at any time. If HHSC limits or denies access to the database or data system, HHSC must approve alternative data submission arrangements.
- c. In its sole discretion, HHSC may instruct a Contractor to remove any employee or subcontractor from association with work authorized in a Contract resulting from this OE if the work of that employee or subcontractor does not comply with the Contract terms or if the conduct of that employee or subcontractor becomes detrimental to the work.
- d. HHSC will comply with all HHSC responsibilities or provisions included in the YES Policy Manual, available at <https://www.hhs.texas.gov/providers/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>.
- e. HHSC will compensate Applicants receiving contracts under this OE using a fee-for-service payment method, based on established rates, by service type, posted at <https://pfd.hhs.texas.gov/long-term-services-supports/youth-empowerment-services-waiver-program-yes>.

8.3 CONTRACTOR (PROVIDER) RESPONSIBILITIES

- a. Prior to receiving referrals for the provision of YES Waiver services, Applicant must be enrolled in Medicaid as a YES Waiver provider, and also defined herein as a Comprehensive Waiver Provider (CWP); and
- b. Applicant's staff members, including the executive director or chief executive officer, must not serve as voting members on Applicant's governing board. By signing the Exhibit A – Solicitation Affirmations, Applicant attests that no staff member, including the executive director or chief executive officer, serve as voting members on Applicant's governing board.

8.4 STATEMENT OF SERVICES TO BE PROVIDED

8.4.1 ADMINISTRATIVE REQUIREMENTS

1. Prior to submission of an Application under this OE, Applicant shall have established written organizational policies and procedures that align with the minimum requirements/standards included in the YES Waiver Policy Manual, which is incorporated by reference and posted at: <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>. Applicant's agency-specific policies and procedures shall include a table of contents and sequential page numbering. Policy and procedure topics must include, but are not limited to:
 - a. Participant records (e.g., intake, assessment, service notes), including:
 - i. Confidentiality and record retention; and
 - ii. Documenting service provision/coordination of care.
 - b. Participant rights, responsibilities, and grievances.
 - c. Use of restraints and seclusions as required under Title 25, Texas Administrative Code (TAC), Part 1, Chapter 415, Subchapter F (Interventions in Mental Health Programs), § 451.254.
 - d. Personnel and Participant safety, including behavior management, restraint, suicide precaution/prevention, and Title 25, TAC Chapter 415, subchapter F (Interventions in Mental Health Programs), §§ 415.259 - 415.273.
 - e. Staffing, including paid staff, volunteers, and interns, and subcontractor personnel record keeping, including:
 - i. Verifying and documenting credentials;
 - ii. Conducting and documenting background checks and registry clearances described in [Section 8.9](#) of this OE;
 - iii. Providing and documenting required agency and YES Waiver training;
 - iv. Supervising, evaluating, and documenting staff and subcontractor performance; and
 - v. Recruitment and retention strategies supporting continuity of care.
 - f. Medicaid fair hearings.
 - g. National Culturally and Linguistically Appropriate Services Standards in Health and Health Care.
 - h. HHSC notification procedures, including the following:
 - i. Critical incident reporting; and
 - ii. Abuse, neglect, and exploitation reporting.
 - i. Medication safety, including, but not limited to:

- i. Processes to ensure all personnel who have access or handle medications have appropriate qualifications;
 - ii. Compliance with Title 22, TAC, Part 11, Chapter 225 (RN Delegation to Unlicensed Personnel and Tasks Not Requiring Delegation in Independent Living Environments for Clients with Stable and Predictable Conditions) when delegating nursing tasks to unlicensed caregivers; and
 - iii. Processes that ensure self-administration of medications follow Title 22, TAC, Part 11, Chapter 225 (RN Delegation to Unlicensed Personnel and Tasks Not Requiring Delegation in Independent Living Environments for Clients with Stable and Predictable Conditions).
 - j. Individual Plan of Care in Clinical Management for Behavioral Health Services and billing;
 - k. Wraparound/Child and Family Team Meetings
 - l. Quality management, including oversight and improvement activities that identify responsible staff/positions, how oversight and improvement will occur, and how Applicant will document oversight/improvement activities.
2. Under a Contract resulting from this OE, Applicant shall have the ability to use a database or data system identified and provided by HHSC by adhering to the following requirements. Applicant shall:
- a. Have appropriate Internet access and an adequate number of computers of sufficient capability to use the HHSC-provided database or data system to report data to HHSC;
 - b. Monitor its network and include troubleshooting or assistance with wide area networks, local area networks, router switches, network hubs or other equipment and internet service provider;
 - c. Maintain responsibility for local end-user procedures and is responsible for data back-up, restore, and contingency planning functions for all local data;
 - d. Maintain internal controls, security, and oversight for the approval and electronic transfer of information regarding payments and reporting requirements;
 - e. Notify System Agency immediately if a security violation is detected, or if there is reason to suspect that the security or integrity of the database or data system has been or may be compromised in any way;
 - f. Develop and maintain internal controls, security, and oversight for the approval and electronic transfer of confidential data into a database or data system;
 - g. Submit data that is true, accurate, and complete at the time of submission;
 - h. Designate a security administrator and a back-up security administrator. The security administrator is required to implement and

- maintain a system for management of user accounts/user roles to ensure that all user accounts are current; and
- i. Complete a security administrator attestation and authorized users list, confirming Contractor has reviewed the names of agency employees who have access to database systems that may be used in conducting business with System Agency, and Grantee has removed access to users who are no longer authorized to access secure data.
3. Under a Contract resulting from this OE, Applicant shall submit deliverables within the timeframes, and in the formats required by HHSC. Additionally, Applicant shall respond to HHSC's ad hoc requests within five business days of the request.
 4. Under a Contract resulting from this OE, Applicant shall assign one or more staff the responsibility for tracking HHSC policy updates using HHSC's identified platform and disseminating these updates within Applicant's organization.
 5. Prior to submission of an Application under this OE, Applicant must establish an email domain that is exclusively associated with the Applicant's organization and have capacity to assign employees and subcontractors a unique email address for use. Applicant's email domain shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which includes end-to-end encryption.
 6. Prior to submission of an Application under this OE, Applicant shall complete the following activities for all employees and subcontractors:
 - a. Credentialing including verification of licensure/certification, qualifications, and training requirements; and
 - b. Background checks and registry clearances as described in [Section 8.9](#) of this OE.

8.4.2 SERVICE REQUIREMENTS

1. Under a Contract resulting from this OE, Applicant must comply with all requirements included in the YES Waiver Policy Manual, YES Waiver User Guide, and the Centers for Medicare and Medicaid-approved YES Waiver application, which are incorporated by reference and posted at: <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>.
2. Under a Contract resulting from this OE, Applicant shall provide services in accordance with applicable federal or state laws and rules, which include, but are not limited to:
 - a. Title 42, Code of Federal Regulations, Parts 440, 441, 455 and 456;
 - b. Title 45, C.F.R, Parts 46, 80, 84, 90, and 91;
 - c. Title 25, Texas Administrative Code (TAC), Chapter 414 (Rights and Protections of Persons Receiving Mental Health Services) *et seq*; and
 - d. Title 26 TAC, Chapter 306, Subchapter A (Youth Empowerment Services (YES)).
3. Before Application submission, all Applicant personnel and subcontractors who will deliver services under a Contract resulting from this OE must

complete "YES 101" and "Wraparound Overview" trainings located at: <https://yeswaivertraining.uthscsa.edu/>, which is incorporated by reference. Applicant must include certificates of completion in its Application.

4. Under a Contract resulting from this OE, Applicant must offer and make accessible to each YES Waiver Participant the following YES Waiver services:
 - a. Adaptive aids and supports;
 - b. Community living supports;
 - c. Employment assistance;
 - d. Family supports;
 - e. Minor home modifications;
 - f. Non-medical transportation;
 - g. Paraprofessional services;
 - h. Respite (in-home and out-of-home);
 - i. Specialized Therapies:
 - i. Animal-assisted therapy;
 - ii. Art therapy;
 - iii. Music therapy;
 - iv. Nutritional counseling; and
 - v. Recreational therapy.
 - j. Supported employment;
 - k. Supportive family-based alternatives; and
 - l. Transitional services.
5. Under a Contract resulting from this OE, Applicant must provide services in local service areas as defined in Exhibit F – Applicant Information Form.
6. Under a Contract resulting from this OE, Applicant shall provide services authorized within IPCs no later than 10 business days after HHSC's authorization.
7. Under a Contract resulting from this OE, Applicant shall maintain appropriate documentation of all YES Waiver services in a format prescribed by HHSC.

8.5 PERFORMANCE CRITERIA

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

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

8.5.1 SPECIFIC PERFORMANCE STANDARDS

Applicant shall comply with all obligations and duties under a Contract resulting from this OE, which includes the following performance standards:

1. Under a Contract resulting from this OE, Applicant must achieve the following performance standards:
 - a. Client Choice of Provider (Threshold=100%)
 - i. Numerator: The total number of YES Waiver Participants who received a service from Applicant.
 - ii. Denominator: The total number of YES Waiver Participants who chose Applicant as a YES Waiver service provider, as identified on Individual Plans of Care (IPCs) and Wraparound Plans.
 - b. Timely Access to Services (Threshold=90%)
 - i. Numerator: The number of YES Waiver services delivered within a desk or site review period that meet requirements.
 - ii. Denominator: The total number of progress notes reviewed during desk or site reviews.
 - c. Service and Plan of Care Limits (Threshold=100%)
 - i. Numerator: The number of YES Waiver Participants whose paid claims exceed the limitations outlined in the YES Policy Manual and/or in the CMS YES Waiver Application.
 - ii. Denominator: The total number of YES Waiver Participants reviewed during a desk or onsite review.
 - d. Reporting Critical Incidents (Threshold=100%)
 - i. Numerator: The number of critical incidents reported as outlined in the YES Policy Manual.
 - ii. Denominator: The total number of critical incidents that occurred.
 - e. Progress Note and Claim Documentation (Threshold=100%)
 - i. Numerator: The number of progress notes and claims created within a desk or site review period that meet requirements.
 - ii. Denominator: The total number of progress notes and claims reviewed during a desk or onsite review.
 - f. Credentialing Training (Threshold=100%)
 - i. Numerator: The number of employee and subcontractor personnel training files within a desk or site review period that meet requirements.
 - ii. Denominator: The total number of employee and subcontractor personnel training files reviewed during a desk or onsite review.
 - g. Access to Services (Threshold=100%)
 - i. Numerator: The number of Individual Plans of Care (IPCs) reviewed within a desk or site review period where the services were delivered according to duration and frequency outlined in the wraparound plan.

- ii. Denominator: The total number of Individual Plans of Care (IPCs) reviewed during a desk or onsite review.
- h. Access to Services (Threshold=90%)
 - i. Numerator: The number of YES Waiver services accessible.
 - ii. Denominator: The total number of YES Waiver services in the YES Waiver service array.

8.6 CONTRACTOR PERSONNEL PERFORMANCE

- a. Contractor shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them.
- b. The Contractor shall at all times employ sufficient personnel to carry out functions and services in the manner and time prescribed by the Contract.
- c. The Contractor shall be responsible for the acts and omissions of the Contractor's employees, agents (including, but not limited to, lobbyists) and subcontractors and shall enforce strict discipline among the Contractor's employees, agents (including, but not limited to, lobbyists) and subcontractors performing the services under the Contract.
- d. 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 request for removal, confirmation of the removal and assurance of continued, compliant Contract performance.

8.7 NOTICE OF CRIMINAL ACTIVITY

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

- a. have not engaged in any activity that does or could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; and
- b. have not been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program, or sex crime.

Prior to Contract award, if any, Applicants must notify the HHSC Sole Point of Contact within five calendar days of the date Applicant learns of actions set forth in subsections (a) and (b) above.

Additionally, this is a continuing disclosure requirement, during the term of the Contract resulting from this OE, to immediately report, in writing, to the HHSC contract

manager when Applicant learns of or has any reason to believe it or any person with ownership or controlling interest in Applicant, or any of Applicant's agents, employees, subcontractors or volunteers has engaged in actions set forth in subsections (a) and (b) above.

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

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

Key personnel (i.e., owners, and employees, subcontractors or volunteers having direct contact with clients) with misdemeanor offenses must receive prior approval by the HHS Agency before being allowed to work under a Contract resulting from this OE.

HHSC, at its sole discretion, may terminate any Contract if Contractor, its agents, employees, subcontractors, or volunteers are arrested, indicted, or convicted of any criminal activity.

8.8 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 calendar 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 calendar days of the date Contractor learns of such financial circumstances after Contract award.

8.9 BACKGROUND CHECKS FOR PERSONNEL

Applicant will conduct or obtain a fingerprint-based criminal background check, List of Excluded Individuals/Entities check, as well as perform Nurse Aid Registry, and Employee Misconduct Registry clearances, on all personnel (e.g., permanent and temporary personnel and subcontractor personnel) assigned as key personnel to perform services under a Contract resulting from this OE. Applicant responsible for all background check and registry clearance expenses, and must complete them based on the schedule outlined below:

- a. Fingerprint-based criminal background check before providing required services, and annually thereafter;
- b. Nurse Aide Registry clearance before providing required services, and annually thereafter; and
- c. Employee Misconduct Registry clearance providing required services, and annually thereafter.

Supporting documentation for the background checks and registry clearances is subject to review upon request by HHSC. Failure to produce the requested documentation, as with any violation of a Contract resulting from this OE, may constitute grounds for termination of the Contract for cause.

8.10 REPORTING CRITERIA

1. Under a Contract resulting from this OE, Applicant shall submit deliverables or other information required by HHSC electronically to mhcontracts@hhsc.state.tx.us and yeswaiver@hhs.texas.gov, with a copy to Applicant's assigned contract manager.
2. Under a Contract resulting from this OE, Applicant must submit, on a quarterly basis, a Provider Network Development Report, incorporate by reference and posted at <https://www.hhs.texas.gov/providers/behavioral-health-services-providers/youth-empowerment-services-waiver-providers/yes-waiver-resources>. 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 15th;
 - b. Quarter 2: December 1st through February 28th, report due March 15th;
 - c. Quarter 3: March 1st through May 31st, report due June 15th; and
 - d. Quarter 4: June 1st through August 31st, report due September 15th.

8.11 INVOICE REQUIREMENTS AND PAYMENT

8.11.1 INVOICE REQUIREMENTS

Under a Contract resulting from this OE, Applicant shall use a database or data system identified and provided by HHSC to enter YES Waiver service notes, which will generate claims based on established rates, by service type, posted at <https://pfd.hhs.texas.gov/long-term-services-supports/youth-empowerment-services-waiver-program-yes>. Submission of service notes/claims must comply with applicable provisions found within the YES Policy Manual, and YES Waiver User Guide, both of which are incorporated by reference and posted at: <https://www.hhs.texas.gov/providers/behavioral-health-services-providers/youth-empowerment-services-waiver-providers>.

8.11.2 PAYMENT

Applicants receiving contracts under this OE are paid using a fee-for-service payment method, based on established rates, by service type, posted at <https://pfd.hhs.texas.gov/long-term-services-supports/youth-empowerment-services-waiver-program-yes>.

Applicants receiving contracts under this OE shall accept established rates as payment in full and shall make no additional charge to the YES Waiver Participant, any member of the YES Waiver Participant's family or any other source, including a third-party payor, except as allowed by federal and state laws, rules, regulations and the Medicaid State Plan.

Applicants receiving contracts under this OE that choose to subcontract for YES Waiver services required under this OE must include a prompt payment provision that stipulates the terms agreed to by both Applicant and subcontractor.

Applicants receiving contracts under this OE shall monitor and work to resolve claims that are rejected, denied or otherwise not processed. Applicant must conduct claims adjudication and monitoring conducted timely to ensure resubmission and processing of claims within the required 95-day claims submission window.

8.12 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 E – Data Use Agreement. The Applicant must complete, sign, and return with its Application Exhibit E – Data Use Agreement, Attachment 2, (Texas HHS System - Data Use Agreement – Attachment 2, Security and Privacy Initial Inquiry (SPI)).

8.13 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.

8.14 STANDARDS OF CONDUCT FOR VENDORS

Pursuant to Title 1, Texas Administrative Code (TAC), Part 15, §391.405(a), contractors, respondents, and vendors interested in working with HHS are required to implement standards of conduct to apply to all matters involving, or related to, those solicitations and contracts between themselves and HHS. These standards must adhere to ethics requirements adopted in rule, in addition to any ethics policy, or code of ethics approved by the HHSC Executive Commissioner and must be at least as restrictive as those applicable to HHS personnel in the applicable ethics law and policy provisions.

The standards of conduct must include the ten standards of ethical conduct set forth in Section I of the HHS Ethics Policy and requirements to comply with ethical standards set forth in federal and state law (including, but not limited to, Title 1 TAC, Part 15, Chapter 391, Subchapter D (Standards of Conduct for Vendors)).

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

Standards of conduct of any contractor, respondent or vendor may be reviewed and/or audited by the State Auditor and HHSC. Additionally, pursuant to Title 1, TAC, Part 15, §391.405(a), HHS may examine a respondent's standards of conduct in the evaluation of a bid, offer, proposal, quote, or other applicable expression of interest in a proposed purchase of goods or services.

Any vendor or contractor that violates a provision of Title 1, TAC, Part 15, Chapter 391, Subchapter D may be barred from receiving future contracts or have an existing Contract canceled. Additionally, HHSC may report the vendor's actions to the Comptroller of Public Accounts for statewide debarment, or law enforcement.

9. HHSC CONTRACT ADMINISTRATION

HHSC will designate a contract manager and provide contact information within the Contract resulting from this OE.

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.

10. INSURANCE REQUIREMENTS

10.1 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.

Applicant 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 resulting from this OE.

HHSC may designate a deadline for submission of proof of required insurance or bonds. Failure to timely submit acceptable proof may result in HHSC's award revocation or Contract termination.

Applicants receiving contracts under this OE shall maintain the required insurance during the initial term and any renewal or extension period exercised and shall also be responsible for ensuring its subcontractors are in compliance with all applicable insurance and bond requirements.

SPECIFIC INSURANCE REQUIREMENTS

For the full term of the Contract resulting from this OE, including the original Contract 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. Contractor 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

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

Umbrella/Excess Liability:

Per Occurrence: \$1,000,000

All required insurance contracts must:

- (1) be written on a primary and non-contributory basis with any other insurance coverages the Contractor currently has in place; and
- (2) 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.

11. CONFIDENTIAL OR PROPRIETARY INFORMATION

11.1 PUBLIC INFORMATION ACT

Applicant Requirements Regarding Disclosure

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

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

a. Mark Original Application:

- (1) Mark the original Application, on the top of the front page, the words "CONTAINS CONFIDENTIAL INFORMATION" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger); and

- (2) Identify, adjacent to each portion of the Application that Applicant claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the original Application);
- b. **Certify in Original Application - HHS Solicitation Affirmations (attached as Exhibit A to this OE):** certify, in the designated section of the HHS Solicitation Affirmations, Applicant's confidential information assertion and the filing of its Public Information Act Copy; and
 - c. **Submit Public Information Act Copy of Application:** submit a separate "Public Information Act Copy" of the original Application (in addition to the original and all copies otherwise required under the provisions of this OE). The Public Information Act Copy must meet the following requirements:
 - (1) The copy must be clearly marked as "Public Information Act Copy" on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);
 - (2) Each portion Applicant claims is exempt from public disclosure must be redacted; and
 - (3) Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in subsection (c) of this section must be identical to those set forth in the original Application as required in section a.(2), above. The only difference in required markings and information between the original Application and the "Public Information Act Copy" of the Application will be redactions - which can only be included in the "Public Information Act Copy." There must be no redactions in the original Application.

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

If Applicants submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, HHSC, in its sole discretion, reserves the right to (1) disqualify all Applicants that fail to fully comply with the requirements set forth in this section, or (2) to offer all Applicants that fail to fully comply with the requirements set forth in this section additional time to comply.

Applicant should not submit a Public Information Act Copy indicating that the entire Application is exempt from disclosure. Merely making a blanket claim that the entire Application is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire Application subject to release under the PIA.

Applications should not be marked or asserted as copyrighted material. If Applicant asserts a copyright to any portion of its Application, by submitting an Application, Applicant agrees to reproduction and posting on public websites by the State of Texas, including HHSC and all other state agencies, without cost or liability.

HHSC will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this OE process, Applicant acknowledges that all information, documentation, and other materials submitted in the Application in response to this OE may be subject to public disclosure under the PIA. HHSC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Applicants are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. HHSC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Applicants.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, refer to the *Public Information Act Handbook* published by the Office of the Texas Attorney General, or contact the attorney general's Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). The *Public Information Act Handbook* may be accessed at:

<https://www.texasattorneygeneral.gov/open-government/members-public>

11.2 APPLICANT WAIVER – INTELLECTUAL PROPERTY

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

12. BINDING OFFER

All Applications should be responsive to the OE as issued or amended through written and posted Addenda, not with any assumption that HHSC will negotiate any or all terms, conditions, or provisions of the OE. Furthermore, all Applications constitute binding offers.

Any Application that includes any type of disclaimer or other statement indicating that the Application submitted in response to this OE does not constitute a binding offer may be disqualified.

13. REQUIRED APPLICATION DOCUMENTS

<p>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.</p> <p>Applicants must follow all Application organization and submission instructions in Sections 13 and 14 Failure to follow these instructions may, at HHSC’s sole discretion, result in rejection of the Application.</p> <p>Complete, sign and submit, where appropriate, attachments/exhibits using the following labeling structure: <i>Attachment 1- Licensure or Accreditation</i> or <i>Exhibit A-Affirmations and Solicitation Acceptance.</i></p>
<p>1. Appendix A – Checklist for Submission</p>
<p>2. Exhibit A – HHS Solicitation Affirmations Must be completed and signed. Important Note: Applications received without the signed Exhibit A will be disqualified.</p>
<p>3. OE Addenda, if applicable</p>
<p>4. Exhibit C – Assurances Non-Construction Programs Completed and signed</p>
<p>5. Exhibit D – Certification Regarding Lobbying Completed and signed</p>
<p>6. Exhibit E - DUA, – Attachment 2 (Security and Privacy Initial Inquiry) Completed and signed</p>
<p>7. Exhibit F – Applicant Information Form Completed and signed</p> <ul style="list-style-type: none"> a. Applicant Key Personnel Contact Information b. Applicant Experience c. Court or Governmental Agency Proceedings, Investigations, or Other Actions d. Former Employees of a Texas State Agency e. Notice of Criminal Activity f. Notice of Insolvency or Indebtedness g. Service Plan h. Subcontractor and Service Location Information i. Service Areas j. Organizational Assessment for Suicide Safer Care/Zero Suicide, National Action Alliance for Suicide Prevention, Texas Version
<p>8. Attachment 1: Licensure or Accreditation – Reference Section 7.2: Provide current copies of all required Licensure and Accreditation for the Applicant and Applicant’s personnel as applicable.</p>
<p>9. Attachment 2: Additional Minimum Qualifications - Reference Section 7.3: 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.</p>

<p>10. Attachment 3: Organizational Chart and Key Personnel Attach to Application</p> <p>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. The organizational chart must align with the Applicant Contact Information included in Exhibit F – Applicant Information Form. 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.</p>
<p>11. Attachment 4: Insurance – Reference Section 10. Attach to Application</p> <p>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.</p> <p>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.</p>
<p>12. Attachment 5: Policy and Procedure Manual – Reference Section 8.4.1: Attach to Application</p>
<p>13. Attachment 6: Training Certificates Attach to Application certificates of completion for “YES 101” and “Wraparound Overview” trainings located at: https://yeswaivertraining.uthscsa.edu/</p>
<p>14. Attachment 7: Organizational Brochure Attach to Application</p>
<p>15. Attachment 8: Public Information Act Copy of Application, if applicable – Reference Section 11.1(c) Attach to Application</p>

14. APPLICATION SUBMISSION REQUIREMENTS

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 Contract Management Unit

Email: mhcontracts@hsc.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. Applications must be organized and titled as outlined in [Section 13](#), and Appendix A – Checklist for Submission.

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

The Application must be submitted by email in a in searchable (i.e., no handwritten 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.

14.1 EMAIL SUBMISSION

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements, including, but not limited to, the [Section 13](#), Required Application Documents and ensuring timely email receipt by HHSC.

The Application, including all documentation outlined in [Section 13](#), must be sent in its entirety in one or more emails.

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 email subject line should contain the OE number, title as indicated on the cover page and number of emails if more than one (e.g., *YES Waiver – HHS0011235 – Entity Name – Email 1 of #*, etc.). The Applicant is solely responsible for ensuring that Applicant’s complete electronic Application is sent to, and actually RECEIVED by HHSC at the proper destination server before the submission deadline.

The Application documentation must not be encrypted so as to prevent HHSC from opening the documents.

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

All documents should be submitted using a searchable Adobe® portable document format (pdf) files. HHSC is not responsible for documents that cannot be read or converted. Unreadable applications may be rejected, in HHSC's sole discretion.

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 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 emailed 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.

14.2 RECEIPT OF APPLICATION

All Applications become the property of HHSC upon receipt and will not be returned to Applicants.

HHSC will NOT be held responsible for any Application that is mishandled by the Applicant, any Applicant's delivery or mail service or for Applications sent by email 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.

15. SCREENING OF APPLICATIONS

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

15.1 INITIAL SCREENING OF APPLICATIONS

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

In addition to the initial screening, HHSC reserves the right to:

- a. Ask questions or request clarification from any Applicant at any time during the OE and screening process, and
- b. Conduct studies, investigations, or on-site and desk reviews as necessary to evaluate any Applicant and 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 email address in [Section 4.1](#) by the deadline set by HHSC. Failure to respond before the deadline will result in HHSC 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, HHS Solicitation Affirmations, which must be signed and submitted with the Application).

15.2 VERIFICATION OF PAST VENDOR PERFORMANCE

HHSC reserves the right to conduct studies, investigations, or on-site and desk reviews as necessary to evaluate any Applicant and 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.

HHSC may reject Applications based unsatisfactory past performance under any contract as reflected in vendor performance reports, reference checks, or other sources. Applicant's past performance may be considered in the initial screening process and prior to making an award determination.

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

- a. Applicant has an unfavorable report or grade on the CPA Vendor Performance Tracking System (VPTS). VPTS may be accessed at: <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>;
- b. Applicant is currently under a corrective action plan through HHSC, or has been under repeated corrective action plans through HHSC;
- c. Applicant has had repeated, negative vendor performance reports for the same reason;
- d. Applicant has a record of repeated non-responsiveness to vendor performance issues;
- e. Applicant has contracts or purchase orders that have been canceled in the previous 12 months for non-performance or sub-standard performance;
- f. Applicant has failed, after three attempts, to submit a satisfactory Application (i.e., Applicant and its Application passes all screening and evaluation components and is determined by HHSC sufficient to consider for award);
- g. Applicant submits an Application under this OE within one year (i.e., 365 calendar days) of a rejected application under this OE;
- h. An Applicant employee, officer, or agent attempts to influence the outcome of HHSC's review through contact with any HHSC staff member outside of the Point of Contact listed in [Section 4.1](#); or
- i. Applicant submits an Application that plagiarizes completely, or in part, work from another organization.

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 removing the Applicant from further consideration for award.

If HHSC rejects an Application, HHSC, at its sole discretion, may determine:

- a. Applicant is ineligible for reapplication; or
- b. Applicant may reapply under this OE after waiting one year (i.e., 365 calendar days) from the date of HHSC's rejection letter.

16. AWARD PROCESS

16.1 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 more than one Contract as a result of this OE.

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

16.2 COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS

16.2.1 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.

A. State of Texas Debarment

Must not be debarred from doing business with the State of Texas through the Comptroller of Public Accounts (CPA):

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

B. System of Award Management (SAM) 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.

C. 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.

D. 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>

E. 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, excluded participation as provider, unless a valid waiver is currently in effect: <https://exclusions.oig.hhs.gov/>

16.2.2 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 charter number, the federal ID or Texas Payee ID numbers, or the CPA franchise tax number provided, as applicable, on Exhibit A, HHS Solicitation Affirmations.

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

A. 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.

B. 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](#) 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.

C. 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>

16.3 AWARD TO GOVERNMENTAL ENTITIES

If Applicant is a governmental entity, responding to this OE in its capacity as a governmental entity, certain terms and conditions may not be applicable including, but not limited to, any 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.

17. DISCLOSURE OF INTERESTED PARTIES

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