



TEXAS

Health and Human Services

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

OPEN ENROLLMENT (OE) for Clinical Laboratory Improvement Amendments (CLIA) Surveyors

OE No. HHS0011240

**NIGP Class/Item No(s):
909-33 Contractor Compliance Monitoring Services
962-58 Professional Services (Not Otherwise Classified)**

TABLE OF CONTENTS

SECTION 1. SCHEDULE OF EVENTS	4
SECTION 2. OVERVIEW	4
2.1. INTRODUCTION	4
2.2. LEGAL AUTHORITY	4
2.3. NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION	5
SECTION 3. DEFINITIONS AND ACRONYMS	5
SECTION 4. GENERAL INFORMATION	6
4.1. SOLE POINT OF CONTACT	6
4.2. CHANGES, MODIFICATIONS AND CANCELLATION	6
4.3. OFFER PERIOD	7
4.4. COSTS INCURRED	7
4.5. OE QUESTIONS OR CLARIFICATIONS	7
SECTION 5. HUB SUBCONTRACTING PLAN (HSP) REQUIREMENTS	9
SECTION 6. CONTRACT TERM	9
6.1. TERM OF CONTRACT	9
6.2. EXTENSION OPTION	9
SECTION 7. MINIMUM QUALIFICATIONS	9
SECTION 8. STATEMENT OF WORK	10
8.1. HHSC AND PROJECT OVERVIEW	10
8.1.1. HHSC OVERVIEW	10
8.1.2. PROJECT OVERVIEW	10
8.2. HHSC RESPONSIBILITIES	Error! Bookmark not defined.
8.3. STATEMENT OF SERVICES TO BE PROVIDED	11
8.4. PERFORMANCE CRITERIA	12
8.4.1. SPECIFIC PERFORMANCE STANDARDS	12
8.5. CONTRACTOR PERSONNEL PERFORMANCE	12
8.6. NOTICE OF CRIMINAL ACTIVITY	13
8.7. NOTICE OF INSOLVENCY OR INDEBTEDNESS	14
8.8. BACKGROUND CHECKS FOR PERSONNEL	14
8.9. INVOICE REQUIREMENTS AND PAYMENT	15
8.9.1. INVOICE REQUIREMENTS	15
8.9.2. PAYMENT	15
8.10. DATA USE AGREEMENT (DUA)	16
8.11. TERMS AND CONDITIONS	16
8.12. STANDARDS OF CONDUCT FOR VENDORS	16
SECTION 9. HHSC CONTRACT ADMINISTRATION	17
SECTION 10. INSURANCE REQUIREMENTS	17
10.1. INSURANCE COVERAGE	17
SECTION 11. CONFIDENTIAL OR PROPRIETARY INFORMATION	17
11.1. PUBLIC INFORMATION ACT	17
11.2. APPLICANT WAIVER – INTELLECTUAL PROPERTY	20
SECTION 12. BINDING OFFER	20
SECTION 13. REQUIRED APPLICATION DOCUMENTS	20

SECTION 14. APPLICATION SUBMISSION REQUIREMENTS	22
14.1. GENERAL INFORMATION	22
14.2. E-MAIL SUBMISSION	23
14.3. RECEIPT OF APPLICATION	24
SECTION 15. SCREENING OF APPLICATIONS	24
SECTION 16. AWARD PROCESS	27
16.1. CONTRACT AWARD AND EXECUTION	27
16.2.1. REQUIRED PRE-AWARD VERIFICATIONS	28
16.2.2. ADDITIONAL REQUIRED PRE-AWARD VERIFICATIONS	29
16.3. DEBRIEFING	29

SECTION 1. SCHEDULE OF EVENTS

Enrollment Period Opens (Posted to HHS OE Opportunities webpage)	January 10, 2022
Enrollment Period Closes (Final date for RECEIPT of Applications)	August 31, 2025
Anticipated Contract Start Date	The effective date of a Contract, if any, awarded to an Applicant will be determined at the sole discretion of HHSC.

Applications must be **received** by HHSC prior to the closing date as indicated in this Schedule of Events or as changed via an Addendum posted to the HHS Open Enrollment Opportunities webpage. Every Applicant is solely responsible for ensuring its Application is received before the submission period closes. HHSC is not responsible for lost, misdirected or late applications.

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

By submitting an Application, Applicant represents and warrants that any individual submitting the Application and any related documents on behalf of Applicant is authorized to do so and to bind 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 e-mailing a request to the Point of Contact, Section 4.1. The e-mail subject line should contain the OE number and title as indicated on the cover page. Applicant is solely responsible for ensuring requests are received timely by HHSC. HHSC is not responsible for lost, misdirected or late e-mails.

SECTION 2. OVERVIEW

2.1. INTRODUCTION

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

HHSC is seeking Applications to establish Contract(s) for Clinical Laboratory Improvement Amendments (CLIA) surveyors in accordance with this Open Enrollment (OE).

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

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

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 OE. Additionally, all contracts resulting from this OE are subject to appropriations, the availability of funds, and termination.

SECTION 3. DEFINITIONS AND ACRONYMS

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

TERM	DEFINITION
Addendum Addenda	A written clarification or revision to this OE. 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 OE.
Applicant	Any person or entity that submits an Application in response to this OE.
CLIA	The Clinical Laboratory Improvement Amendments of 1988
CMS	Centers for Medicare and Medicaid Services
Contract	Any Contract(s) awarded as a result of this OE.
Contractor (Provider)	Each Applicant, if any, awarded a Contract as a result of this OE. May also be referred to as Provider. Unless the context clearly indicates otherwise, all terms and conditions of this OE and resulting Contract that refer to Applicant apply with equal force to Contractor (Provider).
FMS	Federal Monitoring Survey
HHS Agency	The Health and Human Services Commission (HHSC) and the Department of Health and Human Services (DSHS) may be identified separately as an "HHS Agency" or collectively as the "HHS Agencies" in this OE or any resulting Contract(s).

TERM	DEFINITION
HHS Open Enrollment Opportunities	The HHS web page where OEs are posted: https://apps.hhs.texas.gov/pcs/openenrollment.cfm
Open Enrollment or OE	This document, including all exhibits, attachments and addenda, as applicable, posted on the HHS Open Enrollment Opportunities webpage.
Statement of Work	The description of services and deliverables in this OE that Contractor (Provider) is required to provide under the Contract.

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.

Ariana Williams
Texas Health and Human Services Commission
RSD_ContractSupport@hhs.texas.gov

Questions posed by phone or in person will not be recognized as valid; so, attempts to do as such are discouraged.

To be considered for contract award, applications must only be submitted to this e-mail address. See Section 14 for application 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 Applicant’s 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 any 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 days from the date applications are due, as stated in Exhibit A, HHS Solicitation Affirmations, unless withdrawn by 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 Applicant's capabilities to satisfy the requirements of this OE and submitted at Applicant's sole expense.

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 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 referenced below in Section 4.5.3), 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

- a.** 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:
 - (a)** OE language, topic, section heading; and
 - (b)** Section, Paragraph and Page number(s) or Exhibit/Attachment; and
- b.** The requestor must provide the following contact information:
 - 1.** Company Name;
 - 2.** Company Representative Name;
 - 3.** Phone Number; and
 - 4.** E-Mail address.

4.5.3. AMBIGUITY, CONFLICT, DISCREPANCY

- a.** 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.
- b.** Each Applicant submits its Application at its own risk.
- c.** If 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, then 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.

SECTION 5. HUB SUBCONTRACTING PLAN (HSP) REQUIREMENTS

It is the policy of HHS to promote and encourage contracting and subcontracting opportunities for business entities, which have been certified by the State of Texas (State) as Historically Underutilized Businesses (HUBs), in all contracts as required by [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, an **HSP 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 and will expire on August 31, 2022, unless terminated earlier pursuant to the terms and conditions of the Contract.

6.2. EXTENSION OPTION

HHSC, at its sole option and subject to availability of funding, may extend the Contract beyond the initial term for up to two (2) one-year periods 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.

SECTION 7. MINIMUM QUALIFICATIONS

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

7.1. REQUIRED EXPERIENCE

7.2.1. To be considered for contract award under this OE, an Applicant shall have a minimum of three (3) years' relevant experience performing the services as outlined in this OE.

7.2.2. Applicant must have performed CLIA surveys for a state survey agency at any time between October 1, 2010 to October 1, 2019.

7.2.3. References: Applicants must provide a minimum of three (3) references reflecting positive performance specific to CLIA survey work history from

state agency or federal personnel during the two (2)-year period immediately preceding submission of the Application.

7.2. Additional Minimum Qualifications for Contractor and Contractor Personnel

Applicant(s) must:

- 7.2.1.** Be able to provide and submit with application, sufficient documentation of employment as a CLIA surveyor for a state agency. The documentation or proof may include, but is not limited to:
 - a.** a federal monitored survey (FMS) performed as an evaluation by CMS;
 - b.** a letter of recommendation from the state agency; or
 - c.** an employee's performance evaluation;
- 7.2.2.** Have qualifications as set forth in the CMS State Operations Manual (SOM), Chapter 4, Section 4009B-Health Professional Qualifications in one of the listed professions, which can be accessed at:
<https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Internet-Only-Manuals-IOMs-Items/CMS1201984>;
- 7.2.3.** Not currently be a lab consultant working in Texas;
- 7.2.4.** Be able to travel throughout Texas; and
- 7.2.5.** Commit to a minimum of 14 business days, of surveys and associated reports and paperwork per contract term.

SECTION 8. STATEMENT OF WORK

8.1. HHSC AND PROJECT OVERVIEW

8.1.1. HHSC OVERVIEW

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

8.1.2. PROJECT OVERVIEW

The Social Security Act (the Act) mandates the establishment of minimum health and safety and CLIA standards that must be met by providers and suppliers participating in the Medicare and Medicaid programs. The Secretary of the Department of Health and Human Services (DHHS) has designated Centers for Medicare and Medicaid Services (CMS) to administer the standards compliance aspects of these programs.

The project included in this OE is for qualified surveyor(s) to perform survey activities for CLIA compliance surveys and/or complaint investigations in specified clinical laboratories within assigned metropolitan areas of the state of Texas.

8.2. HHSC RESPONSIBILITIES

HHSC shall:

- 8.2.1.** Provide a laptop or tablet, any computer peripherals, access to VPN, access to federal databases, access to Office Suite including Outlook and Teams, state cell phone, state MiFi hotspot.
- 8.2.2.** Ensure contractors have access to the CMS CLIA federal databases.

8.3. STATEMENT OF SERVICES TO BE PROVIDED

Contractor(s) shall:

- 8.3.1** Perform survey activities pursuant to the CMS SOM Publication No. 100-07 ([100-07 | CMS](#)), Chapter 6-Special Procedures for Laboratories, which includes conducting record reviews of lab tests and results, personnel credentials, and quality assurance assessment. Surveys are to determine laboratory compliance with federal laws and regulations and process complaint investigations. See <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Internet-Only-Manuals-IOMs-Items/CMS1201984> for CMS SOM, No. 100-07, Chapter 6.
- 8.3.2** Schedule and conduct CLIA Surveys (resurveys, initial surveys, certificate of waiver surveys, and follow-up visits to determine compliance) in accordance with CLIA, SOM, and Chapter 6.
- 8.3.3** Prepare a Statement of Deficiency report, as required, per the CMS SOM and enter it into the federal Automated Survey Processing Environment (ASPEN) database, which includes the Automated Complaint Tracking System (ACTS) database.
- 8.3.4** Prepare and/or review existing Statement of Deficiency reports and evaluate laboratory providers' plans of correction for acceptable correction action on deficiencies cited at those laboratories evidencing deficient practices.
- 8.3.5** Work closely with the CMS Regional Office staff located in Region 6, Dallas, Texas.
- 8.3.6** Evaluate and monitor proficiency test (PT) results for CLIA laboratories.
- 8.3.7** Conduct data entry and information inquiries in the federal and state databases (*i.e.*, ASPEN and ACTS).
- 8.3.8** Maintain an accurate and efficient schedule.
- 8.3.9** Prepare, complete, and submit the necessary report(s) accurately and within two (2) weeks after conducting the survey exit.

8.3.10 Respond to inquiries from HHSC – whether by e-mail, letter, or telephone – in a timely manner.

8.4. PERFORMANCE CRITERIA

HHSC will look solely to 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.

8.4.1. SPECIFIC PERFORMANCE STANDARDS

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

- a. Conduct a minimum of five (5) CLIA surveys within a five (5) day/40-hour work week for CLIA laboratories in designated cities in Texas, as determined by HHSC;
- b. Complete survey reports and upload them (or prepare the reported information for upload) into the ASPEN database no later than 14 days calendar days after the survey (or investigation); and
- c. Prepare survey (or investigation) reports using the appropriate Principles of Documentation as established by CMS SOM Guidelines.

8.5. CONTRACTOR PERSONNEL PERFORMANCE

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

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

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

8.5.4 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.

8.6. NOTICE OF CRIMINAL ACTIVITY

8.6.1 At the time of submission, Applicant must provide confirmation that 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 a sex crime or the involvement in any financial matter pertaining to a federal or state program.

Note: Applicant has an ongoing duty to disclose this information *before* HHSC awards a Contract.

8.6.2 Once HHSC awards a Contract, Contractor has an ongoing duty to disclose if Contractor learns of, or has any reason to believe that it or any person with ownership or controlling interest in Contractor, or any of Contractor's agents, employees, subcontractors, or volunteers has: engaged in any activity that does or could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; *or* been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to a sex crime or the involvement in any financial matter pertaining to a federal or state program.

Note: Contractor has an ongoing duty to disclose this information *during* the entire term of the Contract.

8.6.3 Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under Section 8.6 to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the HHSC Contract manager.

8.6.4 Any Contractor personnel with a record of a sexual offense, child abuse, adult abuse, or fraud offense shall not be allowed to provide contractual services and shall not be allowed access to HHS Agency property, facilities, or documents.

- 8.6.5** Key Contractor personnel with misdemeanor offenses must receive prior approval by HHSC before being allowed to work under the Contract.
- 8.6.6** HHSC, at its sole discretion, may terminate any Contract if Contractor or any of its agents, employees, subcontractors, or volunteers is arrested, indicted, or convicted of any criminal activity.

8.7. NOTICE OF INSOLVENCY OR INDEBTEDNESS

At the time of submission, Applicants shall provide with the Application detailed written descriptions of all insolvency, incapacity, and outstanding unpaid obligations of Applicant owed to the Internal Revenue Service (IRS) or the State, or any agency or political subdivision of the State. This is a continuing disclosure requirement; prior to Contract award, if any, Applicants must notify the HHSC Sole Point of Contact (Section 4.1) within five (5) days of the date on which Applicant learns of such financial circumstances after submitting the Application. Additionally, Contractors are under a continuing obligation to notify the HHSC contract manager, as applicable, within five (5) days of the date on which Contractor learns of such financial circumstances after HHSC awards a Contract.

8.8. BACKGROUND CHECKS FOR PERSONNEL

- 8.8.1** Contractor will conduct, or will retain an independent third party to perform, comprehensive, statewide Texas Department of Public Safety (DPS) criminal and sex offender background checks on all Contractor personnel (e.g., permanent and temporary personnel and/or subcontractor and subcontractor personnel) who will be assigned as key personnel to perform services under the Contract. Contractor is responsible for all background check expenses.
- 8.8.2** **The background checks must be completed before any Contractor personnel arrives on state property, if applicable, and/or begins to provide the required Contract services.**
- 8.8.3** Supporting documentation for the background checks is subject to review upon request by HHSC. Failure to produce the requested documentation, as with any violation of the Contract, may constitute grounds for termination of the Contract and/or Purchase Order for cause.
- 8.8.4** The background checks shall include, but not be limited to:
 - a.** Social Security Number verification; and
 - b.** Statewide criminal and sex offender records for all Texas counties and out-of-state counties based on the current and previous addresses of the key personnel for the last seven (7) years.

8.9. INVOICE REQUIREMENTS AND PAYMENT

8.9.1. INVOICE REQUIREMENTS

- a.** Contractor must submit detailed and accurate invoice(s) to HHSC, by e-mail, in the format prescribed by HHSC, and not later than 30 calendar days after completing the assigned surveys;
- b.** Invoices must be submitted to the following e-mail address:
RSD_Invoices@hhs.texas.gov ;
- c.** The invoice shall include the following information, at a minimum:
 - 1.** Contractor's name;
 - 2.** Remittance address;
 - 3.** Federal ID or Texas Comptroller of Public Accounts (CPA) Payee ID;
 - 4.** Telephone number for Contractor's accounts receivable department;
 - 5.** Contract and/or Purchase Order Number;
 - 6.** Description of services provided;
 - 7.** Date(s) on which services provided; and
 - 8.** Travel expenses for reimbursement.
- d.** Receipts for travel expenses must be submitted with the invoice for reimbursement as outlined in Section 8.9.2 (b).
- e.** No payment will be made under this Contract unless Contractor submits detailed, accurate invoices as directed in this Section 8.9.1.

8.9.2. PAYMENT

- a.** A Contract issued under this OE shall be paid a fee equal to \$58.00 per hour, with total payments under the Contract not to exceed \$25,000 per term of the Contract.
- b.** Travel expenses must be permitted and approved by HHSC and, if so, shall be reimbursed based in accordance with the CPA's current published Travel Reimbursement Rates, which may be accessed at <https://fmx.cpa.texas.gov/fmx/travel/texttravel/index.php> .
 - 1.** Automobile mileage and aircraft mileage shall be reimbursed at the rates established by CPA;
 - 2.** Lodging expense shall be reimbursed at the rates published by the federal General Services Administration (GSA) for the travel destination. For Texas cities not included in the GSA rates, the reimbursement will be based on the rates published by CPA; and
 - 3.** Car rental and parking costs will be reimbursed based on actual expenses shown on the receipt.

- c. All receipts included with the invoice for travel reimbursement must show date(s) that coincide with the date(s) on which services were performed. HHSC reserved the right to deny reimbursement for receipts that are dated outside of this time frame.

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

8.11. TERMS AND CONDITIONS

Submission of an Application in response to this OE constitutes acceptance of all terms and conditions attached to, referenced by, 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 shall not constitute part of the Contract.

8.12. STANDARDS OF CONDUCT FOR VENDORS

- 8.12.1** Pursuant to Texas Administrative Code (TAC), Title 1, Section 391.405(a), contractors, respondents, and vendors interested in working with the HHS System are required to implement standards of conduct that apply to all matters involving, or related to, those solicitations and contract(s) between themselves and the HHS System. 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 System personnel in the applicable ethics law and policy provisions.
- 8.12.2** 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, TAC, Title 1, Chapter 391, Subchapter D).
- 8.12.3** The standards of conduct, together with the responsibilities and restrictions incorporated herein, also apply to subcontractors of contractors, respondents, and vendors.
- 8.12.4** Standards of conduct of any contractor, respondent, or vendor may be reviewed and/or audited by the State Auditor and HHSC. Additionally, pursuant to TAC, Title 1, Section 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.

- 8.12.5** Any vendor or contractor that violates a provision of TAC, Title 1, 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 CPA for statewide debarment and/or to state and federal law enforcement.

SECTION 9. HHSC CONTRACT ADMINISTRATION

- 9.1.** HHSC will designate a Contract manager (Contract Manager) and provide that individual's contact information to Contractor.
- 9.2.** After HHSC awards a Contract under this OE, all communications related to the Contract shall be processed through the designated Contract Manager. Legal notices are subject to additional delivery requirements, however, and must be provided to the HHS Chief Counsel as well as to the Contract Manager.
- 9.3.** At all times, Contractor shall maintain and monitor at least one active e-mail address for the receipt of communications from HHSC. It is Contractor's responsibility to monitor this e-mail address for Contract-related information.

SECTION 10. INSURANCE REQUIREMENTS

10.1. INSURANCE COVERAGE

For the duration of any Contract resulting from this OE, Applicant shall acquire insurance, bonds, or both with financially sound and reputable independent insurers, in the type and amount customarily carried within the industry. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of Contract.

SECTION 11. CONFIDENTIAL OR PROPRIETARY INFORMATION

11.1. PUBLIC INFORMATION ACT

11.1.1 Applicant Requirements Regarding Disclosure

Applications and contracts are subject to the Texas Public Information Act (PIA), located in [Chapter 552](#) of the Texas Government Code, 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 this subsection (c) must be identical to those set forth in the original Application as required above in subsection (a)(2). 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.

11.1.2 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.

- 11.1.3** 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) offer all Applicants that fail to fully comply with the requirements set forth in this section additional time to comply.
- 11.1.4** 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.
- 11.1.5** 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, including HHSC and all other state agencies, without cost or liability.
- 11.1.6** 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.
- 11.1.7** 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 (OAG), or contact the OAG'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 SYSTEM AGENCY IN RESPONSE TO THIS OE CONSTITUTES AN IRREVOCABLE WAIVER, AND AGREEMENT BY THE SUBMITTING PARTY TO FULLY INDEMNIFY THE STATE OF TEXAS AND THE HHS SYSTEM 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 THE HHS SYSTEM BY THE SUBMITTING PARTY.

SECTION 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.**

SECTION 13. REQUIRED APPLICATION DOCUMENTS

Documentation Required for Submission

All documentation listed below must be returned for a complete Application by the deadline set forth in Section 1, Schedule of Events. Provide the documentation in the same sequence as outlined below by using the Item number(s) and title(s) as necessary.

1. Exhibit A – HHS Solicitation Affirmations

Must be completed and signed.

Important Note: Applications received without the signed Exhibit A will be disqualified.

2. OE Addenda, if applicable - Signed

3. Exhibits C - DUA and Attachment 2 (Security and Privacy Initial Inquiry):

Completed and signed

4. Exhibit D – [Federal] Assurances -- Non-Construction Programs and Certification Regarding Lobbying: Completed and signed

5. Minimum Qualifications – Reference Section 7

Required Experience:

Provide documentation of demonstrated experience to confirm that Applicant meets the minimum qualifications and requirements. This applies to Applicant’s business, subcontractor(s), and the personnel of both Applicant and subcontractor.

References:

Respondents must provide a minimum of three (3) references for contracts of similar size and scope of services within the last two (2) years.

For each reference, the following documentation must be provided with Application:

- Name, address, and telephone number for each reference;
- Dates on which services were performed and/or goods provided;
- Description of services performed and/or goods provided; and
- Respondent's key staff, who were assigned to the referenced contract/project, who will be designated for work for any resulting Contract under this OE.

Licensure or Accreditation

Provide current copies of all required Licensure and Accreditation for Applicant and Applicant's personnel as applicable.

Additional Minimum Qualifications:

Provide documentation of qualifications to confirm that Applicant meets the minimum requirements. This applies to Applicant's business, subcontractor(s), and the personnel of both Applicant and subcontractor.

6. Executive Summary

Statement of Work – Section 8

Provide Applicant's approach to meeting the requirements of the Statement of Work including any other requirements of this OE.

Former Employees of a State agency:

Applicant must provide the following information regarding individuals that formerly worked for any State agency and now work for Applicant or any of Applicant's subcontractors:

- Name;
- Address;
- Telephone number;
- State agency for which previously worked; and
- Dates of employment for each identified state agency.

Any additional information requested by HHSC regarding identified individuals must be provided by Applicant.

7. Notice of Criminal Activity – Reference Section 8.6

Provide confirmation that Applicant, any person with ownership or controlling interest, their agent, employee, subcontractor, or volunteer who will be providing the required services are not:

- Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
- Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to a sex crime or the involvement in any financial matter pertaining to a federal or state program.

8. Notice of Insolvency or Indebtedness – Reference Section 8.7

Provide with the Application detailed written descriptions of any insolvency, incapacity, and outstanding unpaid obligations of Applicant owed to the Internal Revenue Service (IRS), the State, or any agency or political subdivision of the State.

9. Identity of Applicant Contacts

By Title:

- Person Authorized to Sign Contract;
- Primary Contact for Questions Regarding Application;
- Financial Officer;
- Accounts Payable;
- Primary Contact for Contract Management; and
- Alternate Contact for Contract Management

Provide this information for each contact listed above:

- Name and Title
- Mailing Address
- Phone Number
- E-mail Address

10. Insurance – Reference Section 10

Applicant must provide proof of insurance or a statement of its intent to obtain and maintain insurance for the term of the Contract (and any renewal periods or additional extensions), the minimum insurance coverage specified, or as applicable, any bonds required. Applicant should also describe other insurance coverage maintained in the ordinary course of business and provide proof of same in its Application.

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

11. Public Information Act Copy of Application, if applicable

SECTION 14. APPLICATION SUBMISSION REQUIREMENTS

14.1. GENERAL INFORMATION

14.1.1 The Application must be submitted in accordance with Section 13 and this Section 14.

14.1.2 The complete Application must be submitted **via e-mail** to HHSC's Regulatory Services Division Health Care Regulation Department to the following address:

E-mail: RSD_ContractSupport@hhs.texas.gov

14.1.3 Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements and ensuring timely receipt by HHSC.

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

14.2. E-MAIL SUBMISSION

14.2.1 Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements, including, but not limited to, Section 13, Required Application Documents and ensuring timely e-mail receipt by HHSC.

14.2.2 The Application, including all documentation identified in Section 13, must be sent using the order and titles listed and submitted in its entirety in one or more e-mails.

14.2.3 In no event shall 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.

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

14.2.5 The e-mail subject line must contain:

- a.** Applicant name;
- b.** OE number provided on the cover page of this document;
- c.** Title from the cover page of this document; and
- d.** Number of e-mails if more than one (e.g., E-mail 1 of #, etc.)

14.2.6 The body of the e-mail must contain Applicant's contact information including telephone number and e-mail address.

14.2.7 Applicant is solely responsible for ensuring that Applicant's complete electronic Application is sent to, and RECEIVED by, HHSC at the designated destination server no later than the submission deadline.

14.2.8 All documents must 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 must 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.

14.2.9 Please be aware that internet service providers may limit file sizes on outgoing e-mails. Therefore, HHSC recommends that Applications not contain graphics, pictures, letterheads, etc., which consume a significant amount of file space. These files have *.tif, *.tiff, *.gif, and *.bmp extensions but may have other extensions as well. HHSC's firewall virus protection runs at all times. Therefore, during times of new active virus alerts, incoming traffic may be delayed while virus software scans e-mails 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.

14.2.10 Applicants may e-mail the Point of Contact (Section 4.1) to request confirmation of receipt or any other questions regarding submitting by e-mail.

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

Note: HHSC recommends a 10MB limit on each attachment. This may require Applicants to send multiple e-mails to HHSC to ensure that all documentation contained in an Application is received.

14.3. 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 Applicant, for the failure of 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.**

SECTION 15. SCREENING OF APPLICATIONS

Neither HHSC's issuance of this OE nor its retention of Applications constitutes a commitment on its part 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.

Joint or collaborative applications that require HHSC to contract with more than one Applicant in a single contract will not be considered by HHSC.

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

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

15.1.1 HHSC reserves the right to do as follows:

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

15.1.2 With respect to informalities:

- a.** 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.
- b.** 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 via e-mail to the Sole Point of Contact (Section 4.1) by HHSC's designated deadline. Failure to respond later than the deadline may result in HHSC's rejecting the Application and 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 may do all of the following during the course of verifying Applicant's past performance:

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

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

15.2.3 Applicants' past performance may be considered in the initial screening process and prior to making an award determination.

- 15.2.4** 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/>; or
 - b.** Applicant is currently under a corrective action plan through HHSC;
or
 - c.** Applicant has had repeated, negative vendor performance reports for the same reason; or
 - d.** Applicant has a record of repeated non-responsiveness to vendor performance issues; or
 - e.** Applicant has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or sub-standard performance.
- 15.2.5** 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, another state, or the Federal government. That performance information may include, but is not limited to:
- a.** Notices of termination;
 - b.** Cure notices;
 - c.** Assessments of liquidated damages;
 - d.** Litigation;
 - e.** Audit reports; and
 - f.** Non-renewals of contracts.
- 15.2.6** 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 Applicant from further consideration for award.

SECTION 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 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.

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. 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 shall be disqualified from further consideration.

a. State Debarment

Must not be debarred from doing business with the State through the 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 on any of the following CPA Divestment Statute Lists, including but not limited to: :

- 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 Scrutinized Companies with Ties to Foreign Terrorist Organizations.
- Access the Divestment Statute Lists at: <https://comptroller.texas.gov/purchasing/publications/divestment.php>

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. See <https://oig.hhsc.texas.gov/exclusions> .

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

Must not be on the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities

(LEIE), excluded from participation as provider, unless a valid waiver is currently in effect. See <https://exclusions.oig.hhs.gov/> .

16.2.2. ADDITIONAL REQUIRED PRE-AWARD VERIFICATIONS

After the checks cited in Section 16.2.1 are performed, the following verifications will be conducted for each Applicant, based on Applicant's 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, HHS Solicitation Affirmations.

The results of the checks below will be used to further consider an Applicant for award and may conclude with disqualification if results are unfavorable.

a. Texas Franchise Tax Status

The Texas franchise tax is a privilege tax imposed on each taxable entity formed, organized, or doing business in Texas. Although not all entities are required to file or pay franchise taxes, HHSC will process a search of Applicant through the CPA Franchise Tax system to verify that Applicant is in good standing. A franchise tax check may reveal that a business entity has: (1) debts or delinquencies owed to the State (implicating contracting limitations); and/or (2) forfeited the right to transact business in Texas.

b. Texas Warrant Hold Status

A check for CPA warrant holds is required to determine if an Applicant is on hold for any reason. [Texas Government Code Section 2252.903](#) requires State agencies to verify 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 must be applied directly toward eliminating Applicant's debt or delinquency regardless of when it arises.

16.3. DEBRIEFING

Any Applicant not awarded a Contract may request a debriefing by submitting a written request to the HHSC Point of Contact (Section 4.1) for this OE. The debriefing provides information to Applicant on the strengths and weaknesses of their Application.