

**TEXAS DEPARTMENT OF STATE HEALTH SERVICES**

**OPEN ENROLLMENT (OE) for**

**Tuberculosis Prevention and Elimination/Treatment Services**

**OE No. # HHS0011974**

**Enrollment Period Opens: September 1, 2022**

**Enrollment Period Closes: August 31, 2026**

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

# ***948-48***

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# SECTION 1. SCHEDULE OF EVENTS

|  |  |
| --- | --- |
| **Enrollment Period Opens** **(Posted to HHS OE Opportunities webpage)**  | ***9/1/2022*** |
| **Enrollment Period Closes** **(Final date for RECEIPT of Applications)**  | ***8/31/2026***  |
| **Anticipated Contract Start Date**  | **Contract will start upon execution, no earlier than September 1, 2022.** |

Applications must be **received** by DSHS 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. DSHS is not responsible for lost, misdirected or late applications.

The dates in the Schedule of Events are tentative. DSHS 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Applications may be withdrawn from consideration or amended at any time prior to the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 points of contact listed 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 DSHS. DSHS is not responsible for lost, misdirected or late emails.

# SECTION 2. OVERVIEW

## 2.1. INTRODUCTION

The Department of State Health Services (DSHS) is an agency within the Texas Health and Human Services (HHS) system.

DSHS is seeking Applications to establish a Contract or Contracts for the selected tuberculosis (TB) services as described in **Section 8: Statement of Work** to individuals with suspected or confirmed TB disease including persons identified as a contact to a known case or suspected case, refugees, and class B immigrants regardless of their ability to pay for services.

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

## 2.2. LEGAL AUTHORITY

Any Contract issued pursuant to this Open Enrollment is authorized by and in compliance with the provisions of Texas Health and Safety Code Chapters 81, 12, and 1001, and Texas Government Code Chapters 531 and 2254.

## 2.3. NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

DSHS 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.  |
| **Contract**  | Any Contract awarded under this Open Enrollment.  |
| **TERM**  |  | **DEFINITION**  |
| **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).  |
| **HHS Agency**  |  | The Health and Human Services Commission (HHSC) and the Texas Department of Health and Human Services (DSHS) may be identified separately as an ‘HHS Agency’ or collectively as the ‘HHS Agencies’ in this Open Enrollment or any resulting Contract.  |
| **HHS Open Enrollment Opportunities** |  | The HHS web page where Open Enrollments are posted: <https://apps.hhs.texas.gov/pcs/openenrollment.cfm> |
| **HUB** |  | A Historically Underutilized Business, as defined byChapter 2161, Texas Government Code. |
|  | **Plan or HSP**  |  |  | The Historically Underutilize Business Subcontracting Plan (HSP) is required by Chapter 2161 of the Texas Government Code for contracts with an expected value of$100,000 or more and where subcontracting opportunities have been determined to be probable. |  |
| **Open Enrollment (O** | **E)**  | 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 Open Enrollment that the Contractor is required to provide under the Contract.  |

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# SECTION 4. GENERAL INFORMATION

## 4.1. DSHS POINTS OF CONTACT

All questions, requests for clarification, or other communication about this Open Enrollment shall be made in writing only to the DSHS points of contact listed below, based upon the DSHS public health region in which the Applicant is located.

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

|  |
| --- |
| **Physical Address for Regular Mail Delivery,** **Delivery Service or Hand Delivery**  |
| Regions 6/5S, 8, 9/10, and 11 – Send to:David Acosta, CTCM David.acosta@dshs.texas.govRef: OE #TBDContract Management Section MC 1990Department of State Health Services1100 W. 49th Street, Room T-502Austin, Texas 78756 Regions 1, 2/3, 4/5N, 7 – Send to:Amanda Mendez, CTCM Amanda.mendez@dshs.texas.govRef: OE #TBDContract Management Section MC 1990Department of State Health Services1100 W. 49th Street, Room T-502Austin, Texas 78756 |

**To be considered for contract award, Applications must only be submitted via email to the points of contact above, based upon the region in which the Applicant is located. 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**

**DSHS points 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

DSHS 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 DSHS upon receipt.

**4.2.1. ADVERTISEMENT OF CHANGES, MODIFICATIONS OR CANCELLATION**

If DSHS 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 DSHS. Furthermore, if the OE will be canceled, DSHS 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 days from the date applications are due, as stated in Exhibit A, Affirmations and Solicitation Acceptance, unless withdrawn by the Applicant before the Enrollment Period closes.

## 4.4. COSTS INCURRED

DSHS 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 DSHS 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 points of contact listed in Section 4.1.

Responses to questions and requests for clarification will not be posted. However, if DSHS determines, based on a question, request for clarification, or any other factor (including, but not limited to notices of ambiguity, conflict, or discrepancy as reference in Section 4.5.3, below), that the OE needs to be amended or clarified, either an Addendum will be posted on the OE Opportunities webpage or the OE will be canceled. The action to be taken will be determined at the sole discretion of

DSHS. Furthermore, if the OE will be canceled, DSHS will determine, in its sole discretion, if a new OE will be posted.

**4.5.2. QUESTION AND CLARIFICATION FORMAT**

Questions and requests for clarification must include the following information:

1. the OE Number
2. the question or request for clarification, providing the following information:
	* OE language, topic, section heading
	* Section, paragraph and page number(s) or exhibit/attachment

The requestor must provide the following contact information:

* + Company name
	+ Company representative name
	+ Phone number
	+ Email address

 **4.5.3. AMBIGUITY, CONFLICT, DISCREPANCY**

Applicants must notify the point of contact assigned to the Applicant’s region in 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 point of contact assigned to the Applicant’s region in Section 4.1 of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the OE, the Applicant, whether awarded a contract or not:

1. shall have waived any claim of error or ambiguity in the OE and any resulting contract,
2. shall not contest the interpretation by DSHS of such provision, 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 State of Texas-certified Historically Underutilized Businesses (HUBs) in all contracts in compliance with [Chapter 2161 of the Texas Government Code](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2161.htm) and [Title 34, Part 1, Chapter 20, Subchapter D, Division 1 of the Texas Administrative Code.](https://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=20&sch=D&div=1&rl=Y)

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

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

# SECTION 6. CONTRACT TERM

## 6.1. TERM OF CONTRACT

DSHS may award one or more Contracts under this OE.

Any Contract resulting from this OE will be effective on the effective date stated in the contract, but no earlier than September 1, 2022, and will expire on August 31, 2027, unless terminated earlier pursuant to the terms and conditions of the Contract.

## 6.2. EXTENSION OPTION

DSHS, at its sole option and subject to availability of funding, may extend the Contract beyond the initial term for up to one year as necessary to ensure continuity of service, to process a new OE to award new contracts, 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, Applicants must be eligible, qualified and meet all requirements of this OE. Applicant requirements apply with equal force to Contractors awarded Contracts under this OE.

##  7.1 Licensure and Accreditation

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

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

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

Each Contractor is required to maintain all required permits, licenses, and certifications for the business during the term of the Contract. Copies of all permits, licenses, and certifications are to be made available to DSHS upon request.

# SECTION 8. STATEMENT OF WORK

## 8.1. PROJECT OVERVIEW

The purpose of this Project is to assist the current efforts of state, local and territorial TB programs to prevent, control and eventually eliminate TB in the United States. Financial assistance is provided to TB programs to augment current and local contributions for TB prevention and control activities, including targeted testing, surveillance activities, and program evaluation; developing human resources through improved training, education, communications, and information dissemination; and strengthening laboratory capacity to ensure that timely and reliable TB laboratory services are available to healthcare providers and TB controllers.

## 8.2. DSHS RESPONSIBILITIES

DSHS will monitor Contractor’s performance of the requirements in the Statement of Work and compliance with the Contract’s terms and conditions.

## 8.3. CONTRACTOR (PROVIDER) RESPONSIBILITIES

**The Contractor must:**

8.3.1. Provide the selected TB services as described under Section 8.4: Statement of Services to Be Provided and in the resulting Contract to individuals with suspected or confirmed TB disease including persons identified as a contact to a known case or suspected case, refugees and class B immigrants, regardless of their ability to pay for services.

8.3.2. Obtain and maintain active status for all licenses, certifications, permits, registrations, and approvals required to perform their duties under an awarded Contract. The Contractor will prohibit any person who does not hold a current, active required license, certification, permit, registration, or approval from performing services under this Contract. The Contractor will notify DSHS within five (5) calendar days of any revocation of licenses, certifications, permits or registrations.

8.3.3. Provide all services under the resulting Contract at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

## 8.4. STATEMENT OF SERVICES TO BE PROVIDED – (A.) thru (E.)

The services listed below are for reference only. Applicant must indicate the services it intends to provide on Form E, which must be submitted along with the completed Application.

**(A.) X-RAY IMAGING ONLY**

1. PURPOSE

Contractor will provide x-rays of the chest or other anatomical sites as ordered for patients referred by DSHS with suspected/confirmed TB or LTBI.

1. CONTRACTOR RESPONSIBILITIES

Contractor will:

1. Accept DSHS referrals for x-ray imaging of the chest or other anatomical sites for patients with suspected/confirmed TB or LTBI. Referral forms will be delivered to the Contractor by the patient directly or by the DSHS provider via fax or secure email.
2. Perform the procedure(s) requested on the referral form within five (5) calendar days of receipt of the referral form.
3. Return requested images to DSHS or its designee within three (3) to five (5) days after images have been taken.
4. Provide radiographic images that are of good professional quality and clearly readable. Output should be on digital media as directed by DSHS.
5. Performs repeat imaging at no additional cost should image quality be of poor quality or image is obscured.

1. Perform procedures required under this Contract using radiation machines (including x-ray machines) that are currently registered with the DSHS Radiation Safety Licensing Branch and are compliant with all state and federal requirements.
2. Ensure that all individuals who operate radiation machines (including x-ray machines) under this Contract meet all applicable credentialing requirements, including but not limited to DSHS rules found at 25 TAC 140 regarding medical radiologic technologists.
3. Maintain personnel licensed in Texas to provide the professional services required under this Contract for patients with suspected/confirmed TB disease or LTBI for the purpose of diagnosis or medical assessment of progress.
4. Obtain and maintain in good standing all applicable licenses, or registrations for radiation producing devices or radiation sources (such as x-ray machines or CT scanners) and comply with all applicable provisions of Texas Health and Safety Code Chapter 401 and Texas Radiation Control Rules, 25 TAC § 289.201 *et seq*. that are needed to provide the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies DSHS deems appropriate.
5. Ensure that all its employees, volunteers, and subcontractors providing services under this Contract obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract. Contractor will prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract. Contractor will notify DSHS within five (5) calendar days of any revocation of licenses, certifications, permits or registrations.

**(B.) CT SCAN WITHOUT INTERPRETATION**

1. PURPOSE

Contractor will provide CT scans for patients referred by DSHS with suspected/confirmed TB or LTBI.

1. CONTRACTOR RESPONSIBILITIES

Contractor will:

1. Accept and complete DSHS referrals for CT Scans for patients with suspected/confirmed TB or LTBI. Referral forms will be delivered to the Contractor by the patient directly or by the DSHS provider via fax or secure email.
2. Perform the procedure(s) requested on the referral form within five (5) calendar days of receipt of the referral form. The requested procedures may be one or more of the following:
3. CT Scan with contrast, in accordance with the referral. CT Scan with contrast may require additional testing, as required by the performing facility.
4. CT Scan without contrast.
5. Perform 100 percent of the referrals received from DSHS.
6. Provide requested images to DSHS or its designee within three (3) to five (5) calendar days after images have been taken.
7. Provide CT Scans that are of good professional quality and clearly readable. Output should be on digital media as directed by DSHS.
8. Perform procedures required under this Contract using radiation machines (including x-ray machines) that are currently registered with the DSHS Radiation Safety Licensing Branch and are compliant with all state and federal requirements.
9. DSHS will need access to digital image CD upon request.
10. Ensure that all individuals who operate radiation machines (including x-ray machines) for human use meet all applicable credentialing requirements, including (but not limited to) DSHS rules found at 25 Texas Administrative Code Chapter 140 regarding medical radiologic technologists.
11. Employ personnel who are licensed in Texas to provide the professional services required under this Contract for patient(s) with suspected/confirmed TB disease or LTBI for the purpose of diagnosis or medical assessment of progress.
12. Obtain and maintain in good standing all applicable licenses or registrations for radiation producing devices or radiation sources (such as x-ray machines or CT scanners) and comply with all applicable provisions of Texas Health and Safety Code Chapter 401 and Texas Radiation Control Rules, 25 TAC § 289.201 et seq. that are needed to provide the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation, or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies DSHS deems appropriate.
13. Ensure that all its employees, volunteers, and subcontractors providing services under this Contract obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract. Contractor will prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract. Contractor will notify DSHS within five (5) calendar days of any revocation of licenses, certifications, permits or registrations.

**(C.) MEDICAL LABORATORY SERVICES**

1. PURPOSE

Contractor will perform requested laboratory tests upon receipt of a completed DSHS referral form. Referral forms will be delivered to the Contractor by the patient directly or by the DSHS provider via fax or secure email. The patient or DSHS may provide a collected blood specimen.

1. CONTRACTOR RESPONSIBILITIES

Contractor will:

1. Perform requested laboratory tests upon receipt of a completed DSHS referral form. The patient or DSHS may provide a collected blood specimen.
2. Provide the following laboratory tests, as requested in the referral form:
3. Complete Blood Count (CBC) with platelets;
4. Comprehensive Metabolic Panel (CMP);
5. Basic Metabolic Panel (BMP);
6. Hemoglobin A1C;
7. TSH/T4;
8. IGRA (either TSPOT or Quantiferon TB Gold Plus);
9. Viral hepatitis B infection panel (including hepatitis B surface antigen, hepatitis B surface antibody and hepatitis B core antibody);
10. Viral hepatitis C panel (including anti-HCV antibody and HCV RIBA);
11. HIV tests; and
12. Coagulation tests (including Partial Thromboplastic Time (PTT), Prothrombin Time (PT) and Prothrombin Time/International Normalized Ratio (PT/INR)).
13. Notify TB Program Manager by phone immediately and in no event more than 24 hours of finding any critical lab values that may require urgent therapeutic action. "Critical lab value" is defined as any test result that may require rapid clinical attention to avert significant patient morbidity or mortality.
14. Maintain throughout the term of the Contract Clinical Laboratory Improvement Amendments (CLIA) or College of American Pathologists (CAP) certification or accreditation, as applicable.
15. Ensure that all its employees, volunteers, and subcontractors providing services under this Contract obtain and maintain in active status all licenses, certifications, permits, registrations, and approvals required to perform their duties under this Contract. Contractor will prohibit any person who does not hold a current, active required license, certification, permit, registration, or approval from performing services under this Contract. Contractor will notify DSHS within five (5) calendar days of any revocation of licenses, certifications, permits or registrations.

**(D.) ALTERATION OF THE FORM OF TUBERCULOSIS (TB) DRUGS**

1. PURPOSE

Contractor will provide pharmaceutical compounding of anti-tuberculosis drugs for pediatric or adult patients with unique medical needs.

1. CONTRACTOR RESPONSIBILITIES

Contractor will:

1. Maintain for the duration of this Contract an active and unrestricted registration with the Texas State Board of Pharmacy as a licensed pharmacist.
2. Upon receipt of a written request and/or referral from a DSHS nurse case manager, the Contractor will alter the form of drugs provided to Contractor by DSHS and appropriately label the container containing the altered-format drug. Contractor will receive rifampin, isoniazid, pyrazinamide, ethambutol, or other medications in tablet form that are generally considered second-line medications for the treatment of tuberculosis.
3. Complete 100 percent of all written requests or referrals received from DSHS within three (3) to five (5) days of receipt of the request or referral.
4. Obtain and maintain in good standing all applicable licenses, certifications, permits, registrations and approvals with Texas State Board of Pharmacy or such other licensing board to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation, or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies DSHS deems appropriate. Contractor will notify DSHS within five (5) days of any revocation of licenses, certifications, permits or registrations.

**(E.) ELECTROCARDIOGRAM WITHOUT INTERPRETATION**

1. PURPOSE

Contractor will provide 12-lead electrocardiogram for patients referred by DSHS with suspected/confirmed TB or LTBI.

1. CONTRACTOR RESPONSIBILITIES

Contractor will:

1. Accept DSHS referrals for 12-lead electrocardiograms for patients with suspected/confirmed TB or LTBI.
2. Perform the 12-lead electrocardiogram(s) requested on the referral form within five (5) calendar days of receipt of the referral form. Tracing to include routine measurement of heart rate, PR, QRS, and QT interval at a minimum.
3. Return requested 12-lead electrocardiogram results to DSHS or its designee within three (3) to five (5) days after reading was done.
4. Maintain personnel licensed in Texas to provide the professional services required under this Contract for patients with suspected/confirmed TB disease or LTBI for the purpose of diagnosis or medical assessment of progress.
5. Ensure that all its employees, volunteers, and subcontractors providing services under this Contract obtain and maintain in active status all licenses, certifications, permits, registrations, and approvals required to perform their duties under this Contract. Contractor will prohibit any person who does not hold a current, active required license, certification, permit, registration, or approval from performing services under this Contract. Contractor will notify DSHS within five (5) calendar days of any revocation of licenses, certifications, permits or registrations.

## 8.5. PERFORMANCE CRITERIA

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

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

**8.5.1. SPECIFIC PERFORMANCE STANDARDS**

Contractor shall comply with all obligations and duties under the Contract.

## 8.6. CONTRACTOR PERSONNEL PERFORMANCE

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.

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

1. 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.

1. DSHS, 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 DSHS, within 10 calendar days of DSHS’s 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:

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

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

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

DSHS, 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 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 point of contact assigned to the Applicant’s region within five days of the date Applicant learns of such financial circumstances after submission of the Application. Additionally, Contractors are under a continuing obligation to notify the DSHS contract manager, as applicable, within five days of the date Contractor learns of such financial circumstances after Contract award.

## 8.9. BACKGROUND CHECKS FOR PERSONNEL

The Contractor will conduct 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. The Contractor is responsible for all background check expenses.

Supporting documentation for the background checks is subject to review upon request by DSHS. 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.

The background checks shall include, but not be limited to:

* Social Security Number verification.
* 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 years.

## 8.10. INVOICE REQUIREMENTS AND PAYMENT

**8.10.1. INVOICE REQUIREMENTS**

Contractor shall submit to DSHS detailed and accurate invoice(s) which include the information below. Each invoice must be submitted by email or fax in the format prescribed by DSHS, not later than 30 calendar days after completion of service.

Please submit directly to the DSHS Public Health Region – TB Program under which the Contractor falls, via any of the methods listed above.

The invoice shall include, at a minimum:

1. Contractor’s Name;
2. Remit to Address;
3. Federal ID or Texas CPA Payee ID;
4. Accounts Receivable telephone number;
5. Contract and/or Purchase Order Number;
6. Identification of services provided;
7. Service date(s)

No payment will be made under this Contract without submission of detailed, accurate invoices submitted as outlined.

**8.10.2. PAYMENT**

Contracts issued under this OE will be paid using fee for service, utilizing the fee schedule listed in the executed Contract Statement of Work.

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

## 8.12. 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 DSHS, that is not accepted in writing by DSHS, or that conflicts with applicable law, this OE, any resulting Contract, or applicable terms and conditions will not constitute part of the Contract.

## 8.13. STANDARDS OF CONDUCT FOR VENDORS

Pursuant to 1 TAC 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, 1 TAC Chapter 391, Subchapter D).

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 1 TAC 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 1 TAC 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.

#  SECTION 9. DSHS CONTRACT ADMINISTRATION

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

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

#  SECTION 10. CONFIDENTIAL OR PROPRIETARY INFORMATION

## 10.1. PUBLIC INFORMATION ACT

**Applicant Requirements Regarding Disclosure**

Applications and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code [Chapter 552,](http://www.statutes.legis.state.tx.us/DocViewer.aspx?K2DocKey=odbc%3a%2f%2fTCAS%2fASUPUBLIC.dbo.vwTCAS%2fGV%2fS%2fGV.552%40TCAS2&QueryText=552&HighlightType=1) and may be disclosed to the public upon request. Other legal authority also requires HHSC to post certain contracts and Applications on HHSC’s website and to provide such information to the Legislative Budget Board for posting on its website.

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

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 - Affirmations and Solicitation

**Acceptance (attached as Exhibit A to this OE):** certify, in the designated section of the Affirmations and Solicitation Acceptance, Applicant’s confidential information assertion and the filing of its Public Information Act Copy; and

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 Affirmations and Solicitation Acceptance, and submit the Public Information Act Copy, Applicant’s Application will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on HHSC’s and/or DSHS’s public website, and posted on the Legislative Budget Board’s website.**

**If Applicants submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, DSHS, 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.

DSHS 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. DSHS 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>

## 10.2. 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,**

**DSHS FROM ANY CLAIM OF INFRINGEMENT BY DSHS**

**REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF THE SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHS BY THE SUBMITTING PARTY.**

#  SECTION 11. BINDING OFFER

All Applications should be responsive to the OE as issued or amended through written and posted Addenda, not with any assumption that DSHS 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 12. REQUIRED APPLICATION DOCUMENTS

|  |
| --- |
| **Documentation Required for Submission** **All documentation listed must be returned for a complete Application. The Applicant must provide the documentation in the same sequence as outlined below by using the item numbers and titles as necessary.**  |
| **1. Exhibit A – HHS Solicitation Affirmations** –Completion and Signature Required **Applications received without the signed Exhibit A will be disqualified.**  |
| **2. Public Information Act Copy, if applicable under Section 10.1** |
| **3. OE Addenda, if applicable** - Signed |
| **4. Minimum Qualifications – Section 7 Licensure or Accreditation** The Applicant must provide current copies of all required licensures and accreditations for the Applicant and Applicant’s personnel as applicable.  |
| **5. Exhibit B - DUA (Security and Privacy Inquiry) -** Completion and Signature Required |
| **6. Exhibit C – Federal Assurances Non-Construction** - Completion and Signature Required |
| **7. Exhibit D – Lobbying Certification -** Completion and Signature Required |
| **8. Exhibit E – Uniform Terms and Conditions (UTCs) –** For Reference |
| **9. Form A - Face Page** – Completion and Signature Required |
| **10. Form B - Open Enrollment Submission Checklist** – Completion Required |
| **11. Form C - Contact Person Form -** Completion Required  |
| **12. Form D** **– Vendor Information Form –** Completion and Signature Required |
| **13. Form E – Service Selection Form** – Completion required by selecting all applicable services |
| **14. Form F - Notice of Criminal Offense – Self reporting –** Completion and Signature RequiredRequired |
| **15. Form G – Map of Health Service Regions by County** – For reference only  |

#  SECTION 13. APPLICATION SUBMISSION REQUIREMENTS

The Application must be submitted in accordance with this section and Section 12.

The complete Application must be submitted to:

Contract Management Section

Email:cms\_phr\_tb-openenrollment@dshs.texas.gov

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

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

The Application must be submitted by email.

## 13.1. E-MAIL SUBMISSION

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements, including, but not limited to, the Appendix

A, Checklist for Submission and ensuring timely email receipt by DSHS.

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

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

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

IMPORTANT NOTE: DSHS recommends a 10MB limit on each attachment. This may require Applicants to send multiple emails to

DSHS at cms\_phr\_tb-openenrollment@dshs.texas.gov to ensure all documentation contained in an Application is received.

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

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

Applicants may email the points of contact listed in section 4.1 to request confirmation of receipt.

## 13.2. RECEIPT OF APPLICATION

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

DSHS will NOT be held responsible for any Application that is mishandled by the Applicant, any Applicant’s delivery or mail service or for Applications sent by e-mail that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any DSHS anti-virus or other security software.

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

#  SECTION 14. SCREENING OF APPLICATIONS

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

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

DSHS 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.

## 14.1. INITIAL SCREENING OF APPLICATIONS

An initial screening of Applications will be conducted by DSHS 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.

DSHS reserves the right to:

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

**Informalities:**

DSHS reserves the right to waive minor informalities in an Application. A

"minor informality" is an omission or error that, in DSHS’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.

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

Note: Any disqualifying factor set forth in this OE does not constitute an informality (e.g., for example, failure to sign and submit Exhibit A, Affirmations and Solicitation Acceptance as required by Application would not be an informality).

##### 14.2. VERIFICATION OF PAST VENDOR PERFORMANCE

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

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

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

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

1. Applicant has an unfavorable report or grade on the CPA Vendor Performance Tracking System (VPTS). VPTS may be accessed at:

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

OR,

1. Applicant is currently under a corrective action plan through DSHS,

OR,

1. Applicant has had repeated, negative vendor performance reports for the same reason, OR,
2. Applicant has a record of repeated non-responsiveness to vendor performance issues, OR,
3. Applicant has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or sub-standard performance.

In addition, DSHS 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, DSHS, at its sole discretion**,** may initiate investigations or examinations of vendor performance based upon media reports. Any negative findings, as determined by DSHS in its sole discretion**,** may result in

DSHS’s removing the Applicant from further consideration for award.

#

#  SECTION 15. AWARD PROCESS

##### 15.1. CONTRACT AWARD AND EXECUTION

DSHS, 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.

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

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

##### 15.2. COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS

### 15.2.1. 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.

1. **State of Texas Debarment**

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

[https://comptroller.texas.gov/purchasing/programs/vendorperformance-tracking/debarred-vendors.php](https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php)

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

Must not be excluded from contract participation at the federal level. This verification is conducted through SAM, official website of the U.S. Government which may be accessed at this link:

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

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

1. **Divestment Statute Lists**

Must not be listed on the Divestment Statute Lists provided by CPA which may be accessed at:

[https://comptroller.texas.gov/purchasing/publications/divestment.ph p](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 (LEIE), excluded participation as provider, unless a valid waiver is currently in effect: <https://exclusions.oig.hhs.gov/>

### 15.2.2. ADDITIONAL REQUIRED PRE-AWARD VERIFICATIONS

After the checks performed in Section 15.2.1, the following verifications will be conducted for each Applicant. The verifications will be based on the legal name and, if applicable, the Assumed Business Name (D.B.A.), and/or the Secretary of State (SOS) charter number, the Federal ID or Texas Payee ID numbers, or the CPA Franchise Tax number provided, as applicable, on Exhibit A, Affirmations and Solicitation Acceptance.

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

1. **Texas Franchise Tax Status**

The Texas franchise tax is a privilege tax imposed on each taxable entity formed or organized in Texas or doing business in Texas. Although not all entities are required to file or pay franchise taxes,

DSHS will process a search of the Applicant through the

CPA Franchise Tax system to verify the Applicant is in good standing.

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

1. **Texas Warrant Hold Status**

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

1. **Texas Secretary of State**

Must be registered, if required by law, with the Texas Secretary of State as a public or private entity eligible to do business in Texas:

<https://direct.sos.state.tx.us/acct/acct-login.asp>

##### 15.3. 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 HSP requirement. Furthermore, to the extent permitted by law, if an Application is received from a governmental entity, DSHS reserves the right to enter into an interagency or interlocal agreement with the governmental entity.