



TEXAS
Health and Human Services

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

**OPEN ENROLLMENT (OE)
FOR
RESIDENTIAL TREATMENT CENTER PRIVATE BED PURCHASE**

OE NO. HHS0013982

**NIGP CLASS/ITEM NO(S):
952/62**

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SECTION 1. SCHEDULE OF EVENTS

Enrollment Period Opens (Posted to HHS OE Opportunities webpage)	September 1, 2024
Enrollment Period Closes (Final date for RECEIPT of Applications)	August 31, 2029
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, the Applicant represents and warrants that any individual submitting the Application and any related documents on behalf of the Applicant is authorized to do so and to bind the Applicant under any resulting contract.

Withdrawal of Application:

Applications may be withdrawn from consideration or amended at any time prior to the "Enrollment Period Closes" date by emailing a request to the Point of Contact, Section 4. The e-mail subject line should contain the OE number and title as indicated on the cover page. The Applicant is solely responsible for ensuring requests are received timely by HHSC. HHSC is not responsible for lost, misdirected, or late emails.

SECTION 2. OVERVIEW

2.1. INTRODUCTION

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

HHSC is seeking Applications to establish Contract(s) for the provision of Residential Treatment Center (RTC) services for children under the age of eighteen (18) with a serious emotional disturbance (SED). A SED is a mental, behavioral, or emotional disorder of sufficient duration to result in functional

impairment that substantially interferes with or limits a person's role or ability to function in family, school, or community activities in accordance with Texas Government Code §531.251. HHSC RTC Project connects families to mental health services available in their community through their local mental health authority (LMHA) or local behavioral health authority (LBHA). HHSC RTC Project will also pay for the cost of room and board at a contracted RTC facility when a family does not have resources in its local community and wishes to maintain guardianship.

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

HHSC has statutory authority to contract for services described in this OE pursuant to Texas Health and Safety Code Section § 12.051 and Texas Family Code §§ 262.351-353.

2.3. NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

HHSC does not guarantee any volume, usage, or compensation to be paid to any Provider 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.
Appendix	Additional information and/or forms that are located at the end of this Open Enrollment document, which are incorporated into this Open Enrollment document.
Application	All information and materials submitted by an Applicant in response to this Open Enrollment.

TERM	DEFINITION
Applicant	Any person or entity that submits an Application in response to this Open Enrollment.
Community Support	Services that help address a persons' health-related social needs, help them live healthier lives, and avoid higher, costlier levels of care.
Contract	Any Contract(s) awarded resulting from this Open Enrollment.
Contractor (Provider)	Each Applicant, if any, awarded a Contract as a result of this Open Enrollment, may also be referred to as "Provider." Unless the context clearly indicates otherwise, all terms and conditions of this Open Enrollment and resulting Contract that refer to Applicant apply with equal force to Contractor (Provider).
Contract Term	The period of time beginning with the Effective Date of the Contract and ending when the Contract expires in accordance with its terms, or when the contract has been terminated.
Debarment	An exclusion from contracting or subcontracting with state agencies based on cause set forth in Title 34, Texas Administrative Code, §20.581 et seq.
Deliverables	A work product(s), including all reports and project documentation, prepared, developed, or procured by Contractor as part of the services under the Contract for the use or benefit of HHSC or the State of Texas.
Effective Date	The date agreed to by HHSC and Contractor as the date on which the Contract takes effect.
HHS Agency	The Health and Human Services Commission (HHSC) and the Texas Department of Health and Human Services (DSHS) may be identified separately as a 'HHS Agency' or collectively as the 'HHS Agencies' in this Open Enrollment or any resulting Contract(s).
HHS Open Enrollment Opportunities	The HHS web page where Open Enrollments are posted: https://apps.hhs.texas.gov/pcs/openenrollment.cfm .
HUB	A Historically Underutilized Business, as defined by Chapter 2161, Texas Government Code.
HUB Subcontracting Plan or HSP	The Historically Underutilized Business Subcontracting Plan (HSP) required by Chapter 2161 of the Texas Government Code for contracts with an expected value of \$100,000.00 or more, and where subcontracting opportunities have been determined to be probable.

TERM	DEFINITION
Local Behavioral Health Authority (LBHA)	An entity designated as the local behavioral health authority by HHSC in accordance with Texas Health and Safety Code § 533.0356.
Local Mental Health Authority (LMHA)	An entity designated as the local mental health authority by HHSC in accordance with Texas Health and Safety Code § 533.035.
Natural Supports	Informal relationships with family, friends, neighbors, and community members that serve as a source of connection and support, and as a safety net.
Open Enrollment (OE)	This document, including all exhibits, attachments, and addenda, as applicable, posted on the HHS Open Enrollment Opportunities webpage.
Serious Emotional Disturbance (SED)	A mental, behavioral, or emotional disorder of sufficient duration to result in functional impairment that substantially interferes with or limits a person's role or ability to function in family, school, or community activities in accordance with Texas Government Code §531.251.
Statement of Work	The description of services and Deliverables in this Open Enrollment that the 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 and must follow the formatting instructions outlined in Section 4.5 below.

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

All communications concerning this OE must be submitted by email to:

Mental Health (MH) Contracts Management Unit
 Email: MHContracts@hsc.state.tx.us

To be considered for contract award, applications must only be submitted to the above email address. See Section 14 for submission requirements.

Do not contact other HHS Agency personnel regarding this OE.

This restriction, as to only communicating in writing with the HHSC sole point of contact identified above, does not preclude discussions between Applicant and agency personnel for the purposes of conducting business unrelated to this OE.

Failure of an Applicant or its representatives to comply with these requirements may result in disqualification of the submitted Application.

4.2. CHANGES, MODIFICATIONS AND CANCELLATIONS

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 Provider 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, HHS Solicitation Affirmations, Version 2.4, Effective August 2023**, unless withdrawn by the Applicant before the Enrollment Period closes.

An Applicant may extend the time for which its Application will be honored and include the extended period in the Application.

4.4. COSTS INCURRED

HHSC accepts no obligations for costs incurred in preparing, submitting, and screening an Application, including, but not limited to, costs or expenses related to contract execution.

Applicants understand that issuance of this OE or retention of Applications in no way constitutes a commitment by HHSC to award a Contract. All Applications shall be prepared simply and economically, providing a straightforward, concise delineation of the Applicant's capabilities to satisfy the requirements of this OE and submitted at the sole expense of the Applicant.

4.5. OE QUESTIONS AND REQUESTS FOR CLARIFICATION

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 in Section 4.5.3, below), that the OE needs to be amended or clarified, either an addendum will be posted on the OE Opportunities webpage, or the OE will be canceled. The action to be taken will be determined at the sole discretion of HHSC. Furthermore, if the OE will be canceled, HHSC will determine, in its sole discretion, if a new OE will be posted.

4.5.2. QUESTIONS AND CLARIFICATION FORMAT

1. Questions and requests for clarification must include the following information:
 - a. the OE Number
 - b. the question or request for clarification, providing the following information:
 - OE language, topic, section heading

- Section, Paragraph and Page number(s) or Exhibit/Attachment

2. The requestor must provide the following contact information:

- Company Name
- Company Representative Name
- Phone Number
- E-Mail address

4.5.3. AMBIGUITY, CONFLICT, DISCREPANCY

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

Each Applicant submits its Application at its own risk.

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

- a. shall have waived any claim of error or ambiguity in the OE and any resulting Contract;
- b. shall not contest the interpretation by HHSC of such provision(s); and
- c. 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](#) and [Title 34, Part 1, Chapter 20, Subchapter D, Division 1 of the Texas Administrative Code](#).

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

HHS has determined subcontracting opportunities are not probable under this OE; therefore, a **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, 2029, 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 noted for up to one year as necessary to ensure continuity of service, to process a new OE to award new contract(s), for purposes of transition, or as otherwise determined to serve the best interest of the State of Texas.

SECTION 7. MINIMUM QUALIFICATIONS

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

7.1 REQUIRED EXPERIENCE

An Applicant must be established as a legal entity and have the authority to do business in Texas. Applicant must meet and comply with the criteria listed below at the time an Application is submitted and continue to meet the eligibility conditions throughout the procurement term.

1. The address at which the RTC operates must be within the State of Texas.
2. The RTC must be licensed by HHSC Residential Child Care Regulation (RCCR) as a General Residential Operation (GRO) RTC and be in good standing (must not be on heightened monitoring due to safety risk, on probation, or on corrective action; this is not an exhaustive list) as defined by the provisions of the Contract.
3. To be considered for contract award under this OE, an Applicant shall detail how many years of relevant experience they have performing the services as outlined in this OE or similar services.

4. All personnel assigned to perform the services must be fully trained.

7.2 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 an applicant that is not on heightened monitoring due to safety risk, on probation, or on corrective action.

Contractor is responsible for ensuring all Contractor staff and subcontractors, if any, hold current, valid, and applicable licenses and/or an applicant that is not on heightened monitoring due to safety risk, on probation, or on corrective action.

Contractor is required to maintain all required permits, licenses, and certifications for the business during the term of the Contract. The Contractor and Contractor's personnel and subcontractors, if any, must also maintain their individual required permits, licenses, and certifications during the term of the Contract. All required permits, licenses, and/or certifications must be included with submitted Applications. During annual contract reviews, Contractor shall provide updated licenses and/or certifications at HHSC's request.

7.3 Additional Minimum Qualifications for Contractor Personnel

Minimum qualifications for Contractor personnel must follow qualifications listed in 26 TAC §748.605:

- (a) A volunteer or contractor that performs any employee function must meet the same requirements as an employee who performs that function.
- (b) The Contractor must maintain records documenting how these requirements are met.

SECTION 8. STATEMENT OF WORK

8.1 PROJECT OVERVIEW

The Residential Treatment Center (RTC) Project provides a child with serious mental health needs access to intensive treatment in a residential setting. The RTC Project supports families who have a child at risk of entering Department of Family & Protective Services (DFPS) conservatorship due to their mental health care needs and who have exhausted all community mental health

resources. Specifically, the program covers the cost of room and board in Residential Treatment Centers, aiming to prevent the surrender of parental conservatorship to the DFPS as the sole means of accessing mental health services for a child experiencing a serious emotional disturbance.

All children referred for treatment must be identified by HHSC as having a behavioral health need that qualifies for a residential treatment center level of care. HHSC will pay contracted providers the Intense-Plus Residential Treatment Center rate established by DFPS and published on the [DFPS 24-hour Residential Child-Care Reimbursement Rates](#) webpage. This rate will only cover room and board. Contracted providers must bill Medicaid, the child's insurance, or other third-party payors for all other services provided within the RTC, which includes but is not limited to, psychiatric, nursing or medication management services, and/or psychological, psychotherapy or counseling services.

8.2 HHSC RESPONSIBILITIES

HHSC will refer children for RTC services at facilities that meet the Minimum Standards for General Residential Operations (outlined in [26 TAC §748](#)) based on the following variables:

- 1) geographic proximity to the family's county of residence;
- 2) age and gender of the child;
- 3) family choice of provider;
- 4) clinical needs of the child;
- 5) medical stability of the child;
- 6) Contractor's available treatment protocols;
- 7) Contractor's availability of a bed; and
- 8) Contractor's willingness to admit the child based on interviews with the Child and family and/or a thorough review of all assessment and treatment documents submitted as part of a standard referral packet.

HHSC RTC Project will provide Contractor with the referral packet consisting of the following information to make an admission determination:

- 1) DFPS Referral Form 2037 or Form 2823: Local Mental and Behavioral Health Authority Referral Form;
- 2) Standard Application for RTC Services;
- 3) A psychological assessment completed within one year of the referral date;
- 4) Any additional requested behavioral health treatment history not included in the Standard Application for RTC Services;
- 5) A copy of the most recent Child and Adolescent Needs and Strengths (CANS) assessment completed by the LMHA or LBHA; and
- 6) Form 3301: Family Agreement indicating the Legally Authorized Representative (LAR)'s commitment to reunification and engagement throughout treatment.

8.3 CONTRACTOR (PROVIDER) RESPONSIBILITIES

- 1) Contractor's Clinical Director and office of admissions shall make the final determination of the Child's eligibility for admission to the RTC.
- 2) Contractor shall admit the Child for treatment if the Clinical Director and Recovery Team recommends the Child is an appropriate clinical match with the RTC.
 - a) Contractor shall review the referral packet and make the determination of service eligibility. Contractor must be able to meet the acute clinical needs of the referred Child. Contractor shall notify HHSC RTC Project by email at RTCProject@hhs.texas.gov of said eligibility determination **within 2 business days**.
 - b) Upon determination of appropriateness for admission, Contractor shall verify that the treatment providers are able to accept the Child's Medicaid, the Child's insurance, or other third-party payors. Once verified, Contractor shall notify HHSC RTC Project by email to RTCProject@hhs.texas.gov, and an admission date will be established. An authorization form for admission will be signed by the Children's Mental Health Manager or other person as designated by the Children's Mental Health Manager for bed payment and forwarded to Contractor. Contractor shall not accept a child for admission until after their insurance is verified.
 - c) Contractor shall participate in HHSC RTC Project staffing as requested by the HHSC RTC Project team, in collaboration with the LMHA or LBHA to review referral packet prior to admission.
 - d) Throughout the Child's treatment, the Contractor shall work with the HHSC RTC Project and the respective LMHA or LBHA to ensure continuity of care, discharge planning and follow-up treatment services are available to the Child and family upon discharge from the RTC. The Contractor's case manager and the LMHA or LBHA's Case Manager shall have at least weekly communication regarding progress toward discharge and reunification of the Child and LAR. The LAR should be invited to all treatment and recovery team meetings.
 - e) Should the Contractor determine at any point throughout treatment that the referred Child is not appropriate for the RTC, Contractor shall notify the HHSC RTC Project by email to RTCProject@hhs.texas.gov and the LMHA or LBHA by phone or email no later than the end of the following business day. An emergency staffing shall occur by phone or in person to include the LAR, Clinical Staff of the RTC, case managers, and other relevant participants to ensure appropriate notification and after-care planning. Refer to Section *Transition and Discharge Planning* of this document regarding procedures for planned and emergency discharge.
 - f) Contractor shall send follow-up notification to the HHSC RTC Project by email to RTCProject@hhs.texas.gov and the LMHA or LBHA describing the issues preventing the Child from continuing in treatment at the RTC.

- 3) Contractor Requirements
- a) Contractor must provide individualized and strength-based, child guided, and family driven clinical treatment services to the Child. These services shall be delivered with cultural and linguistic competency. Clinical treatment services shall ensure that a trauma-informed approach is used when assessing a Child for treatment. Services shall link residential treatment services with community services. Services shall be research-based, and evidence and practice-informed.
 - b) Contractor must provide the following services:
 - i) 24-hour supervision to ensure the Child's safety and sense of security, including adequate supervision up to constant one-to-one monitoring during waking hours by an employee trained on the Child's therapeutic interventions and who can provide immediate on site response;
 - ii) Participation in individual and group therapy sessions that are research-supported, reimbursable by Medicaid, and readily available in the community. These include but are not limited to specialized therapies such as Eye Movement Desensitization and Reprocessing Therapy, Applied Behavior Analysis (certified), Treatment for Anorexia/Bulimia/Eating Disorders, and others as appropriate.
 - iii) Use therapeutic programs that are documented as either well supported, supported, promising practice or evidence based and are appropriate to the Child's age and development to promote the Child's well-being.
 - iv) Therapy must address trauma and the behaviors resulting in the need for Intense-Plus level of care.
 - v) Contact, in a manner that is deemed in the best interest of the Child, with siblings, family members, and other persons significant to the Child in order to maintain a sense of identity and culture.
 - vi) Services to help the Child learn or improve skills and functioning for daily living.
 - vii) Medical intervention and therapy that is structured daily, and professionally designed and supervised to help the Child attain functioning more appropriate to the Child's age and development and to address the behaviors resulting in the need for Intense-Plus services.
 - viii) Consistent and constant direction, intervention, and structured support to help the Child attain stabilization and connect appropriately with the Child's environment.
 - ix) Professionally directed, designed, and monitored interventions for a Child with intellectual or developmental disabilities, to enhance mobility, communication, sensory, motor, cognitive development, behavioral and self-help skills.
- 4) Contractor shall provide comprehensive residential treatment services to the Child admitted to the RTC for treatment. Required elements of comprehensive residential treatment services include but are not limited to:
- a) Assessment and evaluation:

- i) Contractor shall assess and plan treatment for the Child using professional, trained, skilled, and competent staff. Such assessment and treatment planning shall take into consideration:
 - 1. The Child's and LAR's values;
 - 2. Religious affiliations;
 - 3. Motivation;
 - 4. Disabilities (physical and cognitive);
 - 5. Developmental level;
 - 6. Literacy;
 - 7. Language;
 - 8. Culture;
 - 9. Age;
 - 10. Medical conditions;
 - 11. Substance use history;
 - 12. Trauma history;
 - 13. Child's /family's strengths; and
 - 14. Transition plans with family's reunification goals.
- ii) Contractor shall assess the Child for treatment needs through a Recovery Team. The Recovery Team shall include:
 - 1. Clinical Director;
 - 2. Program Director;
 - 3. Child's therapist;
 - 4. Family therapist;
 - 5. Contractor's case manager;
 - 6. LMHA or LBHA Point of Contact;
 - 7. LAR;
 - 8. Child; and
 - 9. Psychiatrist.
- iii) The Recovery Team may also include:
 - 1. Natural Supports;
 - 2. Community Supports; and
 - 3. Other Medical Professional(s), if warranted.
- iv) The psychiatrist treating the Child shall provide an initial psychiatric evaluation upon admission. This must describe the reason for admission and must support the admission diagnosis given based on a SED. The treating psychiatrist may be employed by or under contract with the Contractor.
- v) The Recovery Team shall identify the Child's current health status to determine if referral to other providers (i.e., consultant medical staff, psychologist, speech/hearing therapist, physical therapy, etc.) for additional assessment is indicated during treatment.
- vi) The Child's educational level and needs shall be assessed to determine grade level and appropriate methods of instruction. Contractor shall provide appropriate grade level educational services based on the results of the educational assessment, pursuant to 26 TAC 748 Sections 1301-1305. Children who are determined to meet eligibility criteria to receive section 504 accommodations or special education (SPED) services shall receive those services at the RTC or in partnership with the local independent school district in accordance with federal and state rules and regulations. If the Child qualifies for Section 504 or special education services, Contractor

shall coordinate a 504 or Admission, Review and Dismissal (ARD) meeting **within 30 days of admission**. If a Child is not enrolled in Section 504 or special education services and the treatment indicates that more support is needed in the educational setting, Contractor shall work in collaboration with the parent to access more services in the school, and begin the process of evaluation for SPED or Section 504. Contractor shall place the Individualized Education Plan (IEP) in the chart and review it quarterly to ensure the IEP remains current.

- vii) Contractor shall administer a nutritional assessment to the Child and, based on the assessment results, Contractor shall provide the Child with well-balanced, nutritious meals. Food allergies and recognized religious dietary restrictions must be considered.

5) Clinical Treatment Services:

- a) Contractor must provide the following services in alignment with the intense plus rate:

- i) Medication Management

- 1. If indicated based on the Child's psychiatric evaluation, the treatment of psychiatric illness with psychotropic medications must be provided on an ongoing basis.

- ii) Medical Services

- 1. Provider shall provide the Child with immediate access to medical care throughout the course of treatment;
- 2. Provider shall provide safe, secure storage for all prescription medications;
- 3. Provider shall provide psychotropic medications to the Child as prescribed on regular intervals;
- 4. Provider shall ensure that the prescriptions remain filled; and
- 5. Provider shall ensure that only those trained in medication management administer medications.

- iii) Psychotherapy and Counseling

- 1. Individual, family, and group therapy focused on the reduction or elimination of a Child's symptoms of serious emotional disturbance and increasing the individual's ability to perform activities of daily living must be provided.
- 2. Provider shall engage the Child and LAR in family therapy no later than six weeks after the Child has been admitted to the RTC. This process shall be coordinated by the Provider's Case Manager.
- 3. Provider shall plan and coordinate the following counseling services as part of the Child's treatment:
 - a. **Weekly** Individual;
 - b. **Weekly** Family; and
 - c. **Weekly** Group (as appropriate or clinically recommended).
- 4. All sessions should be enacted on a weekly basis by the 6th week after the Child has been admitted to the RTC.

5. Treatment interventions such as individual and group therapy sessions shall be research-supported, reimbursable by Medicaid or a third-party provider, and readily available in the community.
 6. Provider shall provide all counseling services to the Child by a Licensed Professional of the Healing Arts (LPHA) practicing within the scope of their own license or by an individual that is provisionally licensed in the State of Texas pursuant to Occupational Code requirements and under the direct supervision of an LPHA, if not billed to insurance.
 - a. Provider must cover therapeutic costs if the Child's insurance, Medicaid or third-party insurance does not cover these services.
 - b. Provider must explore all options to provide therapeutic services including the use of telehealth services where appropriate.
 - c. HHSC must be notified and consulted if a lack of insurance coverage is a reason for denial to admission for the RTC Project within two business days.
- iv) Behavioral Management
1. Provider shall provide a child-centered, evidence-based, and trauma-informed care treatment approach.
 2. Provider shall provide consistent and constant direction, intervention, and structured support to help the Child attain stabilization and connect appropriately with the Child's environment.
 3. Behavior management treatment approaches shall be provided with a focus on reinforcement and prevention methods while using the least restrictive procedures likely to be effective.
 4. Provider shall use evidence-based practices to prevent, reduce or eliminate the use of punishment procedures, seclusion, and restraint.
- v) Recreation
1. Recreation: Therapeutic Recreation is a planned process which utilizes techniques to assess, prescribe, treat, and evaluate the success of treatment for the Child who experiences significant barriers to leisure fulfillment. These barriers include the lack of physiological, psychological, and/or social skills. Recreational and other leisure-time activity services provide for the development, maintenance, and expression of an appropriate leisure/social lifestyle for Child's with mental, physical, emotional, or social limitations.
- vi) Habilitation
1. Contractor's provision of habilitation services includes training in competencies and skills that children will need in the specific

environments where they will reside when they leave the facility, as well as services to help the Child learn or improve skills and functioning for daily living. Vocational evaluation and prevocational training shall be made available to Children for whom those services are clinically indicated.

vii) Spiritual and Religious Services

1. Spiritual and religious services include but are not limited to:
 - a. Regularly scheduled time to devote to religious and/or spiritual practices, based on the Child's religious and spiritual affiliation;
 - b. Pastoral care, as defined as a model of emotional, social, and spiritual support based on culture and tradition, if requested by the Child; and
 - c. Enrichment for the Child's religious and/or spiritual development which include but are not limited to:
 - i. Spiritual and/or religious study groups;
 - ii. Important ceremonial practices;
 - iii. Community events;
 - iv. Physical and emotional space to honor tradition, ritual, and expression;
 - v. Other religious and/or spiritual activities as needed and requested if the request does not cause undue burden on the Residential Treatment Milieu or the Child's therapeutic treatment.

6) Additional Contractor Requirements

a) Safety

- i) Safety: Contractor shall provide 24-hour supervision to ensure the Child's safety and sense of security, including constant one-to-one monitoring during waking hours by an employee trained on the Child's therapeutic interventions and able to provide immediate on-site response. Contractor shall provide professionally directed, designed, and monitored interventions for a Child with intellectual or developmental disabilities, to enhance mobility, communication, sensory, motor, cognitive development, behavioral and self-help skills.

b) Family Engagement and Inclusion

- i) LAR involvement and participation is a core component of the RTC Project, and the Provider shall extend efforts to provide clinical strategies for engaging families to ensure treatment is child guided, family-driven, and culturally competent.
- ii) Evidence-based practices should be used to meet the needs of the Child and family that is strength based and includes the Child, LAR,

- natural supports, community supports, and clinical/therapeutic staff.
- iii) The Child must, if clinically appropriate, be permitted to have access to their LAR via phone calls and in-person visits upon admission and throughout the duration of their participation in the services at the RTC.
 - iv) Provider's policies and procedures regarding phone calls and visits shall be reviewed with the Child and their LAR upon admission to the facility. Denial of access to phone calls and visits may not be used as a form of punishment.
 - v) Provider must offer the LAR family therapy on a weekly basis after enacted by the RTC **upon the 6th week** after the Child has been admitted.
 - vi) In cases where transportation is a barrier for the LAR to attend family therapy in person, the Provider shall provide alternative ways to include them including audio-only or audio-visual options.
 - vii) Provider shall make every effort to include the LAR as an active participant in the recovery process and reunification goals/strategies shall be assessed at each Individual Transition Plan (ITP) meeting.
 - viii) If there are additional barriers to LAR participation, Provider may consult with HHSC RTC Project for technical assistance.
 - ix) If Provider is unsuccessful in contacting the LAR, Provider shall notify HHSC RTC Project by email to RTCProject@hhs.texas.gov **within 7 business days**. (Please refer to Section 8.8.2 *Individual Treatment Plan Schedule* of this document for schedule of ITP meetings.)
- c) Home visits
- i) Home Visits: Contractor's Clinical Director will coordinate home visits as part of the transition back into the community. Prior to the Child leaving for a home visit, Contractor, the LMHA or LBHA and the LAR must complete an updated safety plan while the Child is in the community. HHSC RTC Project will continue to fund the bed while the Child is on a home pass for **no more than 14 consecutive days** at a time. While the Child is on a home pass, Contractor will continue coordination of treatment services outlined in the ITP that can be available to the Child and LAR while in the community. Contractor must ensure regular contact with the LAR for the duration of the home visit. Contractor must inform HHSC RTC Project when the Child has returned from the home visit **within 24 business hours** at RTCProject@hhs.texas.gov. Contractors made aware of a behavioral health crisis while the Child is on a home visit must immediately contact the LMHA or LBHA and/or 911.
- d) Transition and Discharge Planning:

- i) Planning for discharge shall start at the time of the initial assessment by the Recovery Team and shall be coordinated with HHSC RTC Project and the respective LMHA or LBHA.
 - 1. Discharge planning should be child and family driven, as families decide which services and supports they will need from the residential program and from the community for the Child to return home.
 - 2. Transition of the Child shall be assessed at each monthly Recovery Team meeting to determine the Child's readiness to return home and to the community.
 - 3. Prior to discharge, a Recovery Team meeting shall be held with participation by the Child's Recovery Team, HHSC RTC Project Coordinator, the referring LMHA or LBHA, and any other relevant designated parties.
 - 4. The Treatment Director must write the discharge order.
 - 5. Provider shall document this process and provide the discharge summary assessment to the LAR at discharge.
 - 6. An additional written copy of the discharge summary shall be provided to HHSC RTC Project by secure encrypted email to RTCProject@hhs.texas.gov **within two business days**.
- e) Extension Request
 - i) Contractor shall assess the Child's progress in treatment **at the 5th month from date of admission**. If the Child does not meet the expected progress in treatment, Contractor's Clinical Director shall submit to HHSC RTC Project, by secure email to RTCProject@hhs.texas.gov a written request to extend the length of stay for the Child **30 days prior** to the Child's anticipated discharge date at **6 months**. Based on review of progress in treatment by HHSC RTC Project, the length of stay may be extended if clinically indicated. HHSC RTC Project will not continue funding the Child's placement past 6 months without an approved extension request.
- f) Emergency Discharge
 - i) If the Provider determines that an emergency discharge is warranted due to the Child being an immediate danger to self or others, the Provider shall:
 - 1. Provide notification **within 24 hours** in writing to the LAR, the LMHA or LBHA, and HHSC RTC Project by secure encrypted email to RTCProject@hhs.texas.gov;
 - 2. Schedule a Recovery Team meeting **within 24 hours** to coordinate transition planning and a safety plan.

- ii) If there are geographical constraints involving an emergency discharge, the Provider and the LAR shall come to an agreement regarding transportation at the time of discharge. Provider shall maintain physical custody of the Child until such point that a safe transfer is scheduled. After date of discharge, HHSC RTC Project will no longer be responsible for the payment of bed.
- g) Unsuccessful Discharge
 - i) An unsuccessful discharge is any discharge that is not emergency or in alignment with the agreed upon treatment term. The potential for an unsuccessful discharge should be discussed with the Recovery Team in Recovery Team meetings and all efforts should be made and documented to avoid unsuccessful discharges. If Provider determines that an unsuccessful discharge is warranted, Provider shall provide a 30-day notification in writing to the LAR, the LMHA or LBHA, and HHSC RTC Project by secure encrypted email at RTCProject@hhs.texas.gov.
 - h) LAR Refusal to accept Parental Responsibility
 - i) In cases whereof the LAR refuses to pick up their Child on the identified discharge date and time because they do not want to accept parental responsibility, Provider shall contact the DFPS Statewide Intake.
 1. In cases where there is a substantiated case of refusal to accept parental responsibility, the Contractor may request HHSC RTC Project to continue funding until the Child is in the conservatorship of DFPS, at which time DFPS will assume financial responsibility of the Child. Continued funding is based on availability.
 - i) Treatment Director Role and Responsibilities
 - i) Provider's Treatment Director shall oversee the direct treatment of the Child as well as the following services:
 1. Coordinate the Recovery Team in the development and implementation of the Child's Individual Treatment Plan (ITP);
 2. Ensure the Child is under the care of their treating psychiatrist for medication management;
 3. Coordinate and assign roles relating to the Child's treatment, such as appointing a Case Manager, to ensure continuity of care;
 4. Handle admissions and discharge processes and paperwork; and
 5. Delegate treatment responsibilities to other qualified persons.
 - ii) Provider's Treatment Director shall coordinate the following services:

1. Coordinate therapeutic services for the Child;
2. Supervise and coordinate the Recovery Team in the development and implementation of the Individual Treatment Plan (ITP) for the Child;
3. Consult with the Recovery Team and facility staff regarding daily programs, individual and group dynamics of residential living, treatment of high-risk behaviors, special interventions and training on various aspects of the behavioral health treatment of the Child;
4. Coordinate, host, and conduct the Recovery Team conference calls at least **once a month** that involve the LMHA or LBHA and the LAR. HHSC RTC Project staff will participate as needed. During this time, Provider shall provide updates on measurable treatment goals and objectives and communicate regarding treatment of the Child;
5. Ensure the Child is under the supervision of the treating psychiatrist, who prescribes the appropriate psychotropic medications and monitoring for response and adverse reaction(s) with indicated adjustment of medications;
6. Ensure the prescriber provides monthly updates to the LAR related to medication training and support and responds to any questions the LAR may have;
7. Ensures the treating psychiatrist orders and follow up on indicated laboratory tests for medication(s) prescribed. This service should be documented in the Child's medical record.
8. Ensure that the treating psychiatrist maintains contact with LAR and community treatment and support staff and obtains consent for prescribing medications from LAR.
9. At the time of discharge, the Treatment Director shall complete or review and approve the Transition Plan form and discharge summary to provide meaningful treatment information for continuity of care purposes.

j) Provider Qualifications

- i) Provider's Treatment Director must have the following qualifications, per 26 TAC §748.605:
 1. Be a psychiatrist or psychologist; or
 2. Have a master's degree in a human services field from an accredited college or university and three years of experience providing treatment services for children with an emotional disorder, including one year in a residential setting; or
 3. Be a Licensed Master Social Worker, a Licensed Clinical Social Worker, a Licensed Professional Counselor, or a Licensed Marriage and Family Therapist, and have three years of

experience providing treatment services for children with emotional disorders, including one year in a residential setting.

k) Individual Treatment Plan

- i) The ITP shall include but is not limited to:
 1. Brief description of the Child;
 2. Summary of Child and family strengths;
 3. Summary of psychosocial history;
 4. Health and developmental history;
 5. Treatment history to-date;
 6. Presenting problems and needs;
 7. Diagnostic formulation (data substantiating the diagnosis);
 8. Diagnosis of severe emotional disturbance;
 9. Case formulation (the clinician's hypotheses about underlying dynamics/issues that drive and maintain problematic behaviors, emotions and/or cognitions);
 10. Criteria for completing treatment; and
 11. Objectives and measurable treatment goals that focus on skill building, family involvement, and community integration.
- ii) The ITP will be conducted according to the following clinical schedule:
 1. The initial ITP shall be conducted by the end of the business day on the **14th day** after admission;
 2. The ITP update shall be conducted by the **3rd month** post-admission;
 3. Transition and discharge planning shall begin upon admission and be **reviewed monthly** by the Recovery Team. A Transition Plan must be developed and included at this stage to measure preparedness of the family for the Child to return to the community and ensure continuity of care resources are in place. Provider shall document in the Child's medical record the transition plan, which shall be made available to HHSC RTC Project and LMHA/LBHA.
 4. ITP update shall be conducted at the final month services are provided and sent to the LMHA or LBHA, LAR and HHSC RTC Project by secure encrypted email at RTCProject@hhs.texas.gov **30 calendar days prior** to discharge.
 5. Provider shall provide recommendations regarding the Child's education needs to the Child's LAR at the time of discharge.
 6. Provider shall provide a discharge summary to the Child's LAR, the LMHA or LBHA and HHSC RTC Project by secure encrypted email to RTCProject@hhs.texas.gov within **seven calendar days after** the Child's discharge.

- l) Contractor is required to participate in Quality Standards Assessment initiatives and training provided by an approved HHSC entity. The Contractor is responsible for conducting a self-evaluation annually to determine the quality of services being provided and inform HHSC on training needs. Additionally, Contractor is required to participate in 12 hours of supplemental training provided by an HHSC approved entity. This training includes but is not limited to: Behavioral interventions, trauma-informed care, etc.
 - m) Contractor must ensure staff members responsible for the care and treatment of children participating in the RTC Project have their own designated email with an email domain that is associated with their facility.
- 7) Contractor's Documentation Requirements
- a) Treatment records shall be filed in the Child's on-site chart (hard copy or electronic) including:
 - i) Copies of all referral documents;
 - ii) Copies of all assessments, evaluations, and treatment summaries performed by the Contractor;
 - iii) A copy of the Child's ITP, including documentation of treatment plan reviews and Recovery Team staffing related to the Child;
 - iv) Copies of progress notes for all treatment modalities (individual therapy, group therapy, family therapy, recreational therapy, psychiatric consultation, case management activity, etc.);
 - v) A copy of the transition and discharge plan;
 - vi) A copy of the Child's IEP or Section 504 plan;
 - vii) Medical progress notes; and
 - viii) A copy of the reunification agreement signed by the parent/guardian/LAR.
 - b) The Child's charts and all records relating to the care of the Child shall be made available to HHSC and the referring LMHA or LBHA upon request.
 - c) While the Child is receiving services from Contractor and post-discharge, Contractor shall provide copies of Child's medical records to the Child's parent/guardian/LAR upon request. Contractor shall provide medical records directly to the Child's parent/guardian/LAR.
- 8) Additional Contractor Requirements
- a) Contractor shall deliver all services by appropriately licensed/certified/trained staff. Personnel records must reflect current licenses/certifications/training records for all staff.
 - b) Personnel records shall be made available to HHSC RTC Project upon request. Contractor must be licensed by HHSC Residential Child Care Regulation (RCCR) as a General Residential Operation (GRO) RTC and be in not on heightened monitoring due to safety risk, on probation, or on corrective action with RCCR based on RCCR regulation activities.
 - c) Contractor shall notify HHSC RTC Project by email to RTCProject@hhs.texas.gov if their licensure status changes, including being placed on corrective or adverse action. HHSC RTC Project reserves the right to suspend referrals or terminate contract if HHSC

- RTC Project determines that the Contractor does not meet the core requirements outlined in the contract.
- d) Contractor shall comply with Health Information Portability and Accountability Act (HIPAA) requirements and all other applicable laws at all times.
 - e) Contractor shall supply the Child and parent/guardian/LAR with a list of residents' rights and responsibilities as well as a formal complaint process while a resident of the RTC.
 - f) Contractor shall provide families with a clear system for communicating with the Child. In accordance with this section, nothing herein shall be construed as prohibiting or penalizing communication between Contractor and the Child and parent/guardian/LAR regarding available treatments options, including Medically Necessary or appropriate care for the Child. The Contractor shall facilitate access to the Child so long as it is not interfering with the course of treatment. Contractor shall not restrict contact with the Child's LAR based on the Child's behavior or use as a form of discipline.
 - g) Contractor shall ensure physical safety of all RTC residents at all times.
 - h) Contractor shall maintain an inventory of the Child's clothing and personal items that are of substantial medical, monetary, or sentimental value by:
 - i) Completing an inventory of clothing and personal items at admission; and
 - ii) Updating the inventory of clothing and personal items at least quarterly and at time of discharge.
 - i) Regarding room, board and furnishings, Contractor shall:
 - i) Provide the Child with a bed, sheets, towels, blankets, bedspreads, pillows, mattresses, and other furnishings necessary to meet the Child's needs. Contractor shall ensure that items are kept clean and in good repair.
 - ii) Ensure the Child has personal storage space for their clothing and personal items.
 - iii) Ensure the Child wears clothing that is clean, in good repair, and appropriate to the weather and/or activity in which the Child is participating.
 - iv) Provide behavioral, gender and age-appropriate living arrangements for the Child.
 - j) Contractor shall conduct and document in personnel files DFPS background checks, found at: https://www.dfps.state.tx.us/Background_Checks/default.asp, on the Contractor's employees, subcontractors, volunteers, and all individuals who have direct contact with the Child or direct access to their records.
 - k) Contractor shall have a written disaster and emergency response plan, policies and procedures to address internal and external emergencies. Disasters may include but are not limited to acts of nature (such as floods, hurricanes, fires or tornadoes), chemical or hazardous material spills, critical equipment failure, weapons of mass destruction events, and acts of terrorism. In the event of an emergency requiring evacuation or quarantine, the Contractor is responsible for maintaining the safety and placement of the Child resident in its care. All staff and

- subcontractor of the Contractor must be aware of the disaster plan requirements and be prepared to fulfill their role in executing the plan.
- l) Contractor shall at all times, permit access to all Children placed by HHSC to HHSC, the respective LMHA or LBHA RTC Project Liaison or Continuity of Care Liaison, and parent/guardian/LAR.
 - m) Contractor shall communicate disaster plans to HHSC and parent/guardian/LAR in the case of a disaster response initiative.
 - n) Contractor shall ensure the family remains connected to the LMHA or LBHA throughout the duration of residential services. If LAR chooses not to participate in LMHA or LBHA services, RTC services may be at risk.
 - o) Contractor is required to participate in training provided by an HHSC approved entity.
 - p) Contractor is required to attend technical assistance calls hosted by HHSC RTC Project.
 - q) Contractor shall report number of available beds to the HHSC RTC Project email at RTCProject@hhs.texas.gov **on a monthly basis** via email. If Contractor is aware of vacancies prior to the standard two-week notification, such information should be **provided immediately**.
- 9) Additional Contractor Services
- a) Contractor shall refer the Child to other resources when the Child has special needs the facility cannot provide for or when another resource may be more appropriate to provide for those needs. Referrals may include but are not limited to:
 - i) Computerized Tomography (CT) Scans, magnetic resonance imaging (MRIs), and other radiographic assessments;
 - ii) Clinical examinations, assessments, and consultations that are not within the professional domain of the RTC staff;
 - iii) All procedures (elective and non-elective);
 - iv) Dental care; and
 - v) The prescription and preparation of appropriate hearing aids, eyeglasses, and other prosthetic devices.
 - b) Contractor shall make referrals for medical/dental services only to appropriately licensed facilities or clinicians that have been approved by the RTC Director of Medical Services.
 - c) Contractor shall provide emergency first aid at the RTC. More definitive and comprehensive emergency services shall be provided by licensed emergency transports and a joint commission accredited hospital/facility.
- 10) Appeals of Clinical Necessity:
- a) Appeals: In the event that HHSC notifies Contractor that (i) proposed treatment or services for a referred Child will not be Certified; or (ii) treatment or services for a referred Child which had previously been Certified will no longer be Certified, Contractor shall not be entitled to an appeal of such non-Certification.
 - b) Section Survival: The terms of this Article shall survive the termination of this OE and shall supersede any oral or written agreement entered into by any Child or other person acting on the Child's behalf that is contrary to this Article.
- 11) Records and Information:
- a) Maintaining Records: Contractor shall retain all records and information related to services provided pursuant to this OE for

seven years from the date of service, except records relating to matters in litigation must be retained for **seven years or five years** following the termination or resolution of such litigation, whichever is longer. Contractor's obligations to retain records and provide information hereunder shall survive the termination of this OE. The records maintained by Contractor with respect to the Child shall be and remain the property of Contractor.

- b) Access to Records: HHSC shall have access during all hours of program operation to the clinical information, books, records and papers of Contractor regardless of the media in which they are maintained relating to: (i) treatment or services provided to any referred Child (ii) payments received from referred Child Members or from others on their behalf (hereinafter collectively referred to as "Documentation"). Upon 5 days prior notice and without any cost to HHSC, Contractor shall allow HHSC to conduct an on-site audit of such Documentation. At Contractor's discretion, Contractor may send HHSC copies of the Documentation with the letter of request, so that HHSC may conduct such audit in HHSC' office.
- c) Transferred Records: Upon request of HHSC, Contractor shall, at its own expense, promptly provide HHSC with electronic or paper copies of all clinical records and information in specific to a referred Child in accordance with such request.
- d) Record Confidentiality: The obligations set forth in this section shall be subject to applicable law pertaining to the confidentiality of medical, mental health or substance abuse records and shall survive the termination of this OE and Contract. Contractor will be responsible for obtaining any necessary referred Child consent to release such records to HHSC.
- e) Incident Reports: Contractor shall complete incident report forms and submit them to HHSC RTC Project **within 24 hours** of the incident or upon knowledge of when the incident occurred.

8.4 STATEMENT OF SERVICES TO BE PROVIDED

The Contractor must:

- 1) Provide psychotherapy services that include individual and family therapy;
- 2) Psychopharmacological therapy for the treatment of psychiatric illness with psychotropic medication on an ongoing basis if indicated based on psychiatric evaluation;
- 3) Integrate a trauma-informed care approach into the care, treatment, and supervision of each child. Trauma-informed care is care that is child and family-centered and takes into consideration:
 - a) The unique culture, experiences, and beliefs of the child and family;
 - b) The impact traumatic experiences have on the life of the child;
 - c) The symptoms of childhood trauma;
 - d) An understanding of the child's personal trauma history;
 - e) The recognition of the child's trauma triggers;
 - f) Methods of responding that improve the child's ability to trust, to feel safe, and to adapt to changes in the child's environment; and
 - g) The impact traumatic experiences have on the child's family.

- 4) Include habilitation activities, such as vocational services, as appropriate; and
- 5) Provide services in accordance with the Contract.
- 6) Establish a provider specific policies and procedures manual that aligns with the RTC requirements. A copy of this manual will be provided at request to HHSC through the RTC Project. At minimum, policies and procedures must include:
 - a) Required admission information. This should include copies of the following documents:
 - i) Birth certificate;
 - ii) Social security card;
 - iii) Any legal court orders;
 - iv) Last physical, dental, and vision exams;
 - v) Medicaid card;
 - vi) Immunizations;
 - vii) TB test; and
 - viii) Any school records to include ARD/IEP
 - ix) 30-day supply of medication if applicable
 - b) Insurance verification procedures;
 - c) Visitation guidelines;
 - d) School enrollment information;
 - e) Treatment team scheduling and planning;
 - f) Safety protocols (if applicable);
 - g) Disciplinary procedures and processes;
 - h) Complaint and reporting numbers and processes; and
 - i) Discharge planning for successful and unsuccessful completion of the project

The Contractor must assign an LPHA for each child. The LPHA or treatment director must:

- 1) Ensure the delivery of therapeutic services to the child;
- 2) Provide recommendations for the child's service plan, in consultation with the treatment and recovery planning team; and
- 3) Provide recommendations for the child's discharge plan in consultation with the treatment and recovery planning team.

The Contractor must notify all members of the treatment and recovery planning team in writing at least two weeks in advance of the child's treatment and recovery plan meetings.

- 1) If the child's treatment and recovery planning team determine the child needs continued residential treatment beyond six months, and the Contractor does not have an agreement for an extended treatment curriculum with HHSC, the Contractor must:
 - a) Submit a request to the RTC Project team for the child's ongoing treatment during the fifth month of treatment in accordance with the RTC Project policy manual posted on the HHSC website (<https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/behavioral-health-provider/rtc-flyer.pdf>); and

- b) Document in the child's service plan the need for an anticipated length of stay beyond the six-month timeframe, and why a less intensive level of care is not appropriate.
- 2) The service plan must:
 - a) Be approved by the treatment and recovery planning team and must meet the requirements outlined in 26 TAC §748, Subchapter I (relating to Admission, Service Planning, and Discharge); and
 - b) Be reviewed monthly, and updated at least every 90 calendar days, in accordance with 26 TAC §748, Subchapter I. If the child's needs change, the service plan must be updated to address the changes.
- 3) The child's LAR must be included by the Contractor in developing the child's service plan, and in meetings to the greatest extent possible, as provided in the [Residential Treatment Center Project Family Agreement](#).
- 4) If the child's LAR, or other parties responsible for the child's care are unable to participate, the Contractor must review the service plan to ensure that the child's service plan goals and level of care adequately address the child's treatment needs.

8.5 PERFORMANCE CRITERIA

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

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

8.5.1 SPECIFIC PERFORMANCE STANDARDS

Contractor shall comply with all obligations and duties under the Contract. In addition, the Contractor shall adhere to the following performance standards outlined below as well as defined in 26 TAC §307.221. The Contractor shall:

- 1) Unless directed to use an automated system chosen by HHSC, submit reports, Deliverables or other information required by HHSC electronically to mhcontracts@hhsc.state.tx.us with a copy to Contractor's assigned contract manager and HHSC RTC Project. If Contractor must submit Deliverables or other information required by HHSC via mail or fax, Contractor shall use the following information:
 - a. PO Box Address: Health and Human Services Commission, Mental Health Contracts Management Unit (Mail Code 2058) P.O. Box 13247, Austin, TX 78711-3247; or

- b. Physical Address: Health and Human Services Commission, Mental Health Contracts Management Unit (Mail Code 2058), 909 West 45th Street, Bldg. 552, Austin, TX 78751; or
 - c. Fax: (512) 206-5307.
- 2) Provide HHSC with 24-hour phone and email contact information.
 - 3) Provide focused, intensive treatment services as outlined in the Scope of Work with an expected length of stay of six to nine months.
 - 4) Submit to HHSC by the 5th month, and where applicable, a written request to extend the length of stay for the Child based on progress in treatment. Contractor shall include updated progress note(s) to support the request. This extension shall be reviewed by HHSC RTC Project, who shall notify Contractor of an approval or denial within seven days.
 - 5) At the time of discharge, document in the goal reviews contained in the discharge summary the percentage of goals and objectives on which the Child made improvement and shall describe the course of treatment. In the description of the course of treatment, documentation of the specific treatment plan adjustments made each time the individual's behavior or psychological condition deteriorated or plateaued, as well as, the individual's response to the changes should be included.
 - 6) Shall inform HHSC no later than the following business day should the Child experience a change in status which includes but is not limited to hospitalization or juvenile detention placement.
 - 7) Shall submit all ITPs within 5 days of completing an ITP.
 - 8) Shall submit all monthly Recovery Team meeting notes by the 30th of each month.

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.
- 2) The Contractor shall at all times employ sufficient personnel to carry out functions and services in the manner and time prescribed by the Contract.
- 3) 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.
- 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.

8.7 NOTICE OF CRIMINAL ACTIVITY

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

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

This is a continuing disclosure requirement; prior to Contract award, if any, Applicants must notify the HHSC Sole Point of Contact within five days of the date Applicant learns of actions set forth in subsections (a) and (b) above. Additionally, this is a continuing disclosure requirement for each Contractor, during the term of the Contract, to immediately report, in writing, to the HHSC contract manager when Contractor learns of or has any reason to believe it or any 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 HHSC contract manager.

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

Key personnel with misdemeanor offenses must receive prior approval by the HHS Agency before being allowed to work under this contract.

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

8.8 NOTICE OF INSOLVENCY OR INDEBTEDNESS

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

8.9 BACKGROUND CHECKS FOR PERSONNEL

The Contractor shall conduct and document in personnel files DFPS background checks, found at https://www.dfps.state.tx.us/Background_Checks/default.asp, on the contractor's employees, subcontractors, volunteers, and all individuals who have direct contact with the Child or direct access to their records.

8.10 INVOICE REQUIREMENTS AND PAYMENT

8.10.1 INVOICE REQUIREMENTS

Provider shall request payment monthly on or before the 15th month following the month of service, using the State of Texas Purchase Voucher Form 4116, which is incorporated by reference and published at <https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase-voucher>.

Provider shall submit detailed and accurate monthly invoices to HHSC which shall include, at a minimum:

- a. Provider's name and address;
- b. Federal ID or Texas CPA Payee ID;
- c. Contract Number;
- d. Service dates;

- e. Total number of days the child was in service during the month of service; and
- f. Any additional supporting documentation required by this Contract, or as requested.

Each invoice must be submitted electronically with any required or requested supporting documentation to the Claims Processing Unit at hhsc_ap@hhsc.state.tx.us with a copy to mhcontracts@hhsc.state.tx.us, the assigned Contract Manager and the Program Liaison. Alternative submission arrangements must be approved by the assigned HHSC Contract Manager.

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

8.10.2 PAYMENT

HHSC will compensate Applicants receiving contracts under this OE using a fee-for-services payment method for 24-hour residential child care at the Intense Plus service level established by DFPS and published at: https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/Rates/default.asp. The compensation from HHSC will only cover room and board. The contractor must bill the Child's insurance, Medicaid or other third-party payors for all clinical services provided with the Residential Treatment Center.

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, found in Appendix C. The Applicant must complete, sign, and return with its Application Appendix C (Texas HHS System - Data Use Agreement – Appendix C).

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 HHSC, that is not accepted in writing by HHSC, or that

conflicts with applicable law, this OE, any resulting Contract, or applicable terms and conditions will not constitute part of the Contract.

8.13 STANDARDS OF CONDUCT FOR APPLICANTS

Pursuant to 1 TAC 391.405(a), contractors, Applicants, 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 contract(s) 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, Applicants, and vendors.

Standards of conduct of any Contractor, Applicant, 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 an Applicant'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. HHSC CONTRACT ADMINISTRATION

HHSC will designate a Contract Manager and provide the manager's contact information to the Provider.

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. INSURANCE REQUIREMENTS

10.1. INSURANCE COVERAGE

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

Contractor shall submit bond documentation and current certificates of insurance or other proof acceptable to HHSC at the time of notification of a potential award and such proof must be received by HHSC prior to execution of any Contract.

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

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

10.1.1. SPECIFIC INSURANCE REQUIREMENTS

For the full term of the Contract, including the original Contract term and all periods of renewal and all additional extensions, Contractor and its Subcontractors, if any, shall obtain and maintain all insurance coverage as set forth below. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

Workers' Compensation & Employer's Liability

Contractor shall maintain Workers' Compensation insurance coverage.

Employer's Liability: Each Accident \$1,000,000

Disease: Each Employee \$1,000,000

Disease: Policy Limit \$1,000,000

Commercial Automobile Liability

Coverage provided should include any automobile, including hired and non-owned automobile liability at: \$1,000,000 combined single limit for each accident.

Commercial General Liability

Occurrence Based:

Bodily Injury and Property Damage

Each Occurrence Limit: \$1,000,000

Aggregate Limit: \$2,000,000

Medical Expense Each Person: \$5,000

Personal Injury and Advertising Liability: \$1,000,000

Products / Completed Operations Aggregate Limit: \$2,000,000

Damage to Premises Rented to HHSC or Affiliated Entity: \$50,000

Abuse and Molestation Endorsement

Professional Liability

Per Occurrence: \$1,000,000

Umbrella Liability Insurance

\$2,000,000 that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages.

Cyber/Privacy Liability Insurance Policy

Per Claim/Aggregate: \$1,000,0000

Crime Insurance

Per Occurrence: \$1,000,000

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

- (1) have both a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.;
- (2) have a Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.; and
- (3) are duly licensed, admitted and authorized to do business under the laws of the State of Texas.

HHSC shall be named as the obligee in each required bond.

All required insurance contracts must:

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

- (2) include a Waiver of Subrogation Clause in favor of the State of Texas and its officers, directors, and employees for bodily injury (including death), property damage or any other loss.

Each insurance policy, other than workers' compensation, employer's liability and professional liability, must name the State of Texas and its officers, directors, and employees as additional insureds on the original policy and all renewals or replacements.

The insurance shall be evidenced by delivery to HHSC of certificates of insurance executed by the insurer or its authorized agency stating coverage, limits, expiration dates, and compliance with all required provisions. Upon request, HHSC shall be entitled to receive, without expense, certified copies of the policies and all endorsements. Except as otherwise provided herein, required coverage must remain in full force and effect throughout the term of the Contract and any extensions thereof, and provide adequate coverage for incidents discovered after termination of the Contract.

Contractor shall:

- (1) provide written notice to [contract management office] by email at [email address] and by U.S. first class, certified mail to [Address] at least 30 calendar days prior to any cancellation, non-renewal, or material change of a required policy;
- (2) ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor's performance under the Contract; and
- (3) deliver to [contract management office] by email at [email address] and by U.S. first class mail to [Address] all renewal policies at least ten (10) calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth herein.

Contractor must submit original certificates of insurance for each required insurance contract, and any renewals thereof, within 15 days after contract execution. Renewal certificates shall be submitted prior to or at least days after expiration of the existing policy. Applicants must submit required bonds when and as provided in sections of this OE outlining bond requirements.

Contractor shall ensure that all Contract provisions concerning liability, duty, and standard of care, together with all indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include the obligations under any contract awarded as a result of this OE. In addition, Contractor shall be responsible for ensuring all Subcontractors used in the performance of the Contract maintain the insurance required in this section (covering all goods and services provided by the Subcontractors) throughout the Contract term and all renewals.

SECTION 11. CONFIDENTIAL OR PROPRIETARY INFORMATION

11.1. PUBLIC INFORMATION ACT

Applicant Requirements Regarding Disclosure

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

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

a. Mark Original Application:

- (1)** Mark the original Application, on the top of the front page, the words "CONTAINS CONFIDENTIAL INFORMATION" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger); and
- (2)** Identify, adjacent to each portion of the Application that Applicant claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the original Application).

b. Certify in Original Application - HHS Solicitation Affirmations (attached as Exhibit A, HHS Solicitation Affirmations, Version 2.4, Effective August 2023, to this OE): certify, in the designated section of the HHS Solicitation Affirmations, Applicant's confidential information assertion and the filing of its Public Information Act Copy; and

c. Submit Public Information Act Copy of Application: submit a separate "Public Information Act Copy" of the original Application (in addition to the original and all copies otherwise required under the provisions of this OE). The Public Information Act Copy must meet the following requirements:

- (1)** The copy must be clearly marked as "Public Information Act Copy" on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);
- (2)** Each portion Applicant claims is exempt from public disclosure must be redacted; and

- (3) Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in subsection (c) of this section must be identical to those set forth in the original Application as required in section a(2), above. The only difference in required markings and information between the original Application and the "Public Information Act Copy" of the Application will be redactions - which can only be included in the "Public Information Act Copy." There must be no redactions in the original Application.

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

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

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

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

HHSC will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this OE process, Applicant acknowledges that all information, documentation, and other materials submitted in the Application in response to this OE may be

subject to public disclosure under the PIA. HHSC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Applicants are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. HHSC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Applicants.

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

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

11.2. APPLICANT WAIVER – INTELLECTUAL PROPERTY

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

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 will be disqualified.**

SECTION 13. REQUIRED APPLICATION DOCUMENTS

Documentation Required for Submission

All documentation listed must be returned for a complete Application. Provide the documentation in the same sequence as outlined below by using the Item number(s) and title(s) as necessary.

Applicants must follow all Application organization and submission instructions in Sections 13 and 14. Failure to follow these instructions may, at HHSC's sole discretion, result in rejection of the Application.

Complete, sign and submit, where appropriate, attachments/exhibits using the following labeling structure: Exhibit A – HHS Solicitation Affirmations, Version 2.4, Effective August 2023, or Attachment 1 – Minimum Qualifications.

1. Appendix A – Checklist for Submission

2. Exhibit A – HHS Solicitation Affirmations, Version 2.4, Effective August 2023

Must be completed and signed.

Important Note: Applications received without the signed Exhibit A – HHS Solicitation Affirmations, Version 2.4, Effective August 2023, will be disqualified.

3. OE Addenda, if applicable - signed

4. Exhibit E - DUA, – Attachment 2 (Security and Privacy Initial Inquiry)

Completed and signed

5. Exhibit F - Applicant Information Form

- Contact Information
- Mission and Vision Statements
- RTC Program Information
- Court or Governmental Agency Proceedings, Investigations, or Other Actions
- Former Employees of a Texas State Agency
- Notice of Insolvency or Indebtedness
- Service Plan

6. Required Experience – Reference Section 7.1

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

7. Licensure or Accreditation – Reference Section 7.2

Applicant and all personnel and technicians assigned to provide services under the Contract must have all permits, licenses, and certifications required by applicable law. Provide current copies of all required Licensure and Accreditation for the Applicant and Applicant's personnel as applicable.

8. Organizational Chart and Key Personnel

Applicant must provide an organizational chart for the key staff members who will be responsible for the performance of the services requested under this OE. The organizational chart must align with the Applicant Contact Information included in Exhibit F – Applicant Information Form. Include profiles and resumes for all staff. The profiles and/or resumes shall include the first, middle name or initial, and last names for all key staff.

9. Notice of Criminal Activity -Reference Section 8.7

10. Notice of Insolvency or Indebtedness – Reference Section 8.8

11. Policy and Procedure Manual

Attach to Application

<p>12. Applicant Business Structure or Company Type - Provide the entity type (e.g., Private, Non-Profit, State Agency, Local Government, etc.). If Corporation, provide State of Incorporation and filing number. Attach to Application</p>
<p>13. Articles of Incorporation or Bylaws Attach to Application</p>
<p>14. Organizational Brochure Attach to Application</p>
<p>15. Insurance – Reference Section 10 Applicant must provide proof of insurance or a statement of its intent to obtain and maintain for the term of the Contract (and any renewal periods or additional extensions) the minimum insurance coverage specified or, as applicable, any bonds required. Applicant should also describe other insurance coverage maintained in the ordinary course of business and provide proof of same in its Application.</p> <p>HHSC may designate a deadline for submission of proof of required insurance. Failure to timely submit acceptable proof may result in HHSC’s revocation of the award.</p>
<p>16. Public Information Act Copy of Application, if applicable – Reference Section 11.1(c)</p>

SECTION 14. APPLICATION SUBMISSION REQUIREMENTS

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

The complete Application must be submitted on or before the enrollment period close date listed in Section 1, Schedule of Events, to:

Mental Health Contract Management Unit
Email: mhcontracts@hhsc.state.tx.us

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements and ensuring timely receipt by HHSC. Applications must be organized and titled as outlined in Section 13, and **Appendix A – Checklist for Submission.**

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

The Application must be submitted by e-mail in a searchable (i.e., no handwriting or scanned documents) portable document format (PDF). Modification of any document, attachment, or exhibit may, in HHSC’s sole discretion, result in rejection of the Application.

14.1. 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 Section 13, Required Application Documents and ensuring timely e-mail receipt by HHSC.

The Application, including all documentation outlined in Section 13, must be sent in its entirety in one or more e-mails.

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

The e-mail subject line should contain the program abbreviation (RTC) – Open Enrollment Number, Entity Legal Name and number of e-mails if more than one (e.g., RTC - HHS0013982 -Entity Name - E-mail 1 of (number of emails)). The Applicant is solely responsible for ensuring that Applicant's complete electronic Application is sent to, and actually RECEIVED by, HHSC at the proper destination server before the submission deadline.

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

IMPORTANT NOTE: HHSC recommends a 10MB limit on each attachment. This may require Applicants to send multiple e-mails to HHSC, at MHContracts@hhsc.state.tx.us, 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. HHSC is not responsible for documents that cannot be read or converted. Unreadable applications may be, in HHSC's sole discretion, rejected as nonresponsive.

Please be aware Internet Service Providers may limit file sizes on outgoing emails; therefore, it is recommended Applications not contain graphics, pictures, letterheads, etc., which consume a lot of space. These typically include *.tif/*.tiff, *.gif, & *.bmp file extensions, but may use others, as well. HHSC's firewall virus protection runs at all times, so during times of new active virus alerts, incoming traffic may be delayed while virus software scans emails

with attachments. HHSC takes no responsibility for e-mailed Applications that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any HHSC anti-virus or other security software.

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

14.2. RECEIPT OF APPLICATION

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

HHSC will NOT be held responsible for any Application that is mishandled by the Applicant, any Applicant's delivery or mail service or for Applications sent by 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 issuance of this OE nor retention of Applications constitutes a commitment on the part of HHSC to award a Contract. HHSC maintains the right to reject any or all Applications and to cancel this OE if HHSC, in its sole discretion, considers it to be in the best interests of HHSC to do so.

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

HHSC reserves the right to select qualified Applicants to this OE with or without discussion of the Applications with Applicants. It is understood by Applicant that all Applications, contracts, and related documents are subject to the Texas Public Information Act.

15.1. INITIAL SCREENING OF APPLICATIONS

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.

HHSC reserves the right to:

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

Informalities:

HHSC reserves the right to waive minor informalities in an Application. A "minor informality" is an omission or error that, in HHSC's determination if waived or modified when screening Applications, would not give an Applicant an unfair advantage over other Applicants or result in a material change in the Application or OE requirements.

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

Note: Any disqualifying factor set forth in this OE does not constitute an informality (e.g., **Exhibit A, HHS Solicitation Affirmations, Version 2.4, Effective August 2023**, which must be signed and submitted with the Application).

15.2. VERIFICATION OF PAST VENDOR PERFORMANCE

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

Applicants may be rejected as a result of unsatisfactory past performance under any contract(s) 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:

- 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 has been under repeated corrective action plans 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 twelve months for non-performance or sub-standard performance, OR
- f. Applicant has failed, after three attempts, to submit a satisfactory Application (i.e., Applicant and its Application passes all screening and evaluation components and is determined by HHSC sufficient to be considered for award), OR
- g. Applicant submits an Application under this OE within one year (i.e., 365 calendar days) of a rejected application under this OE, OR
- h. An Applicant employee, officer, or agent attempts to influence the outcome of HHSC's review through contact with any HHSC staff member outside of the Point of Contact listed in Section 4.1, OR
- i. Applicant submits an Application that plagiarizes completely, or in part, work from another organization.

In addition, HHSC may examine other sources of vendor performance, which may include information provided by any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government.

The performance information may include, but is not limited to:

- Notices of termination,
- Cure notices,
- Assessments of liquidated damages,
- Litigation,
- Audit reports, and
- Non-renewals of contracts.

Further, HHSC, at its sole discretion, may initiate investigations or examinations of vendor performance based upon media reports. Any negative findings, as determined by HHSC in its sole discretion, may result in HHSC removing the Applicant from further consideration for award.

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

- a. Applicant is ineligible for reapplication; or

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

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.

The Applicant's Legal Name and, if applicable, Assumed Business Name (D.B.A.) will be used to conduct these checks.

Applicants found to be barred, prohibited, or otherwise excluded from Contract award will be disqualified from further consideration.

a. State of Texas Debarment

Must not be debarred from doing business with the State of Texas through the Comptroller of Public Accounts (CPA):
<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

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

Must not be excluded from contract participation at the federal level. This verification is conducted through SAM, official website of the U.S. Government which may be accessed at this link:
<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

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

c. Divestment Statute Lists

Must not be listed on the Divestment Statute Lists provided by CPA which may be accessed at: <https://comptroller.texas.gov/purchasing/publications/divestment.php>

1. Companies that Boycott Israel;
2. Scrutinized Companies with Ties to Sudan;
3. Scrutinized Companies with Ties to Iran;
4. Financial Companies that Boycott Energy Companies;
5. Designated Foreign Terrorist Organizations; and
6. 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/>.

16.2.2. ADDITIONAL REQUIRED PRE-AWARD VERIFICATIONS

After the checks performed in Section 16.2.1, the following verifications will be conducted for each Applicant. The verifications will be based on the legal name and, if applicable, the Assumed Business Name (D.B.A.), and/or the Secretary of State (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, Version 2.4, Effective August 2023**.

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

a. Texas Franchise Tax Status

The Texas franchise tax is a privilege tax imposed on each taxable entity formed or organized in Texas or doing business in Texas. Although not all entities are required to file or pay franchise taxes, HHSC will process a search of the Applicant through the CPA Franchise Tax system to verify the Applicant is in good standing.

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

b. Texas Warrant Hold Status

The check for warrant holds through the CPA is required to determine if an Applicant is on hold for any reason. Texas Government Code § 2252.903 requires agencies to verify the warrant hold status no earlier than the seventh day before and no later than the day of contract execution for transactions involving a written contract. In accordance with **Section 3.3 of Exhibit B, Uniform Terms and Conditions**, payments under any Contract resulting from this OE will be applied directly toward eliminating the Applicant’s debt or delinquency regardless of when it arises.

c. Texas Secretary of State

Must be registered, if required by law, with the Texas Secretary of State as a public or private entity eligible to do business in Texas: <https://direct.sos.state.tx.us/acct/acct-login.asp>.

16.3. AWARD TO GOVERNMENTAL ENTITIES

If Applicant is a governmental entity, responding to this OE in its capacity as a governmental entity, certain terms and conditions may not be applicable including, but not limited to, any HSP requirement. Furthermore, to the extent permitted by law, if an Application is received from a governmental entity, HHSC reserves the right to enter into an interagency or interlocal agreement with the governmental entity.

SECTION 17. DISCLOSURE OF INTERESTED PARTIES

Subject to certain specified exceptions, Section 2252.908 of the Texas Government Code, Disclosure of Interested Parties, applies to a contract of a state agency that

has a value of at least \$1 million or that is for services that would require a person to register as a lobbyist under Chapter 305 or that requires an action or vote by the governing body of the agency before the contract may be signed. One of the requirements of Section 2252.908 is that a business entity (defined as "any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation") must submit a Form 1295, Certificate of Interested Parties, to the state agency at the time the business entity submits the signed contract to the agency.

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

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

For further information reference:

- a. Section 2252.908 of the Texas Government Code, which can be accessed at: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm#2252.908>;
and
- b. Title 1, Chapter 46, Disclosure of Interested Parties of the Texas Administrative Code which can be accessed at: [https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=1&pt=2&ch=46&rl=Y](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=2&ch=46&rl=Y).

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