**Residential Treatment Center Private Bed Purchase**

**Open Enrollment Number:** **HHS0013982**

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| **Addendum Nbr: 1**  **Addendum Date: November 1, 2024** | | | |
| **Item** | **Purpose of Change** | **Previous** | **Revision** |
|  | Revised language for clarity. | 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. | Section 10. Insurance Requirements  10.1. Insurance Coverage  In its Application, Applicant must provide a copy of the insurance policy 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 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. |
|  | Inaccurate insurance submission information. | Section 10. Insurance Requirements  10.1.1. Specific Insurance Requirements  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. | Section 10. Insurance Requirements  10.1.1. Specific Insurance Requirements  Contractor shall:   1. provide written notice to the Contract Management Unit by email at [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov) and the RTC Project by email at [RTCProject@hhs.texas.gov](mailto:RTCProject@hhs.texas.gov) 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 the Contract Management Unit by email at [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov) and the RTC Project by email at [RTCProject@hhs.texas.gov](mailto:RTCProject@hhs.texas.gov) 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. |
|  | Incorrect Version of Uniform Terms and Conditions | Uniform Terms and Conditions – Grant Version 3.3 | Uniform Terms and Conditions – Vendor Version 3.4 (November 2023) |
|  | Child is not a defined term and does not require capitalization in most instances. | References to Child or Children. | All references within the Open Enrollment to “Child” that are not a document name or proper name are hereby replaced with “child”. |
|  | Intense plus is not a defined term and does not require capitalization in most references. | References to Intense Plus. | All references within the Open Enrollment to “Intense Plus” are hereby replaced with “intense plus”. |
|  | Revised language for clarity. | III. Contractor (Provider) Responsibilities 4.a.vi  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**. | III. Contractor (Provider) Responsibilities 4.a.vi  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 calendar days of admission**. |
|  | Revised language for clarity. | III. Contractor (Provider) Responsibilities 5.iii.4  All sessions should be enacted on a weekly basis by the 6th week after the child has been admitted to the RTC. | III. Contractor (Provider) Responsibilities 5.iii.4  All sessions should be conducted on a weekly basis by the 6th week after the child has been admitted to the RTC. |
|  | Fixed hyperlink to the Residential Treatment Center Project Family Agreement. | [Residential Treatment Center Project Family Agreement](https://www.bing.com/search?q=residential+treament+center+project+family+agreement&cvid=bdef7a751c5f4503bd275c2c58b28eaf&gs_lcrp=EgZjaHJvbWUyBggAEEUYOTIICAEQ6QcY_FXSAQg4Nzc5ajBqMagCALACAA&FORM=ANAB01&PC=U531). | [[Residential Treatment Center Project Family Agreement](https://www.bing.com/search?q=residential+treament+center+project+family+agreement&cvid=bdef7a751c5f4503bd275c2c58b28eaf&gs_lcrp=EgZjaHJvbWUyBggAEEUYOTIICAEQ6QcY_FXSAQg4Nzc5ajBqMagCALACAA&FORM=ANAB01&PC=U531)](https://www.hhs.texas.gov/sites/default/files/documents/laws-regulations/forms/3301/3301.pdf). |
|  | Revised language for clarity. | III. Contractor (Provider) Responsibilities 11.a   * 1. 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. | III. Contractor (Provider) Responsibilities 11.a   1. 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. Records relating to matters in litigation must be retained for seven years or for 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. |
|  | Revised language for clarity. | 8.3 Contractor (Provider) Responsibilities 11.b   1. 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. | 8.3 Contractor (Provider) Responsibilities 11.b   1. 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 the referred child’s providers 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. |
|  | Revised language for clarity. | 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>. | 8.10.1 Invoice Requirements  Provider shall request payment monthly on or before the 15th day of each 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>. |
|  | Items Missing in Section 13 | Missing Exhibit C and D | Added Exhibit C and D to table and updated numbering. |

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