



TEXAS
Health and Human Services

Notice of Open Enrollment
for
Staffing Agency Services Covering Health Professionals
and
Allied Health Professionals
for the
Health & Specialty Care System
of the
Health & Human Services Commission

Enrollment Number HHS0015313

Enrollment Period Opens: September 1, 2024

Enrollment Period Closes: August 31, 2026

Class-Item Code
948-64, 948-74, 948-00, 952-00

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1. GENERAL INFORMATION

1.1. Introduction

Through this Open Enrollment, the Texas Health & Human Services Commission (HHSC) seeks to contract with staffing agencies that specialize in providing health professionals and allied health professionals for both short-term and long-term assignments at the Texas State Supported Living Centers (SSLCs) and Texas State Hospitals mental health facilities. HHSC seeks staffing agencies that can render services in a timely, professional, efficient, and cost-effective manner while ensuring the highest standards of performance, integrity, customer service, and fiscal accountability.

Note: *This Open Enrollment will result in multiple contract awards to ensure complete service coverage.*

1.2. Definitions

Refer to Exhibit E, HHSC Uniform Terms and Conditions-Vendor for additional definitions.

Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Addendum” means a written clarification or revision to this Solicitation issued by the System Agency.

“Applicant” means the entity responding to this Solicitation.

“Contract” means the contract awarded as a result of this Open Enrollment, including all Attachments thereto.

“Contractor” means the business legal entity that is awarded a contract under this Open Enrollment.

“HHSC” means the Texas Health and Human Services Commission.

“HSCS” means Health & Specialty Care Services, the division within HHSC that operates the Texas State Supported Living Centers and Texas State Hospitals.

“Applicant” means the entity responding to this Open Enrollment.

“Facility” means one of the Texas State Hospitals or Texas State Supported Living Centers listed in Exhibit I.

“Solicitation” means this Open Enrollment, including any Exhibits and Addenda.

“SSLC” means the Texas State Supported Living Centers currently operated by HSCS.

“State Hospital” means the Texas State Hospitals currently operated by HSCS.

“State” means the State of Texas and its instrumentalities, including HHSC, the System Agency and any other state agency, its officers, employees, or authorized agents.

1.3.Point of Contact

The sole point of contact for inquiries concerning this Open Enrollment is:

Kellie Marsh, CTCM
HHSC HSCS Contract Specialist
Email: HSCSFacilitiesContracts@hhs.texas.gov

Applicant must direct all procurement communications relating to this Open Enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate contact by the Contract Specialist named above.

1.4. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.4 by the Open Enrollment closing period provided in the Procurement Schedule below. Late Applications will be deemed unresponsive and will not be considered.

Table 1 - Procurement Schedule	
Open Enrollment Period Opens	DATE August 9, 2024
Open Enrollment Period Closes	5:00 PM CT August 31, 2026

1.5. Terms and Conditions

Any Contract awarded as a result of this Open Enrollment shall include the Health & Human Services Uniform Terms and Conditions - Vendor v. 3.4, attached to this Open Enrollment as Exhibit E, and the Health & Human Services Data Use Agreement v.8.5, attached to this Open Enrollment as Exhibit G.

1.6. Background

a. Overview of the Texas Health and Human Services Commission

The Texas Health and Human Services Commission conducts oversight and coordinates the planning and delivery of health and human services programs in Texas. It is established pursuant to Chapter 531, Texas Government Code. The chief executive officer of HHSC is Cecile Erwin Young, Executive Commissioner of the Texas Health and Human Services Commission.

b. Overview of the State Operated Facilities

HSCS oversees the operations of the 12 Texas State Hospitals and the 13 Texas State Supported Living Centers across the State. The State Hospitals are Medicare certified; Medicare approved mental health facilities accredited by The Joint Commission. SSLCs provide facility-based direct services and supports to people with intellectual and developmental disabilities. Both types of facilities provide 24/hour care 365 days/year. Information regarding HSCS and its programs is available online and can currently be accessed at <https://hhs.texas.gov/>.

A list of all the Facilities and their locations is attached as Exhibit L to this Open Enrollment.

1.7. Eligible Applicants

To be eligible to receive an award through this Open Enrollment, Applicants shall:

- a. Be an established company providing staffing agency services (no individuals may apply);
- b. Be registered with the Internal Revenue Service (IRS), having an Employer Identification Number issued by the IRS;
- c. Be capable of providing the services described in subsection 2 of this Open Enrollment;
- d. Accept the requirements of this Open Enrollment;
- e. Submit the Open Enrollment application with all required forms and documents;
- f. Not be debarred from receiving any federal or state funds at the time of contract award;
- g. Be legally authorized to do business in the State of Texas with a franchise tax account status of "Active" with the Texas Comptroller of Public Accounts. Applicants can check their status at <http://www.cpa.state.tx.us/taxinfo/coasintr.html>.
- h. Be authorized as a public or private entity to do business in Texas with the Secretary of State; and

- i. Have no negative reports in the Vendor Performance Tracking System on the Centralized Master Bidder List (CMBL).

1.8. Contract Type and Term

- a. System Agency may award contracts to any Applicant meeting the requirements of this Open Enrollment. It is anticipated that the Contract Term will begin on the Effective Date stated in the Contract and will expire August 31, 2029, unless sooner terminated in accordance with the terms and conditions of the Contract. It is anticipated that no renewals will be permitted under the Contract.

Notwithstanding the limitation in the preceding paragraph, and with at least thirty (30) Calendar Days advance written notice to Contractor, at the conclusion of the Contract Term, System Agency, at its sole discretion, may extend the Contract as necessary to address immediate operational or service delivery needs; to ensure continuity of service; for purposes of transition; or as otherwise determined by System Agency to serve the best interests of the State for up to 12 months, in one-month intervals, at the then-current Contract rate or rates as modified during the term of the Contract.

1.9. Rates and Service Volume

- a. The System Agency will pay for services in accordance with the Staffing Enrollment Rate Schedule, attached as Exhibit B. The Contractor has the option to voluntarily request a rate reduction in writing at any time to System Agency.
- b. No service volume is guaranteed by this Open Enrollment, or constitutes any promise or guarantee of service utilization, by the System Agency.

1.10. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this Open Enrollment on the Texas Health & Human Services Enrollment Opportunities [website](#). HHSC reserves the right to revise the Open Enrollment at any time and to make unilateral amendments to correct grammar, organizational and clerical errors. Each Applicant is responsible for complying with any changes, amendments, or clarifications posted to the website. Applicant must check the website frequently for changes and notices of matters affecting this Open Enrollment. Applicant's failure to check the website periodically will not release the Applicant from its responsibility for complying with any changes, amendments, or clarifications posted to the website.

All questions and comments regarding this Open Enrollment must be sent in writing via email to the HHSC Point of Contact identified in [subsection 1.3](#). Questions must reference the appropriate Open Enrollment page and subsection number. HHSC will post answers to

questions to the Enrollment Opportunities website as appropriate. HHSC reserves the right to amend answers prior to the Open Enrollment closing date.

At all times, Applicant will maintain and monitor at least one active electronic mail (Email) address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

Applicants must notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in this Open Enrollment.

1.11. Open Enrollment Cancellation, Partial Award, or Non-Award

HHSC reserves the right to cancel this Open Enrollment, to make a partial award or to make no award if it determines that such action is in the best interest of the State of Texas.

1.12. Right to Reject Applications or Portions of Applications

HHSC may, in its discretion, reject any and all Applications or portions of an Application.

1.13. Amendments to Applications

Applicants have the right to amend their Applications by submitting a written amendment to the Point of Contact in [subsection 1.3](#) of this Open Enrollment, at any time prior to:

- a. Notification to Applicant that its Application has been deemed unresponsive pursuant to subsection 7.2 of this Open Enrollment; or
- b. The closing of the Open Enrollment period as provided in [subsection 1.4](#) or subsequent addenda is August 31, 2026.

1.14. Corrections to an Application

HHSC may allow for corrections to an Application during the Open Enrollment screening process.

1.15. Joint Applications

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant.

1.16. Withdrawal of Applications

Applicants may withdraw their Application from consideration by submitting a written request for withdrawal to the Point of Contact in [subsection 1.3](#) of this Open Enrollment.

1.17. Debriefing

Applicant who is not awarded a contract may request a debriefing by submitting a written request to the Point of Contact as provided in subsection 1.3 of this Open Enrollment. HHSC's debriefing provides information to the Applicant(s) on the strengths and weaknesses of their Application.

1.18. Protest Procedures

The protest procedure for an Applicant who is not awarded a contract to protest an award or tentative award made by HHS agencies is allowed for competitive procurements. This procurement is non-competitive and cannot be protested as provided in [1 TAC §391.301](#).

2. STATEMENT OF SERVICES

2.1. Need for Services

- a. HHSC Health & Specialty Care System is seeking Contractors to provide staffing agency services including provision of health professionals and allied health professionals. These "Professional Personnel" will serve individuals with intellectual disabilities who reside at the SSLCs or individuals with mental illness who reside at State Hospital mental health facilities. The following is a non-exhaustive list of Professional Personnel that HHSC may request from the staffing agencies:

- Physicians, including primary care physicians and all specialists;
- Physician Assistants;
- Licensed Vocational Nurses;
- Sitters;
- Direct Support Professionals;
- Psychiatric Nursing Assistant;
- Certified Nursing Assistants;
- Pharmacists;
- Pharmacy Technicians;
- Dentists;
- Dental Assistants;
- Dental Hygienists;
- Physical Therapists;
- Physical Therapy Assistants;

- Occupational Therapists;
 - Occupational Therapy Assistants;
 - Speech Language Pathologists;
 - Audiologists;
 - Respiratory Therapists;
 - Dieticians;
 - Psychologists;
 - Psychological Associates;
 - Board Certified Behavior Analysts;
 - Licensed Professional Counselors;
 - Licensed Social Workers;
 - Licensed Sex Offender Treatment Providers; and
 - Lab Technicians.
- b. HHSC HSCS may also seek the services of other individuals licensed, certified, registered, or otherwise authorized by the State to practice health or allied health professions.
- c. Contractors must provide Professional Personnel to serve in a variety of positions, both managerial and non-managerial.
- d. Contractors who can meet the Facility's need must respond to the Email request for Professional Personnel within the allotted timeframe specified to be considered for the provision of contracted services (See [section 6](#)).

2.2. Contractor Requirements

- a. The Contractor shall comply with all federal, state, and local laws, ordinances, and rules, and with the orders and decrees of any court or administrative bodies in any matter affecting the performance of the Contract including, if applicable, workers' compensation laws, minimum wage and maximum hour statutes and rules, and licensing laws and regulations. Contractor shall comply with applicable Joint Commission standards.
- b. The Contractor acknowledges that the Professional Personnel providing services under the contracts entered pursuant to this Open Enrollment are independent Contractors of HHSC. Accordingly, HHSC is not responsible for worker' compensation insurance or providing fringe benefits normally provided to State employees. If the Professional Personnel are employees with the Contractor, the Contractor will be responsible for all employment taxes or other payroll withholding.
- c. The Contractor will comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, regarding employment verification and

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retention of verification forms for any individuals who will perform services under the contract.

- d. The Contractor shall use the U.S. Department of Homeland Security's E-Verify system to determine the employment eligibility of all persons, including subcontractors, assigned by the Contractor to perform Work pursuant to the Contract.
- e. The Contractor shall ensure that Professional Personal are informed regarding their duty to report abuse, neglect and exploitation pursuant to Texas law and regulation.

2.3. Insurance Requirements

The Contractor shall:

- a. Carry director or officer liability insurance coverage in an amount not less than the value of the Contract that is sufficient to protect the interests of the State in the event an actionable act or omission by a director or officer of the Contractor damages the State's interests;
- b. Carry worker's compensation insurance coverage through a licensed insurance company or through self-insurance as provided by Texas Labor Code, Title 5, Subtitle A;
- c. Ensure that all Professional Personnel other than physicians have professional liability insurance to cover their activities under the contracts resulting from this Open Enrollment;
- d. Carry comprehensive general liability insurance with minimum bodily injury limits of \$500,000.00 for each occurrence, and property damage limits of \$500,000.00 for each occurrence to include premises-operations, broad form property damage, personal injury and contractual liability coverage; and
- e. Agree to provide proof of insurance upon request by HHSC.

2.4. Contractor Requirements

- a. The Contractor must adopt and implement workplace guidelines similar to the HHSC HSCS guidelines concerning persons with AIDS/HIV infections as required by Texas Health and Safety Code, Section 85.113.
- b. Contractor shall perform services in accordance with best practices and high professional standards used in well-managed operations that perform services similar to the services described in this procurement. The Contractor shall have available, under its direct employment and supervision, the necessary organization and facilities to properly fulfill Services under the Contract. Only Professional Personnel trained in completing the services shall be utilized for the Contract.
- c. The Contractor must provide a 24-hour contact number and name in case of any urgent issue that may arise. The Contractor or a representative of the Contractor's company must be available at all times.
- d. Contractor will assign the same Professional Personnel as much as possible based on satisfactory performance to assist in continuity of client care.

- e. Contractor may be asked to provide Professional Personnel to work any day of the week and during any shift.
- f. Contractor may be asked to provide Professional Personnel to be on-call.
- g. Contractor will bill for the hours worked on a designated holiday at 1.5 times the standard hourly rate. The designated holidays are limited to New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

2.5. Professional Personnel Qualifications

- a. Professional Personnel must maintain licenses required to practice their professional disciplines, without any restrictions.
- b. Professional Personnel must not be excluded from providing services to persons on Medicare and Medicaid.
- c. Prior to beginning an assignment, Professional Personnel must be able to pass drug screening and criminal history checks, including fingerprint checks, and registry clearance checks. These background checks will be conducted in accordance with Tex. Gov't Code §§ 411.1103 and 411.1144; Tex. Health & Safety Code §§ 533.007 and 555.021; 25 Tex. Admin. Code pt. 1, ch. 414, subch. K, § 414.504; and 40 Tex. Admin. Code pt. 1, ch. 3, subch. B, § 3.201, together with all applicable System Agency policies and regulations. Please note this list is not intended to be exhaustive, and Professional Personnel may be subject to additional requirements. Background checks may be conducted by System Agency, the healthcare facility or by an independent company approved by System Agency or the healthcare facility. The Contractor shall not assign any individual to provide services under the Contract who:
 - 1. Has been convicted of or has received deferred adjudication for any of the criminal offenses listed in the Texas Health and Safety Code §250.006(a);
 - 2. Has been convicted of or has received deferred adjudication for any of the criminal offenses listed Texas Health and Safety Code §250.006(b);
 - 3. Has a criminal history record which under the System Agency's HR Policy Manual and Guidance Handbook or in the healthcare facility's sole discretion, indicates that the individual is not qualified or suitable for the assignment;
 - 4. Has a license listed as revoked in the Texas Medical Board Healthcare Provider Database, if applicable;
 - 5. Has a license listed as revoked in the Texas Board of Nursing License Verification Portal, if applicable;

6. Is listed as revoked in the Temporary staff Aide Registry, if applicable;
7. Is listed as revoked on the Medication Aide Registry, if applicable;
8. Is listed as unemployable in the Employee Misconduct Registry; or
9. Has a confirmation of abuse, neglect, or exploitation in the Client Abuse and Neglect Reporting System (“CANRS”); or
10. Is included in the Office of the Inspector General of the United States Department of Health and Human Services and the Office of the Inspector General of the Texas Health and Human Services List of Excluded Individuals/Entities.

2.6. Professional Personnel Work Requirements

- a. Professional Personnel must have current certification in CPR by a major accrediting organization, e.g., American Heart Association of Red Cross.
- b. Professional Personnel must be able to use an electronic medical record.
- c. Physicians must have Drug Enforcement Administration (DEA) and Department of Public Safety (DPS) controlled substance registrations.
- d. HHSC prefers Professional Personnel physicians to have privileges in good standing with at least one Joint Commission accredited hospital.
- e. Educational program approved by the Texas Board of Nursing or accredited by a national accrediting body recognized by the Texas Board of Nursing.
- f. Doctors must have experience and knowledge in evaluating and diagnosing patients with a variety of psychiatric and general medical conditions.
- g. Doctors must have experience commensurate with performing required medical procedures successfully and knowledge in evaluating, diagnosing, and treating patients with a variety of psychiatric and general medical conditions typical of the persons served by HHSC.
- h. Professional Personnel must have the ability to provide medical examinations, evaluations, consultations, and treatment consistent with professional standards of their professional discipline.
- i. HHSC prefers Professional Personnel to have at least one (1) year experience practicing in their professional discipline.

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- j. Professional Personnel must be at least eighteen (18) years of age and Professional Personnel shall provide usual and customary services of a professional in their discipline.
- k. Contractor shall provide written or dictated reports regarding services performed within guidelines established by the Facility utilizing the Facility's client record systems.
- l. Professional Personnel shall conduct themselves in accordance with the rules of the licensing entity applicable to their profession.
- m. Professional Personnel shall complete the duties assigned by HHSC staff or Contractors above them in the chain of command at the Facility.
- n. Professional Personnel must interact with staff, other Contractors, and consultants of HHSC in a cooperative manner, and will consult with such persons regarding services provided as necessary.
- o. Professional Personnel will complete the training required and provided by the Facility. Contractor will be compensated at the regular hourly contract rate for the hours of training the Professional Personnel attends. The Professional Personnel must demonstrate competence in their professional discipline prior to beginning Work. The Facility will provide the method of demonstrating competence.
- p. While performing Services under the Contract, Professional Personnel must comply with applicable state laws, regulations, and Facility requests regarding personal and professional conduct applicable to the service location and otherwise conduct themselves in a businesslike and professional manner.
- q. Professional Personnel must abide by HHSC site regulations, including speed limits, parking, security regulations, smoking, and the prohibition against carrying firearms and weapons on State property.
- r. Professional Personnel may not use or be under the influence of intoxicants or illegal drugs while on duty and may not bring intoxicants or illegal drugs onto State property.
- s. All Professional Personnel shall undergo testing for commonly abused controlled substances no earlier than thirty (30) days prior to assignment start date. The drug testing will consist of a ten-panel controlled substance test, including the following:

- Marijuana;
- Opiates (including fentanyl, heroin);
- Phencyclidine (PCP);
- Amphetamines (including ecstasy);
- Methamphetamines;
- Cocaine;
- Barbiturates;

Benzodiazepines;
Methadone; and
Propoxyphene.

Professional Personnel test results must be promptly provided to the Facility prior to assignment start date. Testing conducted more than thirty (30) days prior to the assignment start date will not be accepted. All reports will be kept confidential and shall not be released to any third parties without the Candidate's specific written consent. There are no acceptable levels for positive results.

Contractor shall pay for the cost of pre-employment testing of its candidates.

All testing must be conducted by a licensed independent medical laboratory, which will follow established testing standards. Testing shall be conducted on a urine sample provided by the candidate to the testing laboratory under procedures established by the laboratory to ensure privacy of the Professional Personnel, while protecting against tampering or alteration of the test results.

The testing laboratory will retain samples in accordance with Texas law, so that a candidate may request a retest of the sample at his or her own expense if he or she disagrees with the results.

- t. All services and Deliverables under the Contract shall be provided at a quality level and in a manner consistent with industry standards, customs, and practices.
- u. Professional Personnel shall be available for scheduled shifts and provide at least five (5)-calendar days-notice for planned absences, when at all possible. Actual shifts vary from Facility to Facility and may vary for different professions. However, a standard shift is eight (8) hours.
- v. Professional Personnel shall remain on campus during scheduled hours except when specifically assigned to travel off campus for business purposes.
- w. Professional Personnel shall document their hours worked in a Facility Services Log and submit it to the Facility clinical director on a weekly basis.
- x. Professional Personnel shall report abuse, neglect, or exploitation pursuant to Texas law and regulation.

2.7. Shifts, Timesheets, Overtime, and Holidays

Shifts:

- a. Shifts vary from Facility to Facility.

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- b. Professional Personnel provided to HHSC by Contractor under the Contract must be available for scheduled shifts and provide at least five (5) days' notice for planned absences.
 - c. Facility work weeks are Sunday-Saturday.
 - d. Shifts may be scheduled as much as four weeks in advance or as little as two hours in advance.
 - e. If a shift is cancelled two or more hours before it starts, the Facility will not pay for the shift.
 - f. If a shift is cancelled less than two hours before it starts, Facility will pay for only two hours of work.
 - g. If a shift is cancelled after it begins, HHSC will pay for the actual hours worked.
2. Timesheet
- a. All Professional Personnel provided to HHSC by Contractor under the Contract shall document hours worked on a Facility Timesheet by signing in and out on a daily basis.
 - b. Hours worked by Professional Personnel must be authorized and verified daily by the Facility staff manager or Facility designee.
 - c. Facility Timesheets shall be signed weekly by the Professional Personnel and Facility staff manager or designee.
 - d. A copy of the signed Facility Timesheet shall be submitted with the associated invoice.
3. Overtime
- a. Professional Personnel provided to HHSC by Contractor are not permitted to work more than forty (40) hours per week unless scheduled and approved in advance by the Facility on an individual basis.
 - b. Contractor shall not bill more than 1.5 times the hourly rate specified in **Exhibit B** of the Contract for any hours worked over forty (40) within one (1) work week.
 - c. A Facility may schedule additional hours with the Contractor in an emergency situation, as determined by the Facility.
 - d. Contractor must ensure that scheduling of Professional Personnel prevents unapproved overtime.

- e. Facilities shall not be responsible for the extra costs or wages associated with unapproved overtime.

4. Holidays

- a. If a Facility requests the Contractor provide Professional Personnel or the Contractor's duties require that it provide Professional Personnel on a day when state offices are closed pursuant to sections 662.022 and 662.004 of the Texas Government Code, Contractor must fulfill this obligation and may charge a rate of 1.5 times the rate established under the Contract (hereafter, the "Holiday Rate"). The Holiday Rate does not apply to State-designated optional holidays or skeleton crew days.
- b. Holiday schedules for the biennium are posted after the close of each legislative session and can be found on the Texas State Auditor's Office website at [Texas State Auditor's Office - Holiday Schedule](#).

2.8 Budget

- a. By executing the Contract, the Contractor agrees to the contracted budget amounts and rates for the Contract term, including the initial term, and any renewals or extensions that may be exercised. However, at HHSC's sole discretion, or by mutual agreement of the Parties as authorized under the Contract, the Contract amount, budget amounts, or rates may be amended. All expenditures under the Contract shall be in accordance with **Exhibits B and C**.
- b. Notwithstanding anything to the contrary in this Open Enrollment, nothing herein expresses or guarantees any volume, usage, or total compensation to be paid to the Contractor, or that HHSC will request or utilize any services under this Open Enrollment.
- c. For licensed vocational temporary staff, nursing assistants, and non-licensed professional direct care staff, shifts may be scheduled as much as four weeks in advance or as little as two hours in advance. If a shift is canceled two or more hours before it starts, the agency is not required to pay for the shift. If a shift is canceled less than two hours before it starts, the agency will pay for only two hours of work. If a shift is canceled after it begins, the agency will pay for the actual hours worked.
- d. Contractor must review the lists of excluded individuals and entities maintained by the Office of Inspector General of the United States Department of Health and Human Services and the Office of Inspector General of the Texas Health and Human Services Commission to ensure that none of the Professional Personnel provided to HHSC under this Open Enrollment are excluded from the Medicare or Medicaid programs. This review must occur before the Contractor responds to any request from HHSC and at least once a month while an individual is placed with HHSC.
<https://oig.hhs.gov/exclusions/index.asp>

- e. The Contractor shall maintain a file for each Professional Personnel for review by the Facilities. Each file must include:
 - 1. Evidence of current licensure or applications for licensure in the State of Texas;
 - 2. Evidence of current certification in cardiopulmonary resuscitation (CPR), which must be renewed annually;
 - 3. Evidence of any specialty certification, if any;
 - 4. Documentation of any special education, training, or certifications;
 - 5. Documentation of the successful completion of Contractor's competency requirements, if applicable;
 - 6. Documentation of successful completion of HHSC Health and Specialty Care Systems competency requirements, if applicable;
 - 7. Evidence of employee misconduct registry checks;
 - 8. A minimum of two current work references;
 - 9. All documentation required by the Joint Commission, if applicable;
 - 10. United States Customs and Immigration Services form I-9 and documentation establishing identity and work authorization;
 - 11. Curriculum vitae, resume, or work history of some kind;
 - 12. Results of current tuberculosis test, which must be done annually; and
 - 13. Documentation of the annual formal evaluation.
- f. The Contractor must formally evaluate the performance of each Professional Personnel annually.
- g. The Contractor must refer allegations involving the clinical practice of any Professional Personnel to the Contractor's and the Facility's medical, dental, or nursing director, as appropriate to the discipline involved, for review for possible peer review and reporting to disciplinary boards.
- h. Contractor shall respond in writing to any contact by HHSC regarding performance issues of Professional Personnel provided by the Contractor. If the performance issue is not resolved to the satisfaction of HHSC, HHSC will send to the Contractor a written

request to replace the Professional Personnel. The Contractor shall replace the Professional Personnel as quickly as possible but will make every attempt to have the replacement on site within twenty-four (24) hours or less after the request. HHSC must approve any replacement Professional Personnel. The parties will work together when replacement personnel are required to ensure services to individuals residing at Facilities are not disrupted.

- i. The Contractor must correct all other performance issues of Professional Personnel reported to it within forty-eight (48) business hours. If requested by HHSC, the Contractor shall provide a written report detailing the performance issues and their resolution. The HHSC contract manager will discuss performance deficiencies with the Contractor and seek to achieve resolution of the issues with the Contractor. The HHSC contract manager will report the following compliance issues to HHSC Procurement & Contracting Services (PCS) for resolution:
 - 1. Failure to reach agreement on corrective action;
 - 2. Contractor's failure to perform in accordance with any implemented corrective action plan;
 - 3. Repeated violations of the Contract; and
 - 4. Repeated violations of implemented corrective action plans.
- j. The Contractor shall be responsible for:
 - 1. Damage to State equipment; and
 - 2. The workplace and its contents by its works, its negligence in work, its personnel, and its equipment.

2.9 Goals, Outputs, and Measurable Outcomes

- a. Goals: HHSC seeks to obtain for its Facilities, timely Services by qualified Professional Personnel to provide necessary and quality care for the individuals served at the Facilities.
- b. Outputs: After receiving requests from the Facilities, the Contractor will provide qualified Professional Personnel to care for the individuals served at the Facilities.
- c. Measurable Outcomes: HHSC will monitor the performance of the Contract issued under this Open Enrollment. All services under the Contract shall be provided at a quality level and in a manner consistent with industry standards, customs and practices.

2.10. Misconduct or Performance

- a. Contractor shall refer allegations involving the clinical practice of Professional Personnel to the Facility's medical or nursing director, as appropriate, and respond in writing to HHSC regarding such issues. If the performance issue is not resolved to the satisfaction of HHSC, HHSC may send the Contractor a written request to replace the Professional Personnel. The Contractor shall replace the Professional Personnel as quickly as possible and will make a good faith attempt to have the replacement Professional Personnel on site within twenty-four (24) hours or less after the request. HHSC, at its sole discretion, will approve any replacement Professional Personnel. HHSC and Contractor will work together when replacement personnel are required so that services are not disrupted. At the Facility's discretion, the Facility may choose to seek a replacement from another Contractor.
- b. Contractor must correct all other performance issues reported to it within forty-eight (48) business hours. If requested by HHSC, the Contractor shall provide a written report detailing the performance issues and their resolution. Contractor shall discuss performance deficiencies with HHSC, as requested, and Parties will seek to achieve a resolution of the issues.
- c. HHSC reserves the right, at its expense, to require drug testing upon reasonable suspicion of any Professional Personnel provided by the Contractor. HHSC will notify Contractor of any Professional Personnel ordered to undergo testing. Facility staff may accompany the Professional Personnel to the collection site as directed by the Facility. If the Professional Personnel tests positive, the Contractor or the Professional Personnel must arrange for transportation of the Professional Personnel that tested positive to leave the Facility. Facility staff may notify police if the Professional Personnel refuses alternative transportation and drives away from the Facility.
- d. A positive drug test or refusal to submit to a drug test will result in the Professional Personnel's removal from the Facility. HHSC will inform Contractor of a Professional Personnel's positive test or refusal to submit to a test. Contractor shall follow its process to promptly identify a replacement. At the Facility's sole discretion, the Facility may choose to seek a replacement from another Contractor.
- e. If notified of a positive test result, the Professional Personnel may request retesting of the remaining portion of the original sample within two (2) business days from date of notification of a positive test result. Retest must be conducted by the same testing lab that produced a positive test result. This retest is at the Professional Personnel's expense. If the retest is negative, the Professional Personnel may return to work upon the Facility's receipt of the second test result.

2.11. HHSC Responsibilities

HHSC will provide Professional Personnel provided by Contractor under the Contract access to the Facility's Electronic Medical Record for appropriate medical record documentation in accordance with the HHSC and the Facility's policies and access and guidance for taking all HHSC-mandatory training required under the Contract, even a training that may not be required to maintain a license.

3. INVOICING AND PAYMENT

3.1. Method of Payment

- a. The HHSC ordering Facility will pay for Services rendered in accordance with the Open Enrollment Fee Schedule published with this Open Enrollment.
- b. HHSC will issue one contract to each staffing agency awarded a contract.

3.2. Invoicing Process – See Exhibit C

3.3. Payment Disputes

If HHSC disputes payment of any portion of an invoice from the Contractor, the HHSC Facility will notify the Contractor of the dispute and both parties will attempt in good faith to resolve the dispute. The HHSC Facility will not pay any disputed portion of a Contractor's invoice. The Contractor must continue to perform the services and produce Deliverables in compliance with the terms of the Contract pending resolution of any dispute.

3.4. Rate Adjustments

*** See Exhibit B, Budget RATES**

4. APPLICATION REQUIREMENTS

4.1 Application Submittal Instructions

Applicant must submit the application and required documents to the email address per the instructions in Sections 4.3 and 4.4. The documents must be compatible with the current HHSC Microsoft Office suite in use (current version 2021, but subject to change without notice in the future). Applicants must ensure there are no encryptions on these devices that would prevent HHSC from opening the documents. **The electronic Application submission must be organized as directed in Section 4.3 of this Open Enrollment.** If Applicant is having difficulty providing an electronic Application submission, Applicant must contact the point

of contact identified in [Section 1.3](#) of this Open Enrollment for hard copy submittal accommodations.

Each file must be labeled and identified properly. Each email correspondence must be identified with the following information in the body of the email:

- Name of the Organization;
- Organization's point of contact;
- Organization's point of contact's job title;
- Organization's point of contact's telephone number and Email address;
- HHSC Open Enrollment number; and
- Date of submission.

4.2 Organization of Electronic Submission of Application

Applicant must organize its scanned and signed Application materials from Section 6.1 in the following order and format. Each electronic copy of the Application packet must include the following applicable documents. The documents must be in the following order and be named in the file naming convention prescribed below.

File 1: Application for Enrollment

File naming convention: Application Company name

File 2: Required Forms:

- **Solicitation Affirmations**

File naming convention: Affirmations_Company name

- **Data Use Agreement (DUA)**

File naming convention: DUA_Company name

- **Security and Privacy Inquiry (SPI)**

File naming convention: SPI_Company name

File 3: Three (3) references

File naming convention: References_Company name

4.3 Delivery of Application

The Applicant must email the Application packet by the due date listed in the Procurement Schedule in [Section 1.4](#) for the Open Enrollment period closing to the following email address with the subject line **HHS0015313 and company name.**

Email To: HSCSFacilityContracts@hhsc.state.tx.us

- a. The Applicant is responsible for appropriately marking and delivering the Application and related materials in response to this Open Enrollment by the Application due date.

- c. Submission of an Application does not execute a contract.

5. Eligibility Determination

5.1 Initial Compliance Screening

HHSC will perform an initial screening of all Applications received. Unsigned Applications and Applications that do not include all required forms and sections are subject to rejection without further evaluation. If the Application passes the initial screening, the contract manager will contact the Applicant for further instructions or actions

5.2 Unresponsive Applications

HHSC will consider an Application to be unresponsive and will not consider it further when any of the following conditions occur:

- a. The Applicant fails to meet major Open Enrollment specifications, including;
 - 1. The Applicant fails to submit the required Application, supporting documentation, or forms.
 - 2. The Applicant is not eligible under subsection 1.7 of this Open Enrollment.
- b. The Application is not signed.
- c. The Applicant does not accept the payment rate established in this Open Enrollment.
- d. The Applicant's Application is not clearly legible. Typewritten is preferred.
- e. The Application is not received by the closing of the Open Enrollment period as provided in [subsection 1.4](#) of this Open Enrollment.

5.3. Corrections to Applications

Applicants have the right to amend their Application at any time prior to an unresponsive decision or Contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in [subsection 1.3](#). HHSC may request modifications to a submitted Application at any time.

5.4. Review and Validation of Applications

The Applicant must provide full, accurate, and complete information as required by this Open Enrollment. By submitting an Application, the Applicant grants HHSC the

right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- a. Past business history, practices, and conduct;
- b. Ability to supply the goods and services; and
- c. Ability to comply with Contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

5.5. Factors in Making Contracting Decisions

Priority will be given to Contractors who:

- a. Are able to meet the needs of HHS agencies for whom services are being purchased;
- b. Are able to provide the required services when needed by the HHS agency;
- c. Have the ability to comply with Contract requirements; and
- d. Demonstrate indicators of probable Contractor performance under the Contract, such as: Past Contractor performance, the Contractor's ability to perform, and the Contractor's experience, and responsibility.

5.6. Method of Allocation for Temporary Staffing Need

Once contracts are awarded, Contractors will be asked, on an as needed basis, to provide Professional Personnel to serve in a variety of positions, both managerial and non-managerial. HHSC will provide specific information about the position(s) to be staffed when making a request for Professional Personnel. To request Professional Personnel, a Facility will send an email to all Contractors identifying the professional discipline needed, provide a job description, describe any special requirements and indicate a response due date. Contractors who can meet the Facility's need must respond within the allotted time. After receiving and assessing all responses, the Facility will contact the Contractor who has provided the candidate that can best meet the needs of the Facility.

If more than one contractor submits the same candidate, HHSC procedure for selecting which contract to use is completed in the following order:

- a. Contractor is a Texas certified HUB vendor.
- b. Contractor who responded first.

6. EXHIBITS, FORMS AND EXHIBITS

Applicants must complete and submit the forms pursuant to Section 4:

6.1. Application and Required Forms

Application Package

- Application for Enrollment, Exhibit L
- Signed HHS Solicitation Affirmations, Exhibit A
- DUA, Exhibit G
- Completed and signed SPI, Exhibit H
- Written Acknowledgement of Completion of Cybersecurity Training Program, Exhibit I
- Notice of Criminal Offense Self-Reporting Exhibit J
- References

6.2 Exhibits

The documents listed below are incorporated by reference and made a part of this Open Enrollment for all purposes.

Exhibit A	HHS Solicitation Affirmations
Exhibit B	Budget Rate Sheet
Exhibit C	Payment for Services Provided
Exhibit D	HHS Additional Provisions
Exhibit E	HHS Uniform Terms and Conditions – Vendor (Version 3.4)
Exhibit F	HHS Data Use Agreement
Exhibit G	SPI
Exhibit H	Written Acknowledgement of Completion of Cybersecurity Training Program
Exhibit I	Notice of Criminal Offense Self-Reporting
Exhibit J	List of State Facilities
Exhibit K	Application for Enrollment