



TEXAS

Health and Human Services

TEXAS HEALTH AND HUMAN SERVICES COMMISSION (HHSC)

OPEN ENROLLMENT (OE)

for

**Health and Human Services Commission Medicaid/CHIP Division
Health Information Exchange (HIE) Connectivity Project Strategy
1: Medicaid Provider HIE Connectivity and Strategy 1A: Medicaid
Hospital Data Maintenance**

OE No. #HHS0017137

NIGP Class/Item No(s):

920-27 - Ecommerce Software Development Services

TABLE OF CONTENTS

| | |
|--|----|
| SECTION 1. SCHEDULE OF EVENTS | 4 |
| SECTION 2. OVERVIEW | 4 |
| 2.1. INTRODUCTION | 4 |
| 2.2. LEGAL AUTHORITY | 5 |
| 2.3. NO GUARANTEE OF VOLUME, USAGE, OR COMPENSATION | 5 |
| 2.4. HYPERLINKS | 5 |
| SECTION 3. DEFINITIONS AND ACRONYMS | 5 |
| SECTION 4. GENERAL INFORMATION | 11 |
| 4.1. SOLE POINT OF CONTACT | 11 |
| 4.2. CHANGES, MODIFICATIONS, AND CANCELLATION | 11 |
| 4.3. OFFER PERIOD | 12 |
| 4.4. COSTS INCURRED | 12 |
| 4.5. OE QUESTIONS OR CLARIFICATIONS | 12 |
| SECTION 5. HUB SUBCONTRACTING PLAN (HSP) REQUIREMENTS | 13 |
| SECTION 6. CONTRACT TERM | 14 |
| 6.1. TERM OF CONTRACT | 14 |
| 6.2. EXTENSION OPTION | 14 |
| SECTION 7. MINIMUM QUALIFICATIONS | 14 |
| SECTION 8. STATEMENT OF WORK | 15 |
| 8.1. PROJECT OVERVIEW | 15 |
| 8.2. HHSC RESPONSIBILITIES | 15 |
| 8.3. STATEMENT OF SERVICES TO BE PROVIDED | 15 |
| 8.4. PERFORMANCE CRITERIA | 15 |
| 8.5. CONTRACTOR PERSONNEL PERFORMANCE | 15 |
| 8.6. NOTICE OF CRIMINAL ACTIVITY | 16 |
| 8.7. NOTICE OF INSOLVENCY OR INDEBTEDNESS | 17 |
| 8.8. INVOICE REQUIREMENTS AND PAYMENT | 17 |
| 8.8.1. INVOICE REQUIREMENTS | 17 |
| 8.8.2. PAYMENT | 17 |
| 8.9. DATA USE AGREEMENT (DUA) | 18 |
| 8.10. TERMS AND CONDITIONS | 18 |
| 8.11. STANDARDS OF CONDUCT FOR VENDORS | 18 |
| SECTION 9. CONTRACT CORRESPONDENCE AND LEGAL NOTICES | 19 |
| SECTION 10. INSURANCE REQUIREMENTS | 19 |
| 10.1. INSURANCE COVERAGE | 19 |
| SECTION 11. CONFIDENTIAL OR PROPRIETARY INFORMATION | 19 |
| 11.1. PUBLIC INFORMATION ACT | 19 |
| 11.2. APPLICANT WAIVER – INTELLECTUAL PROPERTY | 21 |
| SECTION 12. BINDING OFFER | 21 |
| SECTION 13. REQUIRED APPLICATION DOCUMENTS | 22 |
| SECTION 14. APPLICATION SUBMISSION REQUIREMENTS | 24 |
| 14.1. E-MAIL SUBMISSION | 25 |
| 14.2. RECEIPT OF APPLICATION | 26 |

| | |
|--|----|
| SECTION 15. SCREENING OF APPLICATIONS | 26 |
| SECTION 16. AWARD PROCESS | 28 |
| 16.1. CONTRACT AWARD AND EXECUTION | 28 |
| 16.2. COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS | 28 |
| 16.3. AWARD TO GOVERNMENTAL ENTITIES | 28 |
| SECTION 17. DISCLOSURE OF INTERESTED PARTIES | 29 |

SECTION 1. SCHEDULE OF EVENTS

| | |
|---|---|
| Enrollment Period Opens (Posted to HHS Open Enrollment Opportunities Web Page) | 5/05/2026 |
| Enrollment Period Closes (Final date for RECEIPT of Applications) | 6/04/2026 |
| 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 Texas Health and Human Services Commission (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 Web Page. Every Applicant is solely responsible for ensuring its Application is received by HHSC before the enrollment 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 Web Page.

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:

An Application may be withdrawn from consideration or amended at any time prior to the "Enrollment Period Closes" date if no Contract has been executed based on the submitted Application; no Application may be withdrawn or amended after contract execution. A request to withdraw or amend an Application prior to contract execution must be sent by email to the Sole the Point of Contact, Section 4.1 of the Open Enrollment and Section 4 of the SOW. The e-mail subject line should contain the Open Enrollment (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

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

HHSC is seeking Applications to establish Contract(s) for an Open Enrollment to identify non-profit Local Health Information Exchange Organizations (Local HIEs) with which to contract. Local HIEs receiving Contracts will participate in the implementation of Strategy 1: Medicaid Provider HIE Connectivity and Strategy

1A: Medicaid Hospital Data Maintenance. This project should increase the amount of Clinical Data available for exchange between Medicaid providers and provide HHSC with Clinical Data.

Strategy 1 will use this Open Enrollment to accept Local HIEs which meet the project criteria. The accepted Local HIEs will receive a Contract, adhere to the requirements of Strategy 1 to onboard Medicaid providers who use Certified Electronic Health Record Technology (CEHRT) to the Local HIE, and acquire infrastructure to connect to HHSC through connectivity with Texas Health Services Authority's HIETexas.

Strategy 1A builds on the Strategy 1 goal of delivering clinical data to HHSC via HIETexas by increasing the number of hospitals participating in the HIE Connectivity Project. This new strategy provides annual maintenance payments to the Contractor for the delivery of ADTs, from approved hospitals that were previously connected with the Contractor outside of Strategy 1, to HHSC via HIETexas.

Local HIEs may also participate in Strategy 1A, a sub-strategy of Strategy 1.

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 is posting this OE pursuant to [1 TAC § 391.601](#) (Open Enrollment Contracts). HHSC is authorized to award contracts under this OE pursuant to Texas Government Code Chapter 525.

2.3. NO GUARANTEE OF VOLUME, USAGE, OR COMPENSATION

There is no guarantee of any volume, usage, or compensation to be paid to any Contractor under any contract resulting from this Open Enrollment. Additionally, all contracts resulting from this Open Enrollment are subject to appropriations, the availability of funds, and termination.

2.4. HYPERLINKS

Hyperlinks have been included in some sections of this OE. Hyperlinks are included as a convenience only. Without regard to whether the hyperlink is operational or properly directed, Applicants and Contractors are responsible for locating, accessing, and reading the referenced information as well as requirements contained on referenced sites relating to performance under any awarded Contract.

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 under 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. |
| Admission, Discharge, and Transfer or ADT | A Health Level 7 messaging type that transmits new or updated demographic and visit information about patients. |
| Ambulatory EHR | An EHR classification used by the Office of the National Coordinator for Health IT (ONC) and CMS to denote EHR systems utilized in a non-hospital setting. For more information visit: https://www.healthit.gov/ . |
| Application | All information and materials submitted by an Applicant in response to this Open Enrollment. |
| Applicant | Any individual or entity that submits an Application in response to this Open Enrollment. |
| Clinical Data | C-CDA messages referenced in Meaningful Use and EHR certification rules published by CMS. |
| Clinical Document Architecture or CDA | A flexible markup standard developed by HL7 defining the structure of certain medical records, such as discharge summaries and progress notes, as a way to better exchange this information between Medicaid providers and patients. These documents can include text, images and other types of multimedia --all integral parts of EHRs. |
| Consolidated Clinical Document Architecture or C-CDA | An implementation guide specifying a library of templates and prescribing their use for a set of specific document types. |
| Cost Per Provider | The reimbursement amounts a Local HIE will receive from HHSC for Onboarding a Medicaid provider according to the requirements in Subsection 3.2 in Exhibit C, Statement of Work (SOW). |
| Contract | Contract awarded under this Open Enrollment. |
| Contractor | Each Applicant, if any, awarded a Contract. 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. |

| TERM | DEFINITION |
|---|---|
| EDEN | The Emergency Department Encounter Notification system run by HIETexas, which sends hospital ADT alerts to authorized subscribers when their patients enter an ED or are admitted, discharged, or transferred from a hospital connected as an EDEN data source. |
| EDEN Minimum Data Set | A collection of HL7 version 2 data elements, mostly derived from the patient identification segments, which provide the EDEN system with the ability to match patients between hospital HL7 admissions data and Medicaid eligibility data. |
| Eligible Applicant | Applicants meeting all the criteria listed in Subsection 7.1 of this Open Enrollment. |
| Health Level Seven or HL7 | An application protocol for electronic exchange of Clinical Data in health care environments. The HL7 protocol is a collection of standard formats specifying the implementation of interfaces between computer applications from different vendors. |
| HHS Agency | The Health and Human Services Commission (HHSC) and the Texas Department of State Health and Human Services (DSHS) may be identified separately as an "a 'HHS Agency' Agency" or collectively as the "'HHS Agencies' Agencies" in this Open Enrollment or any resulting Contract(s). |
| HHS Open Enrollment Opportunities Web Page | The HHS web page where open enrollments are posted. (https://apps.hhs.texas.gov/pcs/openenrollment.cfm) |
| HIETexas | The state level shared services providing a private and secure network across the state. HIETexas supports the exchange of information between Texas Local HIEs and other data sources within the state, and between Texas and other authorized HIEs and federal agencies outside of Texas, as referenced in Section 2.1.5 in the State Medicaid Health Information Technology Plan . |

| TERM | DEFINITION |
|--|--|
| Local Health Information Exchange Organization or Local HIE | A Clinical Data exchange operating in this state which securely exchanges electronic Clinical Data, including information for patients receiving services under the child health plan program or Medicaid, among hospitals, clinics, physicians' offices, and other health care Medicaid providers not owned by a single entity or included in a single operational unit or network. |
| Local HIE Services | The set of standard services provided by a Local HIEs to all its registered providers. The exact services differ among Local HIEs; but HHSC has the expectation that applicable services will be available for all providers for the duration of the connectivity. |
| Medicaid Practice | The scope of an individual EHR implementation which may span multiple locations. |
| Medicaid Practice Onboarding Form(s) | (Exhibit G: Medicaid Practice Onboarding Form Refers to <u>Strategy 1: Medicaid Provider HIE Connectivity – Medicaid Practice Onboarding Form</u> and / or Exhibit H: Strategy 1A: Medicaid Hospital Data Maintenance – Onboarding Form for Existing local HIE Connection. Local HIEs) a collection of documents and information submit these forms to HHSC program staff, who then by a Local HIE which enables HHSC to determine whether an certain, individual Medicaid provider or hospital must may Onboard as part of Strategy 1 or Strategy 1A of the HIE Connectivity Project to the Local HIE under the terms of the Contract awarded as a result of this Open Enrollment. After Medicaid Practice Onboarding Form approval, the Contractor has 30 days to connect to the provider (Strategy 1) and send data to HHSC (Strategy 1 and Strategy 1A). If this is not accomplished within 30 days, the Medicaid Practice Onboarding Form must be resubmitted for approval. Extensions can be granted at HHSC’s sole discretion. |
| Medicaid Providers | Healthcare providers who have treatment relationships with Medicaid clients. |

| TERM | DEFINITION |
|--|--|
| Onboard or Connect | When a hospital or provider meeting all stated requirements is approved by HHSC to send C-CDA and / or ADT data as part of Strategy 1 or 1A / The action of connecting a Medicaid provider to a HHSC-approved Local HIE in a manner which fulfills the requirements of the connectivity options in Subsection 2.2.4 of the SOW, Exhibit C. |
| Open Enrollment (OE) | This document, including all exhibits, attachments, appendices, and Addenda. |
| Optional Milestone Payment | An optional payment available to the Contractor, at the sole discretion of HHSC, equal to 20 percent of the total Cost Per Provider for each <u>Strategy 1: Medicaid Provider HIE Connectivity – Medicaid Practice Onboarding</u> approval by HHSC. |
| Statement of Work | Description of services, requirements, and deliverables in this Open Enrollment that the Contractor (Provider) is required to provide under a Contract. |
| Strategy 1: Medicaid Provider HIE Connectivity | Strategy 1 aids Local HIEs in connecting with Medicaid providers to increase electronic reporting and exchange of Clinical Data between providers and with HHSC. This Open Enrollment will result in Contracts with Local HIEs to further the goals of Strategy 1. |
| Strategy 1A: Medicaid Hospital Data Maintenance | A subproject of Strategy 1, allowing HHSC to receive ADT data from qualifying hospitals that connected to a Local HIE prior to the Local HIE contracting with HHSC. |
| Strategy 2: HIE Infrastructure | A project which includes enhancing the state’s HIE infrastructure to support connectivity with the state’s Medicaid system and assisting Local HIEs in implementing connections to Texas Health Services Authority (the State-Level Shared Services THSA). This strategy will also include the implementation of connectivity to support these exchanges with HHSC. This strategy is not part of this Open Enrollment. |

| TERM | DEFINITION |
|---|--|
| Strategy 3: Emergency Department Encounter Notification (EDEN) | EDEN is a system in which ADT data from connected sources (hospitals, post-acute facilities, etc.) are delivered to approved data recipients, when a treatment relationship with the patient exists. EDEN may help in the reduction of potentially preventable ED use and hospital readmissions by enabling better follow-up care. Real-time alerts from hospital EDs are sent to authorized subscribers when one of their patients is seen at an ED or admitted to a hospital. This strategy is not part of this Open Enrollment. |
| Sustainability Plan | A roadmap to achieve goals which foster environmental, community, and financial sustainability. |

ACRONYMS:

| | |
|-------|---|
| ADT | Admission, Discharge, and Transfer |
| C-CDA | Consolidated Clinical Document Architecture |
| CEHRT | Certified Electronic Health Record Technology |
| CFR | Code of Federal Regulations |
| CHIP | Children’s Health Insurance Plan |
| CMBL | Centralized Master Bidders List |
| CMS | Centers for Medicare & Medicaid Services |
| DUA | Data Use Agreement |
| ED | Emergency Department |
| EDEN | Emergency Department Encounter Notification |
| EHR | Electronic Health Record system |
| HHSC | Texas Health and Human Services Commission |
| HIE | Health Information Exchange |
| HIPAA | Health Insurance Portability and Accountability Act |
| HL7 | Health Level Seven |
| ONC | Office of the National Coordinator for Health IT |
| PCS | Procurement and Contracting Services |
| PHI | Protected Health Information |

| | |
|------|--------------------------------------|
| .pdf | Portable Document Format |
| SAM | System of Award Management |
| SMD | State Medicaid Director |
| SPI | Security and Privacy Initial Inquiry |

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.

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

Desireé Martinez-Sanchez
 HHSC Contract Manager (CM)
 Email: CAPM_HIE_Invoices@hhs.texas.gov

To be considered for contract award, applications must only be submitted to this email address. See Section 14 of this OE document 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 prospective Applicants or Applicants and HHS Agency personnel for the purposes of conducting business unrelated to submitting an Application under this OE.

Failure of Applicant or its representatives to comply with these requirements may result in disqualification of any Application submitted by or on behalf of Applicant.

4.2. CHANGES, MODIFICATIONS, AND CANCELLATION

HHSC reserves the right to change, amend, modify or cancel the OE at any time.

All Applications, including those submitted after closing date or 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 HHS Open Enrollment OE Opportunities Web Page 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 HHS Open Enrollment Opportunities Web Page.

It is the responsibility of each Applicant to monitor the HHS Open Enrollment Opportunities Web Page for any Addenda or additional information regarding this OE. Failure to monitor the HHS Open Enrollment Opportunities Web Page will in no way release or relieve any Applicant or Contractor of its obligations to fulfill the requirements as posted.

4.3. OFFER PERIOD

By submitting an Application in response to this OE, Applicant agrees that its Application will remain a firm and binding offer to enter into a Contract under all terms and conditions of this OE for at least 240 days from the date Applications are due, as stated in Exhibit A, HHS Solicitation Affirmations, unless Application is withdrawn by the Applicant before the date the Enrollment Period Closes.

An Applicant may extend the time for which its Application will be honored.

4.4. COSTS INCURRED

Applicants understand that issuance of this OE in no way constitutes a commitment by HHSC to award a Contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this OE. HHSC is not liable for any costs incurred by an Applicant in responding to this OE including, but not limited to, preparing an Application, submitting an Application, and costs or expenses related to Contract execution. All such costs incurred by an Applicant are entirely the responsibility of the Applicant and will not be reimbursed in any manner by the State of Texas.

4.5. OE QUESTIONS OR CLARIFICATIONS

4.5.1. QUESTIONS AND REQUESTS FOR CLARIFICATION

Written questions and requests for clarification regarding this OE are permitted if submitted by e-mail to the Sole Point of Contact, Section 4.1 of this OE document.

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 HHS Open Enrollment Opportunities Web Page or the OE

will be canceled. The action to be taken will be determined at the sole discretion of HHSC. Furthermore, if the OE will be canceled, HHSC will determine, in its sole discretion, if a new OE will be posted.

4.5.2. QUESTION AND REQUEST FOR CLARIFICATION FORMAT

Questions and requests for clarification must include the following information:

- a. OE Number;
- b. OE package reference giving rise to the question or request for clarification, including: OE section or Exhibit/Attachment title, page number(s), and paragraph number(s); and
- c. Question or request for clarification

The requestor must provide the following contact information in the body of the e-mail and each supporting document:

- Name of the Organization
- Organization's Point of Contact
- Organization's Point of Contact job title
- Organization's Point of Contact's Phone Number
- Organization's Point of Contact 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.

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

SECTION 6. CONTRACT TERM

6.1. TERM OF CONTRACT

HHSC may award one or more Contracts under this OE.

Any Contract resulting from this OE will be effective on the signature date of the latter of the Parties to sign the agreement and will expire 2 years after the effective date, subject to legislative approved appropriations, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract.

6.2. EXTENSION OPTION

HHSC, at its sole option and subject to availability of funding, may extend the Contract beyond the initial term for up to two years, or as necessary, to complete the mission of this Health Information Exchange (HIE) Connectivity Project, 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 for a Contract and receive an award, Applicant(s), must meet all eligibility requirements, be qualified, and meet all other OE requirements. Applicant requirements apply with equal force to Contractors.

7.1 REQUIRED EXPERIENCE

To be considered for contract award under this OE, an Applicant shall demonstrate active engagement in the business of HIE in Texas during the 12 consecutive months preceding the date of the application in *all* of the following ways: Connecting providers (Onboarding hospital or ambulatory providers) to the Applicant's Local HIE; Securely exchanging Clinical Data electronically; and Meet the definition of "Local or Regional HIE" as defined in this Open Enrollment.

7.2 ADDITIONAL MINIMUM QUALIFICATIONS

To be considered for contract award under this OE, an Applicant shall have a current Local HIE Sustainability Plan; held a Board of Directors meeting within the past 12 months; and sustained active status as of 501(c)(3) non-profit for the year prior to applying for the open enrollment.

SECTION 8. STATEMENT OF WORK

The Statement of Work (SOW) is attached as Exhibit C

8.1. PROJECT OVERVIEW

An overview of the HIE project is detailed in Exhibit C, Statement of Work.

8.2. HHSC RESPONSIBILITIES

HHSC responsibilities are detailed in Exhibit C, Statement of Work.

8.3. STATEMENT OF SERVICES TO BE PROVIDED

A detailed description of services to be provided is included in Exhibit C, Statement of Work.

8.4. 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.

A detailed description of performance standards and reporting requirements is included in Exhibit C, Statement of Work.

8.5. CONTRACTOR PERSONNEL PERFORMANCE

- A.** 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 to fulfill Contractor's obligations under the Contract.
- B.** The Contractor shall at all times employ sufficient personnel to carry out functions and services in the manner and time prescribed by the Contract.
- C.** 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.

- D.** HHSC, at its sole discretion, may request in writing the immediate removal of any Contractor personnel or subcontractor personnel from the services being provided under the Contract. Upon such request, Contractor shall immediately remove the subject personnel and submit in writing to HHSC, within 10 calendar days of HHSC's request for removal, confirmation of the removal and assurance of continued, compliant Contract performance.

8.6. NOTICE OF CRIMINAL ACTIVITY

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 for each Applicant. Prior to Contract award, if any, Applicant must notify the HHSC Sole Point of Contact within five calendar 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 point of contact for notices under the Contract (as set forth in the Contract) 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 must confirm receipt by HHSC within 3 business days of providing notice.

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.

8.7. 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 days of the date Contractor learns of such financial circumstances after Contract award.

8.8. INVOICE REQUIREMENTS AND PAYMENT

A detailed description of invoice requirements and payment is included in Exhibit C, Statement of Work.

8.8.1. INVOICE REQUIREMENTS

Contractor shall submit to HHSC detailed and accurate invoice(s) which include the information below. Each invoice must be submitted by e-mail, in the format prescribed by HHSC.

The e-mail address for submitting an invoice is:

HHSC Contract Manager: CAPM_HIE_Invoices@hhs.texas.gov

No payment will be made under this Contract without submission of detailed, accurate invoices submitted as included in Exhibit C, Statement of Work.

In addition, invoices must comply with standards set forth in Title 34, Texas Administrative Code, Part 1, Chapter 20, Subchapter F, Division 1, Rule §20.487.

8.8.2. PAYMENT

Contracts issued under this OE will be paid using state funds (e.g., maximum and extended payment scale rates reimbursement or fee).

No reimbursement for travel or meal expenses is permitted under any Contract resulting from this OE.

A detailed and outlined availability of funds, method of payment, invoicing processing, and recoument of funds is included in Exhibit C, Statement of Work.

8.9. DATA USE AGREEMENT (DUA)

By submitting an Application and, if applicable, signing a contract resulting from this OE, Applicant agrees to the terms of the Data Use Agreement, Exhibit E. The Applicant must complete, sign, and return with its Application Exhibit E, Attachment 2, (Texas HHS System Data Use Agreement Attachment 2, Security and Privacy Initial Inquiry (SPI)).

8.10. TERMS AND CONDITIONS

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

8.11. STANDARDS OF CONDUCT FOR VENDORS

Pursuant to 1 TAC 391.405(a), contractors, respondents, and vendors interested in working with HHS are required to implement standards of conduct to apply to all matters involving, or related to, those solicitations and 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, respondents and vendors.

Standards of conduct of any contractor, respondent or vendor may be reviewed and/or audited by the State Auditor and HHSC. Additionally, pursuant to 1 TAC 391.405(a), HHS may examine a respondent's standards of conduct in the

evaluation of a bid, offer, proposal, quote, or other applicable expression of interest in a proposed purchase of goods or services.

Any vendor or contractor that violates a provision of 1 TAC Chapter 391, Subchapter D may be barred from receiving future contracts or have an existing contract canceled. Additionally, HHSC may report the vendor's actions to the Comptroller of Public Accounts for statewide debarment, or law enforcement.

SECTION 9. CONTRACT CORRESPONDENCE AND LEGAL NOTICES

HHSC will designate one or more contacts for Contract correspondence and legal notices in each awarded Contract.

SECTION 10. INSURANCE REQUIREMENTS

10.1. INSURANCE COVERAGE

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

Contractor shall maintain the required insurance during the initial Contract 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.

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 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 may be disqualified.**

SECTION 13. REQUIRED APPLICATION DOCUMENTS

| |
|---|
| <p>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.</p> |
| <p>1. Exhibit A – HHS Solicitation Affirmations Must be completed and signed. Important Note: Applications received without the signed Exhibit A will be disqualified.</p> |
| <p>2. OE Addenda, if applicable – signed</p> |
| <p>3. Exhibit D – Federal Assurances and Certifications Must be completed and signed.</p> |
| <p>4. Exhibit E - DUA, – Attachment 2 (Security and Privacy Initial Inquiry) Must be completed and signed.</p> |
| <p>5. Minimum Qualifications – Reference Section #7 Required Experience: Provide documentation of demonstrated experience 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.</p> |
| <p>6. 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. 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.</p> |

7. Executive Summary

- **Statement of Work – Section #8 and Exhibit C SOW**

- Provide the Applicant’s approach to meeting the requirements of the Statement of Work and other requirements of this OE.

- **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.

- **Legal and Regulatory Actions:**

Applicant shall provide information required pursuant to the HHS Solicitation Affirmations (Exhibit A), Legal and Regulatory Actions section.

- **Former Employees of a Texas State Agency:**

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

Name

Address

Phone Number

State agency for which previously worked

Dates of employment for each identified state agency

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

8. Notice of Criminal Activity – Reference Section #8.6

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

- a. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
- b. 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.

9. Notice of Insolvency or Indebtedness – Reference Section #8.7

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

10. Applicant Contact Information – Reference Exhibit F Application

Titles of personnel for contact information:

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

Provide this information for each contact listed above:

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

11. Contractor Service Locations – Reference Exhibit F Application Section

Provide a list of each service location and include the following at a minimum:

- Location Name
- Physical Address
- Phone Number
- E-mail Address
- Services Offered

12. Application for Open Enrollment - Strategy 1: Medicaid Provider HIE Connectivity and Strategy 1A: Medicaid Hospital Data Maintenance – Reference Exhibit F

13. 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.

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.

14. Public Information Act Copy of Application, if applicable

SECTION 14. APPLICATION SUBMISSION REQUIREMENTS

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

The complete Application must be submitted to:

Desireé Martinez-Sanchez, HHSC Contract Manager
Email: **CAPM_HIE_Invoices@hhs.texas.gov**

Each Applicant is solely responsible for ensuring its Application is submitted in

accordance with all OE requirements and ensuring timely receipt by HHSC.

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.

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, Section 13 of this OE document, 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 (final date for receipt of Application) as identified in Schedule of Events, Section 1, or subsequent Addenda.

The e-mail subject line should contain the OE number, title as indicated on the cover page and number of e-mails if more than one (e.g., E-mail 1 of #, etc.). 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 break the Application into segments and send multiple e-mails the designated email to ensure all documentation 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 non-responsive.

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.

Application submissions to the designated email will automatically receive a confirmation receipt from HHSC.

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 or 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. It is Applicant's sole responsibility to ensure that the submitted Application is accessible by HHSC at any time HHSC elects to access the submitted Application.

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 interest 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. By submitting an Application, Applicant attests that 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, which must be signed and submitted with the Application). If an Applicant is disqualified, a new Application may be submitted if received by the OE deadline for receipt of Applications. However, all applications, including any new Application, are subject to all disqualifying factors set forth in the OE or otherwise applicable pursuant to governing authority.

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 Texas Comptroller of Public Accounts' Vendor Performance Tracking System (VPTS).
OR,
- b.** Applicant is currently under a corrective action plan through HHSC, OR,
- c.** Applicant has had repeated, negative vendor performance reports for the same reason, OR,
- d.** Applicant has a record of repeated non-responsiveness to vendor performance issues, OR,
- e.** Applicant has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or sub-standard performance.

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's removing the Applicant from further consideration for award.

SECTION 16. AWARD PROCESS

16.1. CONTRACT AWARD AND EXECUTION

HHSC intends to award one or more contracts as a result of this OE. However, 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.

Applicants selected to be offered a Contract will be notified by email to their specified point of contact.

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

In addition to the initial screening process, all required verification checks will be conducted for each Applicant to determine eligibility for award.

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

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 TEX. GOV'T CODE ANN., 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/fillinginfo/1295>

For further information:

Reference 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>

Title 1, Part 2, Chapter 46, Disclosure of Interested Parties of the Texas Administrative Code which can be accessed at:

https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=46&interface=VIEW_TAC&part=2&title=1

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