



# **TEXAS**

## **Health and Human Services**

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION**

**OPEN ENROLLMENT (OE)**

**for**

**Post-Acute Rehabilitation Services (PARS)**

**OE No. # HHS0017426**

## Table of Contents

Article I. Introduction and Definitions.....	6
1.1 Introduction.....	6
1.2 Background.....	6
1.3 Program Overview .....	6
1.4 Definitions and Acronyms .....	6
Article II. General Information.....	10
2.1 Point of Contact .....	10
2.2 HHSC Contract Administration.....	10
2.3 Schedule of Events.....	10
2.4 Legal Authority.....	11
2.5 Adjustments to Closing Date .....	11
2.6 Changes, Modifications and Cancellation .....	11
2.7 Open Enrollment Questions and Clarifications .....	12
2.8 Ambiguity, Conflict, Discrepancy .....	13
2.9 Binding Offer .....	13
2.10 Page Limit and Supporting Documentation.....	13
2.11 Application Submission Requirements.....	13
2.12 Electronic (e-mail) Submission.....	14
2.13 E-Fax Submissions.....	15
2.14 Receipt of Application .....	15
2.15 Required Documentation for Submission.....	15
2.16 Hyperlinks.....	16
Article III. Contract Award and Term .....	16
3.1 Contract Award.....	16
3.2 Contract Term.....	16
3.3 No Guarantee of Volume, Usage, or Compensation.....	16
3.4 Data Use Agreement .....	17
Article IV. Statement of Work.....	17
4.1 Default Guidelines .....	17
4.2 Start up, Communications and Meetings .....	17

4.3	Authorized Services for Participants Supported by CRS .....	18
4.4	Eligible Person Population.....	19
4.5	Referrals, Admissions, Assessments, and Planning.....	19
4.6	Service Provider Location(s) .....	20
4.7	Eligible Facilities .....	21
4.8	Confidentiality .....	21
4.9	Participant Records .....	21
4.10	Incident Reporting .....	22
4.11	Environmental Standards .....	23
4.12	Quality Assurance and Contract Oversight.....	23
4.13	Contract Monitoring Documentation and Follow Up Activities .....	26
4.14	Enhanced Monitoring.....	27
4.15	Corrective Action Plan.....	28
4.16	Quality Review Closeout .....	28
4.17	Performance Criteria.....	28
4.18	Financial Utilization Review .....	28
4.19	Required Reports .....	28
4.20	Sanctions Remedies Schedule Scope.....	29
4.21	Waiver for Good Cause .....	29
4.22	Deliverables .....	30
4.23	Acceptance Criteria.....	30
4.24	Payment Terms .....	30
4.25	Limitations of Services .....	30
4.26	Prohibited Payments .....	31
4.27	CRS PARS Payment Rates .....	31
4.28	PARS Residential Rates.....	31
4.29	PARS Non-Residential Rates .....	32
4.30	Outpatient Therapy Rates .....	32
4.31	Ancillary Services .....	32
4.32	Invoice Requirements and Payment.....	33
4.33	Supporting Documentation for Services and Financial Information .....	34

4.34	Third Party Benefits and Payment .....	35
4.35	Consumer Participation.....	35
4.36	Prompt Payment.....	35
Article V. Minimum Eligibility Requirements .....		35
5.1	Facility Licensing Requirements .....	36
5.2	Acceptance Letter for Pending License .....	36
5.3	License Action Notice.....	36
5.4	Accreditation Requirements.....	37
5.5	Provider Personnel Qualifications, Requirements and Training.....	37
5.6	Staff Ratios.....	38
5.7	Screening of Applicants .....	38
5.8	Informalities .....	39
Article VI. Provider Information .....		40
6.1	Experience.....	40
6.2	Company Narrative.....	40
6.3	Authorization to do Business in Texas .....	41
Article VII. General Terms and Conditions.....		41
7.1	Terms and Conditions .....	41
7.2	Public Information Act - Respondent Requirements Regarding Disclosure .....	41
7.3	Applicant Waiver – Intellectual Property .....	43
7.4	Offer Period .....	43
7.5	Costs Incurred .....	43
7.6	Standards of Conduct for Vendors.....	43
7.7	Notice of Criminal Activity and Disciplinary Action.....	44
7.8	Contractor Personnel Performance .....	45
7.9	Insurance .....	45
7.10	Alternative Insurability .....	45
7.11	HUB Subcontracting Plan Requirements.....	46
7.12	Notice of Insolvency or Indebtedness.....	46
7.13	Verification of Past Performance.....	46
Article VIII. Award Process .....		47

8.1	Contract Award and Execution .....	47
8.2	Compliance For Participation in State Contracts.....	47
8.3	Award to Governmental Entities .....	48
8.3	Disclosure of Interested Parties .....	48
Article IX. Exhibits and Submission Checklist .....		49

# **ARTICLE I. INTRODUCTION AND DEFINITIONS**

## **1.1 INTRODUCTION**

The Health and Human Services Commission (HHSC) Comprehensive Rehabilitation Services (CRS) program is seeking applications to establish contracts for the provision of Post-Acute Rehabilitation Services (PARS) for individuals with traumatic brain injury (TBI), traumatic spinal cord injury (TSCI), or both. These services include residential services, non-residential services, outpatient therapy services, and ancillary services.

To be considered for the award, Applicants must submit a comprehensive application that meets all the requirements of this Open Enrollment (OE) and includes all requested documentation

## **1.2 BACKGROUND**

HHSC has overseen and coordinated the planning and delivery of health and human service programs throughout Texas. In 1991 the 72<sup>nd</sup> Legislature created the Comprehensive Rehabilitation Fund (CRF) allowing funds from driver's license and court fees to expand the types of services provided for people with TBI or TSCI to what is now named CRS. Since 2018-19, CRS has been funded through the 85<sup>th</sup> Legislature's General Appropriations Act.

## **1.3 PROGRAM OVERVIEW**

HHSC will partner with Providers to deliver an array of training and support services designed to help individuals with a TBI, a TSCI, or both. Services are provided through an Interdisciplinary Team (IDT) approach; developing a comprehensive Individualized Program Plan (IPP) for Participants. The program's goal is to help case Participants achieve greater independence at home and in the community by improving self-care, communication, and mobility.

## **1.4 DEFINITIONS AND ACRONYMS**

Unless the context clearly indicates otherwise, throughout this OE, the definition given to a term below applies whenever the term appears in this Open Enrollment and in any Proposal submitted in response to this Open Enrollment. All other terms have their ordinary and common meaning:

**Abuse:** The negligent or willful infliction of injury, unreasonable confinement, intimidation, or threat thereof, or cruel punishment with resulting physical or emotional harm or pain. Sexual abuse, including any involuntary or nonconsensual sexual conduct that would constitute the offenses of indecent exposure or assault, committed by the person's caretaker, family member, or other individual who has an ongoing relationship with the person.

**Addendum:** A written clarification or revision to this Open Enrollment. All Addenda will be posted to the HHS Open Enrollment Opportunities web page.

**Agency:** Texas Health and Human Services Commission (HHSC) or its successor agencies

**Ancillary services:** Goods and services that support core CRS services but are not primary interventions. Examples of ancillary services include PM&R physicians, supplies, medications and transportation.

**Applicant or Respondent:** Any eligible entity that submits an Application in response to this Open Enrollment. Unless the context clearly indicates otherwise, all terms and conditions of this Open Enrollment and resulting Contract that refers to Respondent or Applicant applies with equal force to Contractor.

**Application:** All information and materials submitted by an Applicant in response to this Open Enrollment.

**Assistive Technology:** Is any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified or customized, that is used to increase, maintain, or improve functional capabilities of a person with a disability.

**Behavior Management:** A set of coordinated services that provide a person with specialized forms of interventions designed to improve adaptive behaviors and reduce maladaptive or socially unacceptable behaviors, including violent dyscontrol, that prevent or interfere with the person's inclusion at home and in the community.

**Business Day(s):** The official working days of the week to include Monday through Friday, except for legal holidays observed by the State of Texas.

**Calendar Days(s):** Means all the days of the year, including, weekdays, weekends, and holidays.

**Case Manager:** A Case Manager collaborates with the Participant's interdisciplinary team and with external entities to assess, coordinate, implement, and evaluate all of the services required to meet the Participant's needs.

**Comparable Benefits:** Benefits that are similar services provided by the CRS program but are provided or paid for by another entity, such as employers, Medicaid programs and waivers, Medicare, private health insurance, workers' compensation or another agency(s) or service(s).

**Compliance:** Adhering to the state laws, regulations, guidelines, and specifications that are outlined in this manual, CRS Standards for Providers Manual, Contracting Processes and Procedures Manual, and HHS Procurement Manual.

**Contract:** Any Contract(s) awarded resulting from this Open Enrollment.

**Contractor:** An Applicant, if any, awarded a contract as a result of this Open Enrollment. May also be referenced as Provider.

**CRS:** The HHSC Comprehensive Rehabilitation Services program

**HUB Subcontracting Plan:** The Historically Underutilized Business Subcontracting Plan required by Chapter 2161 of the Texas Government Code for contracts with an expected value of \$100,000.00 or more and where subcontracting opportunities have been determined to be probable.

**Interdisciplinary team (IDT):** A team of professionals that coordinates services intended to achieve treatment goals that minimize a Participant's physical or cognitive disabilities and maximize the Participant's ability to function.

**Licensed Professional:** A person who has completed a prescribed program of study in a health field and who has obtained a license indicating his or her competence to practice in that field in Texas. Examples of licensed professionals include a physician, registered nurse, occupational therapist, physical therapist, licensed professional counselor, or social worker.

**Medical Records:** A medical record is the written history of those services provided to an individual during a hospital stay or while receiving outpatient services. Medical records may include an admitting history and physical narrative; operative reports; progress notes; or discharge summaries.

**Open Enrollment (OE):** This Open Enrollment, including all attachments, exhibits and addenda posted to the HHSC Open Enrollment Opportunities website:  
<https://resources.hhs.texas.gov/open-enrollments>

**Paraprofessional:** A person who is responsible for an aspect of a professional task, but who is not licensed as a fully qualified professional. Paraprofessional services can be provided in all service arrays, for approved medical needs only, and are provided in the home or facility (non-residential only) when necessary to enable Participant involvement. Services may include assisting with medication or therapeutic regimens, preparing and serving meals, assuring that health and safety needs are met, assisting with activities of daily living, such as hygiene and laundry, providing supervision and other care to meet a Participant's basic needs, and ensuring evacuation in case of an emergency. For non-residential services the paraprofessional must have at least one year of experience working with people with Traumatic Brain Injury (TBI) or Traumatic Spinal Cord Injury (TSCI). The intent of using paraprofessionals is to supplement the work of the licensed Provider.

**Participant:** Person receiving CRS services with a TBI, TSCI, or both

**PM&R physician:** The Primary Medical and Rehabilitation Physician

**Post-Acute Rehabilitation Services (PARS):** Services provided for individuals with a TBI and/or TSCI as recommended by an interdisciplinary team to address deficits in functional and cognitive skills based on individualized assessed needs. Services may include behavior management, the development of coping skills, and compensatory strategies. Individuals with a TBI or TBI and TSCI are eligible for residential services. Individuals with a TBI, TSCI, or both can receive these services in a non- residential setting.

**Pre-authorization:** Approval by a CRS counselor before services are provided.

**Provider:** An Applicant who is awarded a Contract as a result of this Open Enrollment. May also be referenced as Contractor.

**Psychological Services:** Psychological testing and psychological counseling provided by or under the supervision of a licensed psychologist. General diagnostic battery includes but is not limited to:

- a. A general diagnostic interview and history.
- b. Full scale intelligence test.
- c. Projective or objective personality test.
- d. Standardized academic achievement test.
- e. Review and evaluation with a written report.

**Representative:** A Participant may designate someone to serve as their representative in all or part of the rehabilitation process. The representative may be authorized to sign documents, speak

on the Participant's behalf, or serve in other capacities indicated on Form 1487, Designation of Representative.

**Service Authorization:** A written approval for service(s) to be provided. The Service Authorization identifies who and what services are to be received, the dates when they are to be rendered, and amount that is authorized. Providers must not provide services until a Service Authorization has been issued by a CRS Human Services Specialist (HSS).

**Service Array:** A set of services provided to eligible persons who have a traumatic brain injury, traumatic spinal cord injury or both. Services are based on assessed individualized rehabilitation needs. The service arrays for traumatic brain injury and traumatic spinal cord injury are outpatient therapy, inpatient comprehensive medical rehabilitation, post-acute rehabilitation, and ancillary goods and services.

**Statement of Work:** A description of what an Applicant must offer. The written statement or description and enumeration of services to be performed.

**State:** The State of Texas

**Texas Identification Number (TIN):** A 14-digit number issued to entities (i.e., sole owner, individual recipient, partnership, corporation or other organization) billing the CRS program for goods or services. The state comptroller requires the TIN on requests from any party receiving payment from the state of Texas.

**Third-party benefit:** A company, organization, insurer, or government agency other than HHSC or its successor agency that pays for the goods and services provided to a Participant.

**Traumatic brain injury (TBI):** An injury to the brain that is not degenerative or congenital and is caused by an external physical force that produces a diminished or altered state of consciousness, resulting in temporary or permanent impairment of cognitive abilities or physical functioning and partial or total functional disability or psychosocial maladjustment.

**Traumatic spinal cord injury (TSCI):** An acute, traumatic lesion of neural elements in the spinal canal resulting in any degree of temporary or permanent sensory or motor deficit or bladder or bowel dysfunction.

## ARTICLE II. GENERAL INFORMATION

### 2.1 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.

<b>Point of Contact</b>	Comprehensive Rehabilitation Services Contracting Team
<b>Email</b>	<a href="mailto:CRS_Contracts@hhsc.state.tx.us">CRS_Contracts@hhsc.state.tx.us</a>
<b>Business Hours</b>	8:00 AM to 5:00 PM Central Time (CT), Monday through Friday, excluding state-observed holidays.

Applicants must direct all requests, communications, and questions relating to this OE to the HHSC point of contact named above, unless specifically instructed to an alternate contact by HHSC. Do not contact other HHS Agency personnel regarding this OE.

To be considered for contract award, applications must only be submitted to [CRS\\_contracts@hhsc.state.tx.us](mailto:CRS_contracts@hhsc.state.tx.us). See **Section 2.11, Application Submission Requirements** for submission requirements.

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

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

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the Contract Specialist.

### 2.2 HHSC CONTRACT ADMINISTRATION

HHSC will designate a Contract Manager and provide the manager's contact information to the Provider. After the award of any Contract resulting from this OE, all communications related to the Contract will be sent to and processed through the designated Contract Manager. Additional requirements apply to legal notices, which must be provided to the HHS Chief Counsel as well as the Contract Manager.

### 2.3 SCHEDULE OF EVENTS

All dates are tentative and are subject to change at HHSC's sole discretion. Applications must be received by the HHSC point of contact designated in **Section 2.1**, by the enrollment closing period provided in the Schedule of Events below. Late applications will be deemed non-responsive and will not be considered.

<b>Schedule of Events</b>	
<b>Enrollment Period Opens Posted to Health and Human Services (HHS) Open Enrollment (OE) Opportunities webpage</b>	<i>May 29, 2026</i>
<b>Enrollment Period Closes (Final date for Receipt of Applications)</b>	<i>December 31, 2030 at 5:00 PM CST</i>
<b>Anticipated Contract Start Date</b>	<i>The effective date of a Contract, if any, awarded to an Applicant will be determined at the sole discretion of HHSC</i>

Applications must be received by HHSC prior to the closing date as indicated in this Schedule of Events or as changed via an Addendum posted to the [HHS Open Enrollment Opportunities](#) webpage. Every Applicant is solely responsible for ensuring its Application is received before the submission period closes. HHSC is not responsible for lost, misdirected or late applications.

The dates in the Schedule of Events are tentative. HHSC reserves the right to modify these dates at any time by posting an Addendum to the [HHS Open Enrollment Opportunities](#) webpage.

By submitting an Application, the Applicant represents and warrants that any individual submitting the Application and any related documents on behalf of the Applicant is authorized to do so and to bind the Applicant under any resulting contract.

Withdrawal of Application: Applications may be withdrawn from consideration or amended at any time prior to the “Enrollment Period Closes” date by emailing a request to the **Point of Contact, Section 2.1**. The e-mail subject line should contain the OE number and title as indicated on the cover page. The Applicant is solely responsible for ensuring requests are received in a timely manner by HHSC. HHSC is not responsible for lost, misdirected, or late emails.

**2.4 LEGAL AUTHORITY**

[Texas Government Code §2155.144](#) provides authority to HHSC to procure goods and services. HHSC is permitted to issue this OE in accordance with [Texas Administrative Code §391.601](#).

**2.5 ADJUSTMENTS TO CLOSING DATE**

HHSC may, at its sole discretion, adjust the closing date for this OE to meet the needs of HHSC. If an adjustment is made to the closing date specified in the Schedule of Events above, an addendum will be posted on the HHS Open Enrollment Opportunities web site.

**2.6 CHANGES, MODIFICATIONS AND CANCELLATION**

HHSC reserves the right to change, amend, modify, or cancel this OE at any time. All Applications, including those submitted after cancellation of the OE, become the property of HHSC upon receipt. It is the responsibility of each Applicant to comply with any changes,

amendments, or clarifications posted as an addendum on the HHS Open Enrollment Opportunities web page.

Applicant is responsible for checking the HHS Open Enrollment Opportunities web page frequently for changes and notices of matters affecting this OE. Failure to check the HHS Open Enrollment Opportunities web page will in no way release the Applicant from the requirements of any revisions, addenda, or additional information. 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 or for the failure of any Applicant or Provider to stay informed of all postings to the HHS Open Enrollment Opportunities web page.

## **2.7 OPEN ENROLLMENT QUESTIONS AND CLARIFICATIONS**

Written questions and requests for clarification regarding this OE are permitted if submitted by e-mail to the **HHSC Point of Contact, Section 2.1** by the deadline established in the **Schedule of Events, Section 2.3**, or deadlines established in subsequent Addenda, if any, posted to the [HHS Open Enrollment Opportunities web page](#).

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

All questions and requests for clarification must reference the applicable Open Enrollment page and section and include the following information related to this OE:

- a. Open Enrollment number
- b. Section or Paragraph number
- c. Page Number
- d. Exhibit and Section or Paragraph number from the Exhibit
- e. Page Number of the Exhibit
- f. Language, Topic, Section Heading being questioned
- g. Question for HHSC

Applicant contact information must be included in the body of the e-mail submitted with questions:

- a. Company Name
- b. Company Representative Name
- c. Phone Number
- d. E-Mail address

## 2.8 AMBIGUITY, CONFLICT, DISCREPANCY

Applicants must notify **HHSC Point of Contact, Section 2.1**, in writing of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or error in this OE prior to submitting an Application. Notices must be submitted in the same manner as submitting questions.

If Applicant fails to timely notify HHSC of such issues, Applicant submits its Application at its own risk and, if awarded a contract, Applicant, whether awarded a contract or not:

- a. Shall have waived any claim of error or ambiguity in this OE or the resulting contract,
- b. Shall not contest the interpretation by HHSC of such provision(s).
- 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.

## 2.9 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.**

## 2.10 PAGE LIMIT AND SUPPORTING DOCUMENTATION

Applicant must not exceed forty (40) pages. Pages shall be formatted for 8 ½" x 11" paper with 1-inch margins and typed in Times New Roman, 12-point font. If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the OE response, with specific reference made to the file, page, section, and/or paragraph where the supporting information can be found.

## 2.11 APPLICATION SUBMISSION REQUIREMENTS

The Application must be submitted in accordance with this section and **Section 2.15**.

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.

Applications submitted by any other method not specified in this OE, will NOT be accepted or considered.

The complete Application must be submitted to:

<b>Address For Delivery By Email Or Efax</b>
<b>Health and Human Services Commission</b> <b>Attention Contracts Team</b> <b>Email: <a href="mailto:CRS_Contracts@hhsc.state.tx.us">CRS_Contracts@hhsc.state.tx.us</a></b> <b>eFax: 512-206-3981</b>

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements, including, but not limited to, **Article IX, Exhibits, and Submission Checklist** for Submission, and ensuring timely e-mail or eFax receipt by HHSC. All Applications become the property of HHSC after submission.

The Application, including all documentation outlined in **Article IX, Exhibits, and Submission Checklist**, must be sent in its entirety in one or more e-mails or e-Faxes.

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

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

Applicants may email **Point of Contact, Section 2.1**, to request confirmation of receipt.

## **2.12 ELECTRONIC (E-MAIL) SUBMISSION**

Application and all required documentation may be submitted by e-mail to the **Point of Contact listed in Section 2.1**.

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 #x, etc.). The Applicant is solely responsible for ensuring that the Applicant's complete electronic Application is sent to and actually RECEIVED by HHSC at the proper destination server before the submission deadline.

IMPORTANT NOTE: HHSC recommends a 10MB limit on each attachment. This may require Applicants to send multiple e-mails to HHSC at [CRS\\_Contracts@hhsc.state.tx.us](mailto:CRS_Contracts@hhsc.state.tx.us) to ensure all documentation contained in an Application is received.

### **2.13 E-FAX SUBMISSIONS**

All eFax submissions should contain a cover page with each transmission with the OE number, title as indicated on the cover page and number of e-Faxes, if more than one (e.g., eFax 1 of #, etc.). The Applicant is solely responsible for ensuring that the Applicant's complete Application is sent to and actually RECEIVED by HHSC at the proper destination server before the submission deadline.

IMPORTANT NOTE: HHSC recommends a 10MB limit on each attachment. This may require Applicants to send multiple e-faxes to HHSC at 512-206-3981 to ensure all documentation contained in an Application is received.

### **2.14 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.

### **2.15 REQUIRED DOCUMENTATION 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. The e-mail or E-Fax submission must be in the order specified, identified and labeled accordingly including the documents listed below. The documents must be as follows:

- a. Exhibit A: Uniform Terms and Conditions, Affirmations with Data Use Agreement
- b. Exhibit B: Security and Privacy Inquiry (SPI)
- c. Exhibit C: Applicant Information and Disclosures
- d. Exhibit D: Direct Deposit Authorization, if applicable
- e. Exhibit E: Application for Texas Identification Number (TIN), if applicable
- f. Exhibit F: Insurance: Proof if Applicant currently has required insurance, Section 7.9 of this open enrollment.
- g. Exhibit G: Incident Reporting Form
- h. Provider Information: Submit information and company narrative pursuant **Article VI**.

- i. Facility(s) License(s): Current and valid licenses or letter(s) of acceptance for each facility type issued by HHSC in accordance with **Section 5.1** of this OE.
- j. Accreditations(s): In accordance with **Section 5.4** of this OE, as applicable
- k. Professional Licenses for:
  - 1. Director, or equivalent position
  - 2. Staff who are licensed and/or certified for providing services, **Section 5.5** of this OE.
- l. A certificate of occupancy from the local municipality, if applicable
- m. Most current Fire and Safety Inspection, if applicable

## **2.16 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.

## **ARTICLE III. CONTRACT AWARD AND TERM**

### **3.1 CONTRACT AWARD**

Any Applicant meeting all requirements of this OE and the compliance checks for participation in State contracts, may be awarded a Contract to provide services which are contingent upon the client supported by CRS.

### **3.2 CONTRACT TERM**

HHSC will award one or more Contracts under this OE. The term of the Contract will be effective on the date last signed by both the Provider and HHSC and will expire August 31<sup>st</sup> 2031, unless terminated earlier pursuant to the terms and conditions of the Contract.

At the sole discretion of HHSC, the Contract may be extended as necessary, at the then-current rate or rates as modified during the term of the Contract, to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State. This extension period may be up to an additional one-year period.

### **3.3 NO GUARANTEE OF VOLUME, USAGE, OR COMPENSATION**

HHSC does not guarantee any volume, usage, or compensation to be paid to any Applicant or Contractor under any Contract resulting from this OE. Additionally, all contracts resulting from this Open Enrollment are subject to appropriations, the availability of funds, and termination.

### 3.4 DATA USE AGREEMENT

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 A**. The Applicant must complete, and return with its Application **Exhibit B**, Texas HHS System Data Use Agreement Security and Privacy Initial Inquiry (SPI).

## **ARTICLE IV. STATEMENT OF WORK**

The Health and Human Services Commission's (HHSC) Comprehensive Rehabilitation Services (CRS) program aims to collaborate with Providers to deliver training and support services to Participants who have experienced TBI and/or TSCI. The goal of these services is to enhance functional independence and quality of life through personalized support and skill development.

### 4.1 DEFAULT GUIDELINES

The leading guidelines for the services to be provided by CRS are defined in the [CRS Standards for Providers Manual](#). Additional guidelines may be found at: [Texas Administrative Code Title 26 Part 1 Chapter 352](#), HHS Policies and Procedures, and this OE. Changes, modifications or updates to the CRS Standards for Providers Manual are published on the website at least thirty (30) Calendar Days in advance of the effective date of the changes. Additional guideline changes may occur throughout the Contract term, during which the CRS Contract Management team will notify Providers via email and on the [HHS Open Enrollment Opportunities](#) web page in accordance with **Section 2.6 Changes, Modifications and Cancellations** of any changes, modifications, or updates which Provider must respond with an acknowledgement of receipt of such change within ten (10) Business Days of notification. The Provider is at all times responsible for complying with the most current version of the HHSC CRS Standards for Providers Manual and any additional guidelines.

### 4.2 START UP, COMMUNICATIONS AND MEETINGS

An initial kickoff meeting shall be scheduled with the Provider no later than ten (10) Business Days following contract execution. Subsequent meetings shall be held quarterly throughout the Contract Term, either virtually or in person. Scheduling of the quarterly meeting will be determined during the initial kickoff meeting.

These meetings are intended to establish and maintain effective communication channels between the Provider and HHSC. The purpose is to address service expectations, reporting obligations, performance standards, and any other matters requiring resolution. CRS supports transparent and timely communication and expects Providers to proactively engage with their designated points of contact to address issues or concerns as they arise.

### 4.3 AUTHORIZED SERVICES FOR PARTICIPANTS SUPPORTED BY CRS

CRS is authorized to offer PARS for Residential, Non-Residential and Outpatient Therapy Services to Participants with TBI, TSCI, or both. The services are defined in the [CRS Standards for Providers Manual](#). The services are provided through an Interdisciplinary Team (IDT) assessment, approach, and identified on the Individual Program Plan (IPP):

- a. The Provider will request specific services that must be pre-authorized by the CRS program Social Worker.
- b. Once approved by the Social Worker, a Service Authorization (SA) will be issued to the Provider outlining the approved services to be rendered.
- c. Any changes to treatment or services listed on the SA must be submitted to the Social Worker for review and approval.

The services are defined in the CRS Standards for Provider’s Manual and, unless otherwise specified, should be considered all-inclusive. The Provider is, at all times, responsible for complying with the most current version of the HHSC CRS Standards for Providers Manual.

The Provider must provide all PARS in accordance with all state of Texas statutes, regulations, rules, policies, and guidelines, including, but not limited to [Title 26, Part 1, Chapter 352](#), [Title 26, Part 1, Chapter 506](#), [Title 26, Part 1, Chapter 553](#), [Title 26, Part 1, Chapter 554 of the Texas Government Code \(TAC\)](#) and the most current CRS Standards for Providers Manual.

PARS residential and non-residential providers must administer the Mayo- Portland Adaptability Inventory (MPAI)-4 or Functional Independence Measure (FIM) to all individuals receiving services on admission, every six (6) months while services are provided and upon discharge. Evaluations must be completed and signed by a licensed professional.

Services that are provided are based on an assessment of the Participant’s needs and strengths with the goal of achieving independence in the home and community, as well as establishing new patterns of cognitive activity or compensatory mechanisms which may include the following:

<b>PAR Services</b>	
Residential Services	A physician must prescribe residential services to receive services in a residential setting. Residential services include core services and base services.
Non-Residential Services	A physician must prescribe non-residential services to receive services in a non-residential setting based on Participants needs and preferences. Non-Residential services include core services and base services that are available to Participants in the community or at a facility.
Outpatient Therapy Services	Outpatient therapy services are provided on a one-on-one basis by licensed therapists to Participants. A physician must prescribe outpatient therapy services (as applicable), and the prescribed services are to be provided without admittance to a hospital. Outpatient therapy services are to be utilized as a continuum of PARS services and does not include residential or non-residential base services. Outpatient therapy services include core services, but are not limited to: occupational therapy,

	physical therapy, speech therapy, mental health counseling, and substance abuse services.
Ancillary Services	Ancillary services are goods and/or services related to a person’s TBI and/or TSCI, which are not outpatient therapy services and are not delivered as part of post-acute rehabilitation services, are considered ancillary which may include, Primary Medical and Rehabilitation (PM&R) physician services , paraprofessional services, medications, medical equipment, supplies, and transportation. CRS must authorize and issue applicable SA’s for these services.
Base Services	Base services include administrative costs, case management, room, board, medical, paraprofessional, dietary and nutritional services.
Core Services	The service arrays and service types are specified in the CRS Standards for Providers Manual, Title 26, Part 1, Chapter 352, Subchapters <a href="#">§352.9</a> and <a href="#">§352.11</a> of the TAC, which are provided by qualified staff members who are licensed in accordance with Texas state law and applicable licensing boards in their own specialties.

**4.4 ELIGIBLE PERSON POPULATION**

A person eligible is determined by applicable law [Texas Administrative Code Title 26 §352.7](#). Additional eligibility information may be found in the CRS Standards for Providers Manual. To be eligible to the CRS program the Eligible Person must meet the following criteria:

- a. Have a TBI or TSCI that constitutes or results in a substantial impediment to the person's ability to function within the home environment or the community.
- b. Be at least 15 years of age.
- c. Be a U.S. citizen or lawful permanent resident, and a Texas resident.
- d. Not be participating in, or be eligible for and able to access, another rehabilitation program offering similar rehabilitation treatment or therapy services; however, the person may participate in rehabilitation programs that offer complementary rehabilitation services
- e. Be willing to participate in services
- f. Be medically stable enough to participate in rehabilitation activities.

**4.5 REFERRALS, ADMISSIONS, ASSESSMENTS, AND PLANNING**

CRS program referrals originate from sources such as Applicants of this OE, hospitals, therapists, rehabilitation services, and other healthcare Providers. The referral source must inform the Participant of the eligibility requirements and assist with the referral process. Upon receipt of the referral, a CRS coordinator will respond within two business days with the following:

- a. CRS counselor’s eligibility determination.

- b. Completion of CRS Referral Form (3106) and application process.
- c. Required supporting documentation pending, if any.
- d. If determined eligible, the CRS Counselor and Participant must develop an Individualized Written Rehabilitation Plan (IWRP), including determining necessary services to meet the Participant's goals and objectives, and if determined, select a Provider of the planned services. Completion of the IWRP will place the Participant on the waiting list, which is first-come, first-serve.

Providers must develop and maintain policies and procedures for admission, which shall be made available to CRS. Admission requirements are located in the CRS Standards for Providers Manual, which includes:

- a. Assessment.
- b. Planning.
- c. Interdisciplinary Meetings.
- d. Exceptions and Limitations.

#### **4.6 SERVICE PROVIDER LOCATION(S)**

The CRS program is state-wide, which Provider service location(s) must be individually approved, and services provided under this Contract shall be provided at the approved location(s) specified on the SA(s) issued by HHSC.

If the original contract started and Provider wishes to add or remove an approved location, the Provider may request this modification via written request. After all requirements have been met, a contract amendment must be developed and signed by both parties at least sixty (60) days before the changes are implemented. HHSC, in its sole discretion, may approve or reject changes to the approved location(s). The information below must be included in the written request:

- a. Name and contact information of the facility;
- b. Facility National Provider Identifier (NPI), if applicable
- c. Proof of Insurance
- d. License or acceptance letter
- e. Accreditation
- f. Certificate of Occupancy
- g. Professional licenses of the director of each department for services provided.
- h. Services offered at the facility;
- i. Form 4109 – Texas Identification Number (TIN);
- j. Form 4108 - Direct Deposit Information

Provider shall notify the HHSC Contract Manager in writing via email within five (5) business days of any change in contact information, mailing address, telephone number, and/or email address.

#### **4.7 ELIGIBLE FACILITIES**

To be eligible to apply for a Contract and receive an award through this Open Enrollment, Applicants and Providers must meet at least one of the eligibility requirements below:

- a. Assisted Living Facility (ALF).
  1. Type A Assisted Living Facility: For residents who do not require routine attendance during sleeping hours and are capable of following directions in an emergency; or
  2. Type B Assisted Living Facility: For residents who require routine attendance during sleeping hours, staff assistance to evacuate, are not capable of following directions in an emergency; or
- b. Nursing Facility (FA): Provides institutional care to individuals whose medical condition regularly requires the skills of licensed nurses; or
- c. General Hospital: Provides Inpatient and Outpatient hospital services; or
- d. Specialty Hospital: Provides Inpatient Comprehensive Medical Rehabilitation Services; or
- e. Chemical Dependency Treatment Facilities: Offers treatment for persons with chemical dependency; or
- f. Home and Community Support Services Agency (HCSSA): Provides services for therapeutic, nursing, supportive and/or compensatory health services provided by a licensed/certified home health agency in a licensed/certified home or community-based setting.

#### **4.8 CONFIDENTIALITY**

Provider shall comply with [Health Insurance Portability and Accountability Act \(HIPAA\)](#) regulations, including [Health and Safety Code § 181, Texas Medical Records Privacy Act \(TMRPA\)](#) regulations for all Participant records and correspondence. Provider must have policies and procedures in addition to the development and use of physical safeguards and ensure that the records are available only to authorized staff members.

#### **4.9 PARTICIPANT RECORDS**

Provider must make available to CRS program staff members all documents and records related to the CRS Participant. Provider records must document compliance with applicable CRS standards.

Providers for PARS are required to submit service record details into the CRS Data Reporting System (DRS). The service record details must be submitted by the 10th Business Day of the month following service delivery (for example, services delivered in September must be uploaded by the tenth of October).

Required documentation for both the Participant's case records and the services purchased must include the following, as applicable to the service offered:

- a. Participant referral information that includes the IWRP received from the CRS counselor.
- b. Documentation reflects that the CRS counselor, Participant, and Provider are jointly involved in the planning of services, and measurable goals and objectives.
- c. Documentation of all IDT meetings and Participant participation in meetings, including attendance documentation, admission, revisions to the treatment plan that occur at least once a month, and at discharge meetings.
- d. Financial records, including copies of SA's, copies of invoices submitted for payment of services, insurance EOB and/or Letter of Denials, and records of CRS payments.
- e. Documentation that the IPP was signed by the CRS counselor, Participant, or representative and Case Manager.
- f. Critical incident reports, including the use of physical or chemical restraint.

The Provider must ensure that documentation of interventions is based on desired treatment goals and objectives that are measurable and reflect changes to the Participant's status.

Documentation of daily progress and efficacy to support services must include:

- a. Date and time or duration of the service.
- b. Signature of the person providing the service and credentials (if the person's position or certification requires clinical supervision, the supervisor must also sign the documentation).
- c. Clear details regarding the service provided and how the service provided is related to treatment plan goals and objections.
- d. Participant statements and clinical observations.
- e. Interventions and methods used to address goals and objectives.
- f. Information on the Participant's progress or lack of progress toward meeting the treatment goals and objectives, including plans to help the Participant meet the treatment goals and objectives.

Additional information may be requested by CRS program staff members, as required to support the services provided. When a request is made, the provider has ten (10) business days from the time of the request to submit all requested documentation.

#### **4.10 INCIDENT REPORTING**

Provider is required to develop and/or maintain policies and procedures for reporting allegations or incidents involving Participants. Reporting procedures are available in the CRS Standards for Providers Manual, which include:

- a. Notify CRS upon discovery but no later than twenty-four (24) hours of becoming aware of the incident.
- b. Submit CRS Incident Report Form, Exhibit G, Comprehensive Rehabilitation Services Incident Report Form.
- c. CRS SA Number

d. Grievance Procedure

Incident notifications must be sent to CRS counselor and Contract Manager at: [CRS\\_Program@hhsc.state.tx.us](mailto:CRS_Program@hhsc.state.tx.us) or eFax at 512-206-3981 or other entries as applicable in the Facility Safety Protocols found in the CRS Standards for Providers Manual. The appropriate investigating agency's toll-free number and the CRS counselor's office number must be posted in a location that is readily accessible to Participants and to staff members

#### 4.11 ENVIRONMENTAL STANDARDS

Providers must follow all state and federal guidelines for accessibility and must maintain a safe environment for Participants.

- a. Language Services: Services must be accessible in the Participant's primary language. The Provider is responsible for ensuring translation services are provided to the Participant. The cost for translation services are within the Providers responsibility and will not be reimbursed by HHSC.
- b. Accessibility: Provider must follow the [Americans with Disabilities Act \(ADA\) Accessibility Standards](#) including the [Texas Elimination of Architectural Barriers Act, Texas Government Code, Chapter 469](#) and [Texas Accessibility Standards \(TAS\)](#). Providers must complete [ADA Checklists for Existing Facilities](#) no later than ten (10) Business Days following contract execution.
- c. Provider's facility must comply with all applicable federal, state, and local laws, regulations, and codes pertaining to health, safety, and sanitation. Applicants must develop and maintain safety protocols and meet all the applicable building occupancy and safety codes.
- d. Provider Vehicles: Provider must ensure that transportation for the Participant is safe and responsible for complying with ADA accessibility standards and all requirements listed in the CRS Standards for Providers Manual.
- e. Building Occupancy Codes: Environmental safety must comply with local building occupancy codes, the Americans with Disabilities Act, National Fire Protection Association (NFPA) codes, and all applicable state laws and standards. Documentation of compliance is provided to the CRS program at the time of the original approval and the effective date when there is a change of location of services.

#### 4.12 QUALITY ASSURANCE AND CONTRACT OVERSIGHT

HHSC shall look solely to the Provider for full responsibility regarding the performance and delivery of all services under this Agreement, including the quality of services performed by staff, volunteers (non-paid workers), and/or subcontractors.

Providers are subject to periodic monitoring by CRS. Each fiscal year, CRS will assess Providers and will identify the Providers that will be monitored during a 12-month period. If CRS determines that there are compliance issues that have been identified with respect to a contract monitored, enhanced monitoring may be required. CRS performs two methods of monitoring:

- a. Desk Monitoring: Electronically by teleconference and emails.
- b. On-Site Monitoring: At Providers' facilities.

The outline for both Desk Monitoring and On--Site monitoring includes the following:

- a. Entrance conference
- b. Records review
- c. Policies and Procedures
- d. Interviews
- e. Observation
- f. Tour of facility and grounds (if applicable)
- g. Exit Conference
- h. Notification of results of the monitoring

The scope of monitoring may be categorized into separate types which may include elements of multiple types:

<b>Types of Monitoring</b>		
<b>Monitoring Category</b>	<b>Description</b>	<b>Actions</b>
Standard Monitoring	Standard monitoring activities are routine monitoring requirements that are outlined in this section of the OE.	<ul style="list-style-type: none"> <li>• Including, but not limited to, actions listed in fiscal/financial, programmatic and administrative, monitoring.</li> </ul>
Fiscal/Financial Monitoring	A review of a contractor's financial operations, which may include review of internal controls for program funds in accordance with state and federal requirements, an examination of principles, laws and regulations, and a determination of whether costs are reasonable and necessary to achieve program objectives.	<ul style="list-style-type: none"> <li>• Review of the contract terms, accounting systems, fiscal requirements, appropriate billings to the funding agency, and if applicable submission of compliance reports in accordance with state and federal laws, rules, and regulations.</li> </ul>
Programmatic Monitoring	A review of a contractor's service delivery system to determine if it is consistent with contract requirements including output, outcomes, quality, and effectiveness of programs. In programmatic	<ul style="list-style-type: none"> <li>• Review the provisions of the contract to determine desired outputs and outcomes.</li> <li>• Review contractor compliance with contract terms and conditions. This</li> </ul>

	monitoring, service-related information is reviewed for compliance with process and outcome expectations as identified in standards, rules, and contracts. This activity assesses the degree to which the identified need is being met and the quality of the service being provided.	includes assessment of the subcontractor's performance. <ul style="list-style-type: none"> <li>• Review materials to determine if services are being provided appropriately.</li> <li>• Interview organization personnel, contract staff, individuals receiving services, or others to determine if the services are being performed according to the contract.</li> </ul>
Administrative Monitoring	A review of a contractor's internal controls and operating processes.	<ul style="list-style-type: none"> <li>• Review personnel files and records.</li> <li>• Verify required training, licensure, and, if applicable, background check requirements.</li> <li>• Verify contractor insurance coverage.</li> <li>• Validate internal control processes, adherence to contractor's policies and procedures, including information security protections.</li> <li>• Review of complaints and resolutions.</li> </ul>

If a Provider and/or facility is selected for a quality review, the lead monitor will send a letter via e-mail and/or certified mail or both announcing the review. Announcement will include information on the scope of the review, including instructions on how to prepare for the review.

If CRS determines the need, a Provider that is not identified on the risk assessment may also be monitored. Agency staff members may conduct an unannounced quality review, if the CRS program determines it is necessary.

Quality Reviews will focus on how well the Provider complies with the contract to provide and deliver services, including methods and types of monitoring found in this section, which may include but not limited to:

Services	Administrative
<ul style="list-style-type: none"> <li>• Services identified by IDT.</li> <li>• Services provided in accordance with the respective service array and other needed</li> </ul>	<ul style="list-style-type: none"> <li>• Facility License and Accreditation(s)</li> <li>• Liability Insurance coverage (facility and transportation)</li> <li>• Policies and procedures.</li> </ul>

<p>services and interventions, as appropriate.</p> <ul style="list-style-type: none"> <li>• Reports on Participant abuse, neglect, or exploitation.</li> <li>• Participants, families, and guardians participate in identifying and selecting services.</li> <li>• Services provided based on the assessed need.</li> <li>• Continuity of services based on their efficacy.</li> <li>• Services billed and paid correctly based on services provided and contracted rates.</li> <li>• Staff members interact appropriately and effectively with Participants.</li> </ul>	<ul style="list-style-type: none"> <li>• List of provided new hire and annual trainings.</li> <li>• Staff qualifications, licensures, and training attendance logs.</li> <li>• Grievance Procedure, Abuse, Exploitation, Neglect,</li> <li>• Emergency Plan/Procedures, Safety Plan, Incident Report Template</li> <li>• Building and Certificate Occupancy Permit</li> <li>• Fire Inspection Report</li> <li>• HIPPA, Confidentiality policies and procedures.</li> <li>• Intake, Admission, and Discharge Procedures.</li> </ul> <p>Participant files and documentation:</p> <ul style="list-style-type: none"> <li>• Admission Form</li> <li>• Service Authorizations</li> <li>• UB-04/1500</li> <li>• EOB</li> <li>• Clinical/Progress Notes</li> <li>• Individualized Program Plan (IPP)</li> <li>• Monthly IDT notes</li> <li>• Discharge documentation.</li> <li>• Individualized Written Rehabilitation Plan (IWRP)</li> <li>• Individualized Treatment Plan (ITP) documentation.</li> </ul> <p>If Applicable:</p> <ul style="list-style-type: none"> <li>• Prescription /physician orders</li> <li>• Behavior Management Plan</li> <li>• Report if Individual was restrained</li> <li>• Termination</li> </ul>
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**4.13 CONTRACT MONITORING DOCUMENTATION AND FOLLOW UP ACTIVITIES**

Monitoring activities and results are thorough, factual, complete, and substantiate findings, such as performance deficiencies or instances of noncompliance. Once a monitoring event is concluded, a clear and concise monitoring report is developed by CRS. The initial monitoring report identifies, documents, and communicates to the Provider the facts, findings, and conclusions resulting from the review. The final monitoring report includes acceptance of the contractor’s corrective action plan (CAP), if applicable. Monitoring documentation should include:

- a. HHS agency and associated program or division.
- b. Name of person conducting monitoring.
- c. Date of monitoring activities.
- d. Fiscal year being reviewed.
- e. Type of monitoring activity (site visit or desk review, or a combination of both).
- f. Substantiated findings and dispute resolution, if any.
- g. Copies of supporting documentation to substantiate findings.
- h. Actions taken, such as escalation, liquidated damages, corrective action plans, or service or payment hold, as a result of findings from the monitoring activities.

Follow-Up activities may include:

- a. Technical assistance.
- b. Follow-up monitoring to verify compliance.
- c. Corrective action plan.
- d. Implement enhanced monitoring.
- e. Collection of improper payments/ disallowances.
- f. Impose adverse actions/remedies which may include suspension of referrals or services, liquidated damages or penalties, and/or termination of agreement.

#### **4.14 ENHANCED MONITORING**

Enhanced monitoring may include, but is not limited to, the following:

- a. More in-depth, intensive contract desk or site reviews than occur with standard monitoring based on risk, concern, and/or unsatisfactory performance.
- b. Focused reviews to specifically concentrate on identified areas of risk, concern, and/or unsatisfactory performance.
- c. Follow-up reviews to verify implementation and assess the effectiveness of corrective action.
- d. Increased/focused technical assistance or training based on repeated issues of noncompliance.
- e. Additional or more frequent contractor meetings, documentation, and/or reporting requirements to address risks or issues.
- f. Other contract monitoring activities above and beyond standard monitoring deemed necessary by the contract manager, program/division, or agency.

#### **4.15 CORRECTIVE ACTION PLAN**

HHSC may require a corrective action plan in accordance with [Texas Administrative Code Title 26, Part 1, Rule §52.273](#) if HHSC determines the contractor has not complied with its contract, including a determination of non-compliance. The written corrective action plan must be submitted within ten (10) business days after the date of the notice from HHSC.

#### **4.16 QUALITY REVIEW CLOSEOUT**

When the monitoring team accepts the corrective action plan, or there were no findings, the monitoring review is closed. A Email is sent to the Provider documenting this result.

#### **4.17 PERFORMANCE CRITERIA**

In addition to the Provider's compliance with all of its obligations and duties under the Contract resulting from this OE HHSC will evaluate the Provider's performance on the basis of compliance with this Contract, including all terms and conditions, complaints, and Participant commentaries and surveys.

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.

#### **4.18 FINANCIAL UTILIZATION REVIEW**

The use of utilization and review activities ensures program fiscal integrity, addresses the state mandate requiring program funds to be spent only as allowed under state laws and regulations, and ensures that services are based on medical necessity and the efficacy of services provided.

Records are chosen for review through a random sample or if billing issues are noted by CRS staff. Review of individual records with services and billing occurs from the point of entry into the CRS program until after the individual ends/concludes treatment and may include prospective, concurrent, and retrospective review activities.

Additionally, Contractors are required to participate in cost reporting and cost surveys performed by the HHSC Rate Analysis Department.

#### **4.19 REQUIRED REPORTS**

Provider must submit to the CRS Contract Administration Manager the following reports:

Reference	Report Name	Criteria	Frequency	Due Date
Section 5.4	Accreditation Report (licenses and credentials)	Document with all required professional licenses, certifications and credentials.	Upon Renewal and/or Annually	Upon Renewal and/or September 1 of every year
Section 5.5	Staff Report (Training, hire/termination)	Document with all staff names and dates of training	Upon Renewal and/or Annually	Upon Renewal and/or September 1 of every year

#### 4.20 SANCTIONS REMEDIES SCHEDULE SCOPE

Pursuant to [Texas Government § Code 2261.101](#), it requires that all State contracts contain a remedies schedule, a graduated sanctions schedule, or both. In accordance with that statutory requirement, sanctions and remedies will apply for the incidents specified in this section. In some cases, the actual damage caused to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if specified in the Contract, liquidated damages may be assessed against the Contractor for failure to meet the applicable aspect of the work or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- a. Through direct assessment and demand for payment to Contractor; or
- b. By deducting the amounts assessed as liquidated damages against payments owed to Contractor for work performed.

Item No.	Performance Standard	Performance Benchmark	When Assessed	Time Measure	Liquidated Damages Value
4.15 Corrective Action Plan Compliance Score	30 calendar days of the following monitoring closing date.	90%	30 calendar days of the following monitoring closing date.	Once	\$250 per non-compliance finding.

#### 4.21 WAIVER FOR GOOD CAUSE

Liquidated damages and other remedies may be waived for good cause shown at the discretion of System Agency. Contractor shall not be liable for any failure or delay in the performance of this Contract for the period that such failure or delay is beyond the reasonable control of the Contractor.

#### 4.22 DELIVERABLES

Provider will perform the requested Services and provide the Deliverables as specified in **Article IV, Statement of Work.**

#### 4.23 ACCEPTANCE CRITERIA

Provider will be ultimately responsible for the successful completion of the SA and related Services. HHSC will review files and reports before payment of an invoice is made. This acceptance applies to each Deliverable outlined in this Contract.

#### 4.24 PAYMENT TERMS

HHSC will pay the Providers for referred services provided and invoiced in accordance with the terms and conditions of the Contract. However, HHSC makes no guarantee or promise regarding the level or amount of services that may be requested or authorized under this Contract.

HHSC is the payor of last resort; therefore, all comparable benefits must be exhausted prior to payment of services.

HHSC will pay for services in accordance with applicable adopted [CRS PARS Rates](#), unless otherwise specified.

HHSC will pay for Ancillary services that are preauthorized by CRS Social Workers according to CRS policy, and are reimbursed according to the reimbursement methodology described in [Texas Administrative Code §355.9040](#).

Any Contract resulting from this Open Enrollment will be paid on a combination of fee-for-service and per diem reimbursement methods funded by state money based on services provided.

#### 4.25 LIMITATIONS OF SERVICES

Limitations of PARS are found in [26 Tex. Admin. Code § 352.13 - Limitations of Services](#).

- a. Residential and Non-Residential Services: The total duration for combined services is a maximum of 180 days.
- b. Residential Services: Persons with a TBI, or TBI and TSCI
- c. Non-Residential Services: Persons with a TBI, TSCI, or both
- d. Outpatient Therapy Services
  1. No more than two years may have elapsed between the onset of injury and the time the person initiates contact with the agency in order for the person to receive these services.
  2. Persons with a TBI, TSCI, or both
  3. Services are limited to a maximum of 120 hours

#### **4.26 PROHIBITED PAYMENTS**

Provider will not be paid for services provided:

- a. If a comparable benefit is available to fund services;
- b. Without a Service Authorization from HHSC;
- c. Outside the date range authorized in the Service Authorization; or
- d. Without a denial of benefits and explanation of benefits, as applicable.

#### **4.27 CRS PARS PAYMENT RATES**

An indicator of the level of need for services under PARS is based on historical utilization data. However, no level of service is guaranteed by this Open Enrollment or constitutes any promise or guarantee of service utilization on the part of HHSC.

The methodology to determine a per diem and a fee for service state-wide rate includes:

- a. PARS Residential includes a base component, which covers room and board, administration, personal assistance, and facility and operations costs and a tiered rate structure for core therapy services;
- b. PARS Non-Residential includes a community and facility base and a core service component, which covers core therapy services and is billed in 15-minute increments.
- c. PARS Outpatient Services includes individual services that cover core therapy services and is billed in 15-minute increments.

CRS Rules and payment rate information for residential, non-residential and outpatient service for the CRS Program and the current adopted rates may be found in [TAC Rule §355.9040](#), and [CRS Standards for Providers Manual](#).

HHSC will only pay for PARS that have been pre-approved by the Comprehensive Rehabilitation Services Counselor documented in the Individual Program Plan (IPP). Detailed service delivery data must be uploaded each month into the CRS Data Reporting System. This information collected will be utilized to evaluate the per diem and fee for service state-wide rates.

#### **4.28 PARS RESIDENTIAL RATES**

PARS Residential includes a base component, which covers room and board, administration, personal assistance, and facility and operations costs and a tiered rate structure for core therapy services.

- a. Daily Rate: The Daily Rate is the total for the Core Services Tier Rate, Base Per Diem Rate or the Base Plus Per Diem Rate, as applicable to the services provided.
- b. Base Per Diem Rate: Rate covers room and board, administration, paraprofessional services, medical (physician and nursing services), dietary/nutritional services, case management, and facility and operations costs.

- c. Base Plus Per Diem Rate: A participant receives a limited core therapy service of one-quarter to three-quarter hours per day.
- d. Core Services Tier Rate: The core services tier rate is calculated by reviewing the reimbursement for core services and determining hourly proxy rate for those core services. The hourly rate is applied to the tiered rate structure at the prescribed hourly increment for each tier. Core services may be found in [CRS Standards for Providers Manual](#), TAC Title 26, Part 1, Chapter 352, Subchapters [§352.9](#) and [§352.11](#).

#### **4.29 PARS NON-RESIDENTIAL RATES**

PARS Non-Residential includes case management, community independence support(s), medical team conferences, a community, a facility base, and a core service component, which covers core therapy services and is billed in 15-minute increments.

- a. Hourly Base Rate for PARS- Non-Residential: A standard facility or community base fee per hour, covers dietary and nutritional services, medical services, nursing services, and administrative and/or operational costs.
- b. Core Services: Core services are paid in 15-minute increments and can be provided as individual, group, small group, evaluation, and re-evaluation as specified in the [CRS Standards for Providers Manual](#), TAC Title 26, Part 1, Chapter 352, Subchapters [§352.9](#) and [§352.11](#)
- c. Transportation : A transportation fee can be billed one time a day if the Provider transports the individual to either appointments or community outings that are identified on the (IPP).

#### **4.30 OUTPATIENT THERAPY RATES**

Outpatient Therapy Services are paid based upon the Non- residential rates schedule, including individual services that cover core therapy services and are billed in 15-minute increments, but does not include case management, (except IDT Meetings) community independence supports, and facility or community- based fees.

- a. Core Services: Core services are paid in 15-minute increments and can be provided as individual, group, small group, evaluation and re- evaluation as specified in the CRS Standards for Providers. Core services and rates are located at [CRS Standards for Providers Manual](#), TAC Title 26, Part 1, Chapter 352, Subchapters [§352.9](#) and [§352.11](#).
- b. Transportation: A transportation fee can be billed one time a day if the Provider transports the individual to appointments or community outings that are identified on the (IPP).

#### **4.31 ANCILLARY SERVICES**

Ancillary services will be paid as fee-for-service pursuant [Texas Administrative Code §355.9040](#).and based on current HHSC rates. Ancillary services require an additional service authorization to the Provider or vendor provider providing the good and/or service. Ancillary

services will be paid utilizing Current Procedural Terminology (CPT) that are determined by HHSC Rate Analysis Department. For services and purchases for which a specific rate can be established without regard to the individual receiving the service or item, but for which a CRS rate has not yet been set at the time an individual's program planning team determines that the service is required, HHSC will establish an interim CRS rate.

#### **4.32 INVOICE REQUIREMENTS AND PAYMENT**

Each invoice submission must contain the information provided in the [CRS Standards for Providers Manual](#), and [Title 34 Part 1, Chapter 20, Subchapter F, Division 1, § 20.487 of the Texas Administration Code](#).

Provider shall submit to HHSC detailed and accurate invoice(s) which include the information below and Participant Record information from **Section 4.9 Participant Records**. Each invoice must be submitted by e-mail in the format prescribed by HHSC, no later than the 15th of each month, for all services provided in the previous month. Failure to submit invoices on time may be considered a contract compliance issue and be used in evaluating renewal or termination of the Contract.

The e-mail address for submitting an invoice is: [CRS\\_Claims@hhsc.state.tx.us](mailto:CRS_Claims@hhsc.state.tx.us). The invoice shall include, at a minimum:

- a. Provider's complete name, mailing address, and e-mail address (if applicable);
- b. Provider's phone number;
- c. The name and phone number of a person designated by the Provider to answer questions regarding the invoice;
- d. HHSC agency number 529, and CRS delivery address;
- e. CRS SA number;
- f. HHSC CRS contract number;
- g. Provider's valid Texas identification number (TIN) issued by the Comptroller of the State of Texas;
- h. A description of the goods or services provided, in sufficient detail to identify the SA which relates to the invoice. This may include, but is not limited to, the current procedural terminology codes;
- i. Maximum Affordable Payment Schedule (MAPS) rate, or general codes set by the program;
- j. Dates of service;
- k. Quantity and unit-cost being billed, as documented on the SA;
- l. If submitting an invoice after receiving an assignment of a contract, the TIN of the original Provider and the TIN of the successor vendor;
- m. Other relevant information supporting and explaining the payment requested;

- n. Participant's IPP, signed by the interdisciplinary team (IDT) (for initial billing for services only), if applicable;
- o. Summaries of monthly meetings, signed by the IDT (for monthly services that are not admission or discharge services), if applicable; and
- p. Discharge summary signed by the IDT or other appropriate team member (with final billing). Provider must:
  - 1. Respond to billing-related inquiries and disputed invoices from CRS program staff members within two business days; and
  - 2. Submit all documentation requested within five to 10 business days following the request.

No payment will be made under this Contract without submission of detailed, accurate invoices and supporting documentation. Failure to submit invoices on time may result in forfeited reimbursement payments, a Contract compliance issue, and be used in evaluating renewal or termination of the Contract. Invoices must also include:

- a. Participant's Explanation of Benefits (EOB);
- b. Denial letters from the insurance company, including denial letters from Medicaid, Medicare, or both, or other pay sources.
- c. UB-04 Centers for Medicare and Medicaid (CMS) 1450 or HHSC generated invoice or Health Insurance Billing Form (CMS 1500).
- d. Respond to billing-related inquiries and disputed invoices from CRS program staff members within two business days; and
- e. Submit all documentation requested within ten (10) Business Days following the request.

#### **4.33 SUPPORTING DOCUMENTATION FOR SERVICES AND FINANCIAL INFORMATION**

Each monthly invoice must include the supporting detailed program services records, containing the established reporting information, which must be uploaded into the CRS Data Reporting System by the 10th working day of the month following service delivery. The CRS Data Reporting System is a data repository that each Provider will be provided with access to enter the data or upload a CSV file each month.

Each monthly invoice must be submitted by the 15th of the month following services.

If there is a third-party benefit sought for any claim, Provider must provide all applicable documentation and communications with the invoice by the 15th of the following month. If the claim is pending insurance, a monthly update of pending insurance must be provided to HHSC. Failure to communicate pending insurance coverage or claims within the following month may result in the forfeiture of any reimbursement rights. Upon such failure, the reimbursement obligation will be deemed forfeited, and no further claims for payment may be directed to any other individuals or entities for amounts due.

#### **4.34 THIRD PARTY BENEFITS AND PAYMENT**

If there is a third-party benefit sought for any claim, Provider must provide all applicable documentation and communications with the invoice by the 15th of the following month. If an individual has third-party benefits, the Provider is required to provide HHSC CRS with the explanation of benefits or denial from other pay source(s). It is the Provider's responsibility to communicate with HHSC CRS staff regarding pre-authorizations or estimated third-party payment prior to service delivery in order for HHSC CRS staff to provide an appropriate SA. Payment by a financial agent, including but not limited to self-insured plans, commercial/private insurance plans, Medicare, Medicaid, or other parties that are, by statute, contract, or agreement, legally responsible for payment of a claim for a health care item or service. HHSC CRS is considered a payor of last resort.

If the claim is pending insurance, a monthly update of pending insurance must be provided to HHSC. Failure to communicate pending insurance coverage or claims within the following month may result in the forfeiture of any reimbursement rights. Upon such failure, the reimbursement obligation will be deemed forfeited, and no further claims for payment may be directed to any other individuals or entities for due amounts.

#### **4.35 CONSUMER PARTICIPATION**

Consumer participation refers to the monthly contribution the Participant may be required to pay for participation in the CRS program and is further defined in [Title 26, Part 1, Rule §352.14](#) and Standards for Providers Manual. Provider is responsible for the billing, collecting, or writing off the Participant's cost owed by the liable party.

#### **4.36 PROMPT PAYMENT**

All payments to a Contractor by the System Agency, any payments by a Contractor to any Subcontractor, and any payments by a Subcontractor to any other person or entity that provides Goods or Services under this Contract shall be made in compliance with [Chapter 2251 of the Texas Government Code](#) and [Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter F, Division 1, Rule §20.487](#).

### **ARTICLE V. MINIMUM ELIGIBILITY REQUIREMENTS**

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

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

## 5.1 FACILITY LICENSING REQUIREMENTS

The Applicant must have a current license issued by [HHSC Regulatory Services](#) and be operating as an eligible facility prior to contract execution.

The license must be valid, must be current and must not have been withdrawn or denied. The license must remain valid during this Open Enrollment's Application review process and throughout the entire term of any resulting contract, including all periods of renewal, if any.

- a. [Assisted Living Facilities](#) (ALF), Type A or Type B, Licensed by the HHSC Health Facility Licensing Group.
- b. [Nursing Facility](#), Licensed by the HHSC Health Facility Licensing Group.
- c. [General Hospitals](#), licensed by the HHSC Health Facility Licensing Group
- d. [Specialty Hospital](#), licensed by the HHSC Health Facility Licensing Group
- e. [Chemical Dependency Treatment Facilities](#), licensed by HHSC
- f. [Home and Community Support Services Agency \(HCSSA\)](#), a residential facility licensed to operate in Texas by HHSC; or a non-residential post-acute facility, that is either facility or community based, providing services under contract awarded as a result of this Open Enrollment and who is not licensed by HHSC as an assisted living facility, nursing facility, hospital (general or special), or chemical dependency center.

## 5.2 ACCEPTANCE LETTER FOR PENDING LICENSE

Applicants who have applied for a license and have received an acceptance letter/email from HHSC for the specific facility type, may provide the acceptance letter/email with their response to this Open Enrollment.

The HHSC acceptance letter/email must indicate the application is complete for the specific facility type and has been accepted by HHS for the document to be considered compliant.

## 5.3 LICENSE ACTION NOTICE

Applicant must notify its assigned HHSC contract manager of any action impacting Contractor's or subcontractor's license to provide services under this Contract within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the license action; and
- d. License or case reference number.

## 5.4 ACCREDITATION REQUIREMENTS

In conjunction with appropriate licensing, each Applicant and Provider must currently have an accreditation or obtain it within two years after contract execution.

- a. Assisted Living Facility (ALF)
  1. [Joint Commission on Accreditation of Health Care Organizations \(JCAHO\)](#); or
  2. [Commission on Accreditation of Rehabilitation Facilities \(CARF\)](#); or
  3. [Accreditation Commission for Health Care \(ACHC\)](#).
- b. Nursing Facility
  1. Joint Commission on Accreditation of Health Care Organizations (JCAHO); or
  2. Commission on Accreditation of Rehabilitation Facilities (CARF); or
  3. Accreditation Commission for Health Care (ACHC).
- c. General Hospital
  1. Joint Commission on Accreditation of Health Care Organizations (JCAHO); or
  2. Commission on Accreditation of Rehabilitation Facilities (CARF); or
  3. Accreditation Commission for Health Care (ACHC).
- d. General or Specialty Hospital
  1. Joint Commission on Accreditation of Health Care Organizations (JCAHCO); or
  2. Commission on Accreditation of Rehabilitation Facilities (CARF) and must be as a:
    - a) Medical Rehabilitation Program – comprehensive Inpatient Category One if accredited before July 1, 1998; or
    - b) Comprehensive integrated inpatient rehabilitation program if accredited July 1, 1998 or later.
  3. Accreditation Commission for Health Care (ACHC).
- e. Chemical Dependency Treatment Facilities
  1. Joint Commission on Accreditation of Health Care Organizations (JCAHCO); or
  2. Commission on Accreditation of Rehabilitation Facilities (CARF); or
- f. Home and Community Support Services Agency (HCSSA).
  1. [Community Health Accreditation Partner \(CHAP\)](#); or
  2. Joint Commission on Accreditation of Health Care Organizations (JCAHCO); or
  3. Accreditation Commission for Health Care (ACHC).

## 5.5 PROVIDER PERSONNEL QUALIFICATIONS, REQUIREMENTS AND TRAINING

Applicant shall establish policies, procedures, and staff trainings that align with requirements included in the Standards for Providers Manual.

Provider's staff, subcontractors, including department directors, or equivalent positions, providing services that, by law, require a professional license or certification to provide those services, must hold a current, valid, and applicable Texas license and/or certification in good standing.

Department directors or equivalent positions are responsible for ensuring that all Providers' staff hold a current, valid, and applicable Texas license and/or certification, and that they are in good standing.

Applicant must provide copies to HHSC of all licenses and/or certifications with application, at HHSC's request, and upon annual contract reviews.

Prior to submission of an application under this OE, Applicant shall complete the following activities for all employees and subcontractors:

- a. Providers must complete Cyber Training annually as outlined in the [Title 10, Subtitle B, Chapter 2054, Subchapter A, § 2054.5192](#) of the Texas Government Code.
- b. Providers staff must complete staff trainings as outlined in the Standards for Providers Manual.
- c. Providers providing direct care are required to provide in-service training to staff before assuming job responsibilities, and at least annually thereafter, staff must receive training as outlined in the CRS Standards for Providers.

Provider shall not employ, or contract with, or permit the employment of unfit or unqualified individuals or individuals not skilled in the tasks assigned to them. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to HHSC for the acts and omissions of the Contractor's employees, agents (including, but not limited to, lobbyists) and Subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents (including, but not limited to, lobbyists) and Subcontractors performing the services under the Contract.

## **5.6 STAFF RATIOS**

Provider must ensure sufficient direct-care staff, in compliance with state licensing requirements, to manage and supervise Participants according to their IPP. Adequate staffing must be maintained at all times to ensure Participant supervision.

## **5.7 SCREENING OF APPLICANTS**

Neither issuance of this OE nor retention of Applications constitutes a commitment on the part of HHSC to award a Contract. HHSC maintains the right to reject any or all Applications and to cancel this OE if HHSC, in its sole discretion, considers it to be in the best interests of HHSC to do so. Submission and retention of Applications by HHSC confer no legal rights upon any Applicant.

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

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 and qualifications and that each Application includes all required documentation, including but not limited to:

- a. To be considered Applicants must meet qualifications listed in **Article 5, Minimum Eligibility Requirements**.
- b. An Application will also be considered unresponsive if the Applicant does not accept the payment rate(s) established for the CRS PARS.
- c. HHSC may consider joint or collaborative Applications that require it to contract with more than one Applicant.
- d. Applicants have the right to amend their Application at any time prior to the completion of HHSC's initial screening and prior to sending the Application to HHSC for further screening. To make corrections, Applicant must submit a written amendment to the HHSC Point of Contact, as designated in **Section 2.1**.

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.

## **5.8    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 waved 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's e-mail address in **Section 2.1** 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 the 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.

## **ARTICLE VI. PROVIDER INFORMATION**

Applicants shall prepare an OE response that clearly and concisely represents their qualifications and capabilities. Applicants should focus on the instructions and requirements of the OE.

### **6.1 EXPERIENCE**

Applicants must meet one of the following criteria to be considered for a contract award:

- a. The organization must have been actively in business for a minimum of three (3) consecutive years, providing rehabilitation services for individuals with Traumatic Brain Injury (TBI), Traumatic Spinal Cord Injury (TSCI), or both; or
- b. The organization's principals or owners must have had recent ownership or executive management experience in a company that provided rehabilitation services for individuals with TBI, TSCI, or both, for a minimum of three (3) years.

Documentation supporting the applicant's experience and qualifications must be submitted with the application.

### **6.2 COMPANY NARRATIVE**

- a. Applicant must provide an executive summary of their application that asserts the Applicant is providing, in its proposal, all the requirements of this OE, including Article IV, Statement of Work. The summary must demonstrate Applicant's understanding of HHSC goals and objectives for this OE. The executive summary must not exceed five (5) pages and should represent a full and concise summary of the contents of the proposal.
- b. Applicants must provide a detailed narrative explaining why they are qualified to provide the Services enumerated in Article IV, Statement of Work, focusing on their key strengths and competitive advantages.
- c. The location of company headquarters and any field office(s) that may provide services for any resulting Contract under this OE;
- d. The number of employees in the company, both locally and nationally, and the location(s) from which employees will be assigned;
- e. The name, address, and telephone number of Applicant's point of contact for any resulting Contract under this OE;
- f. The name, address, and telephone number of Applicant's point of contact for any questions regarding the OE response; and
- g. Indicate whether the company has ever been in contract with any Texas state agency. If "Yes," specify the contract term, for what duties, and for which agency.

### 6.3 AUTHORIZATION TO DO BUSINESS IN TEXAS

Respondent must be authorized to do business in the State of Texas prior to an award. Respondent must provide a Certificate of Fact from the Texas Secretary of State showing that it is authorized to do business in Texas.

Respondent must be set up in the Texas franchise tax system prior to Contract award unless subject to an exemption under [Tax Code Chapter 171, Subchapter A](#) Tax Code Chapter 171, Subchapter B. Respondent must submit in its OE response a copy of Respondent's exemption status with the Texas Comptroller. Texas franchise tax information can currently be accessed at <https://comptroller.texas.gov/taxes/franchise/>.

## **ARTICLE VII. GENERAL TERMS AND CONDITIONS**

### 7.1 TERMS AND CONDITIONS

Submission of an Application in response to this OE constitutes acceptance of all terms and conditions attached to, referenced, or set forth in the OE. The Applicant shall not submit additional or different terms and conditions. Any term, condition, or other part of an Applicant's submitted application that has been rejected by HHSC, that is not accepted in writing by HHSC, or that conflicts with applicable law, this OE, any resulting Contract, or applicable terms and conditions will not constitute part of the Contract.

### 7.2 PUBLIC INFORMATION ACT - RESPONDENT REQUIREMENTS REGARDING DISCLOSURE

Proposals 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 contracts and proposals on its public website and to provide such information to the Legislative Budget Board for posting on its public website.

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

**a. Mark Original Solicitation Response:**

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

**b. Certify in Original Solicitation Response – HHS Solicitation Uniform Terms and Conditions with DUA (attached as Exhibit A to this Solicitation):** Certify, in the designated section of the HHS Solicitation Affirmations Version 2.10, Respondent's confidential information assertion and the filing of its Public Information Act Copy; and

**c. Submit Public Information Act Copy of Solicitation Response:**

Submit a separate “Public Information Act Copy” of the Original Solicitation Response (in addition to the original and all copies otherwise required under the provisions of this Solicitation). 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 Respondent claims is exempt from public disclosure must be redacted (blacked out); and
3. Respondent 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 Solicitation Response as required in Subsection (a)(2), above. The only difference in required markings and information between the Original Solicitation Response and the “Public Information Act Copy” of the Solicitation Response will be redactions - which can only be included in the “Public Information Act Copy.” There must be no redactions in the Original Solicitation Response.

**By submitting a response to this Solicitation, Respondent agrees that, if Respondent does not mark the Original Solicitation Response, provide the required certification in the Affirmations and Solicitation Acceptance, and submit the Public Information Act Copy, Respondent’s Solicitation Response will be considered to be public information that may be released to the public without notice to the Respondent in any manner including, but not limited to, in accordance with the Public Information Act, posted on HHSC’ public website, and posted on the Legislative Budget Board’s public website.**

**If any or all Respondents 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 and in any Solicitation, reserves the right to (1) disqualify all Respondents that fail to fully comply with the requirements set forth in this section, or (2) to offer all Respondents that fail to fully comply with the requirements set forth in this section additional time to comply.**

Respondent should not submit a Public Information Act Copy indicating that the entire Solicitation Response is exempt from disclosure. Merely making a blanket claim that the entire response 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 proposal subject to release under the PIA.

A Solicitation Response should not be marked or asserted as copyrighted material. If Respondent asserts a copyright to any portion of its response, by submitting a response, Respondent 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 Solicitation process, Respondent acknowledges that all information, documentation, and other materials submitted in the Solicitation Response in response to this Solicitation 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. Respondents 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 Respondents.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, please refer to the most current 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). To access and download the current Public Information Act Handbook, please visit the attorney general's website at <https://www.texasattorneygeneral.gov/open-government/members-pub>

### **7.3 APPLICANT WAIVER – INTELLECTUAL PROPERTY**

Submission of any document to any HHSC agency in response to this open enrollment 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 HHSC by the submitting party.

### **7.4 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.

### **7.5 COSTS INCURRED**

Applicants understand that issuance of this Open Enrollment or retention of Applications in no way constitutes a commitment by HHSC to award a Contract. HHSC accepts no obligations for costs incurred in preparing and submitting an Application, including, but not limited to, preparing for or participating in oral presentations and site visits. Applications shall be submitted at the sole expense of the Applicant. All Applicants shall be prepared simply and economically, providing a straightforward, concise delineation of the Applicant's capabilities to satisfy the requirements of this OE.

### **7.6 STANDARDS OF CONDUCT FOR VENDORS**

Pursuant to [Title 1 of the Texas Administrative Code Part 15, Chapter 391, Subchapter D, Rule §391.405\(a\)](#), Contractors, Respondents, and vendors interested in working with HHSC are required to implement standards of conduct for their own personnel and agents on terms at least as restrictive as those applicable to HHSC. 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. A Respondent must sign and submit all ethics, disclosure, confidentiality, and other forms required under the procurement and any resulting contract.

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, [Title 1 of the Texas Administrative Code Part 15, Chapter 391, Subchapter D, Rule §391.405\(a\)](#)).

Standards of conduct of any Contractor, Respondent, or vendor may be reviewed and/or audited by the State Auditor and HHSC, The Contractor, Respondent, or vendor must cooperate with the review and/or audit. Additionally, pursuant to [Title 1 of the Texas Administrative Code Part 15, Chapter 391, Subchapter D, Rule §391.405\(a\)](#), HHSC 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, Contractor, or Subcontractor, that violates a provision of [Title 1 of the Texas Administrative Code Part 15, 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.

## **7.7 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTION**

Provider must immediately report in writing to its assigned HHSC contract manager when Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Contract has:

- 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 felony sex crime.
- c. Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to report under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.
- d. Background checks: Provider is directly responsible for obtaining and maintaining for agency review the criminal history records of any staff member or employee of a provider and sub-contractor or employee of a sub-contractor who provides services to participants under the terms of a contract.
- e. The provider shall conduct criminal background checks and maintain this information for the agency no later than 30 days after execution of the contract for all employees and prior to any contact with participants for new employees. The provider is responsible for reporting to the agency all changes to an employee's criminal history, in writing within three business days of the provider discovering the change in the criminal history.

HHSC, at its sole discretion, may request in writing the immediate removal of any Provider or subcontractor personnel from the services being provided under the Contract. Upon such request, Provider shall immediately remove the personnel and submit notification in writing to HHSC, within one (1) calendar day of HHSC's request for removal, confirmation of the removal, and assurance of continued, compliant Contract performance.

#### **7.8 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.

#### **7.9 INSURANCE**

For the duration of any Contract resulting from this Solicitation, the successful Respondent shall acquire insurance, bonds, or both, with financially sound and reputable independent insurers, in the type and amount listed in **Exhibit F, Insurance**. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of Contract.

#### **7.10 ALTERNATIVE INSURABILITY**

Notwithstanding the preceding, HHSC reserves the right to consider reasonable alternative methods of insuring the Contract in lieu of the insurance policies customarily required. It will be the Respondent's responsibility to recommend to HHSC alternative methods of insuring the Contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent's inability to obtain the required insurance and/or bonds. HHSC shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

All certificates of insurance for required coverage must name HHSC as additional insureds and have the following address:

<b>Certificate of Insurance Address</b>
Health and Human Services Commission
Attn: CRS Contracts
Comprehensive Rehabilitation Services, Mail Code 3084
701 West 51st Street
Austin, Texas 78751

### **7.11 HUB SUBCONTRACTING PLAN 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, a HUB Subcontracting Plan is not required to be submitted with the Application.

### **7.12 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.

### **7.13 VERIFICATION OF PAST 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:

- a. Notices of termination,
- b. Cure notices,
- c. Assessments of liquidated damages,
- d. Litigation,
- e. Audit reports, and
- f. Non-renewals of contracts.

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

## **ARTICLE VIII. AWARD PROCESS**

### **8.1 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.

All awards are contingent upon approval of the HHSC Executive Commissioner or the HHSC Executive Commissioner's designee.

### **8.2 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.

### **8.3 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.

### **8.3 DISCLOSURE OF INTERESTED PARTIES**

Subject to certain specified exceptions, [Section 2252.908 of the Texas Government Code](#). Disclosure of Interested Parties applies to a contract of a state agency that has a value of at least \$1 million, or that is for services that would require an individual 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 online process for completing Form 1295 is available on the Texas Ethics Commission’s website: <https://www.ethics.state.tx.us/filinginfo/1295/>

For further information:

Reference Section 2252.908 of the Texas Government Code, which can be accessed at: [Texas Government Code Disclosure of Interested Parties](#)

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

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

**ARTICLE IX. EXHIBITS AND SUBMISSION CHECLIST**

<b><u>EXHIBIT A</u></b>	<b>HHS UNIFORM TERMS AND CONDITIONS, AFFIRMATIONS WITH DATA USE AGREEMENT</b>
<b><u>EXHIBIT B</u></b>	<b>SECURITY AND PRIVACY INQUIRY (SPI)</b>
<b><u>EXHIBIT C</u></b>	<b>APPLICANT INFORMATION AND DISCLOSURES</b>
<b><u>EXHIBIT D</u></b>	<b>DIRECT DEPOSIT AUTHORIZATION, IF APPLICABLE</b>
<b><u>EXHIBIT E</u></b>	<b>APPLICATION FOR TEXAS IDENTIFICATION NUMBER (TIN), IF APPLICABLE</b>
<b><u>EXHIBIT F</u></b>	<b>INSURANCE</b>
<b><u>Exhibit G</u></b>	<b>INCIDENT REPORTING FORM</b>
<b><u>Article IV</u></b>	<b>A CERTIFICATE OF OCCUPANCY FROM THE LOCAL MUNICIPALITY</b>
<b><u>Article IV</u></b>	<b>MOST CURRENT FIRE AND SAFETY INSPECTION</b>
<b><u>Article V</u></b>	<b>FACILITY(S) LICENSE(S)</b>
<b><u>Article V</u></b>	<b>ACCREDITATION DOCUMENTATION</b>
<b><u>Article V</u></b>	<b>PROFESSIONAL LICENSES</b>
<b><u>Article VI</u></b>	<b>PROVIDER INFORMATION</b>