Notice of Open Enrollment

For

Staffing Agency Services Covering Health Professionals

and

Allied Health Professionals

for the

Health & Specialty Care System

of the

Health & Human Services Commission

Enrollment Number HHS0005086

Enrollment Period Opens: January 13, 2020

Enrollment Period Closes: August 31, 2024

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

Revised 8.17.2020
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1. GENERAL INFORMATION

1.1. Introduction

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

Note: This open enrollment will result in multiple Contract awards to ensure complete service coverage. Any Contract resulting from this open enrollment will supersede any existing contracts.

1.2. Definitions

Refer to Exhibit B, Health & Human Services Uniform Terms and Conditions - Vendor v. 3.0 for additional definitions.

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

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

“Candidate” means a suitable person submitted by a Contractor that meets the requirements set forth by a Facility who has requested Professional Personnel.

“Contract” means the contractual agreement awarded as a result of this open enrollment solicitation including all exhibits and related attachments.

“Contractor” means the business legal entity that is awarded a Contract under this open enrollment solicitation.

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

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

"Applicant” means the entity responding to this Open Enrollment Solicitation.

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

“Professional Personnel” means all health professionals and allied health professionals that may be utilized per Section 2.1.1 of this Solicitation.
"Solicitation" means this Open Enrollment request for applications, including all Exhibits and Addenda thereto, if any.

"SSLC" means a State Supported Living Center currently operated by HHSC.

"State Hospital" means a State Hospital or Center currently operated by HHSC.

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

"System Agency" means HHSC, its officers, employees, or authorized agents.

1.3. Point of Contact

The sole point of contact for inquiries concerning this open enrollment is:

Jodi Day, CTPM, CTCM
HHSC HSCS Contract Specialist
Email: Jodi.Day@hhsc.state.tx.us

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

1.4. Procurement Schedule

All dates are subject to change at HHSC’s discretion. Applications must be received by the HHSC Point of Contact identified in Section 1.3 by the enrollment closing period provided in the Procurement Schedule below. Late Applications will be deemed unresponsive and will not be considered for award.

<table>
<thead>
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<th>Table 1 - Procurement Schedule</th>
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<tbody>
<tr>
<td>Open Enrollment Period Opens</td>
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<td>January 13, 2020</td>
</tr>
<tr>
<td>Open Enrollment Period Closes</td>
</tr>
<tr>
<td>August 31, 2024</td>
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1.5. Terms and Conditions

Any Contract awarded as a result of this Solicitation will include, as an attachment, HHSC Data Use Agreement (Exhibit A to this Solicitation); HHSC Uniform Terms and Conditions (Exhibit B to this Solicitation); and Contract Affirmations (Exhibit C to this Solicitation).

1.6. Background

1.6.1. Overview of HHSC
HHSC Health & Specialty Care System
Staffing Agency Services Covering Health Professionals and Allied Health
Professionals Enrollment Number: HHS0005086

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

1.6.2. Overview of the State Operated Facilities

HSCS oversees the operations of 11 State Hospitals and 13 SSLCs across the state. The State Hospitals are Medicare certified, Medicare approved mental health facilities accredited by The Joint Commission. SSLCs provide facility-based direct services and supports to people with intellectual and developmental disabilities. Both types of facilities provide 24-hour care 365 days/year. Information regarding the Health & Specialty System and its programs is available online and can currently be accessed at https://hhs.texas.gov/.

A list of all the Facilities and their locations is attached as Exhibit E of this open enrollment.

1.7. Eligible Applicants

To be eligible to receive an award through this open enrollment, Applicants shall:

1.7.1. Be an established company providing staffing agency services (no individuals may apply);

1.7.2. Be registered with the Internal Revenue (IRS), having an Employer Identification Number issued by the IRS;

1.7.3. Be capable of providing the services described in Section 2 of this open enrollment;

1.7.4. Accept the requirements of this open enrollment;

1.7.5. Submit a completed enrollment application with all required forms and documents;

1.7.6. Not be debarred from receiving any federal or state funds at the time of the Contract award;

1.7.7. Be legally authorized to do business in the State of Texas with a franchise tax account status of "Active" with the Texas Comptroller of Public Accounts. Applicants can check their status at http://www.cpa.state.tx.us/taxinfo/coasintr.html

1.7.8. Be authorized as a public or private entity to do business in Texas with the Secretary of State;
1.7.9. Be free from negative reports in the Vendor Performance Tracking System on the Centralized Master Bidder List (CMBL);

1.8. Contract Type and Term

1.8.1. HHSC may award Contracts to all Applicants meeting the requirements under this open enrollment. The Contract period will begin on the effective date stated in the Contract, which is anticipated to be February 1, 2020, and will end August 31, 2024.

1.8.2. Option to Extend Services: The applicant, by submission of a Contract to this solicitation, agrees that HHSC may require continued performance, beyond the initial term or renewal Contract term, of any of the herein described services at the rates specified herein. This option may be exercised more than once, for the purpose of meeting HHSC procurement goals, but the total extension of performance hereunder shall not exceed one hundred twenty (120) calendar days. Such extension of services shall be subject to all specifications and terms and conditions of the Contract resulting from this procurement, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. HHSC may exercise this option upon notice to the awarded Applicants.

1.8.3. The HHS ordering agency will pay for services in accordance with the Staffing Enrollment Rate Schedule, attached as Exhibit D. Rates may be increased one time during the term of the Contract per Section 3.4 of this open enrollment. The Contractor has the option to voluntarily request a price reduction in writing at any time to the appropriate HHS contracting agency.

1.8.4. No level of service is guaranteed by this procurement, or constitutes any promise or guarantee of service utilization, on the part of HHS agencies.

1.9. Amendments and Announcements Regarding this Open Enrollment

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

All questions and comments regarding this open enrollment must be sent in writing via email to the HHSC Point of Contact identified in Section 1.3. Questions must reference the appropriate open enrollment page and Section number. HHSC reserves the right to amend answers prior to the open enrollment closing date.
At all times, Applicant will maintain and monitor at least one active electronic mail (Email) address for the receipt of Application-related communications from HHSC. It is the Applicant’s responsibility to monitor this email address for Application-related information.

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

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

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

1.11. Right to Reject Applications or Portions of Applications

HHSC may, in its discretion, reject any and all applications or portions of one.

1.12. Amendments to Applications

1.12.1. Applicants have the right to amend their Applications by submitting a written amendment to the Point of Contact in Section 1.3 of this open enrollment, at any time prior to:

1.12.2. Notification to Applicant that its Application has been deemed unresponsive pursuant to Section 5.2 of this open enrollment; or

1.12.3. The closing of the open enrollment period as provided in Section 1.4 or subsequent addenda.

1.13. Corrections to an Application

HHSC may allow for corrections to an Application during the open enrollment screening process.

1.14. Joint Applications

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

1.15. Withdrawal of Applications

Applicants may withdraw their Application from consideration by submitting a written request for withdrawal to the Point of Contact in Section 1.3 of this open enrollment.

1.16. Debriefing

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

2. STATEMENT OF WORK

2.1. Need for Services

2.1.1. HHSC Health & Specialty Care System is seeking Contractors to provide staffing agency services including health professionals, such as doctors, nurses, therapists, nursing assistants, non-licensed professional direct care staff, therapy assistants and other allied health professionals. These Professional Personnel will serve individuals with intellectual disabilities who live at the SSLCs or individuals with mental illness who reside at state hospital facilities. The following is a list of health professionals and allied health professionals that HHSC Health and Specialty Care Systems may be seeking from the staffing agencies; however it is not an all-inclusive list.

- Physicians, including primary care physicians and all specialists
- Physician Assistants
- Advanced Practice Registered Nurses
- Registered Nurses
- Licensed Vocational Nurses
- Sitters
- Direct Support Professionals
- Psychiatric Nursing Assistants
- Certified Nursing Assistants
- Pharmacists
- Pharmacy Technicians
- Dentists
- Dental Assistants
- Dental Hygienists
- Physical Therapists
- Physical Therapy Assistants
- Occupational Therapists
- Occupational Therapy Assistants
- Speech Language Pathologists
- Audiologists
- Respiratory Therapists
- Dieticians
- Psychologists
- Psychological Associates
- Board Certified Behavior Analysts
- Licensed Professional Counselors
- Licensed Social Workers
- Licensed Sex Offender Treatment Providers
- Lab Technicians
2.1.2. HHSC HSCS may also seek the services of other individuals licensed, certified, registered, or otherwise authorized by the State to practice health or allied health professions.

2.1.3. Contractors will use reasonable efforts to provide qualified Candidates for Professional Personnel to serve in a variety of positions, both managerial and non-managerial.

2.1.4. Contractors who can meet the Facility’s need must respond to the Email request for Professional Personnel within the allotted timeframe specified to be considered for the provision of contracted services.

2.2. Contractor Requirements

2.2.1. The Contractor shall comply with all federal, state, and local laws, ordinances, and rules, and with the orders and decrees of any court or administrative bodies in any matter affecting the performance of the Contract including, if applicable, workers’ compensation laws, minimum wage and maximum hour statutes and rules, and licensing laws and regulations. Contractor shall comply with Joint Commission standards when they are applicable.

2.2.2. The Contractor acknowledges that the Professional Personnel providing services under the Contract are employed by the Contractor and are not employed by System Agency. Accordingly, System Agency is not responsible for workers' compensation insurance or providing fringe benefits normally provided to state employees. If the Professional Personnel are employees of the Contractor, the Contractor will be responsible for all employment taxes or other payroll withholding.

2.2.3. The Contractor will comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, regarding employment verification and retention of verification forms for any individuals who will perform services under this Contract.

2.2.4. The Contractor will use the U.S. Department of Homeland Security’s E-Verify system to determine the employment eligibility of all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract.

2.2.5. The Contractor will ensure that Professional Personal are informed regarding their duty to report abuse, neglect and exploitation pursuant to Texas Statute and Rule.

2.2.6. The Contractor must adopt and implement workplace guidelines similar to the HHSC HSCS guidelines concerning persons with AIDS/HIV infections as required by Texas Health and Safety Code, Section 85.113.

2.2.7. Contractor will perform services in accordance with best practices and high professional standards used in well-managed operations that perform services
similar to the services described in this procurement. The Contractor shall have available, under its direct employment and supervision, the necessary organization and Facilities to properly fulfill services required under the Contract. Only personnel trained in completing the services shall be utilized for this Contract.

2.2.8. The Contractor must provide a 24-hour contact number and name in case of any urgent issue that may arise. The Contractor or a representative of the Contractor’s company must be available at all times.

2.2.9. Contractor may be asked to provide Professional Personnel to work any day of the week and during any shift.

2.2.10. Contractor may be asked to provide physicians, physician assistants, advance practice nurses, and pharmacists or any other Professional Personnel to be on-call.

2.2.11. Contractor will bill for the hours worked on a designated holiday at 1.5 times the standard hourly rate. The designated holidays are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

2.2.12. Contractor may not bill more than 1.5 times the standard or weekend rate for any hours worked over 40 within one week. However, HHSC does not allow Professional Personnel to work more than 40 hours per week unless it is scheduled and approved on an individual basis by each Facility. A Facility may schedule additional hours with the Contractor in an emergency situation that is not the Contractor’s fault. The Contractor must ensure that the scheduling of Professional Personnel prevents unapproved overtime. HHSC will not be responsible for the extra costs associated with unapproved overages.

2.2.13. For registered nurses, licensed vocational nurses, nursing assistants, and non-licensed professional direct care staff, shifts may be scheduled as much as four weeks in advance or as little as two hours in advance. If a shift is canceled two or more hours before it starts, the agency does not have to pay for the shift. If a shift is canceled less than two hours before it starts, the agency will pay for only two hours of work. If a shift is canceled after it begins, the agency will pay for the actual hours worked.

2.2.14. Contractor must review the lists of excluded individuals and entities maintained by the Office of Inspector General of the United States Department of Health and Human Services and the Office of Inspector General of the Texas Health and Human Services Commission to ensure that none of the Professional Personnel provided to HHSC under this Contract are excluded from the Medicare or Medicaid programs. This review must occur before the Contractor responds to any request from HHSC and at least once a month while an individual is placed with HHSC. Further information can be found at https://oig.hhs.gov/exclusions/index.asp.
2.2.15. The Contractor shall maintain a file for each professional for review by the Facilities. Each file must include:

2.2.15.1. Evidence of current licensure or applications for licensure in the State of Texas;

2.2.15.2. Evidence of current certification in cardiopulmonary resuscitation (CPR), which must be renewed annually;

2.2.15.3. Evidence of any specialty certification, if any;

2.2.15.4. Documentation of any special education, training, or certifications;

2.2.15.5. Documentation of the successful completion of Contractor’s competency requirements, if any;

2.2.15.6. Documentation of successful completion of HHSC HEALTH AND SPECIALTY CARE SYSTEMS competency requirements, if any;

2.2.15.7. Evidence of employee misconduct registry checks;

2.2.15.8. A minimum of two current work references;

2.2.15.9. All documentation required by the Joint Commission, if applicable;

2.2.15.10. United States Customs and Immigration Services form I-9 and documentation establishing identity and work authorization;

2.2.15.11. Curriculum vitae, resume, or work history of some kind;

2.2.15.12. Results of current tuberculosis test, which must be done annually.

2.2.16. The Contractor must refer allegations involving the clinical practice of a physician, dentist, or nurse to the Facility’s medical, dental, or nursing director, as appropriate to the discipline involved, for review for possible peer review and reporting to disciplinary boards.

2.2.17. Contractor shall respond in writing to any contact by HHSC regarding performance issues of Professional Personnel provided by the Facility. If the performance issue is not resolved to the satisfaction of HHSC, HHSC will send to the Contractor a written request to replace the Professional Personnel. The Contractor shall replace the Professional Personnel as quickly as possible, but will make every attempt to have the replacement on site within twenty-four (24) hours or less after the request. HHSC must approve any replacement Professional Personnel, but will not unreasonably withhold approval. The parties will work together when replacement personnel are required so that
services are not disrupted to individuals residing at the Facilities. At the Facility’s discretion, the Facility may choose to seek a replacement from other Contractors.

2.2.18. The Contractor must correct all other performance issues reported to it within forty-eight business hours. If requested by HHSC, the Contractor shall provide a written report detailing the performance issues and their resolution. The HHSC Contract Manager will discuss performance deficiencies with the Contractor and seek to achieve resolution of the issues with the Contractor. The HHSC Contract Manager will report the following compliance issues to HHSC Procurement & Contracting Services (PCS) for resolution:

2.2.18.1. Failure to reach agreement on corrective action;
2.2.18.2. Failure to perform in accordance with corrective action plan;
2.2.18.3. Repeated violations of this Contract; and
2.2.18.4. Repeated violations of corrective action plans.

2.2.19. The Contractor will be responsible for:

2.2.19.1. Damage to HHSC equipment, and
2.2.19.2. The workplace and its contents by its works, its negligence in work, its personnel, and its equipment.

2.3. Insurance Requirements

The Contractor will:

2.3.1. Carry director or officer liability insurance coverage in an amount not less than the value of the Contract that is sufficient to protect the interests of the state in the event an actionable act or omission by a director or officer of the Contractor damages the state’s interests;

2.3.2. Carry worker’s compensation insurance coverage for its employees through a licensed insurance company.

2.3.3. Ensure that all Professional Personnel other than physicians have professional liability insurance to cover their activities under the Contracts resulting from this open enrollment;

2.3.4. Carry comprehensive general liability insurance with minimum bodily injury limits of $500,000.00 for each occurrence, and property damage limits $500,000.00 for each occurrence to include premises-operations, broad form property damage, personal injury and contractual liability coverage; and

2.3.5. Agree to provide proof of insurance upon request by HHSC.
2.4. **Professional Personnel Qualifications**

2.4.1. Professional Personnel must maintain licenses they need to practice their professions without any restrictions.

2.4.2. Professional Personnel must not be excluded from providing services to persons on Medicare and Medicaid.

2.4.3. Professional Personnel must be able to pass criminal history checks, including fingerprint checks, and registry clearance checks. The Facility will conduct these checks before an individual begins working at the Facility. The Facility will not accept any individual who:

   2.4.3.1. Has been convicted of or has received deferred adjudication for any of the criminal offenses listed in the Texas Health and Safety Code § 250.006(a);

   2.4.3.2. Has a criminal history record which indicates that the person is not qualified or suitable for work at the Facility;

   2.4.3.3. Is listed as revoked in the Nurse Aide Registry;

   2.4.3.4. Is listed as unemployable in the Employee Misconduct Registry; or

   2.4.3.5. Has a confirmation of abuse or neglect in the Client Abuse and Neglect Reporting System (CANRS).

2.4.4. Professional Personnel must have current certification in CPR by a major accrediting organization, e.g., American Heart Association or Red Cross.

2.4.5. Professional Personnel must be able to generate and use an electronic medical record.

2.4.6. Physicians must have Drug Enforcement Administration (DEA) and Department of Public Safety (DPS) controlled substance registrations.

2.4.7. HHSC prefers physicians to have privileges in good-standing with at least one Joint Commission accredited hospital.

2.4.8. Advanced Practice Registered Nurses must have graduated from an Advanced Practice Registered Nursing Program, or an educational program approved by the Texas Board of Nursing or accredited by a national accrediting body recognized by the Board.

2.4.9. Doctors must have basic experience and knowledge in evaluating and diagnosing patients with a variety of psychiatric and general medical conditions.
2.4.10. Doctors must have experience commensurate with performing required procedures successfully and knowledge in evaluating, diagnosing, and treating patients with a variety of psychiatric and general medical conditions typical of the persons served by HHSC.

2.4.11. Doctors and nurses must have the ability to provide examinations, evaluations, and consultations and perform specific treatment as necessary.

2.4.12. HHSC prefers Professional Personnel have at least one (1) year experience in their field of expertise.

2.4.13. Professional Personnel must be at least eighteen (18) years of age.

2.5. Professional Personnel Work Requirements

2.5.1. Professional Personnel will provide usual and customary services of a professional in their specialty.

2.5.2. Contractor will provide written or dictated reports on services performed within guidelines established by the Facility utilizing the Facility’s client record systems.

2.5.3. Professional Personnel will conduct themselves in accordance with the rules of the licensing entity applicable to their profession.

2.5.4. Professional Personnel will complete the duties assigned by HHSC staff or Contractors above them in the chain of command at the Facility.

2.5.5. Professional Personnel must interact with staff, other Contractors, and consultants of HHSC in a cooperative manner, and will consult with such persons regarding services provided as necessary.

2.5.6. Professional Personnel will complete the training required and provided by the contracting Facility. Contractor will be compensated at the regular hourly contract rate for the hours of training the Professional Personnel attend. The Professional Personnel must demonstrate competence prior to beginning work. The Facility will provide the method of demonstrating competence.

2.5.7. While performing the services, Professional Personnel must comply with applicable state laws, regulations, and Facility requests regarding personal and professional conduct applicable to the service location and otherwise conduct themselves in a businesslike and professional manner.

2.5.8. Professional Personnel must abide by the HHSC site regulations, including speed limits, parking, security regulations, smoking, and prohibition of carrying firearms and weapons on State property.

2.5.9. Professional Personnel may not use or be under the influence of intoxicants or illegal drugs while on duty and may not bring intoxicants or illegal drugs onto state property.
2.5.10. All services and deliverables under the Contract shall be provided at a quality level and in a manner consistent with industry standards, customs, and practices.

2.5.11. Professional Personnel will be available for scheduled shifts and provide at least five (5)-days-notice for planned absences when at all possible. Actual shifts vary from Facility to Facility and may vary for different professions. However, a standard shift is eight hours.

2.5.12. Professional Personnel will remain on campus during scheduled hours except when specifically assigned to travel off campus for business purposes.

2.5.13. Professional Personnel will document their hours worked in a Facility Services Log and submit it to the Clinical Director on a weekly basis.

2.5.14. Professional Personnel will report abuse, neglect and exploitation pursuant to Texas Statute and Rule.

2.6. Goals, Outputs, and Measurable Outcomes

2.6.1. Goals: HHSC seeks to obtain for their Facilities timely services of qualified Professional Personnel to provide necessary and quality care for the individuals served at the Facilities.

2.6.2. Outputs: After receiving requests from the Facilities, the Contractors will submit qualified Candidates for Professional Personnel to care for the individuals served at the Facilities.

2.6.3. Measurable Outcomes: HHSC will monitor the performance of the Contract issued under this open enrollment. All services under the Contract shall be provided at a quality level and in a manner consistent with industry standards, customs and practices.

3. INVOICING AND PAYMENT

3.1. Method of Payment

3.1.1. The HHSC ordering Facility will pay for services in accordance with the Open Enrollment Fee Schedule published with this enrollment.

3.1.2. HHSC will issue one Contract to each staffing agency awarded a Contract.

3.2. Invoicing Process

3.2.1. Contractor invoices will be submitted to the HHSC Facility and must reference the Contract number. Invoices must have a detailed sheet attached showing date and hours worked for each employee. All hours worked must be approved and approval will be documented via designated Facility signature.
3.2.2. The Contractor must submit invoices to the address specified by each Facility.

3.2.3. Contractor must submit invoices on a monthly basis or as otherwise indicated by the Facility.

3.2.4. The Contractor must submit separate invoices for each service location.

3.2.5. Failure to submit required information may result in delay of payment or return of invoice.

3.2.6. No payment will be made under the Contract until and unless the HHSC Facility approves the services performed.

3.2.7. Rates shown on the Enrollment Fee Schedule are all inclusive and no other charges are authorized. The Contractor must pay for any expenses incurred. The HHSC Facility will not pay for any per diem, travel, hotel, equipment, phone calls, paper, reproduction services, office space, or other incidental expenses related to performing the services as advertised.

3.3. Payment Disputes

3.3.1. If HHSC disputes payment of any portion of an invoice from the Contractor, the HHSC Facility will notify the Contractor of the dispute and both parties will attempt in good faith to resolve the dispute. The HHSC Facility will not pay any disputed portion of a Contractor’s invoice. The Contractor must continue to perform the services and produce deliverables in compliance with the terms of this agreement pending resolution of any dispute so long as all undisputed amounts continue to be paid to the Contractor.

3.4. Rate Adjustments

3.4.1. Rates will be reviewed January 2022, and rate increases will be permitted and published based on any increase in the Urban Wage Earners and Clerical Workers Consumer Price Index, U.S. city average, All items - CWUR0000SA0 (CPI-W) as published by the Bureau of Labor Statistics, Washington, DC 20212.

3.4.2. The baseline index shall be the CPI-W Index announced by the Bureau of Labor Statistics for February 2020. Any allowable percent change shall be calculated by subtracting the Baseline Index from the CPI-W Index announced for the month in which the rate increase is exercised and dividing the result by the Baseline Index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and shall be the maximum unit price adjustment permitted with a 5% cap.

4. APPLICATION REQUIREMENTS

4.1. Application Submittal Instructions
Applicant must submit the application and required documents per the instructions in Sections 4.2 and the email address noted in Section 4.3. The documents must be compatible with Microsoft Office 2016. Applicants must ensure there are no encryptions on these devices, so as to prevent HHSC from opening the documents. **The electronic Application submission must be organized as directed in Section 4.3 of this open enrollment.** If Applicant is having difficulty providing an electronic Application submission, contact the point of contact identified in Section 1.3 of this open enrollment for hard copy submittal accommodations.

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

- Name of the Organization;
- Organization’s point of contact;
- Organization’s point of contact’s job title;
- Organization’s point of contact’s telephone number and Email address;
- HHSC open enrollment number HHS0005086; and
- Date of submission.

### 4.2. Organization of Electronic Submission of Application

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

- **File 1:** Attachment A, Application for Enrollment  
  File naming convention: Application - Company name

- **File 2:** Attachment B, Three (3) references  
  File naming convention: References - Company name

- **File 3:** Attachment C, Respondent Affirmations and Solicitation Acceptance  
  File naming convention: Attachment C, Respondent Affirmations and Solicitation Acceptance - Company name

- **File 4:** Security and Privacy Inquiry (SPI – Attachment 2 to Exhibit A, Data Use Agreement),  
  File naming convention: SPI - Company name

### 4.3. Delivery of Application

The Applicant must email the Application packet by the due date listed in the Procurement Schedule in Section 1.4 for the enrollment period closing to the following email address with the subject line **HHS0005086 and company name.**

**Email To:** HSCSFacilityContracts@hhsc.state.tx.us
4.3.1. The Applicant is responsible for appropriately marking and delivering the Application and related materials in response to this open enrollment by the Application due date.

4.3.2. Submission of an Application does not execute a contract.

5. ELIGIBILITY DETERMINATION

5.1. Initial Compliance Screening

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

5.2. Unresponsive Applications

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

5.2.1. The Applicant fails to meet major open enrollment specifications, including;

5.2.1.1. The Applicant fails to submit the required Application, supporting documentation, or forms;

5.2.1.2. The Applicant is not eligible under Section 1.7 of this open enrollment;

5.2.2. The Application is not signed;

5.2.3. The Applicant does not accept the payment rate established in this open enrollment;

5.2.4. The Applicant’s Application is not clearly legible - typewritten is preferred;

5.2.5. The Application is not received by the closing of the open enrollment period as provided in Section 1.4 of this open enrollment.

APPLICANTS WHO SUBMIT APPLICATION PACKAGES CONTAINING ANY EXCEPTION TO ANY COMPONENT OF THE FOLLOWING DOCUMENTS WILL NOT BE CONSIDERED FOR AWARD.

- EXHIBIT A - HHSC DATA USE AGREEMENT AND ANY ATTACHMENT THERETO;
- EXHIBIT B - HHSC UNIFORM TERMS AND CONDITIONS; OR
- ATTACHMENT C – HHSC RESPONDENT AFFIRMATIONS AND SOLICITATION ACCEPTANCE
ADDITIONALLY, HHSC WILL NOT CONSIDER ANY EXCEPTIONS TO ANY OF THE ABOVE REFERENCED EXHIBITS OR ATTACHMENTS SUBMITTED SEPARATELY FROM AN APPLICATION OR AFTER THE APPLICATION DUE DATE.

5.3. Corrections to Applications

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

5.4. Review and Validation of Applications

The Applicant must provide full, accurate, and complete information as required by this open enrollment. By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant’s, its directors’, officers’, and employees:

5.4.1. Past business history, practices, and conduct;

5.4.2. Ability to supply the goods and services; and

5.4.3. Ability to comply with Contract requirements.

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

5.5. Factors in Making Contracting Decisions

5.5.1. Priority will be given to Contractors who:

5.5.1.1. Are able to meet the needs of HHS agencies for whom services are being purchased;

5.5.1.2. Are able to provide the required services when needed by the HHS agency;

5.5.1.3. Have the ability to comply with Contract requirements;

5.5.1.4. Demonstrate indicators of probable Contractor performance under the Contract, such as:

5.5.1.4.1. Past Contractor performance, the Contractor’s ability to perform, and the Contractor’s experience and responsibility.
5.6. Method of Allocation

Once Contracts are awarded, Contractors will be asked, on an as needed basis, to provide Professional Personnel Candidates to serve in a variety of positions, both managerial and non-managerial. HHSC will provide specific information about the position(s) to be staffed when making a request for Professional Personnel. To request Professional Personnel, a Facility will send an email to all Contractors identifying the profession needed, providing a job description, describing any special requirements and indicating a response due date. Contractors who have a Candidate that can meet the Facility’s need must respond with a Candidate within the allotted time as determined by HHSC. After receiving and assessing all responses, the Facility will contact the Contractor who has provided the Candidate that, based upon HHSC’s determination, can best meet the needs of the Facility.

If more than one Contractor submits the same Candidate, HHSC procedure for selecting which Contractor to use is completed in the following order of precedence:

1. Contractor is a Texas certified HUB vendor
2. Contractor who responded first

6. ATTACHMENTS, FORMS AND EXHIBITS

Applicants must complete and submit the forms per Section 4.

6.1. Application for Enrollment and Required Forms

The Application Package will consist of the following:

- Signed Attachment A, Application for Enrollment
- Attachment B, Three (3) references
- Signed Attachment C, Respondent Affirmations and Solicitation Acceptance
  
  Applications received without a signed Attachment C, will be disqualified

- Signed and Completed SPI.

6.2. Exhibits

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, and Exhibit B, HHSC Uniform Terms & Conditions.

The list of Exhibits referenced in this solicitation are as follows:

- Exhibit A Data Use Agreement v.8.5
- Exhibit B HHSC Uniform Terms & Conditions-Vendor v.3.0
- Exhibit C Sample contract (do not sign)
- Exhibit D Rate Schedule
- Exhibit E Facility Locations
If the Applicant is offered a Contract, the requesting HHS agency will route contract documents for signature. The resulting Contract Signature Document may include differing terms than **Exhibit C**. Do not sign or submit **Exhibit C** as part of the Application. **Exhibit C** is designed solely for reference purposes.