

**SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001033900007**

The Contract for Fee-For-Service (FFS) Non-emergency Medical Transportation (NEMT) Demand Response Transportation Services (DRTS) is between Health and Human Services Commission (HHSC) and Ride4Health dba **GOLDEN CRESCENT REGIONAL PLANNING COMMISSION** (“Contractor”). HHSC and Contractor may be referred to in this Contract individually as a “Party” and collectively as the “Parties.”

HHSC is an administrative agency within the executive department of the state of Texas, having its principal office at 4601 Guadalupe Street, Austin, TX, 78751.

Contractor is a DRTS provider organized under the laws of the state of Texas, having its principal place of business at 713 East Main Street, Uvalde, Texas 78801.

The purpose of this Contract is to set forth the terms under which, DRTS providers provide FFS NEMT to eligible Clients of HHSC in the Children with Special Health Care Needs (CSHCN) Service program, Transportation for Indigent Cancer Patients (TICP) program, and Medicaid FFS.

1. LEGAL AUTHORITY

This Contract is entered into pursuant to Chapter 531 of the Tex. Government Code; Chapter 32 of the Tex. Human Resources Code; Title 1 Tex. Admin. Code (TAC) Chapter 380; Title XIX of the Social Security Act; and Title 42 Code of Federal Regulations (C.F.R.) § 440.170(a)(4).

2. CONTRACT DURATION, RENEWALS AND EXTENSIONS

2.1 Initial Contract Period. This Contract shall be effective on October 1, 2022, and terminate on August 31, 2024, unless renewed, extended or terminated sooner.

2.2 Renewals and Extensions. The Parties may renew or extend this Contract for an additional two one-year period or periods, but the total Contract term may not exceed five years from the Effective Date. Notwithstanding the limitation in the preceding sentence and subject to applicable legal authority, HHSC, in its sole discretion, may extend the Contract to ensure continuity of services, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State.

2.3 Termination for Convenience. Either Party may terminate this Contract for convenience and without penalty with 90 days prior written notice. The termination date will be calculated as the last day of the month following 90

days from the date the notice of intent to terminate is received by either Party. This section takes precedence over and supersedes Section 9.2 Termination for Convenience of **Attachment E** - Uniform Terms and Conditions Section, Vendor 3.3.

3. STATEMENT OF WORK

Contractor must provide all services identified in **ATTACHMENT B**, Statement of Work, in accordance with all contract requirements.

4. COMPENSATION

By executing this Contract, Contractor agrees to the contracted rates for the Contract term, including the initial term, and all renewals and extensions exercised. All expenditures under the Contract will be in accordance with **ATTACHMENT B**, Statement of Work and **ATTACHMENT C**, Demand Response Transportation Services Rates, Invoicing Requirements and Payment Terms.

5. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of its respective Party.

HHSC Contract Representative

Jude Rotimi and Akieva Sermons
Health and Human Services Commission
4601 W. Guadalupe Street,
Mail Code H-4116
Austin, Texas 78751
CMD_ManagedCareOrganizations@hhs.c.state.tx.us

Contractor Contract Representative

Michael Ada, Executive Director
Golden Crescent Regional Planning
Commission
1908 N. Laurent St. Ste. 600,
Victoria, TX , 77901
Telephone: (361)578-1587 ext. 204
Fax: (361)578-8865
michaela@gcrpc.org

6. NOTICE REQUIREMENTS

- 6.1 All notices given by Contractor shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the HHSC's Contract Representative identified above.
- 6.2 Contractor shall send legal notices to HHSC at the address below and provide a copy to the HHSC's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe Street

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Austin, Texas 78751

- 6.3** Notices given by HHSC to Contractor may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by HHSC. Notices sent by mail shall be deemed delivered when deposited by HHSC in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by HHSC with a common carrier, overnight, signature required.
- 6.4** Notices given by Contractor to HHSC shall be deemed delivered when received by HHSC.
- 6.5** Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

7. DOCUMENTS FORMING CONTRACT AND ORDER OF PRECEDENCE

7.1 Documents Forming This Contracts. This Contract consists of the following documents:

This Signature Document, signed by both Parties;
Attachment A – HHS Contract Affirmations;
Attachment B – Statement of Work;
Attachment C – Demand Response Transportation Services Rates, Invoicing Requirements and Payment Terms;
Attachment D – Data Use Agreement (DUA), Version 8.5, including Attachments;
Attachment E – HHS Uniform Terms and Conditions - Vendor, Version 3.3;
Attachment F – Additional Provisions;
Attachment G – Vendor Information Form;
Attachment H - Non-emergency Medical Transportation Demand Response Transportation Services Transportation Service Region Map;
Attachment I – Authorized Holidays;
Attachment J – Key Performance Requirements;
Attachment K – Additionally Required Non-TNC Driver Trainings;
Attachment L - Non-TNC Contract Required Reports;
Attachment M – HHSC Solicitation No. HHS0010339, including Attachments and all Addenda posted (“Open Enrollment” or “OE” collectively);
Attachment N – Federal Assurances-Non-Construction Programs;
Attachment O – Federal Certification Regarding Lobbying; and
Attachment P – Contractor’s Solicitation Response.

7.2 Order of Precedence

Unless expressly stated otherwise in this Contract, in the event of conflict, ambiguity or inconsistency between or among any documents, all HHSC documents take precedence

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over Contractor's documents and the Data Use Agreement takes precedence over all other Contract documents.

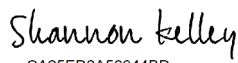
8. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any services or work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR HHSC CONTRACT NO. HHS001033900007

HHSC

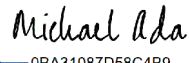
DocuSigned by:

CA25ED2A56044BD...

Shannon Kelley

Chief Medicaid and CHIP Services Officer

Date of signature: September 29, 2022

**GOLDEN CRESCENT REGIONAL
PLANNING COMMISSION**

DocuSigned by:

0BA31087D58C4B9...

Name: Michael Ada

Title: Executive Director

Date of signature: September 29, 2022

HEALTH AND HUMAN SERVICES
Contract Number HHS001033900007
Attachment A CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,*" published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

55. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

56. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

57. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Golden Crescent Regional Planning Commission

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.



09/21/2022

Signature of Authorized Representative

Date Signed

Michael Ada

Executive director

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

Title of Authorized Representative

1908 N Laurent St. Ste. 600

Victoria, TX, 77901

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

(361) 578-1587

(361) 578-8865

Phone Number

Fax Number

michaela@gerpc.org

031630478

Email Address

DUNS Number

74-159720

17415972045

Federal Employer Identification Number

Texas Identification Number (TIN)

Texas Franchise Tax Number

Texas Secretary of State Filing Number

XAQFG51SF2X3

SAM.gov Unique Entity Identifier (UEI)

**ATTACHMENT B
STATEMENT OF WORK**

SECTION 1. STATEMENT OF WORK

1.1. DEFINITIONS

The definition given to a term below applies whenever the term appears in this Contract. All other terms have their ordinary and common meaning.

TERM	DEFINITION
Abuse	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Accident	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Add-on Trip	A trip not authorized before the date of travel but provided to the Client. Add-on Trips are allowed under the following circumstances: <ol style="list-style-type: none"> 1. The services are prescribed by the Client's health care provider. 2. The Add-on Trip (e.g., trip to a pharmacy, medical laboratory, or medical radiology facility) immediately follows an authorized health care appointment. 3. The add-on is an unexpected necessary Attendant following all Medicaid rules and policies.
Adjacent County(ies)	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Attendant	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Children with Special Health Care Needs (CSHCN) Services Program	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Client	An individual authorized by HHSC as eligible for Medicaid services under a specific category or identified by either the CSHCN service program or the Transportation for Indigent Cancer Patients program as eligible for program services, who has no other means of transportation to Covered Health Care Services.
Client No Show	A trip when Contractor waits for the Client ten minutes beyond the scheduled pick-up and the Client fails to show up at the pickup point.
Contract	Any Contract(s) awarded resulting from the Open Enrollment (OE)
Contractor (Provider)	Each Applicant awarded a Contract resulting from the OE. May also be referred to as Provider
Contractor No Show	A trip when Contractor fails to show up to pick up a Client for a scheduled pick up or return
Covered Health Care Service	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Demand Response Transportation Services (DRTS)	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Digitally Prearranged Ride	Has the meaning assigned by Texas Occupations Code §2402.001

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TERM	DEFINITION
HHSC Claims Administrator	The organization contracted to perform various enrollment and claims processing function on behalf of HHSC
Incident	An occurrence, event, breakdown, or public disturbance that interrupts the trip, causing the driver to stop the vehicle, such as a passenger becomes unruly or ill
Long Distance Trip	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Passenger Assistance	Has the meaning assigned by 1 Tex. Admin. Code §380.101 and includes fastening of safety restraints and securing wheelchairs to ensure that Clients enter and exist vehicles safely
Reasonable Transportation	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Same Day	An Urgent Request for same day transportation services for Client to obtain necessary health care services
Service Animal	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Sexual Harassment	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Special Needs	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Subcontract	Any written agreement between Contractor and another party to fulfill the requirements of the Contract
Subcontractor	An individual or entity who which has a Subcontract with Contractor
Transportation for Indigent Cancer Patients (TICP)	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Transportation Network Companies (TNC)	Has the meaning assigned by Texas Occupations Code § 2402.001
Urgent Condition	A health condition including an urgent behavioral health situation that is not an emergency but is severe or painful enough to cause a prudent layperson, possessing the average knowledge of medicine, to believe that his or her condition requires medical evaluation or treatment within 24 hours to prevent serious deterioration of the person's condition or health
Urgent Request	A request for transportation services due to an Urgent Condition

1.2. PROJECT OVERVIEW

Contractor will provide or arrange for Demand Response Transportation Services (DRTS) for Clients and their attendant authorized by HHSC in the Transportation Service Areas specified in Section 3 of the Signature Document of this Contract.

1.3. HHSC RESPONSIBILITIES

1.3.1 Within 10 business days of the effective date of the Contract, HHSC will:

- 1.3.1.1 Provide a primary project supervisor and point of contact.
- 1.3.1.2 Coordinate services with Contractor to complete the service requirements specified in this Statement of Work.

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- 1.3.1.3 Provide access to necessary data systems and information as identified by HHSC, including but not limited to the Texas Medical Transportation System (TMTS) and Health and Human Services Enterprise Administrative Report and Tracking (HEART).
- 1.3.1.4 Provide required forms to file Accident and Incident reports.
- 1.3.1.5 Conduct a readiness review on Contractor. Contractor systems must be fully operational, including the ability to accept telephone calls and demonstrate functional information technology interfaces in accordance with the DUA. HHSC may conduct in-person or virtual reviews of the following:
 - 1.3.1.5.1 Telephone systems, including the “Where’s My Ride” line;
 - 1.3.1.5.2 Computer systems and interfaces;
 - 1.3.1.5.3 Staffing compliant with Contract requirements;
 - 1.3.1.5.4 Vehicles that meet or exceed warranty and component standards for both state and federal safety mechanical operating and maintenance standards detailed in Sections 1.15, 1.16 and 1.17 of this Statement of Work; and
 - 1.3.1.5.5 Any additional deliverables as required by HHSC.
- 1.3.2 HHSC will monitor Contractor performance of duties and compliance by a variety of methods to include unannounced visits to inspect Contractor or Subcontractor’s facility during normal business hours.

1.4. CONTRACTOR RESPONSIBILITIES

Within 30 days following the Contract effective date, Contractor must attend a post award meeting with HHSC, which may be in-person in Austin, Texas or via webinar. The purpose of this meeting is to discuss the terms and conditions of the Contract and related compliance activities. HHSC will not pay for any travel or per diem cost related to Contractor’s attendance for orientation sessions or meetings. Work meetings, demonstrations, training, and all other activities involving HHSC personnel will be at HHSC facilities in Austin, Texas or at another location as deemed appropriate by HHSC.

1.5. STATEMENT OF SERVICES TO BE PROVIDED

Contractor must ensure that DRTS are provided to all Clients approved by HHSC to access Covered Health Care Services in the Transportation Service Area(s) specified in Section 3 of the Signature Document of this Contract.

1.6. SERVICE REQUIREMENTS

Contractor must:

- 1.6.1 Provide the following using DRTS, as appropriate:
 - 1.6.1.1 Routine medical transportation, including Same Day, Urgent Requests, and Add-on Trips; and
 - 1.6.1.2 Hospital discharges.
- 1.6.2 Deliver timely DRTS by qualified, trained personnel.

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- 1.6.3** Meet HHSC-specific performance standards for pick-up, arrival, and departure timeliness.
- 1.6.4** Provide a mechanism (e.g., a “Where’s My Ride?” telephone line) for a Client to check on the status of his or her ride as described in Section 1.7.4 of this Statement of Work.
- 1.6.5** Ensure scheduled trips are confirmed with Clients 24 hours prior to the pick-up date and time, except for Digitally Prearranged Rides, Urgent Requests, Add-on Trip, Same Day service, and hospital discharge.
- 1.6.6** Ensure Clients are not called after 9:00 p.m., local time.
- 1.6.7** Ensure availability of DRTS to and from the Client’s address to and from Covered Health Care Services.
- 1.6.8** Ensure drivers wait no less than ten (10) minutes after the scheduled pick-up time.
- 1.6.9** Ensure a Client is picked up from an appointment within one hour from time of request for pickup.
- 1.6.10** Ensure drivers notify Contractor of late arrivals so contact can be made with the health care provider to advise of the late arrival.
- 1.6.11** Ensure drivers maintain a log of trips provided, or other mechanism to validate trip provided as specified in Section 1.26.15 of this Statement of Work.
- 1.6.12** Ensure Special Needs service is available for Clients requiring this level of transportation as identified by HHSC on the trip manifest or by Client.
- 1.6.13** Ensure transportation for an Attendant for a Client is provided as authorized by HHSC.
- 1.6.14** Ensure transportation for an Service Animal for a Client is provided as authorized by HHSC.

1.7. OPERATIONS REQUIREMENTS

Contractor must:

- 1.7.1** Have a permanent office located in Texas or the service region at the time of Contract award.
- 1.7.2** Ensure that hours for the delivery of DRTS are Monday through Saturday to allow for transporting ambulatory and non-ambulatory Clients for arrival to appointments for Covered Health Care Services and return to authorized destination upon completion of service appointment. Client health care appointments may be scheduled as early as 5:30 a.m. and as late as 7:00 p.m. Contractor must ensure that the Client arrives in time for the scheduled appointment time and has return transportation available for the return trip. Non-service days only include certain Federal holidays as specified in *Attachment I – Authorized Holidays* of the Contract.
- 1.7.3** Ensure that the hours of business office operation are Monday through Friday, 8:00 a.m. - 6:00 p.m. local time including lunch hours.

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- 1.7.4** Ensure that the mechanism for a Client to check on the status of his or her ride (e.g., a “Where’s My Ride?” line) is operational Monday through Saturday, 5:30 a.m. to 7:00 p.m., local time, including lunch hours.
- 1.7.5** Review the final daily manifest at the end of each day to ensure that it captures approved services for the following day.
- 1.7.6** Obtain Client and Attendant signature to document that services were received. Document any inability to obtain the Client’s or Attendant’s signature. Provide services if Client or Attendant refuses to sign.
- 1.7.7** Ensure that the names and any other identifying information on Clients are not released by Contractor without prior, written permission from HHSC. All client-specific information is confidential under state and federal law. This provision shall not be construed as limiting access to client specific information by the state of Texas, to include but not be limited to: HHSC, Office of the Attorney General Medicaid Fraud Control Unit, or the US Department of Health and Human Services. This provision does not authorize Contractor to obstruct a proper fraud or criminal investigation.
- 1.7.8** Ensure that passengers observe all the Texas seatbelt laws.

1.8 DIGITAL SIGNATURE

Contractor may obtain digital signatures in lieu of wet signatures if it can store and retain the signatures in accordance with Section 1.25.2.2 of this Statement of Work. Contractor must make available digital signature records to HHSC upon request at no cost. Contractor must submit its written plan for use of digital signatures for review by HHSC Information Security for compliance with agency rules prior to implementation. Regulatory requirements include:

- 1.8.1** Medicare Program Integrity Manual (Pub 100-08) Chapter 3, Section 3.3.2.4 E-F (<https://www.cms.gov.Regulations-and-Guidance/Guidance/Manuals/Internet-Only-Manuals-IOMs-Items/CMS019033.html>);
- 1.8.2** Signatures must include protection against modification;
- 1.8.3** Administrative safeguards must be applied; and
- 1.8.4** Texas policy concerning digital signatures is outlined in Title 1, Texas Administrative Code, Part 10, Chapter 203.

1.9 GLOBAL POSITIONING SYSTEM

In lieu of obtaining a wet signature or digital signature from the Client and Attendant, Contractor may verify transportation services were provided by recording each leg of the trip on the global positioning system (GPS). Contract must maintain GPS records in accordance with Section 1.25.2.2 of this Statement of Work. Contractor must make available GPS records to HHSC upon request at no cost.

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1.10 COMMUNICATION REQUIREMENTS

Contractor must provide and maintain:

- 1.10.1** A fax system that operates 24 hours a day, 7 days a week;
- 1.10.2** A voicemail or electronic messaging system in place for Clients to contact Contractor with inquiries or cancellations 24 hours a day, 7 days a week.
- 1.10.3** Access to a language line to facilitate communication with limited English proficiency (LEP) clients.
- 1.10.4** Access to a telecommunications system [Telecommunication Device for the Deaf (TDD) /TeleType (TTY)] to facilitate communication with hard of hearing, hearing impaired and deaf clients.
- 1.10.5** Access to a contact person for Clients to call for return trips after business office hours using the toll-free number (e.g., “Where’s My Ride” line).

1.11 SCHEDULING AND DISPATCHING REQUIREMENTS

Contractor must have:

- 1.11.1** A scheduling and dispatch processes, including maintenance of operator logs, to ensure the reliable provision of services and monitor on-time delivery of services.
- 1.11.2** A dispatch communication system to ensure that dispatchers have continuous contact with operators to control and monitor service delivery to ensure that:
 - 1.11.2.1 Clients are not delivered to appointments prior to the time that the facility is open for business;
 - 1.11.2.2 Clients arrive at appointments on time, but no more than one hour prior to the scheduled appointment time;
 - 1.11.2.3 Clients depart appointments no more than one hour from receipt of client request for return trip;
 - 1.11.2.4 Members of Contractor staff identify themselves as an HHSC Contractor when communicating with Clients or their responsible party concerning trips approved by HHSC;
 - 1.11.2.5 Drivers wait for the Client ten minutes beyond the scheduled pick-up and return time. Following this ten-minute wait, if the Client does not board the vehicle, the Client may be declared a no-show for the transportation service; and
 - 1.11.2.6 The Client is notified one day prior to the scheduled ride to confirm pick-up time when a contact number is listed on the daily manifest.

1.12 NON-TNC DRTS DRIVER STANDARDS

Contractor must:

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- 1.12.1** Ensure drivers are at least 18 years of age.
- 1.12.2** Ensure that drivers have a valid driver's license as required by law prior to providing transportation services.
- 1.12.3** Ensure drivers do not have a felony or misdemeanor conviction within seven years prior to the initial hire date or any time after the hire date of:
 - 1.12.3.1 Driving while intoxicated (DWI) or driving under the influence (DUI);
 - 1.12.3.2 An act of Abuse, neglect, or exploitation of children, the elderly or persons with disabilities as defined in Texas Family Code, as amended, Chapter 261 and the Texas Human Resources Code, as amended, Chapter 48;
 - 1.12.3.3 An offense under the Texas Penal Code, as amended, against the person; against the family; against public order or decency; against public health, safety, or morals; against property; and/or
 - 1.12.3.4 An offense under Chapter 481 of the Texas Health and Safety Code, as amended, (Texas Controlled Substances Act).
- 1.12.4** Must not employ or contract with drivers who have been found to have conducted or participated in any acts prohibited by the Texas Human Resources Code, Chapter 36.
- 1.12.5** Conduct or cause to be conducted for each new employee, Subcontractor, employee of Subcontractor, or driver, who works directly with Clients under the Contract, or who has direct access to Client records, a nationwide criminal history background check, and a National and State Sex Offender Registry check, which shall be maintained by Contractor, and Subcontractor, available for review by HHSC. Conviction or convicted means a judgement of conviction has been entered against an individual or entity by a federal, state, or local court, regardless of whether:
 - 1.12.5.1 There is a post-trial motion or
 - 1.12.5.2 An appeal pending; or
 - 1.12.5.3 The judgement of:
 - 1.12.5.3.1 Any record relating to the criminal conduct has been expunged or otherwise removed;
 - 1.12.5.3.2 A federal, state, or local court has made a finding or guilt against an individual or entity;
 - 1.12.5.3.3 A federal, state, or local court has accepted a plea of guilty or nolo contendere by an individual or entity;
 - 1.12.5.3.4 An individual or entity has entered into participation in a first offender, deferred adjudication, or other program or arrangement where judgement of conviction has been withheld; or
 - 1.12.5.3.5 A person on deferred adjudication is considered convicted, and therefore barred from providing services under this contract, until successful completion of deferred adjudication.

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- 1.12.6** Prohibit any individuals with a criminal conviction that falls within Section 1.12.5 of this Statement of Work that occurred within seven years prior to the hire date or any time after the hire date to participate in providing services under the Contract. Any services that are determined to have been provided by a person not eligible to provide services under the Contract may be subject to liquidated damages, as specified in *Attachment J – Key Performance Requirements* of the Contract.
- 1.12.7** Have hiring and screening procedures in place to ensure that anyone who transports Clients under the requirements of the Contract meets all applicable requirements for the safe operation of vehicles.
- 1.12.8** Implement and maintain a drug and alcohol testing program in compliance with federal regulations found at 49 C.F.R. Parts 40 and 655. Prohibit the use of any substance that may impair the operation of the motor vehicle by the operator. Violation of this requirement shall constitute grounds for termination of the Contract.
- 1.12.9** Maintain and retain documentation that reflects the history of each driver's moving citations and violations maintained by the Department of Public Safety under Chapter 521, Subchapter C, Transportation Code throughout the term of the Contract. Drivers must not possess more than two moving violations either on or off the job for the previous 12 months. A driver who does not meet driving history requirements as specified in the Contract may not provide DRTS under the Contract.
- 1.12.10** Report allegations of fraud or program abuse, Sexual Harassment, physical or verbal Abuse as alleged by Clients or Attendants during trips approved by HHSC in writing in accordance with Section 1.41.1 of this Statement of Work. If Contractor believes the safety of the driver, Client(s), or other passengers is in jeopardy or if a Client appears to be dangerous to themselves or others, Contractor must notify the appropriate law enforcement authorities and HHSC.
- 1.12.11** Require drivers to wear easy-to-read company identification, be clean and neat in appearance while on duty.
- 1.12.12** Require drivers to exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle and provide any necessary Passenger Assistance.
- 1.12.13** Ensure that drivers observe all applicable Texas safety restraint laws.
- 1.12.14** Ensure that drivers meet federal guidelines of the Health Insurance Portability and Accountability Act (HIPAA).

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1.13 NON-TNC DRTS DRIVER BACKGROUND CHECKS AND SCREENING REQUIREMENTS

Contractor must adhere to background checks and screening requirements specified in Section 1.39 of this Statement of Work.

1.14 NON-TNC DRTS DRIVER CONDUCT

Contractor must:

- 1.14.1** Ensure that drivers do not accept, charge, solicit, or receive any gift, money, tips, or other compensation from Clients or Attendants under any circumstance. Report any such offer to HHSC staff for follow up with the Client.
- 1.14.2** Ensure that drivers do not use tobacco products while in the performance of any service under the Contract.
- 1.14.3** Ensure that drivers consider the comfort of Clients, including making rest stops and other reasonable accommodations as requested by the Client or Attendant.
- 1.14.4** Ensure that drivers do not use, consume, or be under the influence of alcohol, narcotics, prescribed or illegal drugs that impair the operator's ability to perform while on duty.
- 1.14.5** Ensure that drivers do not touch any Client or Attendant except as appropriate and necessary to assist the Client or Attendant into or out of the vehicle, into a seat, and to secure the seatbelt, when the Client or Attendant requests assistance, or as necessary to render first aid or assistance for which the operator has been trained.
- 1.14.6** Ensure that drivers do not wear any type of headphones or earphones while on duty performing transportation services.
- 1.14.7** Ensure that drivers do not use a cell phone or texting device while driving, except for voice activated navigation.
- 1.14.8** Ensure that drivers interact in a professional manner. This includes, at a minimum, protecting passenger confidentiality, avoiding offensive language or topics, maintaining an appropriate professional relationship, and treating passengers with respect.
- 1.14.9** Ensure that drivers do not eat or drink any beverage while in the presence of a Client or Attendant.
- 1.14.10** Ensure that drivers exit the vehicle to open and close vehicle doors when the Client and Attendant enter or exist the vehicle and provide Passenger Assistance to the Client entering or existing the vehicle.
- 1.14.11** Ensure that drivers properly identify themselves and announce their presence at the specified pickup location.

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- 1.14.12** Ensure that drivers assist the Client or Attendant in the process of being seated, including fastening of seat belts, when the Client or Attendant requests assistance. This does not include the securement of child safety seats or securing an infant or child who is younger than eight years of age in properly installed child safety seats.
- 1.14.13** Ensure that drivers confirm prior to leaving the pickup location that wheelchairs are properly secured and that the Clients are properly seat-belted, secured, or restrained in their wheelchair.
- 1.14.14** Ensure that drivers provide support and verbal directions to Clients. This includes the movement of wheelchairs and mobility-limited Clients as they enter or exit the vehicle using the wheelchair lift or ramp. Such assistance includes stowage by the operator of mobility aids and folding wheelchairs but not a Client's personal items.
- 1.14.15** Ensure that these standards of conduct are included in any Subcontracts.

1.15 NON-TNC DRTS DRIVER MOTOR VEHICLE STANDARDS

- 1.15.1** Contractor must provide and ensure the availability of a sufficient and reliable fleet of vehicles, including the Americans with Disabilities Act (ADA) compliant vehicles, are available and adequate to meet the specified transportation service requirements for all Clients in the region.
- 1.15.2** Contractor must notify HHSC if insufficient transportation resources are identified with its fleet within three days of such determination. Contractor shall have ten business days after the date of such notice to develop and implement a plan to address the resources deficiency. At HHSC's sole discretion, another Contractor may be added to the service area to augment resources and ensure adequate drivers and vehicles are available to meet demand.
- 1.15.3** Contractor must ensure that all vehicles used for transporting Clients and Attendants:
 - 1.15.3.1** Comply with all applicable state and federal laws including, but not limited to the ADA, Guidelines for Accessible Vehicles (49 C.F.R. Part 38), Federal Motor Vehicle Safety Standards (49 C.F.R. Part 571), and Chapter 547 of the Texas Transportation Code;
 - 1.15.3.2** Meet or exceed warranty and component standards for both state and federal safety mechanical operating and maintenance standards;
 - 1.15.3.3** Are identified with Contractor or Subcontractor(s) name and vehicle number using letters that are at a minimum six inches in height;
 - 1.15.3.4** Have a communication system and Mobile Data Terminals, if equipped, that are maintained in operable condition at all times and in accordance with manufacturer's recommended maintenance procedures as well as with applicable federal and state laws, rules, and regulations;
 - 1.15.3.5** Have signage that is adequate to inform passengers of applicable safety precautions and standards passengers and drivers will be required to follow in accordance with all applicable state and federal laws, rules, and regulations;

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- 1.15.3.6 Have functioning, clean, and accessible seat belts for each passenger seat position that are stored off the floor when not in use;
- 1.15.3.7 Have a speedometer and odometer operating in accordance with manufacturer specifications;
- 1.15.3.8 Have working interior lights within the passenger compartment;
- 1.15.3.9 Have interior sidewall padding and ceiling covering in accordance with manufacturer specifications;
- 1.15.3.10 Have two exterior rear-view mirrors, one on each side of the vehicle;
- 1.15.3.11 Have an interior mirror for monitoring the passenger compartment;
- 1.15.3.12 Have a clean interior and exterior;
- 1.15.3.13 Have exteriors that are free of broken mirrors or windows, excessive grime, rust, chipped paint, or major dents that detract from the overall appearance of the vehicle;
- 1.15.3.14 Have the vehicle floor covered with commercial anti-skid, ribbed rubber flooring or carpeting that does not interfere with wheelchair movement between the lift and the wheelchair positions;
- 1.15.3.15 Are equipped with a functional fire extinguisher secured within reach of the operator and visible to passengers for use in emergencies when the operator is incapacitated;
- 1.15.3.16 Are equipped with a first aid kit that includes, at a minimum: disposal gloves, hazardous waste disposal bags, scrub brush, disinfectant, and deodorizer;
- 1.15.3.17 Are equipped with working heating and cooling systems adequate for the heating, cooling, and ventilation needs of both operator and passengers. Any vehicle with a non-functioning heating and cooling system shall be placed out-of-service until repaired;
- 1.15.3.18 Have signage posted within the vehicle that reads:
 - 1.15.3.18.1 “No Smoking, Eating or Drinking”;
 - 1.15.3.18.2 “All passengers must wear seat belts.”; and
 - 1.15.3.18.3 “Concealed Weapons Prohibited.”
- 1.15.3.19 Have a retractable step or a step-stool to aid in passenger boarding if the vehicle is not already equipped with a running board or similar device. Contractor or Subcontractor must ensure that drivers do not use mile crates or similar makeshift step stool configuration as a step stool.
- 1.15.3.20 Have three portable triangular reflectors mounted on stands. Use of flares or similar substitutes are prohibited;
- 1.15.3.21 Have a vehicle information packet in each vehicle that includes:
 - 1.15.3.21.1 Vehicle Registration;
 - 1.15.3.21.2 Vehicle Inspection;
 - 1.15.3.21.3 Insurance Card;
 - 1.15.3.21.4 Accident and incident procedures and forms; and
 - 1.15.3.21.5 Map(s) of the service area with sufficient detail to locate a Client and health care facilities. Voice activated navigation is allowed.

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- 1.15.4** A vehicle found deficient with any of the following must not be used for transporting Clients and Attendant:
 - 1.15.4.1 Contract requirements, including specification in the OE.
 - 1.15.4.2 Any state or federal law, rule, or regulation;
 - 1.15.4.3 Overall condition of vehicle creates a health or safety hazard for the Client and Attendant; or
 - 1.15.4.4 Vehicles receiving two substantiated complaints from Clients, Attendants, health care providers, or HHSC staff concerning cleanliness, temperature, or other deficiencies within a 10-day period.
- 1.15.5** Vehicles receiving two substantiated complaints from Clients, Attendants, or health care providers, concerning cleanliness, temperature deficiencies, or other deficiencies within a 10-day period may not be used for transporting Clients and Attendants. Contractor must document appropriate corrective actions taken to address all deficiencies before a vehicle is cleared to be used for transporting Clients and Attendants. Contractor must maintain all corrective actions taken on a vehicle, including all supporting documentation, for each vehicle's permanent record. Contract must provide this information to HHSC upon request.

1.16 NON-TNC DRTS MOTOR VEHICLE REGISTRATION INFORMATION

Contractor must maintain the following records and related information for each vehicle in Contractor's or Subcontractor's transportation network and provide it to HHSC upon request:

- 1.16.1** Manufacturer, model, and model year;
- 1.16.2** Vehicle Identification Number (VIN) and vehicle fleet number, if any;
- 1.16.3** Type of vehicle (e.g., sedan, minibus, wheelchair van);
- 1.16.4** License plate number;
- 1.16.5** Insurance certifications;
- 1.16.6** Texas Department of Motor Vehicles (DMV)-issued registration;
- 1.16.7** Special equipment (e.g., lift, ramp);
- 1.16.8** Communication device installed, if any (e.g., two-way radio, Citizens Band Radio (CB));
- 1.16.9** Navigation system installed, if any; and
- 1.16.10** Maintenance records for each vehicle used to transport Clients for the term of the Contract.

1.17 NON-TNC DRTS MOTOR VEHICLE MAINTENANCE

Contractor must develop, implement, and maintain an annual inspection process to verify that its vehicles meet applicable federal, state, and local ordinances. The inspection must review that safety and passenger comfort features are in good working order (e.g., brakes, tire tread, turn signals, horn, seat belts, and climate control). Contractor may conduct these

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annual inspections using its own staff or an alternate method approved by HHSC. Contractor must have procedures that at a minimum track and document:

- 1.17.1** Routine vehicle maintenance (e.g., verification that vehicle meets vehicle requirements, inspection of equipment such as brakes, tire tread, turn signals, horn, seat belts, air conditioning/heating);
- 1.17.2** Annual vehicle registration;
- 1.17.3** Annual inspection; and
- 1.17.4** Current liability insurance.

1.18 TNC DRIVER REQUIREMENTS

To the extent that the Contractor subcontracts with one or more TNCs, the TNCs remain responsible for the following items:

TNCs must ensure that TNC drivers comport with Texas Occupations Code §2402.107 and Texas Government Code §533.00258 and that drivers who do not meet these requirements do not provide DRTS.

1.19 TNC DRIVER STANDARDS

To the extent that the Contractor subcontracts with one or more TNCs, the TNCs remain responsible for the following items:

- 1.19.1** For each TNC driver, TNC must conduct or cause to be conducted screenings against the U.S. Department of Health and Human Services-Office of Inspector General's List of Excluded Individuals and Entities (LEIE), no less than monthly. TNC must ensure that TNC drivers whose screening requirements are past due or who are listed in the LEIE do not provide DRTS.
- 1.19.2** TNC must follow relevant provisions of Texas Occupation Code regarding Intoxicating Substance Policy and must prohibit the use of any substance that may impair the operation of the motor vehicle by the driver.
- 1.19.3** Payment for any services that are determined to have been provided by a driver not eligible to provide DRTS will be subject to recoupment.

1.20 TNC VEHICLE REQUIREMENTS

To the extent that the Contractor subcontracts with one or more TNCs, the TNCs remain responsible for the following items:

TNC must ensure vehicles used by drivers to provide DRTS comport with Texas Occupations Code §2402.111.

1.21 BACK UP VEHICLES WITH DRIVERS

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Contractor must arrange to provide back-up vehicles and drivers when notified by a Client, a health care provider, or HHSC that a vehicle is excessively late. Excessively late means more than 30 minutes late following the scheduled pickup time or the initial call for the return ride or otherwise unable to meet Special Needs when specifically requested by HHSC.

1.22 NON-TNC CLEAN AIR VEHICLE QUALITY CONTROL

Contractor must make a good faith effort to maximize the use of clean air vehicles.

1.23 NON-TNC AUTOMATION REQUIREMENTS

Contractor must:

- 1.23.1** Use the automation support software, Texas Medical Transportation System (TMTS), to communicate with HHSC regarding trips.
- 1.23.2** Ensure automated systems and procedures related to MTP operations meet all federal and state privacy and security requirements in addition to specifications detailed in this Statement of Work.
- 1.23.3** Use the following resources when developing plans that assess security risk for this directive:
 - 1.23.3.1 TEX. ADMIN. CODE, Title 1, Part 10, Chapter 202;
 - 1.23.3.2 Federal Information Processing Standards Publication 200; and
 - 1.23.3.3 National Institute of Standards and Technology Special Publication 800-53.
- 1.23.4** Have well documented processes to protect the automated systems and information resources against accidental or unauthorized access, disclosure, damage or loss.
- 1.23.5** Ensure its management information system comports with applicable certificate of coverage and data specification and reporting requirements promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L., 104-191 (August 21, 1996), as amended or modified.
- 1.23.6** Maintain hardware, software, internet, and communication equipment (including high-speed fax machine) to support automated services necessary to carry out the requirements of the Contract.
- 1.23.7** Contractor must perform system upgrades as necessary to maintain compatibility with the TMTS. Contractor must make any necessary procedural or operational changes at no cost to HHSC.
- 1.23.8** Have written policies and procedures in place to ensure the security of both system and TMTS passwords and content, including prohibitions against the sharing of or access to any HHSC electronic management system with Subcontractors and any person or entity outside of Contractor's organization.
- 1.23.9** Report any system problems to HHSC within a maximum of one hour and work with HHSC to ensure that the system is working properly.

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1.24 TNC AUTOMATION REQUIREMENTS

If Contractor is a TNC, it must make available the appropriate platform, system, or application to HHSC to enter or upload trips assigned to Contractor. Contractor must ensure that any platform, system, or application to which HHSC will enter or upload trip assignment comply with applicable federal and state laws, regulations, and rules governing personally identifiable information (PII), including Health Insurance Portability and Accountability Act (HIPAA) and state agency requirements, policies and procedures.

1.25 NON-TNC FINANCIAL MANAGEMENT REQUIREMENTS

- 1.25.1** HHSC will have the right to withhold all or part of any future payments to Contractor to off-set any payment made to Contractor for any ineligible expenditure or for any and all expenses incurred due to Contractor's non-performance. Any payment due to the State may be withheld from funds owed to Contractor.
- 1.25.2** Contractor must maintain:
 - 1.25.2.1 An electronic billing system that accurately compiles, records, and maintains billing data for Client services;
 - 1.25.2.2 Records that contain all pertinent documentation, including operator's (driver's) logs, digital signatures, and global position system or other location mechanism established by Contractor, for each service billed to HHSC for a minimum of seven (7) years after the termination of the Contract, or until all litigation, claims, or audit findings are resolved, whichever occurs later;
 - 1.25.2.3 Accurate controls of verifiable documentation that delivered services were approved by HHSC; and
 - 1.25.2.4 Accurate controls that services were delivered.
- 1.25.3** Contractor must submit claims to HHSC Claims Administrator no later than 95 days from the date of service.

1.26 RECORDKEEPING, REPORTING, AND ADDITIONAL ADMINISTRATIVE ACTIVITIES

Contractor must:

- 1.26.1** Provide an accounting system that complies with the Generally Accepted Accounting Principles established and promulgated under the auspices of the American Institute of Certified Public Accountants.
- 1.26.2** Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted for a minimum of seven (7) years after the termination of the Contract, or until all litigation, claims, or audit findings are resolved, whichever occurs later. All claims and financial documents for DRTS provided under the Contract must be kept separate from other funding sources.

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- 1.26.3** Notify HHSC staff of any Client or Attendant who was not transported due to a situation that required Contractor to notify the appropriate law enforcement authorities.
- 1.26.4** Record in TMTS any Add-on Trips, Cancellation, and Client No Shows and Contractor No Shows.
- 1.26.5** Report all Accidents and Incidents involving a Client or Attendant entering, riding in or exiting a vehicle on the prescribed HHSC form to Managed Care Compliance & Operations (MCCO) via the NEMT services mailbox: MTPAccidents_Incidents@hhsc.state.tx.us or use the HEART system when functionality becomes available.
- 1.26.6** Report Accidents/Incidents without serious injury or death to HHSC within 24 hours.
- 1.26.7** Report Accidents involving serious injury to HHSC within four (4) hours. Serious injury is any injury other than fatal that results in one or more of the following:
 - 1.26.7.1 Severe laceration resulting in exposure of underlying tissues/muscle/organs or resulting in significant loss of blood;
 - 1.26.7.2 Broken or distorted extremity (arm or leg);
 - 1.26.7.3 Crush injuries;
 - 1.26.7.4 Suspected skull, chest, or abdominal injury other than bruises or minor lacerations;
 - 1.26.7.5 Significant burns (second and third degree burns over 10 percent or more of the body);
 - 1.26.7.6 Unconsciousness when taken from the crash scene; and
 - 1.26.7.7 Paralysis.
- 1.26.8** Report the death of an Client, Attendant, or driver to HHSC within two hours of becoming aware of the death.
- 1.26.9** Notify HHSC of any moving violations that occur while delivering services under the Contract. A copy of the police report must be provided to HHSC within ten business days of the moving violation.
- 1.26.10** Maintain copies of each Accident report for both the vehicle and the driver involved in the Accident. Police reports associated with moving violations must be maintained in the file of the responsible driver.
- 1.26.11** Maintain all documents related to:
 - 1.26.11.1 Allegations of fraud or Abuse, Sexual Harassment, physical or verbal Abuse as alleged by Clients or Attendants during trips authorized by HHSC; and
 - 1.26.11.2 Situations when Contractor believed the safety of the driver, Client(s) or other passengers were in jeopardy, or if a Client appeared to be a danger to themselves or other passengers, including documentation that the Contractor notified the appropriate law enforcement authorities and HHSC.
- 1.26.12** Report to HHSC any Accidents, Incidents or other unplanned events that affected or could potentially affect Contractor's ability to deliver services to HHSC and the affected Client(s).

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- 1.26.13** Immediately notify HHSC in the event of a change in Contractor's ownership, entity legal name or legal operating status including the filing of a petition in bankruptcy concerning Contractor or the placement of Contractor in receivership. Change in ownership or a change in the entity's legal name may require a Contract and/or purchase order amendment.
- 1.26.14** Submit vehicle insurance documentation for Contractor, including renewals and any changes, modifications or amendments made to the insurance policies to HHSC upon request.
- 1.26.15** At a minimum, keep records related to:
 - 1.26.15.1 Travel Services, including:
 - 1.26.15.1.1 Driver Logs;
 - 1.26.15.1.2 GPS;
 - 1.26.15.1.3 Records on trips provided;
 - 1.26.15.1.4 No Shows;
 - 1.26.15.1.5 Cancellations; and
 - 1.26.15.1.6 Reschedules;
 - 1.26.15.2 Clients, claims, financial supporting documentation for monitoring or audit. Claims and financial documents for transportation services must be kept separate from other funding sources;
 - 1.26.15.3 Employee training records;
 - 1.26.15.4 Subcontract agreements, including business associate agreements;
 - 1.26.15.5 Vehicles;
 - 1.26.15.6 Drivers; and
 - 1.26.15.7 Complaints.

1.27 COMPLAINTS

Contractor must:

- 1.27.1** Submit to HHSC all complaints received by Contractor, its employees, regarding delivery of DRTS provided to Clients.
- 1.27.2** Submit a written response to HHSC on complaints and requests for correction regarding DRTS required under the Contract by email at MedTransComplaints@hhsc.state.tx.us, until the HEART functionality becomes available. See *Attachment J – Key Performance Requirements* of the Contract for additional details on required performance standards and associated liquidated damages.
- 1.27.3** Investigate complaints as Contractor deems appropriate through methods such as:
 - 1.27.3.1 Directly contacting the Client, driver, and other passengers;
 - 1.27.3.2 Obtaining written statements from all involved parties;
 - 1.27.3.3 Viewing video footage, if available;
 - 1.27.3.4 Conducting in-person interviews with appropriate parties involved; and/or

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- 1.27.3.5 Any other technique prescribed by Contractor that does not hinder or dismiss a Client or others or cause a Client or others to feel intimidated or harassed.

1.28 CUSTOMER SERVICE REQUIREMENTS

- 1.28.1** Contractor must establish and maintain written policies and procedures that ensure:
 - 1.28.1.1 Clients are treated with respect and dignity;
 - 1.28.1.2 All employees are made aware of client rights and responsibilities as stated in 1 Tex. Admin. Code (TAC), Chapter 380;
 - 1.28.1.3 Client complaints are managed in accordance with program and Contract requirements. Contractor must not retaliate or give the appearance of retaliation against an individual who has submitted a complaint against Contractor or against a Client who has responded to a client survey;
 - 1.28.1.4 Contractor policies do not have the effect of excluding or limiting services because of a client's race, color or national origin, or the effect of defeating or substantially impairing accomplishment of the objectives of MTP with respect to individuals of a particular race, color or national origin;
 - 1.28.1.5 Contractor takes reasonable steps to provide services and information in appropriate languages other than English to ensure that persons with LEP are effectively informed and can effectively participate and benefit from its services; and
 - 1.28.1.6 No Client or their Attendant is required to provide or pay for the services of a translator or interpreter.
- 1.28.2** For LEP clients, Contractor must identify and document on Client records the primary language or dialect of the clients and need for translation or interpretation services.
- 1.28.3** Contractor must make every effort to avoid the use of any person under the age of 18 years or any family member or friend of the Client as an interpreter for essential communication with the Client. A family member or friend may be used as an interpreter only if:
 - 1.28.3.1 The Client requests the use of such person;
 - 1.28.3.2 The use of such person would not compromise the effectiveness of services or violate the Client's confidentiality; and
 - 1.28.3.3 The Contractor advises the Client that an interpreter is available free of any charge to the Client.

1.29 TRAINING PLAN AND TRAINING RECORDS

This section does not apply to Contractor if a TNC.

Contractor must:

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- 1.29.1** Have a written plan and schedule for staff training. Training plan must be available for review by HHSC and include the training requirements listed in Section 1.4.23 and *Attachment L – Additionally Required Non-TNC Driver Trainings* of the Contract.
- 1.29.2** Have a system to track training for each employee.
- 1.29.3** Conduct regularly scheduled training activities on service delivery, automation, and programmatic requirements for all existing and new Contractor and Subcontractor staff, including, but not limited to, administrative staff, dispatchers and operators.
- 1.29.4** Provide training for drivers that includes, but is not limited to:
 - 1.29.4.1 Passenger safety (training to occur at least annually);
 - 1.29.4.2 Passenger Assistance (training to occur at least annually);
 - 1.29.4.3 Assistive devices, including wheelchair lifts, tie-down equipment, and child safety seats (training to occur at least annually);
 - 1.29.4.4 Non-discrimination, sensitivity, and diversity;
 - 1.29.4.5 Prohibited behavior by motor vehicle operators, including use of offensive language, use of tobacco, alcohol or drugs, and Sexual Harassment;
 - 1.29.4.6 Global Positioning System (GPS), if available;
 - 1.29.4.7 Handling difficult callers/passengers;
 - 1.29.4.8 Reporting Fraud, Waste and Abuse;
 - 1.29.4.9 Overview of the Medical Transportation Program;
 - 1.29.4.10 Civil Rights;
 - 1.29.4.11 Scheduling and coordination of services provided under the Contract; and
 - 1.29.4.12 Any other additional training as determined by HHSC, including but not limited to those specified *Attachment K – Additionally Required Non-TNC Driver Trainings* of the Contract.

1.30 TRANSPORTATION SERVICE OPERATION PLAN

This section does not apply to Contractor if a TNC.

Contractor must provide Services as required by this Statement of Work and in accordance with its Transportation Service Operation Plan attached to this Contract and included as part of *Attachment P – Contractor’s Solicitation Response*.

1.31 BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

This section does not apply to Contractor if a TNC.

- 1.31.1** Contractor must develop and maintain a written business continuity and disaster recovery plan to minimize any disruption in services caused by a disaster, malfunction or failure at Contractor's central operations center or any satellite

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office. It is the sole responsibility of Contractor to maintain adequate back-up to ensure continuity of service operations.

- 1.31.2** Within 15 business days following the end of each Contract year, Contractor must review and update the plan annually, if needed, and submit to HHSC a revised plan or an attestation stating no changes are required to the existing plan. At a minimum, the business continuity and disaster recovery plan must identify:
- 1.31.2.1 Measures to minimize the threat of business office operations disruptions at Contractor's central operations center or satellite offices, including physical security, fire detection and prevention;
 - 1.31.2.2 Provisions for accepting client telephone calls in the event of any type of telephone service interruption at Contractor's central office location or satellite location;
 - 1.31.2.3 Procedures to minimize the loss of required records in the event of fire, flood or any other type of disaster; and
 - 1.31.2.4 Whether off-site storage will be used and if so, how the facility complies with the business continuity and disaster recovery plan.

1.32 QUALITY ASSURANCE PLAN

This section does not apply to Contractor if a TNC.

- 1.32.1** Contractor must have a written quality assurance plan on file that must be reviewed annually and updated if needed. Within 15 business days following the end of each Contract year, Contractor must submit a revised plan or an attestation stating there were no changes to prior plan. At a minimum, the plan must include performance measures that track:
- 1.32.1.1 On-time delivery of services;
 - 1.32.1.2 Vehicle reliability;
 - 1.32.1.3 Operators' training and performance;
 - 1.32.1.4 Accurate claims preparation and submission;
 - 1.32.1.5 Inaccurate claims returned;
 - 1.32.1.6 Number and types of Accidents/incidents; and
 - 1.32.1.7 Monitoring and resolution of complaints.

1.33 TRANSITION PLAN

This section does not apply to Contractor if a TNC.

- 1.33.1** In the event HHSC desires a transition of the duties and obligations of Contractor to HHSC or to a new Contractor upon termination of the Contract, HHSC must give written notification to Contractor of the need for transition at least 90 days prior to the termination date of the Contract. The transition period shall begin on the date specified by HHSC in the notice and must continue until HHSC

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determines that all of Contractor's contract duties and obligations have been met, even if the date extends beyond the termination date of the Contract. HHSC must provide written instruction in the notice regarding the packaging, documentation, data formats, delivery location, and delivery date of all records, data, and information HHSC determines are required to provide for an orderly transition.

1.33.2 Not later than 90 days after the Contract effective date, or upon a date approved by HHSC, Contractor must provide a transition plan to HHSC for review. HHSC reserves the right to request changes to the Transition Plan. Contractor must provide HHSC an updated transition plan, if changed or updated throughout the term of the Contract, including amendments and renewals. The transition plan, at a minimum, must include:

1.33.2.1 Proposed approach to transition contracted services from Contractor to HHSC or a new Contractor as specified by HHSC; and

1.33.2.2 A work plan, including the tasks and time line schedule for transition.

1.34 SUBCONTRACTING

1.34.1 A Contractor may subcontract with a transportation entity that is enrolled in Texas Medicaid and meets the same requirements of the Contract and provides the same service and level of experience as required of Contractor.

1.34.2 Contractor must assume responsibility for coordination, control, and performance of all Subcontractors.

1.34.3 HHSC reserves the right to request the removal of a Contractor's Subcontractor deemed unsatisfactory by HHSC.

1.34.4 Subcontracting must be at Contractor's expense. HHSC retains the right to check a Subcontractor's background and approve or reject the use of the submitted Subcontractor(s).

1.34.5 Contractor must pay all Subcontractor(s) in accordance with Section §2251.022 of TEX. GOV'T CODE.

1.35 PERFORMANCE CRITERIA

1.35.1 Contractor is responsible for the performance of all obligations under the Contract.

1.35.2 Contractor will not 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 the Contract. Unless the context clearly indicates otherwise, every requirement and every prohibition set forth in the Contract that applies to a Contractor applies with equal force to its employees, agents, representatives, and Subcontractors.

1.36 SPECIFIC PERFORMANCE STANDARDS

1.36.1 Contractor shall comply with all obligations and duties under the Contract. In addition, Contractor shall adhere to the following performance standards:

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- 1.36.2** Service Delivery: 99 percent of all trips that were assigned and accepted by Contractor were completed. Client cancellations, Client No Shows and Contractor No Shows are excluded.
- 1.36.3** On Time Pick-up: 95 percent of all trips in which the Client was picked up and dropped off were within 15 minutes but no more than one hour prior to their scheduled appointment time.
- 1.36.4** Hospital Discharge: 95 percent of all trips in which the Client is picked up were within 3 hours of the Client or advocate notifying Contractor to initiate the trip.
- 1.36.5** Vehicle Roster: 99 percent of all trips in which the vehicles used met federal, state, and local ordinances.
- 1.36.6** Driver Roster: 99 percent of all drivers met all driver background checks and screening requirements.
- 1.36.7** Client Complaints: 98 percent of Prior Client complaints were resolved within 30 days of receipt of the complaint by Contractor.
- 1.36.8** Class of service: 99 percent of services were performed at the class of service (e.g., ambulatory, wheelchair) requested by HHSC.
- 1.36.9** Claims/Invoicing: 100 percent of claims/invoices submitted to the HHSC Claims Administrator were only for services performed.
- 1.36.10** Staff Accessibility: 98 percent of time Contractor staff (someone with decision-making authority) was available to speak to HHSC by phone during normal business hours and at times when Clients are on board the vehicles used to provide services.

1.37 CONTRACTOR PERSONNEL PERFORMANCE

- 1.37.1** 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.
- 1.37.2** Contractor shall at all times employ sufficient personnel to carry out functions and services in the manner and time prescribed by the Contract.
- 1.37.3** Contractor shall be responsible for the acts and omissions of Contractor's employees, agents (including, but not limited to, lobbyists), and Subcontractors and shall enforce strict discipline among Contractor's employees, agents (including, but not limited to, lobbyists), and Subcontractors performing the services under the Contract.
- 1.37.4** 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 days of HHSC request for removal, confirmation of the removal and assurance of continued, compliant Contract performance.

1.38 NOTICE OF CRIMINAL ACTIVITY

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- 1.38.1** Contractor must notify the HHSC Contract Manager in writing within five days of the date Contractor learns or has any reason to believe any person with ownership or controlling interest in Contractor, and Contractor’s agents, employees, subcontractors and volunteers who will be providing the required services:
 - 1.38.1.1 Have engaged in any activity that does or could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; and
 - 1.38.1.2 Has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program, or sex crime.
- 1.38.2** Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the HHSC Contract Manager.
- 1.38.3** Contractor shall not permit personnel with sex offender, child or adult abuse, or fraud offenses to provide Contract services and or be allowed access to HHS Agency property, facilities, or documents.
- 1.38.4** Contractor must receive prior approval from HHSC in writing before key personnel with misdemeanor offenses may allowed to work under this Contract.
- 1.38.5** HHSC, at its sole discretion, may terminate any Contract if Contractor, its agents, employees, subcontractors, or volunteers are arrested, indicted, or convicted of any criminal activity.

1.39 BACKGROUND CHECKS FOR PERSONNEL

This section does not apply to Contractor if a TNC.

- 1.39.1** A Contractor that operates a fleet of vehicles whether owned or leased and employs drivers or employees to provide rides to Clients or enters into subcontracts with DRTS providers must conduct or cause to be conducted for each driver and for each employee who works directly with Clients or who has direct access to Client records the following checks and screening requirements:

Checks and Screening Requirements	Frequency
State Sex Offender Registry check from the Texas Department of Public Safety’s website	Annually from date of hire for drivers or any employee that may be used as a driver; upon hiring for any employee who has direct access to client records
National Sex Offender Registry check from an organization that is nationally approved and recognized to provide sex offender registry checks	Annually from date of hire for drivers or any employee that may be used as a driver; upon hiring for any employee who has direct access to client records

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Checks and Screening Requirements	Frequency
<p>Federal and State database screening requirements:</p> <ul style="list-style-type: none"> • U.S. Department of Health and Human Services-Office of Inspector General’s List of Excluded Individuals and Entities (LEIE) (applies to TNCs and their drivers); • HHSC Inspector General exclusion list; • Texas Comptroller of Public Accounts’ Vendor Debarment List; • Social Security Administration’s Death Master File; • Excluded Parties List System (EPLS) on the System for Award Management (SAM) 	<p>Annually from date of hire, except for LEIE and EPLS, which must be conducted monthly.</p>

- 1.39.2** Contractor may not allow a driver who does not meet criminal history or driver history requirements to provide DRTS.
- 1.39.3** Contractor must maintain documentation of screening requirements at Contractor’s headquarters and provide to HHSC upon request at no cost. Contractor, Subcontractors, their employees, and drivers may not provide DRTS if the required checks and screening requirements are past due.
- 1.39.4** Contractor must implement and maintain a drug and alcohol testing program in accordance with Federal regulations 49 C.F.R Part 40 and Part 655 and must prohibit the use of any substance that may impair the operation of the motor vehicle by the driver.
- 1.39.5** Contractor must require drivers under this Contract to notify Contractor in writing, within ten business days, of criminal convictions (felony or misdemeanor, including deferred adjudication) and pending felony charges or placement on a state or national sex offender registry as a perpetrator for any driver or employee who works directly with Clients or has access to Client records.
- 1.39.6** Payment for DRTS that are determined to have been provided by a driver not eligible to provide the service will be subject to recoupment.

1.40 NOTICE OF INSOLVENCY OR INDEBTEDNESS

Contractor must submit in writing to the HHSC Contract Manager a 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 within five days of the date Contractor learns of such financial circumstances.

1.41 REPORTING CRITERIA

- 1.41.1** Contractor must provide HHSC with the following reports in accordance with the specified frequency. HHSC reserves the right to request any report on an ad hoc

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basis to address internal stakeholder inquiry, legislative inquiry, request submitted through the Public Information Act (open records request), or for any other reason HHSC deems necessary.

Report to HHSC	Reporting Method	Due to HHSC
Log of Client and driver no shows	Enter in TMTS	Day following occurrence
Log of Client Add-on Trips	Enter in TMTS	Day following occurrence
Report any Client(s) not transported due to law enforcement authorities being called	Telephone, Fax, or email	Immediately followed with written report
Report any problems that affect the delivery of services and require implementation of the contingency plan	Telephone, Fax, or email	Immediately followed with written report
Report any lawsuits filed against Contractor that relate to or may affect its provision of services	Fax or email	Immediately followed with written report
Report Client complaints received by Contractor to HHSC	Fax, email, or HEART (when functionality becomes available)	Within two (2) business days of receipt of complaint
Respond to Client complaints received by HHSC	Fax, email, or HEART (when functionality becomes available)	Within 10 business days
Respond to legislative complaints	Fax, email, or HEART (when functionality becomes available)	Within 24 hours of receipt of complaint
Respond to access to care complaints	Fax, email, or HEART (when functionality becomes available)	Within the date specified by HHSC
Respond to administrative complaints	Fax, email, or HEART (when functionality becomes available)	No later than the due date specified in the HHSC notification
Report cancellation or non-renewal of vehicle insurance	Fax or email	Immediately followed with written report
Provide copy(ies) of vehicle insurance policy(ies) and subsequent renewal periods	Fax or email	Upon request.
Report allegations of fraud or program Abuse, Sexual Harassment or physical or verbal Abuse committed by Client and/or Attendants during trips authorized by HHSC.	Telephone, Fax, or email	Immediately followed with written report

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Report to HHSC	Reporting Method	Due to HHSC
Report Contractor witnessed or suspected child or adult Abuse or neglect as required by Texas law.	Telephone 1-800-252-5400 Texas Department of Family and Protective Services	Immediately upon reporting as required by Texas law followed with written report
Report all vehicle Accidents or Incidents involving Client or Attendant	Fax, email or HEART application, when system available.	See Section 1.26.5 of this Statement of Work
Report changes in contact personnel, see Section 1.3.7 of this Statement of Work	Email	Within five (5) business days of change
Report changes in Contractor's ownership or legal operating status including the filing of a petition in bankruptcy concerning DRTS	Mail, fax or email	Immediately

1.41.2 Any other additional required reports as determined by HHSC, including but not limited to those specified in *Attachment L – Non-TNC Contract Required Reports* of the Contract.

1.42 DATA USE AGREEMENT (DUA)

By signing this Contract, Applicant agrees to the terms of the Data Use Agreement, Attachment D to this Contract.

1.43 TERMS AND CONDITIONS

By signing this Contract, Contractor accepts all Terms and Conditions included in this Contract.

ATTACHMENT C
Demand Response Transportation Services (DRTS)
Rates, Invoicing Requirements and Payment Terms

1.1. STATE FISCAL YEAR 2021 DRTS PROVIDER RATES

1.1.1 RATE TABLES

SFY 2021 DRTS Provider Rates Effective June 1, 2021			
Procedure Code	Modifier	Provider Specialty	Rate
T2003	U1	MT	\$27.06
T2003	U2	MT	\$63.71
T2003	U3	MT	\$49.85

1.1.2 RATE DESCRIPTIONS

- 1.1.2.1 Contractor will be reimbursed at a rate of \$27.06 per one-way (leg) for trips originating in a metro (urban) county completed in accordance with the Contract requirements. Reimbursement will be calculated by the number of seats authorized by HHSC for each one-way (leg) of the trip.
- 1.1.2.2 Contractor will be reimbursed at a rate of \$63.71 per one-way (leg) for trips originating in a rural county completed in accordance with the Contract requirements. Reimbursement will be calculated by the number of seats authorized by HHSC for each one-way (leg) of the trip.
- 1.1.2.3 Contractor will be reimbursed at a rate of \$49.85 per one-way (leg) for trips originating in a micro (suburban) county completed in accordance with the Contract requirements. Reimbursement will be calculated by the number of seats authorized by HHSC for each one-way (leg) of the trip.

1.2. INVOICING REQUIREMENTS AND PAYMENT

1.2.1. INVOICING REQUIREMENTS

- 1.2.1.1 Contractor must submit claims through the HHSC Claims Administrator Electronic Data Interchange (EDI) claims processing system using TexMedConnect or a third-party billing vendor.
- 1.2.1.2 If Contractor opts to use a third-party billing vendor, the vendor must go through HHSC's Claims Administrator testing and approval prior to submitting claims.

- 1.2.1.3 Claims must contain Contractor's complete name, address, and provider identifier to avoid unnecessary delays in processing and payment.
- 1.2.1.4 For paper or electronic claim payments to be considered, Contractor must adhere to the time limits described in the Texas Medicaid Provider Procedures Manual (TMPPM). HHSC cannot pay claims received after the claims filing deadlines.
- 1.2.1.5 Only authorized service(s) for Clients are eligible for payment.
- 1.2.1.6 Contractors may obtain additional training on claim submission through the HHSC Claims Administrator's Learning Management System (LMS) at <https://learn.tmhp.com>.

1.2.2. PAYMENT TERMS

- 1.2.2.1 Contractor shall not be entitled to payment until service(s) have been provided to Client(s) and Contract has submitted a claim within 95 days of the date of service.
- 1.2.2.2 Any claim submitted by Contractor for payment exceeding 95 days from the date of service will not be paid in accordance with Medicaid requirements.
- 1.2.2.3 Contractor will be reimbursed for the space an Attendant or Service Animal occupies on a transport vehicle. If Contractor offers the public free transportation for an Attendant or Service Animals, Contractor is prohibited from billing HHSC for the service provided to the Client's Attendant or Service Animal.
- 1.2.2.4 Contractor shall not be entitled to payment for Add-on Trips when Contractor fails to notify HHSC in accordance with Statement of Work requirements.
- 1.2.2.5 HHSC will not reimburse Contractor for claims for services performed without prior approval from HHSC.
- 1.2.2.6 HHSC Claims Administrator will process complete, finalized claims for payment.
- 1.2.2.7 HHSC will hold Contractor payment if there is a tax liability or restitution on payment to Contractor. It is the responsibility of Contractor to resolve the issue.
- 1.2.2.8 HHSC has the right to withhold all or part of any future payments to Contractor to off-set any payment made to Contractor for any ineligible expenditure or for any and all expenses incurred due to Contractor's non-performance. Any payment due to the State may be withheld from funds owed to Contractor.



TEXAS

Health and Human Services

Health and Human Services (HHS)
Uniform Terms and Conditions - Vendor
Version 3.3

Effective: July 2022

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders.

“Attachment” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference and made a part of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Work Orders that may be issued by the System Agency, to be incorporated by reference for all purposes.

“Contractor” means the Party selected to provide the goods or Services to the State under this Contract.

“Deliverable” means a Work Product(s), including all reports and project documentation, prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Goods” means supplies, materials, or equipment.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“Health and Human Services” or “HHS” includes the Department of State Health Services (DSHS), in addition to the Health and Human Services Commission.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;

- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“Parties” means the System Agency and Contractor, collectively.

“Party” means either the System Agency or Contractor, individually.

“Project” means the goods or Services described in the Signature Document or a Work Order of this Contract.

“Scope of Work” means the description of Services and Deliverables specified in the Contract and as may be amended.

“Services” means the tasks, functions, and responsibilities assigned and delegated to Contractor under the Contract.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency (including any published addenda, exhibits, and Attachments) under which the goods or Services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“Solicitation Response” means Contractor’s full and complete response (including any Attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means the State Travel Management Program through the Texas Comptroller of Public Accounts website and Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontract” means any written agreement between Contractor and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

“Subcontractor” means any individual or entity that enters a contract with the Contractor to perform part or all of the obligations of Contractor under this Contract.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under state law and the officers, employees, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“Third Party IP” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a Subcontractor.

“Work” means all Services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“Work Order” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Contractor in connection with Contractor’s performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas *Textravel* available at the Texas Comptroller of Public Accounts State Travel Management Program website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Contractor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Contractor for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Contractor agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
- i. withhold all or part of any payments to Contractor to offset overpayments, unallowable or ineligible costs made to the Contractor, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Contractor to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments," as used in this Section, include payments:
- i. made by the System Agency that exceed the maximum allowable rates;
 - ii. that are not allowed under applicable laws, rules, or regulations; or,
 - iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Contractor understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Contractor further understands and agrees that reimbursement of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Contractor warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Contractor has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Contractor, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Contractor received from System Agency for all defective or damaged Work and, in conjunction therewith, require Contractor to accept the return of such Work; and,
- iii. Take necessary action to ensure that Contractor's future performance and Work conform to the Contract requirements.

4.2 GENERAL AFFIRMATIONS

Contractor certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Contractor has reviewed the General Affirmations and that Contractor is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Contractor certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal assurances and that Contractor is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Contractor certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal certifications and that Contractor is in compliance with all requirements. In addition, Contractor certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Contractor and Contractor's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Contractor hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Contractor agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Contractor has any rights in and to the Work Product that cannot be assigned to System Agency, Contractor hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third-Party IP that are incorporated in the Work Product by Contractor. Contractor shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 CONTRACTOR'S PRE-EXISTING WORKS

- A. To the extent that Contractor incorporates into the Work Product any works of Contractor that were created by Contractor or that Contractor acquired rights in prior to the Effective Date of this Contract (“**Incorporated Pre-existing Works**”), Contractor retains ownership of such Incorporated Pre-existing Works.
- B. Contractor hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Contractor represents, warrants, and covenants to System Agency that Contractor has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Contractor, Contractor hereby grants to System Agency, or shall obtain from the applicable third party for System Agency’s benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency’s internal business purposes only,
 - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third-Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Contractor shall obtain System Agency’s advance written approval prior to incorporating any Third-Party IP into the Work Product, and Contractor shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Contractor shall provide System Agency all supporting documentation demonstrating Contractor’s compliance with this **Section 5.3**, including without limitation documentation indicating a third party’s written approval for Contractor to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Contractor shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Contractor’s compliance with Contractor’s obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency’s request, Contractor shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Contractor’s failure to timely deliver such Work Product is a material breach of the Contract. Contractor will not retain any copies of the Work Product or any documentation or other products or results of Contractor’s activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Contractor by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Contractor shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Contractor's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Contractor's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Contractor is prohibited from using State Property for any purpose other than performing Services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Contractor shall not perform any maintenance services on State Property unless the Contract expressly authorizes such Services.
- E. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

- ii. all charges attributable to Contractor's use of State Property that exceeds the Contract scope. Contractor shall fully reimburse such charges to System Agency within ten (10) calendar days of Contractor's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Contractor or Contractor's employees, agents, Subcontractors, and suppliers, Contractor shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Contractor shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Contractor shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Contractor's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. WORK ORDERS

7.1 WORK ORDERS

If the Contract is for indefinite quantities of Services, as specified in the Signature Document, all Work will be performed in accordance with properly executed Work Orders.

7.2 PROPOSALS

For Work Order contracts, the Contractor shall submit to System Agency separate proposals, including pricing and a project plan, for each Project.

7.3 RESPONSIBILITY

For each approved Project, the Contractor shall be responsible for all Work assigned under the Work Order. Multiple Work Orders may be issued during the term of this Contract, all of which will be in writing and signed by the Parties. Each Work Order will include a scope of Services; a list of tasks required; a time schedule; a list of Deliverables, if any; a detailed Project budget; and any other information or special conditions as may be necessary for the Work assigned.

7.4 TERMINATION

If this Work Order is in effect on the day the Contract would otherwise expire, the Contract will remain in effect until this Work Order is terminated or expires; and the Contract and this Work Order may be amended after such termination or expiration to

extend the performance period or add ancillary deliverables or services, only to the extent necessary.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Contractor shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- B. Contractor shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Contractor for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Contractor pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

- E. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Contractor must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the Services and Deliverables provided. Any such correction will be at Contractor's or its Subcontractor's sole expense. Whether Contractor's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Contractor must provide to System Agency upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Contractor shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

8.5 CONFIDENTIALITY

Contractor shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Contractor under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Contractor.

ARTICLE IX. CONTRACT REMEDIES AND EARLY TERMINATION

9.1 CONTRACT REMEDIES

To ensure Contractor's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Contractor accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Contractor to take specific actions in order to remain in compliance with the Contract;

- iii. recouping payments made by the System Agency to the Contractor found to be in error;
- iv. suspending, limiting, or placing conditions on the Contractor's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Contractor has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Contractor's duties under the Contract. Contractor's misrepresentation in any aspect of Contractor's Solicitation Response, if any, or Contractor's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

ii. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Contractor no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

9.4 CONTRACTOR RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Contractor shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Contractor. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Contractor's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL**

RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.

- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Contractor or any other entity under the Contract.**

10.2 INTELLECTUAL PROPERTY

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY CONTRACTOR OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. CONTRACTOR AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. CONTRACTOR SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS'**

FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

11.2 INSURANCE

- A. Unless otherwise specified in this Contract, Contractor shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Contractor shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Contractor shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

11.3 LIMITATION ON AUTHORITY

- A. The authority granted to Contractor by the System Agency is limited to the terms of the Contract.
- B. Contractor shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Contractor may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- C. Contractor may not rely upon implied authority and is not granted authority under the Contract to:
- i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency

programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Contractor, the Contractor shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

11.4 LEGAL OBLIGATIONS

Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Contractor shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

11.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Contractor shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.6 E-VERIFY PROGRAM

Contractor certifies that for Contracts for Services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Contractor to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Contractor to perform Work pursuant to the Contract within the United States of America.

11.7 PERMITTING AND LICENSURE

At Contractor's sole expense, Contractor shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or Services required by this Contract.

Contractor shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

11.8 SUBCONTRACTORS

Contractor may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the Contract. Should Contractor Subcontract any of the services required in the Contract, Contractor expressly understands and acknowledges that in entering into such Subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for

ensuring that the services performed under all Subcontracts are rendered in compliance with the Contract.

11.9 INDEPENDENT CONTRACTOR

Contractor and Contractor's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Contractor nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Contractor shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and System Agency.

11.10 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

11.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.13 FORCE MAJEURE

Neither Contractor nor System Agency shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to

avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.14 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Contractor's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- B. The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Contractor shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Contractor which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 MEDIA RELEASES

- A. Contractor shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Contractor may publish, at its sole expense, results of Contractor performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.17 NO MARKETING ACTIVITIES

Contractor is prohibited from using the Work for any Contractor or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Contractor shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

11.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

11.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

11.22 CIVIL RIGHTS

- A. Contractor agrees to comply with state and federal anti-discrimination laws, including:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

- B. Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Contractor shall provide HHSC's Civil Rights Office with copies of the Contractor's civil rights policies and procedures.
- G. Contractor must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:
HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Contractor shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.24 DISCLOSURE OF LITIGATION

- A. The Contractor must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. “Threatened litigation” as used herein shall include governmental investigations and civil investigative demands. “Litigation” as used herein shall include administrative enforcement actions brought by governmental agencies. The Contractor must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Contractor’s financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

11.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.



TEXAS

Health and Human Services

**Health and Human Services (HHS)
Additional Provisions
Version 1.0
Effective: November 7, 2019**

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ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Contract. Capitalized items used in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions.

1. HHSC APPROVAL OF STAFFING

- 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. 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.
- B. Any person employed by the Contractor shall, at the written request of HHSC, and within HHSC's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

2. TURNOVER PLAN

HHSC, in its sole discretion, may require Contractor to develop and submit a Turnover Plan at any time during the term of the Contract. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describe Contractor's policies and procedures that will ensure:

- i. The least disruption in the delivery of the Work during Turnover to HHSC or its designee; and
- ii. Full cooperation with HHSC or its designee in transferring the Work and the obligations of the Contract.

3. TURNOVER ASSISTANCE

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the Work and the obligations of the Contract to another vendor or to perform the Work by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

4. TRADEMARK LICENSE

HHSC grants to Contractor, for the term of the Contract, a limited non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce HHSC's trademarks (as depicted in Attachment H) on published materials in the United States related to the performance of the Contract, provided that such license is expressly conditional upon, and subject to, the following:

- i. Contractor is in compliance with all provisions of the Contract;
- ii. Contractor's use of the trademarks is strictly in accordance with the quality standards

and in conformance with the reproduction requirements set forth in Attachment H or as otherwise communicated by HHSC;

- iii. Contractor takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel and/or oppose HHSC's right, title and interest in the trademarks or their validity;
- iv. Contractor makes no attempt to sublicense any rights under this trademark license; and
- v. Contractor complies with any marking requests HHSC may make in relation to the trademarks, including without limitation to use the phrase "Registered Trademark", the registered trademark symbol "®" for registered trademarks, and the symbol "™" for unregistered trademarks.

5. TRADEMARK OWNERSHIP

Contractor acknowledges and agrees that the trademarks remain the exclusive property of HHSC, that all right, title and interest in and to the trademarks is exclusively held by HHSC, and all goodwill associated with such trademarks inures solely to HHSC.

6. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- A. Contractor shall 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:
 - i. 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
 - ii. 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.
- B. Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

7. DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Contractor may be called upon to assist the System Agency in providing the following services:

- i. Community evacuation;
- ii. Health and medical assistance;
- iii. Assessment of health and medical needs;
- iv. Health surveillance;
- v. Medical care personnel;
- vi. Health and medical equipment and supplies;
- vii. Patient evacuation;
- viii. In-hospital care and hospital facility status;
- ix. Food, drug and medical device safety;
- x. Worker health and safety;
- xi. Mental health and substance abuse;

- xii. Public health information;
- xiii. Vector control and veterinary services; and
- xiv. Victim identification and mortuary services.

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**Texas Health and Human Services Commission
Vendor Information Form (VIF)**

Instructions: This form must be completed and submitted with each new contract, amendment, renewal, and/or extension.
(Please type or print information.)

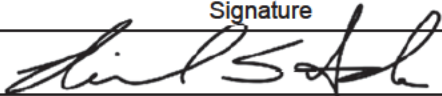
SECTION 1: Contractor's General Information

Legal Contractor's Name:	Golden Crescent Regional Planning Commission		
Legal Doing Business As (DBA) Name:	Golden Crescent Regional Planning Commission		
Physical Address:	1908 N Laurent St. STE 600 Victoria, TX , 77901		
Remit To (Payment) Address:	1908 N. Laurent St. STE 600 Victoria, TX 77901		
Enter one of the following:	<input type="checkbox"/> Texas Identification Number (TIN): <input checked="" type="checkbox"/> Federal Employer Identification Number (FEIN): 74-159720 <input type="checkbox"/> Social Security Number (SSN):		
Select the Legal Status:	<input type="checkbox"/> For-profit Entity	<input checked="" type="checkbox"/> Non-profit Entity	
Select the Business Structure:	<input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership* <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Governmental Entity (must specify): <input type="checkbox"/> Other (must specify):		
	* If Partnership, must provide SSN or TIN for minimum of two partners		
	Partner Name:	TIN or SSN:	
	Partner Name:	TIN or SSN:	
If applicable, enter appropriate information:	State of Incorporation:	Texas Charter Number:	Name of Parent Entity:

SECTION 2: Contractor's Contact Information

Person Who Will Sign the Contract		Point of Contact for Contract	
Name:	Michael Ada	Name:	Michael Ada
Title:	Executive Director	Title:	Executive Director
Mailing Address:	1908 N. Laurent St. STE 600	Mailing Address:	1908 N. Laurent St. STE 600
Telephone:	(361)578-1587 ext. 204	Telephone:	(361)578-1587 ext. 204
Fax:	(361)578-8865	Fax:	(361)578-8865
E-mail:	michaela@gcrpc.org	E-mail:	michaela@gcrpc.org

SECTION 3: Contractor's Authorized Signature (or HHSC Contract Manager)

Printed Name	Signature	Date	Phone Number
Michael Ada		9/21/2022	(361)578-1587

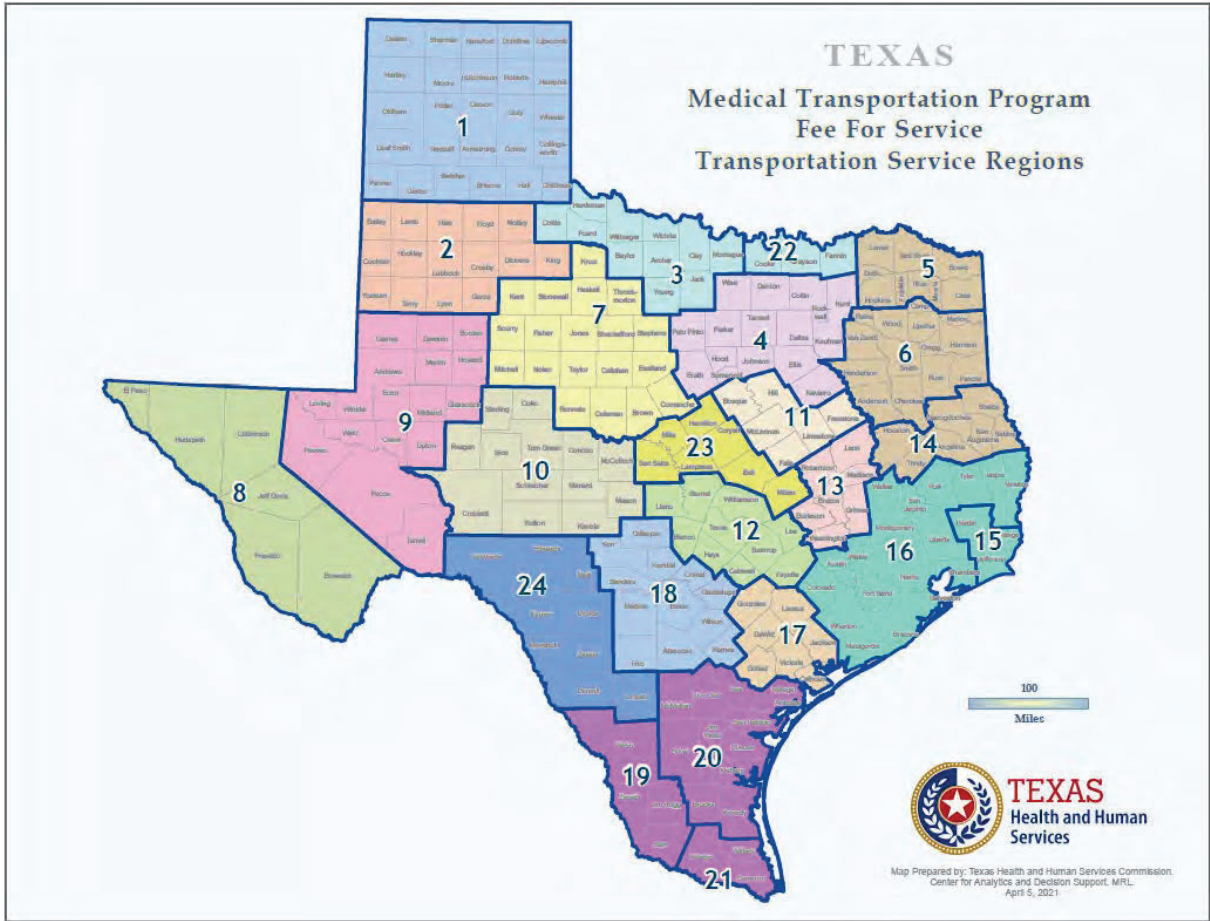
SECTION 4: PCS Contract Administration Office Use Only

Contractor to Receive Payment: <input type="checkbox"/> No <input type="checkbox"/> Yes
Contract Number:

ATTACHMENT H

Non-emergency Medical Transportation Demand Response Transportation Services

Transportation Service Region Map



ATTACHMENT I – AUTHORIZED HOLIDAYS

Contractor's business office and call center can be closed only on the following days:

Labor Day; Thanksgiving; the day after Thanksgiving; Christmas; the day after Christmas; New Year's Day; Martin Luther King Jr. Day; President's Day; Memorial Day; and Independence Day.

However, Contractor must ensure that transportation services are available to Clients and their Attendant(s) on all state-approved holidays, except for Thanksgiving, Christmas, and New Year's Day.

Contractor must ensure that Clients can reach Contractor's "Where's My Ride" line during observed holidays, in which transportation services must be provided, to obtain information on status of ride, to file a complaint, and/or to report Accidents and Incidents.

ATTACHMENT J – KEY PERFORMANCE REQUIREMENTS

Key Performance Requirements (KPRs) are applicable at all times. In addition to routine monitoring, HHC may perform accelerated monitoring as needed.

R	R	C	L D
-	Provide reports as required under Contract	days	per each day each report is late or unacceptable. Maximum amount of \$, for any month, per report that is late.
-	Maintain all vehicles used under this Contract to all local, state and federal safety standards and regulations	days	per each day for each vehicle not in compliance with local, state, and federal safety standards. and regulations. Maximum amount of \$, for any month per vehicle.
-	Maintain insurance policy and coverage for each vehicle as required under Contract	days	per each day for each vehicle not properly insured or where insurance policy lapse. Maximum amount of \$, for any month per vehicle.
-	Driver fully and properly credentialed (referring to driver training, screening, criminal history checks, sex offender registry checks, drug testing, and motor vehicle report on file and conducted) prior to the driver performing the service	days	per each day for each driver not fully and properly credentialed prior to performing the service. Maximum amount of \$, for any month per driver.

R	R	C	L D
-	Provide trips assigned on a daily basis with no more than one percent of trips not provided due to circumstances beyond Contractor's control	days	per each day for any percent point about one percent per day. Maximum of , for any month.
-	Pick up Client on time under normal conditions	days	per each day each Client is not picked up timely. Maximum of , for any month.
-	Client delivered to scheduled health care appointment on time under normal conditions. Normal conditions refers to no road obstruction, weather-related delays, detours, or checkpoints.	days	per each day for each Client not delivered to scheduled health care appointment on time and not seen by health care provider. Maximum of , for any month.
-	of vehicles are properly registered and inspected	days	per each day for each vehicle not properly registered. Maximum of , for any month for each vehicle.
-	Address service complaints within the timeframe specified by HH C: .	days	per each day for each service complaint not submitted timely or incomplete. Maximum of for any month, per complaint.
-	Meet all privacy and security standards under applicable state or federal law, rule, regulations, and HH C Contract requirement.	days	, for each incident of noncompliance per day.

R	R	C	L D
-	<p>ails to timely perform an administrative service that is not otherwise associated with a KPR in this matrix, and, in the determination of HH C, such failure either:</p> <ul style="list-style-type: none"> () Results in actual harm or places the Client at risk of imminent harm; () Materially affects HH C's ability to administer the program; or () ails to submit complete and accurate responses to HH C directives, inquiries, desk reviews, technical assistance reports, audits, and operations reviews. 	days	, for each incident of noncompliance.

ATTACHMENT K – ADDITIONALLY REQUIRED NON-TNC DRIVER TRAININGS

Training Subject	Training Frequency
Americans with Disabilities Act	Every 2 years
Basic First Aid	Every 3 years
How to transfer and properly restrain mobility devices including scooters	Every 2 years
When and How to Call for Emergencies	Annually
Dealing with Clients with behavior issues including but not limited to violent behaviors	Every 2 years
Claims processing requirements <ul style="list-style-type: none"> • HHSC Claims Administrator Learning Management System (LMS) 	Every 2 years
Texas Medical Transportation System (TMTS) <ul style="list-style-type: none"> • Trip Manifest • Add-on Trip • Cancellation • No Show 	Every 2 years

ATTACHMENT L – NON TNC CONTRACT REQUIRED REPORTS

R	HHSC	R	M	D	HHSC
	Current active roster of drivers used for DRT		mail		Quarterly, due 15 days following the end of the state fiscal year reporting quarter
	Current active roster of vehicles used for DRT		mail		Quarterly, due 15 days following the end of the state fiscal year reporting quarter
	Reports of Global Position Systems (GPS) to record pick up and drop off times for each destination for used Demand Response		mail		As requested
	Evidence of sex offender registry checks and criminal background checks used for DRT		mail		As requested
	Evidence of state and federal database screenings for drivers used for DRT		mail		As requested
	Evidence of motor vehicle reports on drivers used for DRT		mail		As requested



TEXAS

Health and Human Services

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

**OPEN ENROLLMENT (OE)
for
MEDICAL TRANSPORTATION PROGRAM
DEMAND RESPONSE TRANSPORTATION SERVICES**

OE No. # HHS00010339

NIGP Class/Item No(s):

948-07 Administrative Services, Health
952-59 Human Services (Not Otherwise Classified)
952-94 Transportation Services: Elderly, Handicapped, Incapacitated, Prisoners, Juries, Students, Etc.
961-82 Transportation Services (Not Otherwise Classified)
915-49 High Volume, Telephone Answering Services
918-96 Transportation Consulting
958-91 Transit Management Services

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SECTION 1. SCHEDULE OF EVENTS

Enrollment Period Opens (Posted to HHS OE Opportunities webpage)	<i>05/07/2021</i>
Enrollment Period Closes (Final date for RECEIPT of Applications)	<i>05/31/2023</i>
Anticipated Contract Start Date	The effective date of a Contract, if any, awarded to an Applicant will be determined at the sole discretion of HHSC.

Applications must be **received** by 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 4. 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 timely by HHSC. HHSC is not responsible for lost, misdirected or late emails.

SECTION 2. OVERVIEW

2.1. INTRODUCTION

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

HHSC is seeking Applications to establish Contract(s) for Demand Response Transportation Services (DRTS) statewide by developing a network of Contractors to provide DRTS on a regional basis.

To be considered for award, Applicants must submit a comprehensive Application which meets all the requirements of this OE and includes all requested documentation.

2.2. LEGAL AUTHORITY

The services provided under this Agreement are authorized by federal and state statutory and regulatory authorities that include but are not limited to the following:

Chapter 531 of the TEX. GOV'T CODE
 Chapter 533 of the TEX. GOV'T CODE
 Chapter 32 of the TEX. HUMAN RESOURCES Code
 Title 1 Tex. Admin. Code (TAC) Chapter 380
 Title XIX of the Social Security Act
 Title 42 Code of Federal Regulations (C.F.R.) § 440.170(a)(4)

2.3. NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

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

SECTION 3. DEFINITIONS AND ACRONYMS

Unless the context clearly indicates otherwise, throughout this Open Enrollment, the definition given to a term below applies whenever the term appears in this Open Enrollment, in any Application submitted in response to this Open Enrollment, and in any Contract awarded as a result of this Open Enrollment. All other terms have their ordinary and common meaning.

TERM	DEFINITION
Abuse	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Accident	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Add-on Trip	<p>A trip not authorized before the date of travel but provided to the Client. Add-on Trips are allowed under the following circumstances:</p> <ul style="list-style-type: none"> • The services are prescribed by the Client's health care provider. • The Add-on Trip (e.g., trip to a pharmacy, medical laboratory, or medical radiology facility) immediately follows an authorized health care appointment. • The add-on is an unexpected necessary Attendant following all Medicaid rules and policies.

TERM	DEFINITION
Addendum	A written clarification or revision to this Open Enrollment. All Addenda will be posted to the HHS Open Enrollment Opportunities web page.
Adjacent County(ies)	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Application	All information and materials submitted by an Applicant in response to this Open Enrollment.
Applicant	Any person or entity that submits an Application in response to this Open Enrollment.
Attendant	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Children with Special Health Care Needs (CSHCN) Services Program	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Client	An individual authorized by HHSC as eligible for Medicaid services under a specific category, or identified by either the CSHCN service program or the TICP program as eligible for program services, who has no other means of transportation to Covered Health Care Services.
Client No Show	A trip when Contractor waits for the Client ten minutes beyond the scheduled pick-up and the Client fails to show up at the pickup point.
Contract	Any Contract(s) awarded resulting from this Open Enrollment.
Contractor (Provider)	Each Applicant, if any, awarded a Contract as a result of this Open Enrollment. May also be referred to as Provider. Unless the context clearly indicates otherwise, all terms and conditions of this Open Enrollment and resulting Contract that refer to Applicant apply with equal force to Contractor (Provider).
Contractor No Show	A trip when Contractor fails to show up to pick up a Client for a scheduled pick-up or return
Covered Health Care Service	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Demand Response Transportation Services (DRTS)	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Digitally Prearranged Ride	Has the meaning assigned by Texas Occupations Code §2402.001

TERM	DEFINITION
HHS Agency	The Health and Human Services Commission (HHSC) and the Texas Department of Health and Human Services (DSHS) may be identified separately as a 'HHS Agency' or collectively as the 'HHS Agencies' in this Open Enrollment or any resulting Contract(s)
HHS Open Enrollment Opportunities	The HHS web page where Open Enrollments are posted: https://apps.hhs.texas.gov/pcs/openenrollment.cfm
Health and Human Services Commission (HHSC)	Has the meaning assigned by 1 Tex. Admin. Code §380.101
HHSC Claims Administrator	The organization contracted to perform various enrollment and claims processing function on behalf of HHSC
HUB	A Historically Underutilized Business, as defined by Chapter 2161, Texas Government Code.
HUB Subcontracting Plan or HSP	The Historically Underutilized Business Subcontracting Plan (HSP) required by Chapter 2161 of the Texas Government Code for contracts with an expected value of \$100,000 or more and where subcontracting opportunities have been determined to be probable.
Long Distance Trip	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Medicaid	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Medical Transportation Program (MTP)	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Open Enrollment (OE)	This document, including all exhibits, attachments and addenda, as applicable, posted on the HHS Open Enrollment Opportunities webpage.
Passenger Assistance	Has the meaning assigned by 1 Tex. Admin. Code §380.101 and includes fastening of safety restraints and securing wheelchairs to ensure that Clients enter and exist vehicles safely.
Reasonable Transportation	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Same Day	An Urgent Request for same day transportation services for Client to obtain necessary health care services.
Service Animal	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Sexual Harassment	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Special Needs	Has the meaning assigned by 1 Tex. Admin. Code §380.101

TERM	DEFINITION
Statement of Work	The description of services and deliverables in this Open Enrollment that Contractor (Provider) is required to provide under the Contract.
Subcontract	Any written agreement between Contractor and another party to fulfill the requirements of this OE.
Subcontractor	An individual or entity who which has a Subcontract with Contractor.
Transportation for Indigent Cancer Patients (TICP)	Has the meaning assigned by 1 Tex. Admin. Code §380.101
Transportation Network Companies (TNC)	Has the meaning assigned by Texas Occupations Code § 2402.001
Urgent Condition	A health condition including an urgent behavioral health situation that is not an emergency but is severe or painful enough to cause a prudent layperson, possessing the average knowledge of medicine, to believe that his or her condition requires medical evaluation or treatment within 24 hours to prevent serious deterioration of the person's condition or health.
Urgent Request	A request for transportation services due to an Urgent Condition.

SECTION 4. GENERAL INFORMATION

4.1. SOLE POINT OF CONTACT

All questions, requests for clarification, or other communication about this OE shall be made in writing only to the HHSC sole point of contact listed below.

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

Mary Urrutia
Contract Specialist
Email: CMD_ManagedCareOrganizations@hhsc.state.tx.us

Applications should NOT be submitted to this address. See Section 14 for submission requirements.

Do not contact other HHS Agency personnel regarding this OE.

This restriction, as to only communicating in writing with the HHSC sole point of contact identified above, does not preclude discussions between

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 disqualification of the submitted Application.

4.2. 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.

4.2.1. ADVERTISEMENT OF CHANGES, MODIFICATIONS OR CANCELLATION

If HHSC determines that the OE needs to be changed or modified, either an addendum will be posted on the 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 will be canceled, HHSC will determine, in its sole discretion, if a new OE will be posted.

No HHS Agency will be responsible or liable in any regard for the failure of any individual or entity to receive notification of any posting to the OE Opportunities webpage.

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

4.3. OFFER PERIOD

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

An Applicant may extend the time for which its Application will be honored and include the extended period in the Application.

4.4. COSTS INCURRED

HHSC accepts no obligations for costs incurred in preparing, submitting, and screening an Application, including, but not limited to, costs or expenses related to contract execution.

Applicants understand that issuance of this OE or retention of Applications in no way constitutes a commitment by HHSC to award a Contract. All Applications shall be prepared simply and economically, providing a straightforward, concise delineation of the Applicant's capabilities to satisfy the requirements of this OE and submitted at the sole expense of the Applicant.

4.5. OE QUESTIONS OR CLARIFICATIONS

4.5.1. QUESTIONS AND REQUESTS FOR CLARIFICATION

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

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 reference in Section 4.5.3, below), 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 will be canceled, HHSC will determine, in its sole discretion, if a new OE will be posted.

4.5.2. QUESTION AND CLARIFICATION FORMAT

Questions and requests for clarification must include the following information:

- a. the OE Number
- b. the question or request for clarification, providing the following information:
 - OE language, topic, section heading
 - Section, Paragraph and Page number(s) or Exhibit/Attachment

The requestor must provide the following contact information:

- Company Name
- Company Representative Name
- Phone Number
- E-Mail address

4.5.3. AMBIGUITY, CONFLICT, DISCREPANCY

- 4.5.3.1** Applicants must notify the Sole Point of Contact, Section 4.1, of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the OE. Notices must be submitted in the same manner for submitting questions.
- 4.5.3.2** Each Applicant submits its Application at its own risk.
- 4.5.3.3** If an Applicant fails to properly and timely notify the Sole Point of Contact, Section 4.1, of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the OE, the Applicant, whether awarded a contract or not:
 - 4.5.3.1.1** shall have waived any claim of error or ambiguity in the OE and any resulting contract,
 - 4.5.3.1.2** shall not contest the interpretation by HHSC of such provision(s), and
 - 4.5.3.1.3** shall not be entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

SECTION 5. HUB SUBCONTRACTING PLAN (HSP) REQUIREMENTS

It is the policy of HHS to promote and encourage contracting and subcontracting opportunities for State of Texas-certified Historically Underutilized Businesses (HUBs) in all contracts in compliance with [Chapter 2161 of the Texas Government Code](#) and [Title 34, Part 1, Chapter 20, Subchapter D, Division 1 of the Texas Administrative Code](#).

Applicants who may be eligible are encouraged to become HUB certified and may access more information including the State of Texas HUB Application at the CPA website at: <https://comptroller.texas.gov/purchasing/vendor/hub/>.

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

SECTION 6. CONTRACT TERM

6.1. TERM OF CONTRACT

HHSC may award one or more Contracts under this OE.

Any Contract resulting from this OE will be effective on the signature date of the latter of the Parties to sign the agreement and will expire three (3) years after the effective date, unless terminated earlier pursuant to the terms and conditions of the Contract.

6.2. EXTENSION OPTION

HHSC, at its sole option and subject to availability of funding, may extend the Contract beyond the initial term for up to two one-year extensions as necessary to ensure continuity of service, to process a new OE to award new contract(s), for purposes of transition, or as otherwise determined to serve the best interest of the State of Texas.

SECTION 7. MINIMUM QUALIFICATIONS

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

7.1 REQUIRED EXPERIENCE

- a. To be considered for contract award under this OE, an Applicant shall have a minimum three (3) years' relevant experience within the past five (5) years performing the services as outlined in this OE or similar services.
- b. All personnel assigned to perform the services must be fully trained and have a minimum three (3) years' experience.

7.2 Licensure and Accreditation

Applicant and all personnel and technicians assigned to provide services under the Contract must have all permits, licenses, and certifications required by applicable law.

Assigned personnel and technicians, who may include department directors or equivalent positions, providing services that, by law, require a professional license or certification, must hold a current, valid, and applicable Texas license and/or certification in good standing.

Contractor is responsible for ensuring all Contractor staff and Subcontractors, if any, hold current, valid, and applicable licenses and/or certifications in good standing.

A copy of each [permit license certification] listed below – both for the Applicant and all assigned personnel, as applicable – must be submitted with your Application.

- a. Permit: any permit required by local ordinance, state, or federal regulation, statute, or rule

- b. License: any license(s) required by local ordinance, state, or federal regulation, statute, or rule
- c. Certification: any professional certification required business and drivers, as applicable

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/or certifications must be included with submitted Applications. During annual contract reviews, Contractor shall provide updated licenses and/or certifications at HHSC's request.

7.3 Additional Minimum Qualifications for Contractor and Contractor Personnel

Be registered with the Secretary of State and certified to conduct business in the State of Texas and agree to continue this status throughout the term of the Contract.

Be in good financial standing, not in any form of bankruptcy, current in payment of all required taxes and fees such as a state franchise fees.

Provide a project manager to oversee requirements. The project manager must:

- Be a full-time employee of Contractor and
- Have a minimum of three (3) years' experience in managing the delivery of transportation services.

If the Applicant is enrolled in Texas Medicaid at the time the OE is submitted, the Applicant must provide a copy of the enrollment letter sent by HHSC's Claims Administrator as part of the documentation submission requirements, see Section 13, Required Application Documents.

If Applicant attempts to enroll in Texas Medicaid after the Applicant is tentatively approved, then Applicant must submit a copy of the enrollment letter sent by HHSC's Claims Administrator to complete the application process.

HHSC will not award a Contract to an Applicant until the Applicant provides proof of enrollment in Texas Medicaid.

SECTION 8. STATEMENT OF WORK

8.1. PROJECT OVERVIEW

HHSC is seeking Applications to establish Contract(s) for Demand Response Transportation Services (DRTS) statewide by developing a network of Contractors to provide DRTS on a regional basis.

8.2. HHSC RESPONSIBILITIES

HHSC will:

- 8.2.1** Provide a primary project supervisor and point of contact.
- 8.2.2** Coordinate services with Contractor to complete the service requirements.
- 8.2.3** Provide access to appropriate data systems and information.
- 8.2.4** Provide required forms to file Accident and incidents reports.
- 8.2.5** Provide access to Texas Medical Transportation System (TMTS) and Health and Human Services Enterprise Administrative Report and Tracking (HEART).
- 8.2.6** Monitor Contractor performance of duties and compliance by a variety of methods to include unannounced visits to inspect Contractor or Subcontractor's facility during normal business hours.
- 8.2.7** Conduct a readiness review on Contractors within 10 business days of Contract award. HHSC may visits or conduct a virtual review of the following:
 - 8.2.7.1** Telephone systems are fully operational, including the Where's My Ride line;
 - Computer system and interfaces are fully operational and compliant with DUA.
 - Staffing is complete and in compliance with the OE and Contract requirements.
 - Vehicles meet or exceed warranty and component standards for both state and federal safety mechanical operating and maintenance standards, see Section 8.49.
 - All required deliverables are available for review and approval.

8.3. CONTRACTOR (PROVIDER) RESPONSIBILITIES

Contractor must attend a post award meeting, which may be in-person or via webinar, in Austin, Texas with HHSC within 30 days after Contract award. The purpose of this meeting will be to discuss the terms and conditions of the Contract, to provide additional information and to further discuss the requirements of the Contract. HHSC will not pay for any travel or per diem cost related to Contractor' attendance for orientation sessions or meetings. Work meetings, demonstrations, training, and all other activities involving HHSC personnel will be at HHSC facilities in Austin, Texas or at another location as deemed appropriate by HHSC.

8.4. STATEMENT OF SERVICES TO BE PROVIDED

Contractor must ensure that DRTS are provided to all Clients in the transportation service region, see Attachment 1 – Medical Transportation Program Fee For Service Transportation Service Map, as defined by HHSC in a timely, satisfactory and acceptable manner to meet the needs of clients.

DRTS are provided using buses, vans, or sedans. Contractor must provide DRTS to Clients approved by HHSC to access Covered Health Care Services. Contractor must:

- Provide the following using DRTS, as appropriate
 - Routine medical transportation, including Same Day, Urgent Requests, and Add-on Trips; and
 - Hospital discharges;
- Deliver timely DRTS by qualified, trained, personnel;
- Meet HHSC-specific performance standards for pick-up, arrival, and departure timeliness;
- Provide a mechanism (e.g., a "Where's My Ride?" telephone line) for a Client to check on the status of his or her ride as described in Section 8.4.1.1;
- Ensure scheduled trips are confirmed with Clients 24 hour prior to the pick-up date and time, except for Digitally Prearranged Rides, Urgent Requests, Add-on Trip, Same Day service, and hospital discharge.
- Ensure Clients are not called after 9 p.m., local time;
- Ensure availability of DRTS to and from the Client's address to and from Covered Health Care Services;
- Ensure drivers wait no less than ten (10) minutes after the scheduled pick-up time;
- Ensure a Client is picked up from an appointment within one hour from time of request for pickup;
- Ensure drivers notify Contractor of late arrivals so contact can be made with the health care provider to advise of the late arrival;
- Ensure drivers maintain a log of trips provided, or other mechanism to validate trip provided, see Section 8.4.20.16.

- Ensure Special Needs service is available for Clients requiring this level of transportation as identified by HHSC on the trip manifest or by Client.
- Ensure transportation for an Attendant for a Client is provided as authorized by HHSC.
- Ensure transportation for an Service Animal for a Client is provided as authorized by HHSC.

8.4.1. OPERATIONS REQUIREMENTS

8.4.1.1 Contractor shall have a permanent office located in Texas or the service region at the time of Contract award.

Contractor must:

8.4.1.2 Ensure that hours for the delivery of DRTS are Monday through Saturday to allow for transporting Clients [ambulatory and non-ambulatory] for arrival to appointments for Covered Health Care Services and return to authorized destination upon completion of service appointment. Client health care appointments may be scheduled as early as 5:30 a.m. and as late as 7:00 p.m. Contractor must ensure that the Client arrives in time for the scheduled appointment time and has return transportation available for the return trip. Non-service days only include certain Federal holidays, see Attachment 2 – Authorized Holidays. Ensure that the hours of business office operation are Monday through Friday, 8:00 a.m. - 6:00 p.m. local time including lunch hours.

8.4.1.3 Ensure that the mechanism for a Client to check on the status of his or her ride is operational Monday through Saturday, 5:30 a.m. to 7 p.m., local time, including lunch hours. The mechanism, e.g., a “Where’s My Ride?” line, is for Clients to call for their rides home and/or check on the status of their scheduled trips.

8.4.1.4 Print the final daily manifest at the end of each day to ensure that it captures approved services for the following day.

8.4.1.5 Obtain Client and Attendant signature for documentation of provision of services. Inability to obtain the Client’s or Attendant’s signature shall be documented. Services shall not be denied on the basis of refusal to sign.

8.4.1.6 Ensure that the names and any other identifying information on program clients are not released by Contractor without prior, written permission from HHSC. All client-specific information is confidential under state and federal law. This provision shall not be construed as limiting access to client specific information by the

state of Texas, to include HHSC, Office of the Attorney General Medicaid Fraud Control Unit, or the US Department of Health and Human Services. This provision does not authorize Contractor to obstruct a proper fraud or criminal investigation.

8.4.1.7 Ensure that passengers observe all the Texas safety-belt laws.

8.4.2. DIGITAL SIGNATURE

A digital signature is acceptable if Contractor is able to store and retain the signatures in accordance with applicable document retention guidelines for the Contract. Digital signatures must be made available to HHSC upon request. Contractor must submit their written plan for use of digital signatures for review by HHSC Information Security for compliance with agency rules prior to implementation. Regulatory requirements include:

- Medicare Program Integrity Manual (Pub 100-08) Chapter 3, Section 3.3.2.4 E-F (<https://www.cms.gov.Regulations-and-Guidance/Guidance/Manuals/Internet-Only-Manuals-IOMs-Items/CMS019033.html>);
- Signatures must include protection against modification;
- Administrative safeguards must be applied; and
- Texas policy concerning digital signatures is outlined in Title 1, Texas Administrative Code, Part 10, Chapter 203.

8.4.3. GLOBAL POSITIONING SYSTEM

In lieu of obtaining a wet signature or digital signature from the Client and Attendant, Contractor may verify transportation services were provided by recording each leg of the trip on the global positioning system (GPS). GPS records must be maintained in accordance with record retention requirement of the Contract. Contractor must make available GPS records to HHSC, upon request, at no cost.

8.4.4. COMMUNICATION REQUIREMENTS

Contractor must provide and maintain:

8.4.4.1 An operational fax system 24 hours a day, 7 days a week.

8.4.4.2 A 24-hour toll-free communication system available for Clients to contact the Contractor.

8.4.4.3 A voice mail or electronic messaging system in place for clients to contact Contractor with inquiries or cancellations 24 hours a day, 7 days a week.

- 8.4.4.4** Access to a language line to facilitate communication with limited English proficiency (LEP) clients.
- 8.4.4.5** Access to a telecommunications system (Telecommunication Device or the Deaf (TDD) /TeleTYpe (TTY)) to facilitate communication with hard of hearing, hearing impaired and deaf clients.
- 8.4.4.6** Access to a contact person for Clients to call for return trips after business office hours utilizing the toll-free number.

8.4.5. SCHEDULING AND DISPATCHING REQUIREMENTS

Contractor must have:

- 8.4.5.1** Scheduling and dispatch processes, including operator logs, to ensure the reliable provision of services and monitor on-time delivery of services in accordance with this specification.
- 8.4.5.2** A dispatch communication system to ensure that dispatchers have continuous contact with operators to control and monitor service delivery to ensure that:
 - 8.4.5.2.1** Clients are not delivered to appointments prior to the time that the facility is open for business.
 - 8.4.5.2.2** Clients arrive at appointments on time, but no more than one hour prior to the scheduled appointment time.
 - 8.4.5.2.3** Clients depart appointments no more than one hour from receipt of client request for return trip.
 - 8.4.5.2.4** Members of Contractor staff identify themselves as an HHSC Contractor when communicating with Clients or their responsible party concerning trips approved by HHSC.
 - 8.4.5.2.5** Drivers wait for the Client ten minutes beyond the scheduled pick-up and return time. Following this ten-minute wait, if the Client does not board the vehicle, the Client may be declared a no-show for the transportation service.
 - 8.4.5.2.6** The Client is notified one day prior to the scheduled ride to confirm pick-up time, when a contact number is listed on the daily manifest.

Contractor:

8.4.5.3 Shall notify HHSC the next business day of contact number(s) that are disconnected or incorrect as listed.

8.4.5.4 Is responsible for leaving a calling card should a Client fail to appear at the scheduled pick up location. The calling card is left to verify that the DRTS driver arrived and left the pick-up location.

8.4.6. NON-TNC DRTS DRIVER STANDARDS

Contractor must:

8.4.6.1 Ensure drivers are at least 18 years of age.

8.4.6.2 Ensure that drivers have a valid driver's license as required by law prior to provide transportation services.

8.4.6.3 Ensure drivers do not have a felony or misdemeanor conviction within seven years prior to the initial hire date or any time after the hire date of:

8.4.6.3.1 Driving while intoxicated (DWI) or driving under the influence (DUI);

8.4.6.3.2 An act of Abuse, neglect, or exploitation of children, the elderly or persons with disabilities as defined in Texas Family Code, as amended, Chapter 261 and the Texas Human Resources Code; as amended, Chapter 48; or

8.4.6.3.3 An offense under the Texas Penal Code, as amended, against the person; against the family; against public order or decency; against public health, safety or morals; against property;

8.4.6.3.4 An offense under Chapter 481 of the Texas Health and Safety Code, as amended, (Texas Controlled Substances Act); and

8.4.6.4 Drivers must not have been found to have conducted or participated in any acts prohibited by the Texas Human Resources Code, Chapter 36.

8.4.6.5 Conduct or cause to be conducted for each new employee, Subcontractor, employee of Subcontractor, or driver, who works directly with Clients under the Contract, or who has direct access to Client records, a nationwide criminal history background check,

and a National and State Sex Offender Registry check, which shall be maintained by Contractor, and Subcontractor, available for review by HHSC.

8.4.6.6 Conviction or convicted means a judgement of conviction has been entered against an individual or entity by a federal, state, or local court, regardless of whether:

- There is a post-trial motion or
- An appeal pending; or
- The judgement of:
 - any record relating to the criminal conduct has been expunged or otherwise removed;
 - A federal, state, or local court has made a finding or guilt against an individual or entity;
 - A federal, state, or local court has accepted a plea of guilty or nolo contendere by an individual or entity;
 - An individual or entity has entered into participation in a first offender, deferred adjudication, or other program or arrangement where judgement of conviction has been withheld; or
 - A person on deferred adjudication is considered convicted, and therefore barred from providing services under this contract, until successful completion of deferred adjudication.

8.4.6.7 Individuals with any criminal conviction that falls within Section 8.4.6 that occurred within seven years prior to the hire date or any time after the hire date shall not be allowed to participate in providing services under the Contract. Any services that are determined to have been provided by a person not eligible to provide services under the Contract may be subject to liquidated damages, see Attachment 3 – Key Performance Standards.

Contractor must:

8.4.6.8 Have hiring and screening procedures in place to ensure that anyone who transports Clients under the requirements of the Contract meets all applicable requirements for the safe operation of vehicles.

8.4.6.9 Implement and maintain a drug and alcohol testing program in compliance with federal regulations found at 49 C.F.R. Parts 40 and 655. Use of any substance that may impair the operation of the motor vehicle by the operator is prohibited. Violation of this requirement shall constitute grounds for cancellation of the Contract.

- 8.4.6.10** Maintain and retain documentation that reflects each driver's history of all moving citations and violations maintained by the Department of Public Safety under Chapter 521, Subchapter C, Transportation Code throughout the term of the Contract. Drivers must not possess more than two moving violations either on or off the job for the previous 12 months. A driver who does not meet driving history requirements as specified in the Contract may not provide DRTS under the Contract.
- 8.4.6.11** Report allegations of fraud or program abuse, Sexual Harassment, physical or verbal Abuse as alleged by Clients or Attendants during trips approved by HHSC. If Contractor believes the safety of the driver, Client(s), or other passengers is in jeopardy or if a Client appears to be dangerous to themselves or others, Contractor must notify the appropriate law enforcement authorities and HHSC.
- 8.4.6.12** Require drivers to wear easy-to-read company identification, be clean in appearance, and maintain a neat appearance while on duty.
- 8.4.6.13** Require drivers to exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle and provide any necessary Passenger Assistance.
- 8.4.6.14** Ensure that drivers observe all applicable Texas safety restraint laws.
- 8.4.6.15** Ensure drivers meet federal guidelines for Health Insurance Portability and Accountability Act (HIPAA).

8.4.7. NON-TNC DRTS DRIVER BACKGROUND CHECKS AND SCREENING REQUIREMENTS

Contractor must adhere to background checks and screening requirements cited in Section 8.9.

8.4.8. NON-TNC DRTS DRIVER CONDUCT

Contractor must:

- 8.4.8.1** Ensure that drivers do not accept, charge, solicit, or receive any gift, money, tips, or other compensation from any clients or Attendants under any circumstance. Such offers must be reported to HHSC staff for follow up with the Client and may be reported to the HHSC Office of Inspector General.

- 8.4.8.2** Ensure that drivers do not use tobacco products while in the performance of any service under the Contract. Violation of this requirement shall constitute grounds for cancellation of the Contract.
- 8.4.8.3** Ensure that drivers consider the comfort of Clients, make rest stops, and other reasonable accommodations as requested by the Client or Attendant.
- 8.4.8.4** Ensure that drivers do not use, consume, or be under the influence of alcohol, narcotics, or prescribed or illegal drugs that impair the operator's ability to perform while on duty.
- 8.4.8.5** Ensure that drivers do not touch any Client or Attendant except as appropriate and necessary to assist the Client or Attendant into or out of the vehicle, into a seat, and to secure the seatbelt, when the Client or Attendant requests assistance, or as necessary to render first aid or assistance for which the operator has been trained.
- 8.4.8.6** Ensure that drivers do not wear any type of headphones or earphones while on duty performing transportation services.
- 8.4.8.7** Ensure that drivers do not use a cell phone or texting device while driving, except for voice activated navigation.
- 8.4.8.8** Ensure that drivers interact in a professional manner. This includes, at a minimum, protecting passenger confidentiality, avoiding offensive language or topics, maintaining an appropriate professional relationship, and treating passengers with respect.
- 8.4.8.9** Ensure that drivers do not eat or consume any beverage while in the vehicle, driving or in the presence of any Client or Attendant.
- 8.4.8.10** Ensure that drivers exit the vehicle to open and close vehicle doors when the Client and their Attendant enter or exist the vehicle and provide Passenger Assistance to the Client entering or existing the vehicle.
- 8.4.8.11** Ensure that drivers properly identify and announce their presence at the specified pick-up location.
- 8.4.8.12** Ensure that drivers assist the Client or Attendant in the process of being seated, including fastening of seat belts, when the Client or Attendant request assistance. This does not include the securement

of child safety seats or securing an infant or child who is younger than eight years of age in properly installed child safety seats.

8.4.8.13 Ensure that drivers confirm prior to leaving the pickup location that wheelchairs are properly secured and that the Clients are properly seat-belted, secured, or restrained in their wheelchair.

8.4.8.14 Ensure that drivers provide support and verbal directions to Clients. This includes the movement of wheelchairs and mobility-limited Clients as they enter or exit the vehicle using the wheelchair lift or ramp. Such assistance includes stowage by the operator of mobility aids and folding wheelchairs but not a Client's personal items.

8.4.8.15 Ensure that these standards of conduct are included in any Subcontracts.

8.4.9. NON-TNC DRTS DRIVER MOTOR VEHICLE STANDARDS

8.4.9.1 Contractor must provide and ensure the availability of a sufficient and reliable fleet of vehicles, including the Americans with Disabilities Act (ADA) compliant vehicles, are available and adequate to meet the specified transportation service requirements for all Clients in the region.

8.4.9.2 Contractor must notify HHSC if insufficient transportation resources are identified with its fleet within three days. Contractor shall have ten business days after the date of such notice in which to develop and implement a plan to address the resources deficiency. At HHSC's discretion, another Contractor may be added to the service area to augment resources and ensure adequate drivers and vehicles are available to meet demand.

8.4.9.3 Contractor must ensure that all vehicles used for transporting Clients and Attendants:

8.4.9.3.1 Comply with all applicable state and federal laws including, but not limited to the ADA, Guidelines for Accessible Vehicles (49 C.F.R. Part 38), Federal Motor Vehicle Safety Standards (49 C.F.R. Part 571), and Chapter 547 of the Texas Transportation Code.

8.4.9.3.2 Meet or exceed warranty and component standards for both state and federal safety mechanical operating and maintenance standards.

- 8.4.9.3.3** Are identified with Contractor or Subcontractor(s) name and vehicle number using letters that are at a minimum six inches in height.
- 8.4.9.3.4** Have a communication system and Mobile Data Terminals, if equipped, that are maintained in operable condition at all times and in accordance with manufacturer's recommended maintenance procedures as well as with applicable federal and state laws, rules, and regulations.
- 8.4.9.3.5** Have signage that is adequate to inform passengers of applicable safety precautions and standards they (passengers and drivers) will be required to follow in accordance with all applicable state and federal laws, rules, and regulations.
- 8.4.9.3.6** Have functioning, clean, and accessible seat belts for each passenger seat position and shall be stored off the floor when not in use.
- 8.4.9.3.7** Have a properly functioning speedometer and odometer.
- 8.4.9.3.8** Have working interior lights within the passenger compartment.
- 8.4.9.3.9** Have adequate interior sidewall padding and ceiling covering.
- 8.4.9.3.10** Have two exterior rear-view mirrors, one on each side of the vehicle.
- 8.4.9.3.11** Are equipped with an interior mirror. This interior mirror shall be for monitoring the passenger compartment.
- 8.4.9.3.12** Maintain a clean interior and exterior.
- 8.4.9.3.13** Have exteriors that are free of broken mirrors or windows, excessive grime, rust, chipped paint, or major dents which detract from the overall appearance of the vehicle.
- 8.4.9.3.14** Have the vehicle floor covered with commercial anti-skid, ribbed rubber flooring or carpeting. Ribbing shall not interfere with wheelchair movement between the lift and the wheelchair positions.
- 8.4.9.3.15** Are equipped with a functional fire extinguisher. The fire extinguisher shall be secured within reach of the operator and visible to passengers for use in emergencies when the operator is incapacitated.

- 8.4.9.3.16** Are equipped with a first aid kit. The first aid kit shall, at a minimum, include: disposal gloves, hazardous waste disposal bags, scrub brush, disinfectant, and deodorizer.
- 8.4.9.3.17** Are equipped with working heating and cooling systems adequate for the heating, cooling, and ventilation needs of both operator and passengers. Any vehicle with a non-functioning heating and cooling system shall be placed out-of-service until repaired.
- 8.4.9.3.18** Have signage posted within the vehicle that reads: "No Smoking, Eating or Drinking." "All passengers must wear seat belts." "Concealed Weapons Prohibited."
- 8.4.9.3.19** Have a retractable step or a step-stool to aid in passenger boarding if the vehicle is not already equipped with a running board or similar device. Contractor or Subcontractor must ensure that drivers do not use mile crates or similar makeshift step stool configuration as a step stool.
- 8.4.9.3.20** Have three portable triangular reflectors mounted on stands. Use of flares or similar substitutes are prohibited.
- 8.4.9.3.21** Have a vehicle information packet in each vehicle that includes:
- Vehicle Registration;
 - Vehicle Inspection;
 - Insurance Card;
 - Accident and incident procedures and forms; and
 - Map(s) of the service area with sufficient detail to locate a Client and health care facilities. Voice activated navigation is allowed.
- 8.4.9.4** A vehicle found deficient with any of the following must not be used for transporting Clients and Attendant:
- Contract requirements, including specification in the OE.
 - Any state or federal law, rule, or regulation;
 - Overall condition of vehicle creates a health or safety hazard for the Client and Attendant; or
 - Vehicles receiving two substantiated complaints from Clients, Attendants, health care providers, or HHSC staff concerning cleanliness, temperature, or other deficiencies within a 10-day period.
- 8.4.9.5** Vehicles receiving two substantiated complaints from Clients, Attendants, or health care providers, concerning cleanliness, temperature deficiencies, or other deficiencies within a 10-day

period may not be used for transporting Clients and Attendants. Contractor must document appropriate corrective actions taken to address all deficiencies before a vehicle is cleared to be used for transporting Clients and Attendants. All corrective actions taken on a vehicle, and all supporting documentation, must be maintained for each vehicle's permanent record, and made available to HHSC upon request.

8.4.10. NON-TNC DRTS MOTOR VEHICLE REGISTRATION INFORMATION

Contractor must maintain the following records and related information for each vehicle in Contractor's or Subcontractor's transportation network:

- Manufacturer, model, and model year;
- Vehicle Identification Number (VIN) and vehicle fleet number, if any;
- Type of vehicle (sedan, minibus, wheelchair van);
- License plate number;
- Insurance certifications;
- Texas Department of Motor Vehicles (DMV)-issued registration;
- Special equipment (lift, ramp, etc.);
- Communication device installed, if any (e.g., two-way radio, Citizens Band Radio (CB), MDT);
- Navigation system installed, if any;
- Description of inspection activity and date (e.g., verification that vehicle meets vehicle requirements, inspection of equipment such as brakes, tire tread, turn signals, horn, seat belts, air conditioning/heating, etc.);
- History of all vehicle inspections; and
- Maintenance records for each vehicle used to transport Clients for the term of the Contract.

This information must be provided to HHSC upon request.

8.4.11. NON-TNC DRTS MOTOR VEHICLE MAINTENANCE

Contractor must develop, implement, and maintain an annual inspection process to verify that all its vehicles meet applicable federal, state, and local ordinances. The inspection must review that safety and passenger comfort features are in good working order (e.g., brakes, tire tread, turn signals, horn, seat belts, and climate control). Contractor may conduct these annual inspections using its own staff or an alternate method approved by HHSC. Contractor must have procedures that at a minimum track and document:

- Routine vehicle maintenance
- Annual vehicle registration
- Annual inspection
- Current liability insurance

8.4.12. TNC DRIVER REQUIREMENTS

Contractor must ensure that TNC drivers comport with Texas Occupations Code §2402.107 and Texas Government Code §533.00258 and that drivers who do not meet these requirements do not provide DRTS.

8.4.13. TNC DRIVER STANDARDS

For each TNC driver, Contractor must conduct or cause to be conducted screenings against the U.S. Department of Health and Human Services-Office of Inspector General's List of Excluded Individuals and Entities (LEIE), no less than monthly. Contractor must ensure that TNC drivers whose screening requirements are past due or who are listed in the LEIE do not provide DRTS.

Contractor must follow relevant provisions of Texas Occupation Code regarding Intoxicating Substance Policy and ensure that use of any substance that may impair the operation of the motor vehicle by the driver is prohibited.

Payment for any services that are determined to have been provided by a driver not eligible to provide DRTS will be subject to recoupment.

8.4.14. TNC VEHICLE REQUIREMENTS

Contractor must ensure vehicles used by drivers to provide DRTS comport with Texas Occupations Code §2402.1111.

8.4.15. BACK UP VEHICLES WITH DRIVERS

Contractor must arrange to provide back-up vehicles and drivers when notified by a Client, a health care provider, or HHSC that a vehicle is excessively late. Excessively late means more than 30 minutes late following the scheduled pickup time or the initial call for the return ride or otherwise unable to meet Special Needs when specifically requested by HHSC.

8.4.16. NON-TNC CLEAN AIR VEHICLE QUALITY CONTROL

It is the intent of the state to reduce air pollution with preference that all vehicles used to provide public transportation services comply with specified emissions standards. Standards may vary among geographic areas based on the need of each area to reduce levels of air pollution. Contractor must make a good faith effort to maximize the use of clean air vehicles.

8.4.17. NON-TNC AUTOMATION REQUIREMENTS

Contractor must use the automation support software, Texas Medical Transportation System (TMTS), to communicate with HHSC regarding trips.

Contractor must:

- 8.4.17.1** Ensure automated systems and procedures related to MTP operations must meet all Federal and State privacy and security requirements in addition to specifications detailed in the OE. Specific security requirements are documented below.
- 8.4.17.1.2** The following resources should be used when developing plans that assess security risk for this directive, as summarized below:
- TEX. ADMIN. CODE, Title 1, Part 10, Chapter 202
 - Federal Information Processing Standards Publication 200
 - National Institute of Standards and Technology Special Publication 800-53
- 8.4.17.2** Have well documented processes to protect the automated systems and information resources against accidental or unauthorized access, disclosure, damage or loss.
- 8.4.17.3** Ensure its management information system comports with applicable certificate of coverage and data specification and reporting requirements promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L., 104-191 (August 21, 1996), as amended or modified.
- 8.4.17.4** Maintain hardware, software, internet, and communication equipment (including high-speed fax machine) to support automated services necessary to carry out the requirements of the OE.
- 8.4.17.5** Interface with the web-based payment system module in TMTS, as required. Contractor must perform system upgrades as necessary to maintain compatibility with the TMTS. Contractor must make any necessary procedural or operational changes at no cost to HHSC.
- 8.4.17.6** Have written policies and procedures in place to ensure the security of both system and TMTS passwords and content, including prohibitions against the sharing of or access to any HHSC electronic management system with Subcontractors and any person or entity outside of Contractor's organization.

- 8.4.17.7** Report any system problems to HHSC within a maximum of one hour and work with HHSC to ensure that the system is working properly.

8.4.18. TNC AUTOMATION REQUIREMENTS

Contractor must make available the appropriate platform, system, or application to HHSC to enter or upload trips assigned to Contractor. Contractor must ensure that any platform, system, or application to which HHSC will enter or upload trip assignment comply with applicable federal and state laws, regulations, and rules governing personally identifiable information (PII), including Health Insurance Portability and Accountability Act (HIPAA) and state agency requirements, policies and procedures.

8.4.19. NON-TNC FINANCIAL MANAGEMENT REQUIREMENTS

HHSC will have the right to withhold all or part of any future payments to Contractor to off-set any payment made to Contractor for any ineligible expenditure or for any and all expenses incurred due to Contractor's non-performance. Any payment due to the State may be withheld from funds owed to Contractor.

Contractor must:

- 8.4.19.1** Include electronic billing system that accurately compiles, records, and maintains billing data for Client services.
- 8.4.19.2** Provide records that contain all pertinent documentation, including operator's (driver's) logs, digital signatures, and global position system or other location mechanism established by Contractor, for each service billed to HHSC.
- 8.4.19.3** Include accurate controls of verifiable documentation that delivered services were approved by HHSC.
- 8.4.19.4** Include accurate controls that services were delivered.
- 8.4.19.5** Submit claims to HHSC Claims Administrator no later than 95 days from the date of service.

8.4.20. RECORDKEEPING, REPORTING, AND ADDITIONAL ADMINISTRATIVE ACTIVITIES

Contractor must:

- 8.4.20.1** Provide an accounting system that complies with the Generally Accepted Accounting Principles established and promulgated under the auspices of the American Institute of Certified Public Accountants.
- 8.4.20.2** Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted for a minimum of seven (7) years after the termination of the Contract, or until all litigation, claims, or audit findings are resolved, whichever occurs later. All claims and financial documents for DRTS provided under the Contract must be kept separate from other funding sources.
- 8.4.20.3** Notify HHSC staff of any Client or Attendant who was not transported due to a situation that required Contractor to notify the appropriate law enforcement authorities.
- 8.4.20.4** Record in TMTS any Add-on Trips, Cancellation, and Client No Shows and Contractor No Shows.
- 8.4.20.5** Report all Accidents or incidents involving a Client or Attendant entering, riding in or exiting a vehicle on the prescribed HHSC form to Managed Care Compliance & Operations (MCCO) via the NEMT services mailbox: MTPAccidents_Incidents@hhsc.state.tx.us or the HEART system when functionality for the system becomes available.
- 8.4.20.6** Report Accidents/incidents without serious injury or death to HHSC within 24 hours.
- 8.4.20.7** Report Accidents involving serious injury to HHSC within four (4) hours. Serious injury is any injury other than fatal that results in one or more of the following:
- Severe laceration resulting in exposure of underlying tissues/muscle/organs or resulting in significant loss of blood.
 - Broken or distorted extremity (arm or leg).
 - Crush injuries.
 - Suspected skull, chest, or abdominal injury other than bruises or minor lacerations.
 - Significant burns (second and third degree burns over 10% or more of the body).
 - Unconsciousness when taken from the crash scene.
 - Paralysis.

- 8.4.20.8** Report the death of an Client, Attendant, or driver to HHSC within two hours of becoming aware of the death.
- 8.4.20.9** Notify HHSC of any moving violations that occur while delivering services under the Contract. A copy of the police report must be provided to HHSC within ten business days of the moving violation.
- 8.4.20.10** Maintain copies of each Accident report for both the vehicle and the driver involved in the Accident. Police reports associated with moving violations must be maintained in the file of the responsible driver.
- 8.4.20.11** Report allegations of fraud or program Abuse, Sexual Harassment, physical or verbal Abuse as alleged by Clients or Attendants during trips authorized by HHSC. If Contractor believes the safety of the driver, Client(s) or other passengers is in jeopardy, or if a Client appears to be a danger to themselves or other passengers, Contractor must notify the appropriate law enforcement authorities and HHSC.
- 8.4.20.12** Report to HHSC any incidents, Accidents, or other unplanned events that affected or could potentially affect Contractor's ability to deliver services to HHSC and the affected Client(s).
- 8.4.20.13** Inform HHSC of changes in contact personnel, see Section 8.4.24.1.
- 8.4.20.14** Immediately notify HHSC in the event of a change in Contractor's ownership, entity legal name or legal operating status including the filing of a petition in bankruptcy concerning Contractor or the placement of Contractor in receivership. Change in ownership or a change in the entity's legal name will require a purchase order amendment.
- 8.4.20.15** Submit vehicle insurance documentation for Contractor, including renewals and any changes, modifications or amendments made to the insurance policies to HHSC upon request.
- 8.4.20.16** Contractor must, at a minimum, keep records related to:
- Travel Services;
 - Driver Logs, GPS, records on trips provided, No Shows, Cancellation, and reschedules.
 - Clients, claims, financial supporting documentation for monitoring, or audit. Claims and financial documents for transportation services must be kept separate from other funding sources;

- Employee training records;
- Subcontract agreements, including business associate agreements;
- Vehicles;
- Drivers; and
- Complaints.

8.4.21. COMPLAINTS

Contractor must:

- 8.4.21.1** Submit to HHSC all complaints received by Contractor, its employees, regarding delivery of DRTS provided to Clients.
- 8.4.21.2** Submit a written response to HHSC on complaints and requests for correction regarding DRTS required under the Contract by email at MedTransComplaints@hhsc.state.tx.us, until the HEART functionality becomes available. See Attachment 3 – Key Performance Standards.
- 8.4.21.3** Has significant flexibility with investigating complaints as Contractor deems appropriate through methods such as:
 - Directly contacting the Client, driver, and other passengers;
 - Obtaining written statements from all involved parties;
 - Viewing video footage, if available;
 - Conducting in-person interviews with appropriate parties involved, or
 - Any other technique prescribed by Contractor that does not hinder or dismiss a client or others or cause a client or others to feel intimidated or harassed.

8.4.22. CUSTOMER SERVICE REQUIREMENTS

Contractor must establish and maintain written policies and procedures that:

- 8.4.22.1** Ensure that clients are treated with respect and dignity.
- 8.4.22.2** Ensure that all employees are made aware of client rights and responsibilities as stated in 1 Tex. Admin. Code (TAC), Chapter 380.
- 8.4.22.3** Ensure that client complaints are managed in accordance with program and Contract requirements. Contractor must not retaliate or give the appearance of retaliation against an individual who has

submitted a complaint against Contractor or against an Client who has responded to a client survey.

- 8.4.22.4** Ensure that Contractor policies do not have the effect of excluding or limiting services because of a client's race, color or national origin, or the effect of defeating or substantially impairing accomplishment of the objectives of MTP with respect to individuals of a particular race, color or national origin. Contractor must take reasonable steps to provide services and information in appropriate languages other than English to ensure that persons with Limited English Proficiency (LEP) are effectively informed and can effectively participate and benefit from its services. Contractor must further ensure the following:
- 8.4.22.5** No Client or their Attendant shall be required to provide or pay for the services of a translator or interpreter
- 8.4.22.6** For LEP clients, Contractor must identify and document on client records the primary language or dialect of the clients and need for translation or interpretation services
- 8.4.22.7** Contractor must make every effort to avoid the use of any person under the age of 18 years or any family member or friend of the client as an interpreter for essential communication with clients. A family member or friend may be used as an interpreter if this is requested by the client and the use of such person would not compromise the effectiveness of services or violate the clients' confidentiality and the client is advised that an interpreter is available free of any charge to the client.

8.4.23. TRAINING PLAN AND TRAINING RECORDS

This section does not apply to Contractors or Subcontractors who are TNCs.

Contractor must:

- 8.4.23.1** Have a written plan and schedule for staff training. Training plan must be available for review by HHSC and include the training requirements listed in Section 8.4.23 and Attachment 4, Additional Non-TNC Required Trainings.
- 8.4.23.2** Have a system to track training for each employee.
- 8.4.23.3** Conduct regularly scheduled training activities on service delivery, automation, and programmatic requirements for all existing and

new Contractor and Subcontractor staff, including, but not limited to, administrative staff, dispatchers and operators.

- 8.4.23.4** Provide training for drivers that includes, but is not limited to:
- 8.4.23.5** Passenger safety (training to occur at least annually);
- 8.4.23.6** Passenger Assistance (training to occur at least annually);
- 8.4.23.7** Assistive devices, including wheelchair lifts, tie-down equipment, and child safety seats (training to occur at least annually);
- 8.4.23.8** Non-discrimination, sensitivity, and diversity;
- 8.4.23.9** Prohibited behavior by motor vehicle operators, including use of offensive language, use of tobacco, alcohol or drugs, and Sexual Harassment;
- 8.4.23.10** Global Positioning System (GPS), if available;
- 8.4.23.11** Handling difficult callers/passengers;
- 8.4.23.12** Reporting Fraud, Waste and Abuse;
- 8.4.23.13** Overview of the Medical Transportation Program;
- 8.4.23.14** Civil Rights;
- 8.4.23.15** Scheduling and coordination of services provided under the Contract; and
- 8.4.23.16** Any other additional training as determined by HHSC, see Attachment 4 – Additional Required Non-TNC Driver Trainings.

8.4.24. TRANSPORTATION SERVICE OPERATION PLAN

This section does not apply to Contractors or Subcontractors who are TNCs.

- 8.4.24.1** Contractor must develop a transportation service operation plan (Plan) that demonstrates the ability and capacity of Contractor to successfully fulfill the requirements specified in Section 8 of the OE. The Plan must include the following information:
 - Indicate the region(s) Contractor is seeking to provide DRTS, see Attachment 1 – Medical Transportation Program Fee For Service Transportation Service Region Map.

- Indicate Contractor’s established service area, including whether Contractor provides travel beyond the region(s) for which Contractor is seeking to provide DRTS, and hours of operation.
- Provide a timeline that clearly demonstrates Contractor’s ability to successfully provide DRTS within specific milestones, including, but not limited to:
 - Total number of drivers
 - Total number of vehicles:
 - Number of type of vehicles (sedans, wheelchair van, mini-van, bus, etc.)
 - Total number of staff
 - Dispatcher(s), manager, supervisor, lead, etc.
 - Total number of Subcontractors
 - Total number of drivers
 - Total number of vehicles
 - Number of type of vehicles (sedans, wheelchair van, mini-van, bus, etc.)
 - Total number of staff
 - Dispatcher(s), manager, supervisor, lead, etc.
- Provide a list of contact personnel with their direct administrative phone number for HHSC staff to contact personnel without having to go through the dispatcher or call center.
- Provide the following for each service location to include at the minimum
 - Location Name
 - Physical Address
 - Phone Number
 - E-mail Address
 - Services Offered

8.4.24.1 In the Plan, Contractor must address the following operational requirements:

- Describe how the transportation service is to be organized, staffed, and managed.
- Describe ability to meet the required hours and days of transportation service requirements, and hours and days for the business office operation, see Section 8.4.1.

8.4.25. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

This section does not apply to Contractors who are TNCs.

8.4.25.1 Contractor must develop and maintain a written business continuity and disaster recovery plan to minimize any disruption in services caused by a disaster, malfunction or failure at Contractor's central

operations center or any satellite office. It is the sole responsibility of Contractor to maintain adequate back-up to ensure continuity of service operations. Contractor must review and update the plan annually, if needed, and submit a completed revised plan or an attestation stating no changes to HHSC prior plan within 15 business days following the end of each Contract year. At a minimum, the business continuity and disaster recovery plan must identify:

- 8.4.25.1.2** Measures to minimize the threat of business office operations at Contractor's central operations center or satellite offices, including physical security, fire detection and prevention.
- 8.4.25.1.3** Provisions for accepting client telephone calls in the event of any type of telephone service interruption at Contractor's central office location or satellite location.
- 8.4.25.1.4** Procedures to minimize the loss or required records in the event of fire, flood or any other type of disaster.
- 8.4.25.1.5** Whether off-site storage will be utilized and how the facility is measured to comply with the business continuity plan.

8.4.26. QUALITY ASSURANCE PLAN

This section does not apply to Contractors who are TNCs.

- 8.4.26.1** Contractor must have a written quality assurance plan on file that must be reviewed annually and updated if needed. Within 15 business days following the end of each Contract year, Contractor must submit a completed revised plan or an attestation stating there were no changes to prior plan. At a minimum, the plan must include performance measures that track:

1. On-time delivery of services
2. Vehicle reliability
3. Operators' training and performance
4. Accurate claims preparation and submission
5. Inaccurate claims returned
6. Number and types of Accidents/incidents
7. Monitoring and resolution of complaints

8.4.27. TRANSITION PLAN

This section does not apply to Contractors who are TNCs.

8.4.27.1 Not later than 90 days after the Contract is awarded, or upon a date approved by HHSC, Contractor must provide a Transition Plan to HHSC for review. HHSC reserves the right to request changes to the Transition Plan. Contractor must provide HHSC an updated Transition Plan, if changed or updated throughout the term of the Contract, including amendments and renewals. The Transition Plan, at a minimum, must include the proposed approach to transition, along with a work plan, including the tasks and time line schedule for transition.

8.4.27.2 In the event HHSC desires a transition of the duties and obligations of Contractor to HHSC or to a new Contractor upon termination of the Contract, HHSC must give written notification to Contractor of the need for transition at least 90 days prior to the termination date of the Contract. The transition period shall begin on the date specified by HHSC in the notice and must continue until HHSC determines that all of Contractor's contract duties and obligations have been met, even if the date extends beyond the termination date of the Contract. HHSC must provide written instruction in the notice regarding the packaging, documentation, data formats, delivery location, and delivery date of all records, data, and information HHSC determines are required to provide for an orderly transition.

8.4.28. SUBCONTRACTING

8.4.28.1 A Contractor may Subcontract with a transportation entity who is enrolled in Texas Medicaid and meets the same requirements of the OE and provides the same service and level of experience as required of Contractor.

8.4.28.2 Contractor must assume responsibility for coordination, control, and performance of all Subcontractors.

8.4.28.4 HHSC reserves the right to request the removal of a Contractor's Subcontractor deemed unsatisfactory by HHSC.

8.4.28.5 Subcontracting must be at Contractor's expense. HHSC retains the right to check a Subcontractor's background and make a determination to approve or reject the use of the submitted Subcontractor(s). Any negative responses may result in disqualification of the Subcontractor.

8.4.28.6 Contractor must maintain all project management, schedule and responsibilities for Subcontractors.

8.4.28.7 Contractor must pay all Subcontractor(s) in accordance with Section §2251.022 of TEX. GOV'T CODE.

8.4.28.8 Contractor must ensure the assignment and assumption provision, see Section 13, is included as a provision in all Subcontracts entered with transportation entities.

8.5. PERFORMANCE CRITERIA

HHSC will look solely to Contractor for the performance of all contractual obligations resulting from an award based on the OE.

No Contractor will be relieved of its obligations for any nonperformance by its Subcontractors. Contractor must ensure that its Subcontractors abide by all requirements, terms, and conditions of the Contract. Unless the context clearly indicates otherwise, every requirement and every prohibition set forth in the OE and any resulting Contract that applies to a Contractor applies with equal force to its employees, agents, representatives, and subcontractors.

8.5.1. SPECIFIC PERFORMANCE STANDARDS

8.5.1.1 Contractor shall comply with all obligations and duties under the Contract. In addition, Contractor shall adhere to the following performance standards:

8.5.1.1.2 Service Delivery: 99 percent of all trips that were assigned and accepted by Contractor were completed. Client cancellations, Client No-Shows and Contractor No Shows are excluded.

8.5.1.1.3 On Time Pick-up: 95 percent of all trips in which the Client was picked up and dropped off were within 15 minutes but no more than one hour prior to their scheduled appointment time.

8.5.1.1.4 Hospital Discharge: 95 percent of all trips in which the Client is picked up were within 3 hours of the Client or advocate notifying Contractor to initiate the trip.

8.5.1.1.5 Vehicle Roster: 99 percent of all trips in which the vehicles used met federal, state, and local ordinances.

8.5.1.1.6 Driver Roster: 99 percent of all drivers met all driver background checks and screening requirements.

8.5.1.1.7 Client Complaints: 98 percent of Prior Client complaints were resolved within 30 days of receipt of the complaint by Contractor.

- 8.5.1.1.8** Class of service: 99 percent of services were performed at the class of service (e.g., ambulatory, wheelchair) requested by HHSC.
- 8.5.1.1.9** Claims/Invoicing: 100 percent of claims/invoices submitted to the HHSC Claims Administrator were only for services performed.
- 8.5.1.1.10** Staff Accessibility: 98 percent of time Contractor staff (someone with decision-making authority) was available to speak to HHSC by phone during normal business hours, and at times when Clients are onboard the vehicles used to provide services.

8.6. CONTRACTOR PERSONNEL PERFORMANCE

- 8.6.1** 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.
- 8.6.2** Contractor shall at all times employ sufficient personnel to carry out functions and services in the manner and time prescribed by the Contract.
- 8.6.3** Contractor shall be responsible for the acts and omissions of Contractor's employees, agents (including, but not limited to, lobbyists), and Subcontractors and shall enforce strict discipline among Contractor's employees, agents (including, but not limited to, lobbyists), and Subcontractors performing the services under the Contract.
- 8.6.4** 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 days of HHSC request for removal, confirmation of the removal and assurance of continued, compliant Contract performance.

8.7. NOTICE OF CRIMINAL ACTIVITY

- 8.7.1** At the time of submission, Applicants shall provide confirmation that the Applicant, any person with ownership or controlling interest in Applicant, and Applicant's agents, employees, subcontractors and volunteers who will be providing the required services:
 - 8.7.1.1** have not engaged in any activity that does or could constitute a criminal offense equal to or greater than a Class A misdemeanor or

grounds for disciplinary action by a state or federal regulatory authority; and

- 8.7.1.2** have not been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program, or sex crime.

- 8.7.2** 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 actions set forth in subsections (a) and (b) above. Additionally, this is a continuing disclosure requirement for each Contractor, during the term of the Contract, to immediately report, in writing, to the HHSC Contract Manager when Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Contractor, or any of Contractor's agents, employees, subcontractors or volunteers has: engaged in any activity that does or could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to the involvement in any financial matter, federal or state program, or sex crime.

- 8.7.3** Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the HHSC Contract Manager.

- 8.7.4** Personnel with sex offender, child or adult abuse, or fraud offenses shall not be allowed to provide Contract services and shall not be allowed access to HHS Agency property, facilities, or documents.

- 8.7.5** Key personnel with misdemeanor offenses must receive prior approval by the HHS Agency before being allowed to work under this Contract.

- 8.7.6** HHSC, at its sole discretion, may terminate any Contract if Contractor, its agents, employees, subcontractors, or volunteers are arrested, indicted, or convicted of any criminal activity.

8.8. NOTICE OF INSOLVENCY OR INDEBTEDNESS

At the time of submission, Applicants shall provide with the Application detailed written descriptions of any insolvency, incapacity, and outstanding unpaid obligations of Applicant owed to the Internal Revenue Service (IRS) or the State of Texas, or any agency or political subdivision of the State of Texas. This is a

continuing disclosure requirement; prior to Contract award, if any, Applicants must notify the HHSC Sole Point of Contact within five days of the date Applicant learns of such financial circumstances after submission of the Application. Additionally, Contractors are under a continuing obligation to notify the HHSC Contract Manager, as applicable, within five days of the date Contractor learns of such financial circumstances after Contract award.

8.9. BACKGROUND CHECKS FOR PERSONNEL

This section does not apply to Contractors who are TNCs.

8.9.1 Contractor must conduct or cause to be conducted for each driver and for each employee who works directly with Clients or who has direct access to Client records the following checks and screening requirements:

Checks and Screening Requirements	Frequency
State Sex Offender Registry check from the Texas Department of Public Safety's website	Annually from date of hire
National Sex Offender Registry check from an organization that is nationally approved and recognized to provide sex offender registry checks	Annually from date of hire
Federal and State database screening requirements: <ul style="list-style-type: none"> • U.S. Department of Health and Human Services-Office of Inspector General's List of Excluded Individuals and Entities (LEIE) (applies to TNCs and their drivers); • HHSC Inspector General exclusion list; • Texas Comptroller of Public Accounts' Vendor Debarment List; • Social Security Administration's Death Master File; • Excluded Parties List System (EPLS) on the System for Award Management (SAM) 	Annually from date of hire, except for LEIE and EPLS, which must be conducted monthly.

8.9.2 A driver who does not meet criminal history or driver history requirements may not provide DRTS.

8.9.3 Evidence of screening requirements must be maintained at Contractor's headquarters and must be made available to HHSC upon request. Contractor, Subcontractors, their employees, and drivers may not provide DRTS if the required checks and screening requirements are past due.

8.9.4 Contractor must implement and maintain a drug and alcohol testing program in accordance with Federal regulations 49 C.F.R Part 40 and Part

655. Use of any substance that may impair the operation of the motor vehicle by the driver is prohibited.

- 8.9.5** Contractor must require drivers under this Contract to notify Contractor in writing, within ten business days, of criminal convictions (felony or misdemeanor, including deferred adjudication) and pending felony charges or placement on a Registry as a perpetrator for any driver or employee who works directly with Clients or has access to Client records.
- 8.9.6** Payment for DRTS that are determined to have been provided by a driver not eligible to provide the service will be subject to recoupment.

8.10. REPORTING CRITERIA

- 8.10.1** Contractor must provide HHSC with the following reports in accordance with the specified frequency. HHSC reserves the right to request any report on an ad hoc basis to address internal stakeholder inquiry, legislative inquiry, request submitted through the Public Information Act (open records request) or for any other reason as determined by purpose HHSC deems necessary.

Report to HHSC	Reporting Method	Due to HHSC
Log of Client and driver no-shows	Enter on TMTS	Day following occurrence
Log of Client Add-on Trips	Enter on TMTS	Day following occurrence
Report any Client(s) not transported due to law enforcement authorities being called	Telephone, Fax, or email	Immediately followed with written report
Report any problems that affect the delivery of services and require implementation of the contingency plan	Telephone, Fax, or email	Immediately followed with written report
Report any lawsuits filed against Contractor, which relate to or may affect their provision of services	Fax or email	Immediately followed with written report
Report Client complaints received by Contractor to HHSC	Fax, email, or HEART (when functionality becomes available)	Within two (2) business days of receipt of complaint
Respond to Client complaints received by HHSC	Fax, email, or HEART (when functionality becomes available)	Within 10 business days

Report to HHSC	Reporting Method	Due to HHSC
Respond to legislative complaints.	Fax, email, or HEART (when functionality becomes available)	Within 24 hours of receipt of complaint
Respond to access to care complaints.	Fax, email, or HEART (when functionality becomes available)	Within the date specified by HHSC
Respond to administrative complaints.	Fax, email, or HEART (when functionality becomes available)	No later than the due date specified in the HHSC notification
Report cancellation or non-renewal of vehicle insurance	Fax or email	Immediately followed with written report
Provide copy(ies) of vehicle insurance policy(ies) and subsequent renewal periods	Fax or email	Upon request.
Report allegations of fraud or program Abuse, Sexual Harassment or physical or verbal Abuse committed by Client and/or Attendants during trips authorized by HHSC.	Telephone, Fax, or email	Immediately followed with written report
Report Contractor witnessed or suspected child or adult Abuse or neglect as required by Texas law.	Telephone 1-800-252-5400 Texas Department of Family and Protective Services	Immediately upon reporting as required by Texas law followed with written report
Report all vehicle Accidents or incidents involving Client or Attendant	Fax, email or HEART application, when system available.	See Section 8.4.20.5.
Report changes in contact personnel, see Section #.	Email	Within five (5) business days of change
Report changes in Contractor's ownership or legal operating status including the filing of a petition in bankruptcy concerning DRTS	Mail, fax or email	Immediately

- 8.10.2** Any other additional required reports as determined by HHSC, see Attachment 5 – Non-TNC Contract Required Reports.

8.11. INVOICE REQUIREMENTS AND PAYMENT

8.11.1. INVOICE REQUIREMENTS

- 8.11.1.1** Contractor must submit claims through HHSC’s Claims Administrator’s Electronic Data Interchange (EDI) claims processing system using TexMedConnect or a third-party billing vendor.
- 8.11.1.2** If Contractor opts to use a third-party billing vendor, the vendor must go through HHSC’s Claims Administrator testing and approval prior to submitting claims.
- 8.11.1.3** Claims must contain Contractor’s complete name, address, and provider identifier to avoid unnecessary delays in processing and payment.
- 8.11.1.4** For paper or electronic claim payments to be considered, Contractor must adhere to the time limits described in the Texas Medicaid Provider Procedures Manual (TMPPM). Claims received after the claims filing deadlines are not payable
- 8.11.1.5** Payment requirements. Only authorized service(s) for Clients shall be eligible for payment.
- 8.11.1.6** Training on claim submission is provided through the HHSC Claims Administrator’s Learning Management System (LMS) at <https://learn.tmhp.com>.

8.11.2. PAYMENT

- 8.11.2.1** Contracts issued under this OE will be paid using a Fee For Service payment methodology.
- 8.11.2.2** The rates that follow are subject to change. An addendum will be issued to the OE and posted on the ESB and the HHSC Business Opportunity web page, if rates are changed.
- 8.11.2.3** Contractor will be reimbursed at a rate of \$27.06 per one-way (leg) for trips originating in a metro (urban) county completed in accordance with the Contract requirements. Reimbursement will be calculated by the number of seats authorized by HHSC for each one-way (leg) of the trip.

- 8.11.2.4** Contractor will be reimbursed at a rate of \$63.71 per one-way (leg) for trips originating in a rural county completed in accordance with the Contract requirements. Reimbursement will be calculated by the number of seats authorized by HHSC for each one-way (leg) of the trip.
- 8.11.2.5** Contractor will be reimbursed at a rate of \$49.85 per one-way (leg) for trips originating in a micro (suburban) county completed in accordance with the Contract requirements. Reimbursement will be calculated by the number of seats authorized by HHSC for each one-way (leg) of the trip.
- 8.11.2.6** The following are the terms for payment:
 - 8.11.2.6.1** Contractor shall not be entitled to payment until service(s) have been provided to Client(s), and a claim has been submitted within 95 days of the date of service.
 - 8.11.2.6.2** Any claim submitted by Contractor for payment exceeding 95 days from the date of service will not be paid in accordance with Medicaid requirements.
 - 8.11.2.6.3** Contractor will be reimbursed for the space an Attendant or Service Animal occupies on a transport vehicle. If Contractor offers the general public free transportation for an Attendant or Service Animals, Contractor is prohibited from billing HHSC for the service provided to the Client's Attendant or Service Animal.
 - 8.11.2.6.4** Contractor shall not be entitled to payment for Add-on Trips when Contractor fails to notify HHSC in accordance with Section 8.4.20.4.
 - 8.11.2.6.5** Claims submitted by Contractor for services without prior approval from HHSC shall not be reimbursed.
 - 8.11.2.6.6** Processing for payment of Contractor claims will commence upon receipt of a complete and finalized claim.
 - 8.11.2.6.7** Warrants will be held if there is a tax liability or restitution on payment to Contractor. It will be the responsibility of Contractor to resolve this issue.
 - 8.11.2.6.8** HHSC will have the right to withhold all or part of any future payments to Contractor to off-set any payment made to Contractor for any ineligible expenditure or for any and all expenses incurred due to Contractor's non-performance. Any payment due to the State may be withheld from funds owed to Contractor.

8.12. DATA USE AGREEMENT (DUA)

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

8.13. 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. 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.

8.13.1. ASSIGNMENT/ASSUMPTION OF SUBCONTRACTORS UPON TERMINATION

If HHSC terminates the Contract for any reason, Contractor, upon HHSC's request, must consent to assignment or assumption of any of its Subcontracts, as applicable, or discrete provisions thereof, for services and deliverables provided under the Contract to HHSC or HHSC's designee. Such an assignment or assumption would be valid for at least 181 days before Subcontractor can terminate the agreement with HHSC. Any Subcontracts or Subcontract amendments that Contractor executes after the effective date of the Contract must contain the Subcontractor's express agreement that HHSC has the foregoing option.

SECTION 9. HHSC CONTRACT ADMINISTRATION

HHSC will designate a Contract Manager and provide the manager's contact information to Contractor.

After award of any Contract resulting from this OE, all communications related to the Contract will be 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.

SECTION 10. INSURANCE REQUIREMENTS

10.1. INSURANCE COVERAGE

- 10.1.1** In its Application, Applicant must provide a statement of its intent to obtain and maintain for the term of the Contract (and any renewal periods or additional extensions) the minimum insurance coverage specified or, as applicable, any bonds required. Applicant should also describe other insurance coverage maintained by Applicant in the ordinary course of business and provide proof of same in its Application. HHSC may request any form of proof of insurance or bond coverage as HHSC, in its sole discretion, deems necessary.
- 10.1.2** Contractor shall submit bond documentation and current certificates of insurance or other proof acceptable to HHSC at the time of notification of a potential award and such proof must be received by HHSC prior to execution of any contract.
- 10.1.3** HHSC may designate a deadline for submission of proof of required insurance. Failure to timely submit acceptable proof may result in HHSC revocation of the award.
- 10.1.4** Contractor shall maintain the required insurance during the initial term and any renewal or extension period exercised. Contractor shall be responsible for ensuring its Subcontractors are in compliance with all applicable insurance and bond requirements.

10.2. Specific Insurance Requirements

For the full term of the Contract, including the original Contract term and all periods of renewal and all additional extensions, Contractor must obtain and maintain seven hundred and fifty thousand dollars (\$750,000) combined single limit Business Auto Insurance with Combined Single Limit of \$750,000 bodily injury per person, bodily injury per accident, damage per accident is a requirement for owned, non-owned, and hired automobiles. As such, \$750,000 combined single limit is the minimum requirement that all Contractor Subcontractors must carry whether the Subcontractor owns fleet, hired, or contracted by the Subcontractor. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

Workers' Compensation & Employer's Liability

Contractor shall maintain Workers' Compensation insurance coverage in accordance with applicable statutory limits.

Workers' Compensation: Statutory Limits

Employer's Liability: Each Accident \$1,000,000

Disease: Each Employee \$1,000,000

Disease: Policy Limit \$1,000,000

Commercial General Liability

Occurrence Based:

Bodily Injury and Property Damage

Each occurrence Limit: \$1,000,000

Aggregate Limit: \$2,000,000

Medical Expense Each Person: \$5,000

Personal Injury and Advertising Liability: \$1,000,000

Products / Completed Operations Aggregate Limit: \$2,000,000

Umbrella/Excess Liability:

Per Occurrence: \$1,000,000

Identity Theft Coverage:

Per occurrence: \$1,000,000

All required bonds and insurance shall be in a form satisfactory to HHSC and must be issued by companies or financial institutions that:

- (1) have both a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.;
- (2) have a Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.; and
- (3) are duly licensed, admitted and authorized to do business under the laws of the State of Texas.

HHSC shall be named as the obligee in each required bond.

All required insurance contracts must:

- (4) be written on a primary and non-contributory basis with any other insurance coverages Contractor currently has in place; and
- (5) include a Waiver of Subrogation Clause in favor of the State of Texas and its officers, directors, and employees for bodily injury (including death), property damage or any other loss.

Each insurance policy, other than workers' compensation, employer's liability and professional liability, must name the State of Texas and its officers, directors, and employees as additional insureds on the original policy and all renewals or replacements.

The insurance shall be evidenced by delivery to HHSC of certificates of insurance executed by the insurer or its authorized agency stating coverage, limits, expiration dates, and compliance with all required provisions. Upon request, HHSC shall be entitled to receive, without expense, certified copies of the policies and all endorsements. Except as otherwise provided herein, required coverage must remain in full force and effect throughout the term of the Contract and any extensions thereof, and provide adequate coverage for incidents discovered after termination of the Contract.

Contractor shall:

- (1) provide written notice to Managed Care Compliance & Operations by email at CMD_ManagedCareOrganizations@hhsc.state.tx.us and by U.S. first class, certified mail to 4900 N. Lamar Blvd, Austin, Texas 78753, Mail Code H320 at least 30 days prior to any cancellation, non-renewal, or material change of a required policy;
- (2) ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor's performance under the Contract; and
- (3) deliver to Managed Care Compliance & Operations by email at CMD_ManagedCareOrganizations@hhsc.state.tx.us and by U.S. first class mail to 4900 N. Lamar Blvd, Austin, Texas 78753, Mail Code H320 all renewal policies at least ten (10) days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth herein.

Contractor must submit original certificates of insurance for each required insurance contract, and any renewals thereof, within 15 days after contract execution. Renewal certificates shall be submitted prior to or at least days after expiration of the existing policy. Applicants must submit required bonds when and as provided in sections of this OE outlining bond requirements.

Contractor shall ensure that all Contract provisions concerning liability, duty, and standard of care, together with all indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include the obligations under any contract awarded as a result of this OE. In addition, Contractor shall be responsible for ensuring all Subcontractors used in the performance of the Contract maintain the insurance required in this section (covering all goods and services provided by the Subcontractors) throughout the Contract term and all renewals.

10.3. ALTERNATIVE INSURABILITY

Notwithstanding the preceding, HHSC reserves the right to consider reasonable alternative methods of insuring the Contract in lieu of the insurance policies required. It will be the Applicant's responsibility to recommend to HHSC alternative methods of insuring the Contract. Any alternatives proposed by Applicant should be accompanied by a detailed explanation regarding Applicant'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.

SECTION 11. CONFIDENTIAL OR PROPRIETARY INFORMATION

11.1. PUBLIC INFORMATION ACT

11.1.1. Applicant Requirements Regarding Disclosure

Applications and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code [Chapter 552](#), and may be disclosed to the public upon request. Other legal authority also requires HHSC to post certain contracts and Applications on HHSC's website and to provide such information to the Legislative Budget Board for posting on its website.

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

a. Mark Original Application:

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

b. Certify in Original Application - Affirmations and Solicitation

Acceptance (attached as Exhibit A to this OE): certify, in the designated section of the Affirmations and Solicitation Acceptance, Applicant's confidential information assertion and the filing of its Public Information Act Copy; and

c. Submit Public Information Act Copy of Application: submit a separate "Public Information Act Copy" of the original Application (in addition to the original and all copies otherwise required under the provisions of this OE). The Public Information Act Copy must meet the following requirements:

- (1) The copy must be clearly marked as "Public Information Act Copy" on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);
- (2) Each portion Applicant claims is exempt from public disclosure must be redacted; and
- (3) Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in subsection (c) of this section must be identical to those set forth in the original Application as required in section a.(2), above. The only difference in required markings and information between the original Application and the "Public Information Act Copy" of the Application will be redactions - which can only be included in the "Public Information Act Copy." There must be no redactions in the original Application.

By submitting an Application to this OE, Applicant agrees that, if Applicant does not mark the original Application, provide the required certification in the Affirmations and Solicitation Acceptance, and submit

the Public Information Act Copy, Applicant's Application will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on HHSC's and/or DSHS's public website, and posted on the Legislative Budget Board's website.

If Applicants submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, HHSC, in its sole discretion, reserves the right to (1) disqualify all Applicants that fail to fully comply with the requirements set forth in this section, or (2) to offer all Applicants that fail to fully comply with the requirements set forth in this section additional time to comply.

Applicant should not submit a Public Information Act Copy indicating that the entire Application is exempt from disclosure. Merely making a blanket claim that the entire Application is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire Application subject to release under the PIA.

Applications should not be marked or asserted as copyrighted material. If Applicant asserts a copyright to any portion of its Application, by submitting an Application, Applicant agrees to reproduction and posting on public websites by the State of Texas, including HHSC and all other state agencies, without cost or liability.

HHSC will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this OE process, Applicant acknowledges that all information, documentation, and other materials submitted in the Application in response to this OE may be subject to public disclosure under the PIA. HHSC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Applicants are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. HHSC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Applicants.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, refer to the *Public Information Act Handbook* published by the Office of the Texas Attorney General, or contact the attorney general's Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). The *Public Information Act Handbook* may be accessed at:

<https://www.texasattorneygeneral.gov/open-government/members-public>

11.2. APPLICANT WAIVER – INTELLECTUAL PROPERTY

SUBMISSION OF ANY DOCUMENT TO ANY HHS AGENCY IN RESPONSE TO THIS OE CONSTITUTES AN IRREVOCABLE WAIVER, AND AGREEMENT BY THE SUBMITTING PARTY TO FULLY INDEMNIFY THE STATE OF TEXAS, HHSC FROM ANY CLAIM OF INFRINGEMENT BY HHSC REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF THE SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHS BY THE SUBMITTING PARTY.

SECTION 12. BINDING OFFER

All Applications should be responsive to the OE as issued or amended through written and posted Addenda, not with any assumption that HHSC will negotiate any or all terms, conditions, or provisions of the OE. Furthermore, all Applications constitute binding offers. **Any Application that includes any type of disclaimer or other statement indicating that the Application submitted in response to this OE does not constitute a binding offer will be disqualified.**

SECTION 13. REQUIRED APPLICATION DOCUMENTS

<p>Documentation Required for Submission All documentation listed must be returned for a complete Application. Provide the documentation in the same sequence as outlined below by using the Item number(s) and title(s) as necessary.</p>
<p>1. Exhibit A – Affirmations and Solicitation Acceptance Must be completed and signed. Important Note: Applications received without the signed Exhibit A will be disqualified.</p>
<p>2. Public Information Act Copy, if applicable</p>
<p>3. OE Addenda, if applicable – signed</p>
<p>4. Exhibit B – Uniform Terms and Conditions – Vendor, Version 3.2</p>
<p>5. Exhibit C– Federal Assurances and Certification Completed and signed</p>
<p>6. Exhibit D - DUA, – Attachment 2 (Security and Privacy Initial Inquiry) – completed and signed</p>
<p>7. Minimum Qualifications – Reference Section 7 Required Experience:</p> <p>To be considered for contract award under this OE, an Applicant must have a minimum three (3) years’ within the past five (5) years of relevant experience performing the transportation services as outlined in this OE or similar services.</p> <p>All personnel assigned to perform the services must be fully trained and have a minimum three (3) years’ experience.</p> <p>Provide documentation of demonstrated experience to confirm the Applicant meets the minimum requirements. This applies to the Applicant’s business, Subcontractor(s) and both Applicant’s and Subcontractor’s personnel.</p>

Licensure or Accreditation

Provide current copies of all required Licensure and Accreditation for the Applicant and Applicant's personnel as applicable.

Additional Minimum Qualifications:

Provide documentation of qualifications to confirm the Applicant meets the minimum requirements. This applies to the Applicant's business, Subcontractor(s) and both Applicant's and Subcontractor's personnel.

8. Organizational Chart and Key Personnel

Applicant must provide an organizational chart for the key staff members who will be responsible for the performance of the services requested under this OE. Include profiles and resumes for all staff. The profiles and/or resumes shall include the first, middle name or initial and last names for all key staff.

9. Executive Summary

- **Statement of Work – Section #8.4**

Provide the Applicant's approach to meeting the requirements of the Statement of Work including any other requirements of this OE.

- **Applicant Business Structure or Company Type:**

Provide the entity type (e.g., Private, Non-Profit, State Agency, Local Government, etc.). If Corporation, provide State of Incorporation and filing number.

- **Court or Governmental Agency Proceedings, Investigations, or Other Actions:**

Applicant shall provide information required pursuant to the Affirmations and Solicitation Acceptance (Exhibit A), paragraph 36.all

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

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

Name

Address

Phone Number

State agency for which previously worked

Dates of employment for each identified state agency

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

10. Notice of Criminal Activity – Reference Section #8.7

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

- a. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
- b. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program, or sex crime.

11. Notice of Insolvency or Indebtedness – Reference Section #8.8

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.

12. Applicant Contact Information

Titles of personnel for contact information:

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

Provide this information for each contact listed above:

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

13. Contractor Service Locations – Reference Section 8.4.24

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

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

14. Subcontractor Information

Provide a list of all Subcontractors which must include at a minimum:

- Business Structure (Type of entity)
- DBA name, if applicable with associated Texas County(s)
- Addresses – Physical and Mailing, if different
- Contact Information – Phone and e-mail
-

15. Insurance – Reference Section #10.1

Applicant must provide proof of insurance or a statement of its intent to obtain and maintain for the term of the Contract (and any renewal periods or additional extensions) the minimum insurance coverage specified or, as applicable, any bonds required. Applicant should also describe other insurance coverage maintained in the ordinary course of business and provide proof of same in its Application.

HHSC may designate a deadline for submission of proof of required insurance. Failure to timely submit acceptable proof may result in HHSC's revocation of the award.

Alternative Insurability:

Provide proposed alternative methods of insuring the Contract, if awarded, and a detailed explanation regarding Applicant's inability to obtain the required insurance and/or bonds.

16. Public Information Act Copy of Application, if applicable**17. Transportation Service Operation Plan – Reference Section 8.4.24**

The Applicant must ensure that the transportation service operation plan comports with requirements cited in Section X.

18. Enrollment in Texas Medicaid – Reference Section 7.4

If the Applicant is enrolled in Texas Medicaid at the time the OE is submitted, the Applicant must a copy of the enrollment letter sent by HHSC's Claims Administrator.

If Applicant attempts to enroll in Texas Medicaid after the OE is tentatively approved, then Applicant must submit a copy of the enrollment letter sent by HHSC's Claims Administrator to complete the application process.

SECTION 14. APPLICATION SUBMISSION REQUIREMENTS

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

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements and ensuring timely receipt by HHSC.

In no event will HHSC be responsible or liable for any delay or error in submission or delivery.

The Application must be submitted by hardcopy.

14.1. HARD COPY SUBMISSION – USPS MAIL, EXPRESS MAIL, HAND DELIVERY

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements, including, but not limited to, proper labeling, sufficient postage or delivery fees, and ensuring timely receipt by HHSC.

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 Schedule of Events, Section 1, or subsequent Addenda.

The Application, including all ORIGINAL documentation outlined in Section 13, must be delivered to HHSC in its entirety in one envelope or package.

Submit one (1) original hard copy and one (1) copy on portable media, such as compact disk or USB compatible with Microsoft Office 2000. Any disparities between the contents of the original hard copy and the copy will be interpreted in favor of HHSC.

Address for hand delivery, US Postal Service, other Carrier or overnight or Express Mail delivery:

**Health and Human Services Commission
Department of State Health Services
Attn: MCCO – Mary Urrutia
4900 N. Lamar Blvd., Mail Code H320
Austin, Texas 78751**

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

14.2. RECEIPT OF APPLICATION

All Applications become the property of HHSC upon receipt and will not be returned to Applicants.

HHSC will NOT be held responsible for any Application that is mishandled by the Applicant, 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.

Applications received after the OE Period closes will not be considered.

SECTION 15. SCREENING OF APPLICATIONS

Neither issuance of this OE nor retention of Applications constitutes a commitment on the part of HHSC to award a Contract. HHSC maintains the right to reject any or all Applications and to cancel this OE if HHSC, in its sole discretion, considers it to be in the best interests of HHSC to do so.

Submission and retention of Applications by HHSC confers no legal rights upon any Applicant.

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

15.1. INITIAL SCREENING OF APPLICATIONS

An initial screening of Applications will be conducted by HHSC to determine which Applications are deemed to be responsive and qualified for further consideration for award. This screening includes a review to determine that each Applicant meets the minimum requirements, qualifications and each Application includes all required documentation.

HHSC reserves the right to:

- a. Ask questions or request clarification from any Applicant at any time during the OE and screening process, and
- b. Conduct studies and other investigations as necessary to evaluate any Application.

Informalities:

HHSC reserves the right to waive minor informalities in an Application. A "minor informality" is an omission or error that, in HHSC's determination if waived or modified when screening Applications, would not give an Applicant an unfair advantage over other Applicants or result in a material change in the Application or OE requirements.

HHSC, at its sole discretion, may give an Applicant the opportunity to submit missing information or make corrections. The missing information or corrections must be submitted to the Point of Contact e-mail address in Section 4.1 by the deadline set by HHSC. Failure to respond before the deadline may result in HHSC's rejecting the Application and the Applicant not being considered for award.

Note: Any disqualifying factor set forth in this OE does not constitute an informality (e.g., Exhibit A, Affirmations and Solicitation Acceptance, and Exhibit C and D, which must be signed and submitted with the Application).

15.2. VERIFICATION OF PAST VENDOR PERFORMANCE

HHSC reserves the right to conduct studies and other investigations as necessary to evaluate any Application. By submitting an Application, the Applicant generally releases from liability and waives all claims against any party providing information about the Applicant at the request of HHSC.

Applicants may be rejected as a result of unsatisfactory past performance under any contract(s) as reflected in vendor performance reports, reference checks, or other sources.

An Applicant's past performance may be considered in the initial screening process and prior to making an award determination.

Reasons for which an Applicant may be denied a contract include but are not limited to:

- a. Applicant has an unfavorable report or grade on the CPA Vendor Performance Tracking System (VPTS).
VPTS may be accessed at:
<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>
OR,
- b. Applicant is currently under a corrective action plan through HHSC, OR,
- c. Applicant has had repeated, negative vendor performance reports for the same reason, OR,
- d. Applicant has a record of repeated non-responsiveness to vendor performance issues, OR,
- e. Applicant has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or sub-standard performance.

In addition, HHSC may examine other sources of vendor performance which may include information provided by any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government.

The performance information may include, but is not limited to:

- Notices of termination,
- Cure notices,
- Assessments of liquidated damages,
- Litigation,
- Audit reports, and
- Non-renewals of contracts.

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

SECTION 16. AWARD PROCESS

16.1. CONTRACT AWARD AND EXECUTION

HHSC, 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.

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

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

16.2. COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS

16.2.1. REQUIRED PRE-AWARD VERIFICATIONS

In addition to the initial screening process, the following verification checks are required to be conducted for each Applicant to determine compliance for participating in State contracts.

The Applicant's Legal Name and, if applicable, Assumed Business Name (D.B.A.) will be used to conduct these checks.

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

A. State of Texas Debarment

Must not be debarred from doing business with the State of Texas through the Comptroller of Public Accounts (CPA):

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

B. System of Award Management (SAM) Exclusions List – Federal

Must not be excluded from contract participation at the federal level. This verification is conducted through SAM, official website of the U.S. Government which may be accessed at this link:

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

Note: If the link does not work, copy/paste the link into browser bar.

C. Divestment Statute Lists

Must not be listed on the Divestment Statute Lists provided by CPA which may be accessed at:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

1. Companies that boycott Israel;
2. Scrutinized Companies with Ties to Sudan;
3. Scrutinized Companies with Ties to Iran;
4. Designated Foreign Terrorist Organizations; and
5. Scrutinized Companies with Ties to Foreign Terrorist Organizations.

D. HHS Office of Inspector General

Must not be listed on the HHS Office of Inspector General Texas Exclusions List for people or businesses excluded from participating as provider: <https://oig.hhsc.texas.gov/exclusions>

E. U.S. Department of Health and Human Services

Must not be listed on the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities (LEIE), excluded participation as provider, unless a valid waiver is currently in effect: <https://exclusions.oig.hhs.gov/>

16.2.2. ADDITIONAL REQUIRED PRE-AWARD VERIFICATIONS

After the checks performed in Section 16.2.1, the following verifications will be conducted for each Applicant. The verifications will be based on the legal name and, if applicable, the Assumed Business Name (D.B.A.), and/or the Secretary of State (SOS) charter number, the Federal ID or Texas Payee ID numbers, or the CPA Franchise Tax number provided, as applicable, on Exhibit A, Affirmations and Solicitation Acceptance.

The results of the checks below will be used to further consider an Applicant for award and may result in disqualification.

A. Texas Franchise Tax Status

The Texas franchise tax is a privilege tax imposed on each taxable entity formed or organized in Texas or doing business in Texas. Although not all entities are required to file or pay franchise taxes, HHSC will process a search of the Applicant through the CPA Franchise Tax system to verify the Applicant is in good standing.

Franchise tax checks may reveal as to applicable entities (1) debts or delinquencies owed to the state (implicating contracting limitations) and (2) forfeiture of the right to transact business in Texas.

B. Texas Warrant Hold Status

The check for warrant holds through the CPA is required to determine if an Applicant is on hold for any reason. [Texas Government Code Section 2252.903](#) requires agencies to verify the warrant hold status no earlier than the seventh day before and no later than the day of contract execution for transactions involving a written contract. In accordance with Section 3.3 of Exhibit B, Uniform Terms and Conditions, payments under any contract resulting from this OE will be applied directly toward eliminating the Applicant's debt or delinquency regardless of when it arises.

C. Texas Secretary of State

Must be registered, if required by law, with the Texas Secretary of State as a public or private entity eligible to do business in Texas: <https://direct.sos.state.tx.us/acct/acct-login.asp>

16.3. AWARD TO GOVERNMENTAL ENTITIES

If Applicant is a governmental entity, responding to this OE in its capacity as a governmental entity, certain terms and conditions may not be applicable including, but not limited to, any HSP requirement. Furthermore, to the extent permitted by law, if an Application is received from a governmental entity, HHSC reserves the right to enter into an interagency or interlocal agreement with the governmental entity.

SECTION 17. PROTEST PROCEDURES

The protest procedure for an Applicant, who is not awarded a Contract to protest an award or tentative award made by any HHSC is allowed for competitive Procurements. This Procurement is non-competitive and cannot be protested as provided in 1 Tex. Admin. Code (TAC) §391.403.

SECTION 18. EXHIBITS AND ATTACHMENTS

Exhibit A - Affirmations and Solicitation Acceptance

Exhibit B - Uniform Terms and Conditions – Vendor, Version 3.2

Exhibit C – Federal Assurances and Certification

Exhibit D – DUA, - Attachment 2 (Security and Privacy Initial Inquiry)

Attachment 1 – Medical Transportation Program Fee For Service Transportation Service Region Map

Attachment 2 – Authorized Holidays

Attachment 3 - Key Performance Standards

Attachment 4 – Additionally Non-TNC Required Trainings

Attachment 5 – Non-TNC Contract Required Reports

Exhibit A – Affirmations and Solicitation Acceptance



Exhibit A - HHS
Solicitation Affirmatio

Exhibit B – Uniform Terms and Conditions – Vendor, Version 3.2



HHS UTCs - Vendor v
3.2 - April 2021.pdf

Exhibit C – Federal Assurances and Certification



Federal Assurances
for Non-Construction.

Exhibit D – Attachment 2 Data Use Agreement (DUA), – Attachment 2 (Security and Privacy Initial Inquiry)

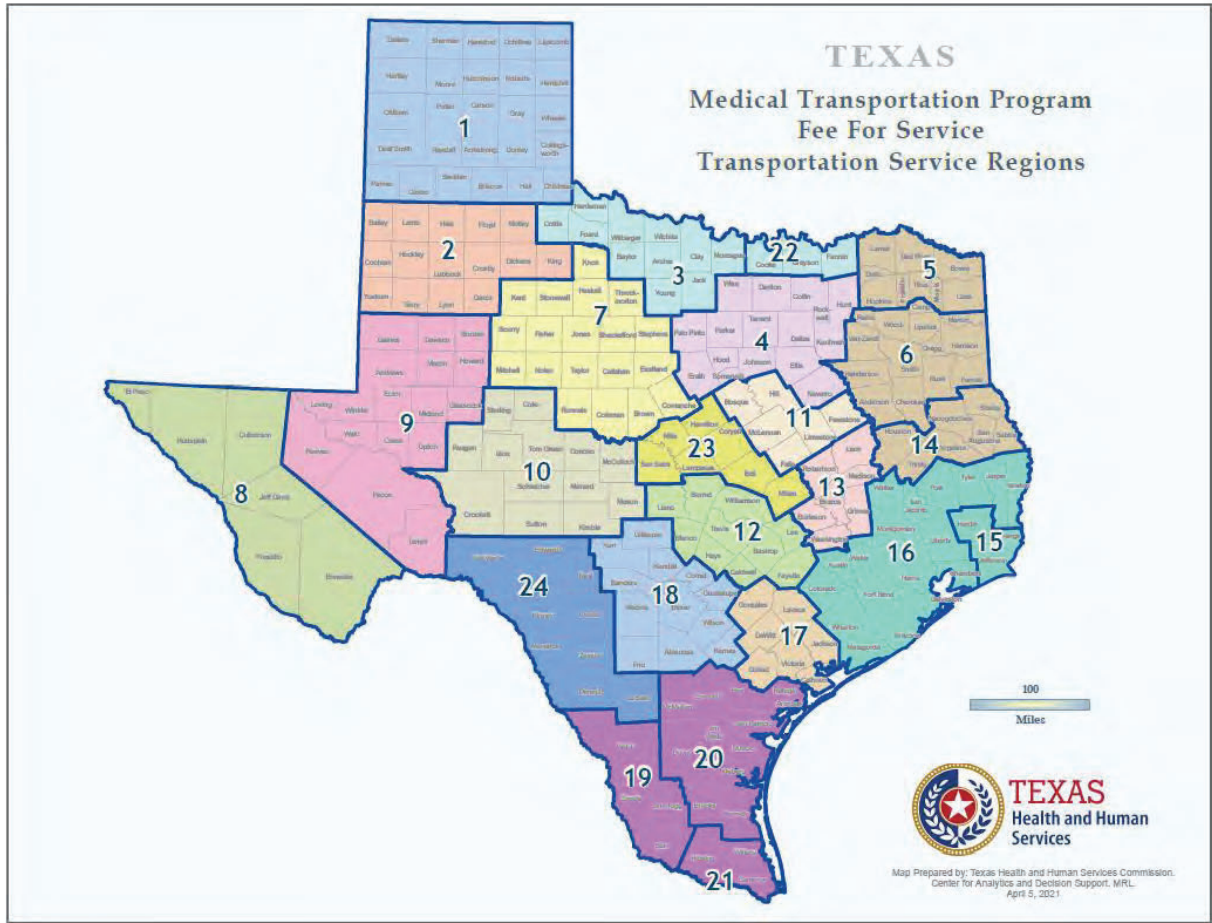


Exhibit x Attachment
2 data-use-agreement



HHS0005086-Attach
ment-to-DUA-SPI.PDF

ATTACHMENT 1 – MEDICAL TRANSPORTATION PROGRAM FEE FOR SERVICE TRANSPORTATION SERVICE REGION MAP



ATTACHMENT 2 – AUTHORIZED HOLIDAYS

Contractor's business office and call center can be closed only on the following days:

Labor Day; Thanksgiving; the day after Thanksgiving; Christmas; the day after Christmas; New Year's Day; Martin Luther King Jr. Day; President's Day; Memorial Day; and Independence Day.

However, Contractor must ensure that transportation services are available to Clients and their Attendant(s) on all state-approved holidays, except for Thanksgiving; Christmas; and New Year's Day.

Contractor must ensure that Clients can reach Contractor's "Where's My Ride" line during observed holidays, in which transportation services must be provided, to obtain information on status of ride, to file a complaint, and/or to report Accidents and incidents.

ATTACHMENT 3 – KEY PERFORMANCE STANDARDS

Performance measures are applicable at all times and may be monitored accordingly. Accelerated monitoring may occur as needed. Performance standard will be applied to regular monitoring visits or any other follow-up occurrence as deemed necessary by HHSC. Performance measures may not be subject to more than one performance standard and associated liquated damage assessment.

KRP #	Requirement	Cure Period	Liquated Damages
FFS-1	Provide reports as required under Contract	3 days	\$100 per each day each report is late or unacceptable. Maximum amount of \$1,000 for any month, per report that is late.
FFS-2	Maintain all vehicles used under this Contract to all local, state and federal safety standards and regulations	5 days	\$100 per each day for each vehicle not in compliance with local, state, and federal safety standards. and regulations. Maximum amount of \$1,000 for any month per vehicle.
FFS-3	Maintain insurance policy and coverage for each vehicle as required under Contract	1 days	\$500 per each day for each vehicle not properly insured or where insurance policy lapse. Maximum amount of \$2,500 for any month per vehicle.
FFS-4	Driver fully and properly credentialed (referring to driver training, screening, criminal history checks, sex offender registry checks, drug testing, and motor vehicle report on file and conducted) prior to the driver performing the service	3 days	\$500 per each day for each driver not fully and properly credentialed prior to performing the service. Maximum amount of \$5,000 for any month per driver.

KRP #	Requirement	Cure Period	Liquated Damages
FFS-5	Provide trips assigned on a daily basis with no more than one percent of trips not provided due to circumstances beyond Contractor's control	0 days	\$750 per each day for any percent point about one percent per day. Maximum of \$7,500 for any month.
FFS-6	Pick up Client on time under normal conditions	0 days	\$250 per each day each Client is not picked up timely. Maximum of \$2,500 for any month.
FFS-7	Client delivered to scheduled health care appointment on time under normal conditions. Normal conditions refers to no road obstruction, weather-related delays, detours, or checkpoints.	0 days	\$250 per each day for each Client not delivered to scheduled health care appointment on time and not seen by health care provider. Maximum of \$2,500 for any month.
FFS-8	100% of vehicles are properly registered and inspected	5 days	\$250 per each day for each vehicle not properly registered. Maximum of \$1,500 for any month for each vehicle.
FFS-9	Address service complaints within the timeframe specified by HHSC: .	2 days	\$25 per each day for each service complaint not submitted timely or incomplete. Maximum of \$100 for any month, per complaint.
FFS-10	Meet all privacy and security standards under applicable state or federal law, rule, regulations, and HHSC Contract requirement.	0 days	\$5,000 for each incident of noncompliance per day.

KRP #	Requirement	Cure Period	Liquated Damages
FFS-11	<p>Fails to timely perform an administrative service that is not otherwise associated with a KPR in this matrix, and, in the determination of HHSC, such failure either:</p> <p>(1) Results in actual harm or places the Client at risk of imminent harm;</p> <p>(2) Materially affects HHSC's ability to administer the program; or</p> <p>(3) Fails to submit complete and accurate responses to HHSC directives, inquiries, desk reviews, technical assistance reports, audits, and operations reviews.</p>	3 days	\$2,500 for each incident of noncompliance.

ATTACHMENT 4 – ADDITIONALLY REQUIRED NON-TNC DRIVER TRAININGS

Training Subject	Training Frequency
ADA training	Every 2 years
Basic First Aid	Every 3 years
Transfer and proper restraint of mobility devices including scooters	Every 2 years
When and How to Call for Emergencies	Annually
Dealing with Client with behavior and/or violent behaviors	Every 2 years
Claims processing requirements <ul style="list-style-type: none"> • HHSC’s Claims Administrator’s Learning Management System (LMS) 	Every 2 years
Texas Medical Transportation System (TMTS) <ul style="list-style-type: none"> • Trip Manifest • Add-on Trip • Cancellation • No Show 	Every 2 years

ATTACHMENT 5 – NON-TNC CONTRACT REQUIRED REPORTS

Report to HHSC	Reporting Method	Due to HHSC
Current active roster of drivers used for DRTS	Email	Quarterly, due 30 days following the end of the state fiscal year reporting quarter
Current active roster of vehicles used for DRTS	Email	Quarterly, due 30 days following the end of the state fiscal year reporting quarter
Reports of Global Position Systems (GPS) to record pick up and drop off times for each destination for used Demand Response	Email	As requested
Evidence of sex offender registry checks and criminal background checks used for DRTS	Email	As requested
Evidence of state and federal database screenings for drivers used for DTS	Email	As requested
Evidence of motor vehicle reports on drivers used for DRTS	Email	As requested

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

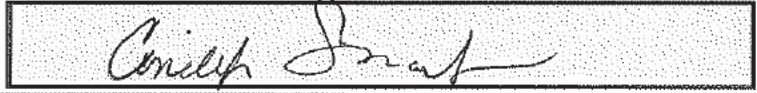
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Deputy Executive Director
APPLICANT ORGANIZATION	DATE SUBMITTED
Golden Crescent Regional Planning Commission	09/23/2022

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** APPLICANT'S ORGANIZATION**

Golden Crescent Regional Planning Commission

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: Mr. * First Name: Michael Middle Name:

* Last Name: Ada Suffix:

* Title: Executive Director

*** SIGNATURE:**



*** DATE:** 09/22/2022