

### *SECTION 3: FINAL SOLICITATION*

- *FINAL RFP (entire file posted including all forms and attachments)*
- *ESBD Posting Notice*
- *CMBL Listing for each class item code - Notifications and email confirmations sent*
- *CMBL Listing for each class item code - Excel formatted for HSAS HUB information - N/A*
- *PCS 126 CMBL Supplemental Approval Request*
- *Printed Copy of the Terms and Conditions*
- *Addenda*
- *PCS 409 Texas Register Notification of Consulting Procurement - N/A*
- *Vendor Conference Documents*
- *Intent to Respond Notices (when applicable) - N/A*

## **Section Three - Final Solicitation**

**Final RFP (entire file posted to ESBD including all forms and attachments)**



**Kyle L. Janek, M.D., Executive Commissioner**

Request for Proposals (RFP)

Services to Children with Autism, Ages Three through Fifteen

RFP No. 538-16-3000029680

Date of Release: April 29, 2015

CPA Class/Item Codes: 952-59, 924-74

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## 1. General Information

### 1.1. Scope

The Texas Health and Human Services Commission (HHSC), on behalf of the Texas Department of Assistive and Rehabilitative Services (DARS), seeks to establish grant contracts in each of the eleven (11) HHSC Regions with respondents capable of providing services to children with autism, ages three through fifteen in accordance with the scope of services contained in this RFP.

A map showing the HHSC Regions including a listing of counties by region is located at [http://www.hhsc.state.tx.us/about\\_hhsc/Regions/index.shtml](http://www.hhsc.state.tx.us/about_hhsc/Regions/index.shtml).

Note: Proposals will be considered that serve an age range other than three through fifteen (e.g., three through six), although these proposals may receive less favorable ratings. Respondents are required to indicate the proposed ages to be served in their Grant Application.

### 1.2 HHSC Point of Contact

The sole point of contact for inquiries concerning this RFP is:

Kevin Warren, CTPM  
HHSC Procurement and Contracting Services (PCS)  
4405 N. Lamar Blvd.  
MC 2020  
Austin, TX 78756

Phone: 512-206-4772  
kevin.warren@hhsc.state.tx.us

All communications relating to this RFP must be directed to the HHSC contact person named above. All communications between respondents and other HHSC or DARS staff members concerning this RFP are strictly prohibited. **Failure to comply with these requirements may result in disqualification of your proposal.**

### 1.3 Procurement Schedule

The following table documents the critical pre-award events for the procurement and the anticipated contract start date. All dates are tentative and subject to change at HHSC's discretion.

Procurement Schedule (all dates are in 2015)	
RFP Posted	4/29/2015
Vendor Conference	5/7/2015
Vendor Questions Due	5/12/2015, 5 p.m. (CST)
Responses to Vendor Questions Posted	5/15/2015
Proposals Due	6/2/2015, 2 p.m. (CST)
Technical Discussions with Competitive Field	Week of 6/29/2015
Execute Contract(s)	8/15/2015
Anticipated Contract Start Date	9/1/2015

## **1.4 Background**

### **1.4.1 Overview of the Health and Human Services Commission**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531, and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Kyle L. Janek, M.D., Executive Commissioner of Health and Human Services.

### **1.4.2 Project Overview**

In August, 2007 the Legislative Budget Board (LBB) in conjunction with the Governor's office instructed HHSC to transfer \$5,000,000 in general revenue to DARS to fund services to children with autism, including applied behavioral analysis (ABA), for children ages three through eight.

During the 83<sup>rd</sup> Legislative Regular Session in 2013, a Health and Human Services Special Provision provided additional funding to expand the DARS Autism Program to new areas of the state.

Current DARS Autism Program rules are found in the [Texas Administrative Code, Title 40, Part 2, Chapter 105, Autism Program](#). These rules describe the requirements and eligibility for the program offering focused and comprehensive ABA services for children ages three through fifteen.

Successful respondents to this RFP will be required to provide Focused ABA Services and may also propose to provide Comprehensive ABA Services as defined in [Texas Administrative Code, Title 40, Part 2, Chapter 105, Autism Program](#), if such services are authorized and funded.

## **1.5 Strategic Elements**

### **1.5.1 Contract Type and Term**

HHSC is interested in awarding up to eleven (11) fee-for-service grant contracts under this RFP. The initial contract period will be from September 1, 2015 through August 31, 2017. HHSC may, at its option, extend the term of any contract for two (2) additional two (2) year periods. This project is not intended to conflict with or supplant similar services implemented by the Texas Education Agency (TEA) or school districts.

### **1.5.2 Contract Elements**

The term "contract" means the contract awarded as a result of this RFP and all exhibits thereto. At a minimum, the following documents will be incorporated into the contract: this RFP and all attachments and exhibits; any modifications, addenda or amendments issued in conjunction with this RFP; the Standard Grant Assurances and Standard Contract Clauses contained in the Sample Contract and the successful respondent's proposal and/or any revised proposal.

### **1.5.3 HHSC's Basic Philosophy: Contracting for Results**

HHSC's fundamental commitment is to contract for results. HHSC defines a successful result as the generation of defined, measurable, and beneficial outcomes that satisfy the contract requirements and support HHSC's missions and objectives. This RFP describes what is required of the contractor in

terms of services, deliverables, performance measures and outcomes, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the contractor.

## **1.6 External Factors**

External factors may affect the project, including budgetary, authorization and resource constraints. Any contract resulting from the RFP is subject to the availability of state and federal funds. As of the issuance of this RFP, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If funds are not available HHSC reserves the right to withdraw the RFP or terminate any resulting contract without penalty.

## **1.7 Legal and Regulatory Constraints**

### **1.7.1 Delegation of Authority**

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority, and (2) final decision-making authority on the acceptance or rejection of contracted services.

### **1.7.2 Conflicts of Interest**

A conflict of interest is a set of facts or circumstances in which either a respondent or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Respondent's contractual obligations to DARS. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations that may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to DARS in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to DARS; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the respondent nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement.

A respondent must certify that it does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract (see the Required Certifications form). Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosures form). DARS will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.

### **1.7.3 Former Employees of a State Agency**

Respondents must comply with Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., [Texas Government Code §572.054](#) and [45 C.F.R. §74.43](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, a respondent must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, a respondent must disclose any relevant past state employment of the respondent’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

### **1.8 HHSC Amendments and Announcements Regarding this RFP**

HHSC will post all official communication regarding this RFP on the HHSC Business Opportunities page for this RFP located at [http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/BO\\_home.shtml](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/BO_home.shtml). Select Contract Opportunities and type in the RFP Number (e.g. 538-16-3000029680) in "Number". HHSC reserves the right to revise the RFP at any time. Any changes, amendments, or clarifications will be made in the form of written responses to respondent questions, amendments, or addenda issued by HHSC on the HHSC Business Opportunities page for this RFP. Respondents should check the HHSC Business Opportunities page for this RFP frequently for notice of matters affecting the RFP.

### **1.9 RFP Cancellation/Partial Award/Non-Award**

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

### **1.10 Right to Reject Proposals or Portions of Proposals**

HHSC may, in its discretion, reject any and all proposals or portions thereof.

### **1.11 Costs Incurred**

Respondents understand that issuance of this RFP in no way constitutes a commitment by HHSC to award a contract or to pay any costs incurred by a respondent in the preparation of a response to this RFP. HHSC is not liable for any costs incurred by a respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing Proposals, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a respondent are entirely the responsibility of the respondent, and will not be reimbursed in any manner by the State of Texas.

### **1.12 Protest Procedures**

[Texas Administrative Code, Title 1, Part 15, Chapter 392, Subchapter C](#) outlines HHSC’s respondent protest procedures.

### **1.13 Interpretive Conventions**

Whenever the terms “shall,” “must,” or “is required” are used in this RFP in conjunction with a specification or performance requirement, the specification or requirement is mandatory. A respondent’s failure to address or meet any mandatory requirement in an application may be cause for HHSC’s rejection of the application.

Whenever the terms “can,” “may,” or “should” are used in this RFP in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement. Accordingly, a respondent’s failure to address or provide any items so referred to will not be the cause for rejection of the proposal, but will likely result in a less favorable evaluation.

### **1.14 Bonding**

HHSC reserves the right to require the respondent to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

## **2. Scope of Services**

Successful respondents will be responsible for the following during the term of contract:

1. Providing services for children with autism ages three through fifteen, unless a different age range is agreed to through this RFP process, utilizing applied behavioral analysis (ABA). No physically aversive interventions are permitted. The scope of services for any contract awarded under this RFP shall not include providing services to children younger than 3 or older than 15.
2. Serving children who have autism and who reside in Texas, regardless of ethnicity, family income, gender, national origin, and religion.
3. Providing services that are not included as part of a child’s Individualized Educational Program (IEP) if such a program exists.
4. Maximizing financial resources and using DARS funds as payer of last resort by billing and obtaining public or private insurance and/or any other available third party revenue.
5. Maintaining compliance with Uniform Grant Management Standards (UGMS) where applicable.
6. Reporting financial and programmatic information on a monthly basis. This information may include, but not be limited to the items listed below. Final reporting requirements will be established upon award.

#### Consumer Data

Unique Consumer Identification Number (contractor assigned), name, address, date of birth, ethnicity and gender, family data, parent information, and sibling information, ages

#### Service and Billing Data

Type of service(s) provided, cost per unit of service provided/type, total cost for service provided, private insurance coverage information, and public insurance coverage information

### Aggregate Contractor Data

Number of consumers served, types of services provided, total cost for service provided, reimbursement information (if any), private and public insurance payments and family cost share payments.

### DARS Required Data

Contractor Name

Payment Identification Information

DARS will monitor the performance of the contract(s) issued under this RFP. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

## 7. Maintaining insurance coverage as follows:

Both the Contractor and all subcontractors shall maintain the following:

- a. Workers Compensation: in accordance with Statutory Limits
- b. Employers Liability: Each Accident \$1,000,000 including
  - Disease: Each Employee \$1,000,000
  - Disease: Policy Limit \$1,000,000
- c. Commercial Automobile Liability: Coverage provided should include any automobile, including hired and non-owned automobile liability at \$1,000,000 combined single limit for each accident
- d. Commercial General Liability shall be occurrence based and include the following limits:
  - 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
  - Damage to Premises Rented to You: \$50,000
- e. Professional Liability: \$1,000,000 limit

### **Additional Terms of Coverage**

- a. All Certificates of insurance shall identify the described location site and the service or product being provided to the agency.
- b. All the insurance policies shall be issued from a company or companies having both a Financial Strength Rating of "A" or better, and a Financial Size Category Class of "VII" or better from A. M. Best Company, Inc.
- c. DARS, its Board, Officers, Directors, and Employees shall be named as Additional Insured's to all applicable insurance coverages.
- d. Policies with a retroactive date shall have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract.
- e. All policies should be on an occurrence-made basis with the exception of Professional Liability coverage. If Professional Liability coverage is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the Contract and acceptance by the state agency. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Contract.

- f. A contractor or subcontractor that is a state agency shall provide an affidavit or written attestation that the entity is a state agency, and as such does not maintain commercial general liability insurance, worker's compensation insurance and/or employer's liability insurance. As such, the contractor or subcontractor that is a state agency bears its own risks and assumes all liability for claims of personal injury and/or property damage that may occur as a result of this contract.
- g. A contractor or subcontractor that is a state agency shall, at its own expense, secure and deliver to DARS a certificate of insurance demonstrating that the agency has commercial automobile liability insurance for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00 combined single limit for bodily injury and property damage not less than thirty (30) calendar days prior to the commencement of this contract and shall keep such insurance in force at all times during the term of this contract and any subsequent amendments.

### **3. General Instructions and Proposal Requirements**

#### **3.1 Vendor Conference**

Date: May 7, 2015  
Time: 2 p.m. (CST)

Location: Criss Cole Rehabilitation Center (CCRC) Auditorium  
4800 N. Lamar Blvd.  
Austin, Texas 78756

Vendor conference attendance is recommended, but is not required.

For directions to the CCRC go to <http://www.dars.state.tx.us/dbs/ccrc/index.shtml>.

Respondents may email questions for the conference to the HHSC Point of Contact (see Section 1.2) up until two (2) days prior to the conference. HHSC will also give respondents present at the conference the opportunity to submit written questions at the conference. All questions should reference the appropriate RFP page and section number.

HHSC will attempt to respond to questions at the vendor conference, but responses are not official until posted in final form on the HHSC Business Opportunities page for this RFP. HHSC reserves the right to amend answers prior to the proposal submission deadline.

Note: If attending the Vendor Conference, you are encouraged to arrive 30 minutes prior to the conference start time in order to obtain a visitor's pass from building security.

#### **3.2 Questions and Comments**

As shown in 1.3 Procurement Schedule, prospective respondents may submit questions and comments regarding any aspect of the RFP until 5 p.m. (CST) on May 12, 2015. All questions and comments regarding this RFP should be sent to the HHSC Point of Contact (see Section 1.2) and reference the appropriate RFP page and section number. HHSC will not respond to questions received after the deadline.



HHSC's responses to vendor questions will be posted to the HHSC Business Opportunities page for this RFP. HHSC reserves the right to amend answers prior to the proposal submission deadline.

Responses to questions received shall be provided for information purposes only. Any formal changes to the RFP will be posted as addenda and are not official until posted in final form on the HHSC Business Opportunities page for this RFP.

Respondents must notify HHSC of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFP by the deadline for submitting questions and comments. If a respondent fails to notify HHSC of these issues, it will submit a proposal at its own risk, and if awarded a contract: (1) shall have waived any claim of error or ambiguity in the RFP or resulting contract, (2) shall not contest HHSC's interpretation of such provision(s), and (3) shall not be entitled to additional compensation, relief or time by reason of the ambiguity, error, or its later correction.

### **3.3 Modification or Withdrawal of Proposals**

Prior to the proposal submission deadline set forth in Section 1.3 a respondent may: (1) withdraw its proposal by submitting a written request to the HHSC Point of Contact, or (2) modify its proposal by submitting a written amendment to the HHSC Point of Contact. HHSC may request proposal modifications at any time.

HHSC reserves the right to waive minor informalities in a proposal, and award a contract that is in the best interest of the State of Texas. A "minor informality" is an omission or error that, in HHSC's determination, if waived or modified when evaluating proposals, would not give an applicant an unfair advantage over other respondents or result in a material change in the proposal or RFP requirements. When HHSC determines that a proposal contains a minor informality, it may at its discretion provide the respondent with the opportunity to correct.

### **3.4 News Releases**

Prior to tentative award, a vendor may not issue a press release or provide any information for public consumption regarding its participation in the procurement. After tentative award, a vendor must receive prior written approval from HHSC before issuing a press release or providing information for public consumption regarding its participation in the procurement. Requests should be directed to the HHSC Point of Contact identified in Section 1.2. This section does not preclude business communications necessary for a vendor to develop a proposal, or required reporting to shareholders or governmental authorities.

### **3.5 Incomplete Proposals**

HHSC may reject without further consideration a proposal that does not include a complete, comprehensive, or total solution as requested by the RFP.

### **3.6 State Use of Ideas**

HHSC reserves the right to use any and all ideas presented in a proposal unless the respondent presents a valid legal case that such ideas are trade secret or confidential information, and identifies the information as such in its application (see Section 3.13). A respondent may not object to the use of ideas that are not the respondent's intellectual property and so designated in the proposal that: (1) were known to HHSC before the submission of the proposal, (2) were in the public domain through no fault of

HHSC, or (3) became properly known to HHSC after application submission through other sources or through acceptance of the application.

### **3.7 Property of HHSC**

Except as otherwise provided in this RFP or the resulting contract, all products produced by a respondent, including without limitations the proposal, all plans, designs, software, and other contract deliverables, become the sole property of HHSC.

### **3.8 Copyright Restriction**

HHSC will not consider any proposal that bears a copyright.

### **3.9 Additional Information**

By submitting a proposal, the respondent grants HHSC the right to obtain information from any lawful source regarding the respondent's and its directors', officers', and employees': (1) past business history, practices, and conduct, (2) ability to supply the goods and services, and (3) ability to comply with contract requirements. By submitting a proposal, a respondent generally releases from liability and waives all claims against any party providing HHSC information about the respondent. HHSC may take such information into consideration in evaluating proposals.

### **3.10 Multiple Responses**

A respondent may only submit one proposal as a prime contractor for each HHSC region identified in this RFP. If a respondent submits more than one proposal as a prime in a single region, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more respondents submitting proposals. **If proposing to provide services in multiple regions, separate complete proposals for each region, following all of the instructions in this RFP must be submitted.**

### **3.11 No Joint Proposals**

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

### **3.12 Use of Subcontractors**

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the respondent. No subcontract under the contract shall relieve the respondent of the responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall be required to identify the proposed subcontractors.

### **3.13 Texas Public Information Act**

#### **3.13.1 General Requirement for the Release of Proposals**

Proposals will be subject to the Texas Public Information Act (the Act), located in [Chapter 552 of the Texas Government Code](#), and may be disclosed to the public upon request. Subject to the Act,

respondents may protect trade secret and confidential information from public release. If the respondent asserts that information provided in the application is trade secrets or other confidential information, it must be clearly marked such information in boldface type and include the words “confidential” or “trade secret” at top of the page. Furthermore, the respondent must identify trade secret or confidential information, and provide an explanation of why the information is excepted from public disclosure, on the Respondent Information and Disclosures form.

HHSC will process any request from a member of the public in accordance with the procedures outlined in the Act. Respondents should consult the Texas Attorney General’s website ([www.TexasAttorneyGeneral.gov](http://www.TexasAttorneyGeneral.gov)) for information concerning the Act’s application to proposals and potential exceptions to disclosure.

### **3.13.2 Publication of Major Contracts**

[Texas Government Code §322.020](#) requires HHSC to provide copies of “major contracts” to the Legislative Budget Board (LBB). If the contract resulting from this procurement falls within the §322.020 definition of a “major contract,” the LBB will provide the public with access to all contract documents. This includes the application, unless the respondent can demonstrate that all or part of the application is excepted from disclosure under the Texas Public Information Act. In such cases, the respondent will be responsible for preparing, for HHSC’s approval, an appendix that describes the exempt information contained in the proposal without disclosing its content, as required by [Texas Government Code §322.020 \(d\)](#).

## **3.14 Instructions for Submitting Proposals**

### **3.14.1 Number of Copies**

Submit one (1) original and one (1) paper copy of the proposal, organized as instructed in 3.14.3 below. An authorized representative must sign the original in ink.

Submit five (5) USB flash drives compatible with Microsoft Office 2010, each containing both the Grant Application and the Hourly Rate Workbook (Attachments A and B respectively in RFP Documents on the HHSC website). HHSC will not accept telephone and facsimile proposals. Any disparities between the contents of the original printed application and the electronic application will be interpreted in favor of HHSC.

**If proposing to provide services in multiple regions, separate complete proposals for each region, following all of the instructions in this RFP must be submitted.**

### **3.14.2 Submission**

Submit all required copies of the proposal to HHSC’s Procurement and Contracting Services (PCS) Division no later than June 2, 2015. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the respondent’s responsibility to appropriately mark and deliver the proposal(s) to HHSC by the specified date and time.

**Physical address for hand delivery and overnight and commercial mail:**

HHSC Procurement and Contracting Services (PCS) Division  
Attn: Kevin Warren, CTPM  
4405 North Lamar Boulevard  
MC 2020  
Austin, Texas 78756

**The box or container used in submitting your proposal should be clearly marked with the RFP number, RFP Name, and the Proposal Due Date/Time.**

All proposals become the property of HHSC after submission. Proposals may not include materials or pamphlets not specifically requested in this RFP.

**3.14.3 Proposal Contents and Organization**

Complete proposals consist of the sections shown in the table below. One (1) complete original and one (1) paper copy of your proposal should be placed in separate 3-ring binders, and organized as follows:

TAB A	<u>Certifications and Other Required Forms</u> : Complete and manually execute all certifications and other required forms referenced in 3.14.5 and place behind this TAB. Use the link in 3.14.5 to access the required documents.
TAB B	<u>Grant Application</u> : Complete the Grant Application and place behind this TAB. Also include all required documents (org charts, job descriptions, resumes, policies and procedures). The Grant Application is Attachment A in RFP Documents on the HHSC Business Opportunities page for this RFP.
TAB C	<u>Hourly Rate Workbook</u> : Complete the Hourly Rate Workbook and place behind this TAB. The Hourly Rate Workbook is Attachment B in RFP Documents on the HHSC Business Opportunities page for this RFP.
TAB D	<u>HUB Subcontracting Plan (HSP)</u> : Complete the required HSP and place behind this TAB. HSP instructions are found in Section 4 of this RFP. The HSP is Attachment C in RFP Documents on the HHSC Business Opportunities page for this RFP.

**USB flash drives (5) shall contain the Grant Application (and associated documents) and the Hourly Rate Workbook only.**

**3.14.4 Additional Requirements**

All proposals must be:

- clearly legible
- responsive to all RFP requirements;
- typed on 8½ by 11” paper

- typed in Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices.

### **3.14.5 Required Forms for All HHSC Procurements**

Respondents must submit the below listed required certifications and forms with their proposals. These certifications and required forms shall be placed behind TAB A of the proposal.

- Child Support Certification;
- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Federal Lobbying Certification;
- Nondisclosure Statement;
- Certification Letter;
- Respondent Information and Disclosures;
- Anti-Trust Certification

The required forms for all HHSC procurements are located on HHSC's website, under the [Business Opportunities](#) link. HHSC encourages respondents to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting questions (see Section 1.3 and 3.2).

### **3.14.6 Cost Proposal**

The Hourly Rate Workbook shall be utilized to submit the respondent's proposed hourly rate for performing the services described in Section 2 above. The completed Hourly Rate Workbook is to be placed behind TAB C of the proposal and also on the USB flash drives. The Hourly Rate Workbook is Attachment B in RFP Documents on the HHSC website.

## **4. Historically Underutilized Business Participation**

In accordance with Texas Government Code [Chapter 2161, Subchapter F, §2161.252 \(b\)](#) a proposal that does not contain a [HUB Subcontracting Plan \(HSP\)](#) is non-responsive and will be rejected without further evaluation. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the proposal for failing to comply with material RFP specifications.**

### **4.1 Introduction**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a [Policy on the Utilization of HUBs](#) which is located on HHSC's website.

Pursuant to Texas Government Code [§2161.181](#) and [§2161.182](#) and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

## 4.2 HHSC's Administrative Rules

HHSC has adopted the CPA's HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 392, Subchapter J and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this RFP, the rules shall take priority.

## 4.3 Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal of 26.0%** per fiscal year.

## 4.4 Required HUB Subcontracting Plan

In accordance with Texas Government Code Chapter 2161, Subchapter F, §2161.252 each state agency that considers entering into a contract with an expected value of \$100,000 or more over the life of the contract (including any renewals) shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

In accordance with Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.14(a)(1)(C) of the HUB Rule, state agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract. If an agency determines that subcontracting is probable on only a portion of a contract, it shall document its reasons in writing for the procurement file.

HHSC has determined that subcontracting opportunities are probable for this RFP. As a result, the respondent must submit an HSP with its proposal. The HSP is required whether a respondent intends to subcontract or not.

In the HSP, a respondent must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt a respondent from completing the HSP requirement.

HHSC shall review the documentation submitted by the respondent to determine if a good faith effort has been made in accordance with solicitation and HSP requirements. During the good faith effort evaluation, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the respondent's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

#### 4.5 CPA Centralized Master Bidders List

Respondents may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

**National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):**

- **952-59 Human Services (Not Otherwise Classified)**
- **924-74 Special Education**

Respondents are not required to use, nor limited to using, the class and item codes identified above, and may identify other areas for subcontracting.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so respondents are encouraged to refer to the CMBL often to find the most current listing of HUBs.

#### 4.6 HUB Subcontracting Procedures – If a Respondent Intends to Subcontract

An HSP must demonstrate that the respondent made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. A respondent that intends to subcontract must complete the HSP to document its good faith efforts.

##### 4.6.1 Identify Subcontracting Areas and Divide Them into Reasonable Lots

A respondent should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

##### 4.6.2 Notify Potential HUB Subcontractors

The HSP must demonstrate that the respondent made a good faith effort to subcontract with HUBs. The respondent's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The respondent must determine which portions of work, including goods and services, will be subcontracted.

Use the appropriate method(s) to demonstrate good faith effort. The respondent can use either method(s) 1, 2, 3, 4 or 5:

##### 4.6.2.1 **Method 1: Respondent Intends to Subcontract with only HUBs:**

The respondent must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; **or**,

#### **4.6.2.2 Method 2: Respondent Intends to Subcontract with HUB Protégé(s):**

The respondent must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC, and
- identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by a respondent (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code [§2161.065](#). When a respondent proposes to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; **or**,

#### **4.6.2.3 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):**

The respondent must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that have existing contracts with the respondent for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation, respondents may also use non-HUB subcontractors; **or**,

#### **4.6.2.4 Method 4: Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):**

The respondent must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to minority or women trade organizations or development centers to assist in identifying potential HUBs of the subcontracting opportunities the respondent intends to subcontract.

Respondents must give minority or women trade organizations or development centers at least seven (7) working days prior to submission of the respondent's response for dissemination of the subcontracting opportunities to their members. A list of minority and women trade organizations is located on CPA's website under the [Minority and Women Organization Links](#).

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the respondent intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting proposals and must include:
  - a description of the scope of work to be subcontracted;
  - information regarding the location to review project plans or specifications;
  - information about bonding and insurance requirements;



- required qualifications and other contract requirements; and
  - a description of how the subcontractor can contact the respondent.
- Respondents must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the respondent's response unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
  - Respondents must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Respondents may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.

#### **4.6.3 Written Justification of the Selection Process**

HHSC will make a determination if a good faith effort was made by the respondent in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the respondent's good faith efforts in developing and submission of the HSP. HHSC may require the respondent to submit additional documentation explaining how the respondent made a good faith effort in accordance with the solicitation.

A respondent must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the respondent negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value responsive bidders.

#### **4.7 Method 5: Respondent Does Not Intend to Subcontract**

When the respondent plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The respondent must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the respondent must identify the sections of the proposal that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The respondent must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient respondent staffing to meet the RFP requirements;
- provide monthly payroll records showing the respondent staff fully dedicated to the contract;
- allow HHSC to conduct an onsite review of company headquarters or work site where services are to be performed and,
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

#### **4.8 Post-award HSP Requirements**

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful respondent(s).

After contract award, HHSC will coordinate a post-award meeting with the successful respondent to discuss HSP reporting requirements. The contractor must maintain business records documenting

compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP [Prime Contractor Progress Assessment Report](#). This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4.6 of this RFP (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages respondents to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the respondent plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

## **5. Proposal Evaluation and Award**

HHSC will use a formal evaluation process to select respondent(s) for award. HHSC will consider capabilities or advantages that are clearly described in proposals, which may be confirmed by oral presentations, technical discussions, site visits, demonstrations, and/or references contacted by HHSC. HHSC reserves the right to contact individuals, entities, or organizations that have had dealings with the respondent or proposed staff, whether or not identified in the proposal.

HHSC intends to award at least one contract for services based on the evaluation of proposals received in each of the following HHSC Regions that are currently served via the DARS Autism Program: 3, 6, 7, 8, 10 and 11.

HHSC is also interested in awarding single contracts in each of the five (5) following HHSC Regions: 1, 2, 4, 5, and 9.

HHSC may award more than a single contract in any HHSC region in the event that no proposals are received for a particular region, or no sufficiently qualified proposals are received for a particular region.

HHSC will evaluate proposals to determine which proposals are within a competitive field based on demonstrated competence regarding the respondent's organization and technical approach, and the reasonableness of the proposed hourly rate.

Technical discussions may be held with respondent(s) in the competitive field to determine which are the most highly qualified, after which a request for a Best and Final Offer (BAFO) may be requested. HHSC may request a BAFO from more than one respondent.

HHSC may select a proposal from any region for award without any discussions or request for a BAFO.

HHSC may, in the interest of administrative efficiency, place reasonable limits on the number of proposals admitted to the competitive field and may more favorably evaluate proposals that offer no or few exceptions, reservations, or limitations to the terms and conditions of the RFP, including the awarding agency's Standard Contract Clauses.

### **5.1 Evaluation Criteria**

HHSC will evaluate proposals based on the following evaluation criteria, listed in order of precedence:

1. Respondent Organization (see Grant Application, Part A)
2. Technical Approach (see Grant Application, Part B)
3. Reasonableness of Proposed Hourly Rate (from the Hourly Rate Workbook)

HHSC may also consider any of the best value factors listed in 1 Tex. Admin. Code § 391.121 when evaluating proposals received in response to this RFP.

### **5.2 Initial Compliance Screening**

HHSC will perform an initial screening of all proposals received. Unsigned proposals and proposals that do not include all required forms and sections are subject to rejection without further evaluation.

In accordance with Section 3.3, HHSC reserves the right to waive minor informalities in a proposal and award contracts that are in the best interest of the State of Texas.

### **5.3 Competitive Field Determinations**

HHSC may determine that certain proposals are within a competitive field for admission to discussions. The competitive field consists of the proposals that receive the highest or most satisfactory evaluations.

### **5.4 Oral Presentations, Site Visits, Demonstrations**

HHSC may, at its sole discretion, request oral presentations, site visits, and/or demonstrations from one or more respondents admitted to the competitive field. HHSC will notify selected respondents of the time and location for these activities, and may supply agendas or topics for discussion. HHSC reserves the right to request additional information during oral presentations, site visits, and/or demonstrations to clarify the scope and content of the written proposal. The respondent's oral presentation, site visit, and/or demonstration must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by HHSC.

## **5.5 Discussions with Respondents**

HHSC may, but is not required to, conduct discussions with all, some, or none of the respondents admitted to the competitive field for the purpose of obtaining the best value for HHSC. It may conduct discussions for the purpose of:

- a. clarifying and discussing any aspect of a proposal;
- b. requesting modifications to a proposal; and/or
- c. obtaining a best and final offer or a revised offer.

HHSC also reserves the right to cancel this RFP at any time. HHSC may make an award prior to the completion of discussions with all respondents admitted to the field of competition if HHSC determines that the award represents best value to the State of Texas.

## **5.6 Best and Final Offers (BAFOs)**

HHSC may, but is not required to, permit respondents to prepare a Best and Final Offer and additional revised offers. For this reason, respondents are encouraged to treat their original proposals, and any revised offers requested by HHSC, as BAFOs.

**Attachment 1**

**Texas Department of Assistive and Rehabilitative Services (DARS)**

**GRANT CONTRACT**

**#538200xxxx**

**Sample Contract**

This grant award by the Texas Department of Assistive and Rehabilitative Services is made in order to implement the project as described in the grant application submitted by the grantee organization, as approved by DARS.

Type of Award: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation/Renewal <input type="checkbox"/> Revised	
<b>GRANT AWARD AMOUNT FY16 (September 1, 2015 – August 31, 2016): \$</b>	
Contract Term: <b>9/1/2015 – 8/31/2016</b>	
Legal Name/Address of Contractor:	Program Director: Telephone:
All funding from the Texas Department of Assistive and Rehabilitative Services (DARS) utilized in this contract must be administered in compliance with the assurances, terms and conditions contained herein, and the commitments in the grant application.	
Authorized Contractor Signature	Authorized DARS Signature
Name:	Name: Veronda L. Durden
Title:	Title: DARS Commissioner
Date:	Date:

## **General Terms and Conditions**

1. The terms of this contract are accepted by the parties of the contract. Persons signing on behalf of the parties are authorized to obligate the parties to the terms of the contract.
2. This contract is effective the latter of September 1, 2015 or the date signed by both parties, and it is effective through August 31, 2016.
3. This document supersedes any previous contract, including any and all previously issued amendments.
4. The Grant Award Amount shown on the signature page is the total amount available for fiscal year 2016. Funds not utilized by August 31st of the fiscal year do not carry over to subsequent fiscal years.
5. The Request for Proposals 538-16-3000029680 issued by DARS, the contractor's response to DARS' Request for Application and any revisions thereto, this Contract, the Special Terms and Conditions, Standard Grant Assurances and Standard Contract Clauses, and any contract amendments that may later be signed represent the entire contract between the parties. Any changes, deletions, extensions or amendments to this contract shall be in writing and agreed to by both parties. In case of conflict between the documents the following order of precedence shall control, and the document listed earlier shall take precedence over all later documents:
  - a. This Contract document, as amended
  - b. The HHSC Request for Proposals 538-16-3000029680
  - c. The Contractor's Response, to include any subsequent amendments agreed upon by the parties after initial submission (excluding the completed Proposed Hourly Rate Workbook).
6. The Contractor shall provide services to children with autism as described within the contract and shall bill DARS for services only on the basis of the hourly rate shown in Attachment A to this contract. This is a fee for services contract. DARS shall not pay for services which fail to adhere to the terms and provisions of this contract.

## Special Terms and Conditions

DARS and the Contractor agree to these special terms and conditions applicable to this Grant Contract # 538200xxxx.

1. The Contractor must:
  - a. Comply with the requirements of Texas Administrative Code, Title 40, Part 2, Chapter 105, regarding services to children with autism ages three (3) through fifteen (15).
  - b. Maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications of this contract are met.
  - c. Comply with DARS' rules, policies, contract provisions and applicable instruction manuals regarding the collection and timely submission of complete and accurate data. Complete and accurate data (including invoice and client information) must be entered into the DARS Autism Program database by the 10<sup>th</sup> calendar day of the following month and be in compliance with the database user manual. There must be adequate internal control, security and oversight for the approval and submission of such data.
  - d. Ensure that personnel paid from the funds received as a result of this contract are duly licensed and/or qualified to perform the required services in accordance with their professional license and/or certification requirements.
  - e. Comply with all state and local requirements regarding fire and safety inspections and make necessary corrections indicated in such inspections.
  - f. The Contractor will, in good faith and in reasonable cooperation with DARS, aid in the transition to any new arrangement or provider of services, including the orderly transition of children to other appropriate community-based programs in the event that the program is not approved for funding, the service area is changed, or the contract is terminated.
2. Interest List: Contractor is required to maintain an interest list according to Texas Administrative Code, Title 40, Part 2, Chapter 105, Autism Program.
  - a. Contractors must maintain documentation of eligibility for children on the interest list.
  - b. Contractors must have a DARS approved process for prioritizing families for services and offering services.
  - c. Contractors must ensure that children who have received Focused Applied Behavior Analysis (ABA) Services and have remaining months of eligibility are given priority when they apply for additional Focused ABA Services if they continue to meet eligibility criteria and funds and staff capacity are available.
3. Program Enrollment: Prior to the initiation of services, Contractor shall:
  - a. ensure that a DARS Form 6000 (Autism Program Enrollment Form) is completed, signed and maintained on file.
  - b. provide information to the family regarding the estimated amount of family cost share that may be required for payment of services based on the fee schedule and instructions described in number 6 below.
  - c. verify benefits for all clients identified with potential third party payer coverage, and maintain related documentation on file.

- d. provide written notification to the family regarding their rights and procedural safeguards in subchapter E.
4. **Focused ABA Services:** Contractor must provide Focused ABA Services according to the Treatment Strategies Chart, Attachment C and Texas Administrative Code, Title 40, Part 2, Chapter 105, Autism Program.
5. **Contract Output Number of Children Served:**  
The contract number of children for Focused ABA Services is **XX**.  
The contract number of children for Comprehensive ABA Services is **XX**.

The total contract number of children is **XX**.

This represents the Contractor's projected number of unduplicated children to be served in FY15. If during the fiscal year it is foreseen that the Contractor might be unable to serve the contract number of children, DARS may reduce the contractor's grant award amount in order to encumber funds under another DARS autism services provider contract so that additional children may be served, or to expend the funds on other appropriate purposes.

6. **Fee Schedule and Family Cost Share:** The family's cost share amount is the DARS fee schedule amount. If the family has insurance that covers the ABA services and the in-network provider agreement between the insurance company and the DARS Autism Contractor requires that the Contractor accept the deductible, copayment or coinsurance (DCC) and insurance reimbursement as payment in full, then the family's cost share amount is the lesser of the DARS fee schedule amount or the DCC. Contractor is required to utilize the fee schedule, and fee schedule instructions (provided by DARS) and income information stated on DARS Form 6000 to calculate the amount of monthly family cost share required for the services of all eligible children, regardless of the availability of private insurance or other third party payer reimbursements.

Contractor is required to bill amounts owed by the responsible party (e.g. family, third party payers, private sources or some combination thereof). DARS grant funds shall not be used to pay for any portion of the required family cost share.

7. **Compensation:** This is a fee for services contract. DARS will compensate the contractor in accordance with the hourly rate shown on Attachment A less amounts owed from family cost share and collected from third party payers.

Charges shown on invoices submitted to DARS for autism services are limited to charges for the hours of intervention from the Contractor's personnel. The hourly rate shown on Attachment A is inclusive of travel costs related to delivery of services.

8. **Third Party Payer Procedures and Claims Administration:** The following are contractor responsibilities for third party payer claim administration:
  - a. Contractor must develop and maintain policies and procedures that comply with number 6 above. These policies and procedures must include whether cost share will be collected monthly prior to initiation of services, monthly after services are provided, or for families with third party payer coverage of autism services, after payment has been received.



- b. Contractor must take the steps required to become an enrolled provider in all third party payer, public and private plans, for which DARS autism clients are enrolled. Contractor must maintain documentation of any barriers to becoming an enrolled provider.
- c. When verification reflects that third party payer coverage exists for services, Contractor must ascertain and document the following information. This information must be made available to DARS or its authorized representative within 30 calendar days when requested by DARS.
  - 1. The type and limitations of the third party payer coverage;
  - 2. Preauthorization and utilization requirements for the third party payer coverage; and
  - 3. Claims filing information.
- d. Contractor is responsible for filing claims for an individual child's services within 30 calendar days of the services being provided when services are covered under an applicable third party payer policy. Contractor is required to file claims within applicable claims filing deadlines and appeal claims, when appropriate, within the applicable deadlines.

DARS will not reimburse for services related to claims that were denied due to the Contractor's failure to meet established deadlines. Contractor shall maintain records containing evidence of claims filed by the Contractor, and of claims honored and denied by third party payers. This documentation must be made available to DARS upon request.

- e. If preauthorization of services is required, Contractor must comply with all third party payer preauthorization requirements prior to initiating and/or continuing autism services. Documentation of attempts to obtain preauthorization of services must be maintained in contractor records.
- f. DARS will not reimburse for services related to claims that were denied by a third party payer because the contractor failed to request the required preauthorization.
- g. When preauthorization is granted for all or only a portion of the requested services, Contractor shall notify the family in writing of the applicability of the fee schedule prior to the initiation of services.
- h. The treatment hours that the contractor has deemed necessary that exceed approved preauthorized hours are considered uncovered by insurance. The contractor may bill DARS for uncovered services minus any applicable cost share. DARS will not reimburse the contractor for Treatment hours that exceed DARS service caps outlined in the Texas Administrative Code, Title 40, Part 2, Chapter 105, Autism Program.
- i. For each child with private insurance or other third party payer coverage for DARS Autism services, Contractor must calculate the monthly cost share amount owed by the family pursuant to the contract requirements identified within this agreement. A contractor may bill DARS for the amount of hours provided to an eligible child at the contracted hourly rate (DARS billable rate) less the amount of payments received from private insurance or other third party payer and less the monthly cost share amount.

Prior to initiating services, Contractor shall discuss with the family estimated private insurance and other third party payer reimbursement, as well as the estimated monthly family cost share amount owed.

- j. Private insurance and other third party payer reimbursements received and monthly family cost share amounts must be used to offset the amount billed to DARS for all autism services billed during that month. The amount of private insurance reimbursements used to offset the cost is limited to the amount that would have been paid by DARS as referenced in Attachment A "Hourly Rate Sheet".
  - k. When Contractor policy requires family cost share to be collected during the month of service, third party payer reimbursements received shall be reconciled to the Contractor's financial records for the month that the services were rendered so that the child's actual family cost share can be determined. Credits or payments to the insured shall be made within thirty (30) calendar days after receipt of a reimbursement. DARS may request at any time copies of the financial records showing reconciliations that include all payment sources.
  - l. Contractor may not bill DARS for services provided to clients with known third party payer coverage until after the third party payer has paid or denied services. Contractor shall maintain onsite a copy of the third party payer explanation of benefits (EOB) for services previously billed to third party payers. This information must be made available to DARS upon request.
  - m. Contractor may submit a request for advance payment utilizing the DARS Form 6003 (Autism Program Advance Payment Request). Requests for advance payments shall be limited to amounts outstanding for claims made to third party payers (number of treatment hours claimed with third party payers multiplied by the DARS billable rate). DARS may deny requests for advance payments within its discretion.
9. Payer of last resort: To the extent that the family or child is entitled to insurance payment for services or receives payment for services from other governmental programs, third party payers, or other private sources, DARS funds shall not be utilized to pay for the services. Contractor may invoice DARS for the services, less applicable family cost share, only after the services are rendered and applicable insurance or other third party payments are received or payment is denied.
10. Performance Management: Contractor and any subcontractors associated with this contract agree to permit on-site monitoring visits as deemed necessary by DARS to review service delivery and all financial or other records as well as any management control systems relevant to the provision of services under this contract. Contractor will include this requirement in any subcontract associated with this agreement. The Contractor may be required to complete a corrective action plan for issues related to noncompliance with the contract.
11. Conference calls and meetings: Contractor agrees to participate in conference calls and face-to-face meetings required by DARS with no additional compensation, unless otherwise specified by DARS.
12. Invoicing: In accordance with the Prompt Payment Act, Texas Government Code Chapter 2251, DARS will make payment on a properly submitted invoice using DARS form 6002 (Autism Program Invoice) within thirty (30) calendar days after receipt. Invoices are to be submitted on a monthly basis by the 10<sup>th</sup> calendar day of the month to:

Department of Assistive and Rehabilitative Services  
Attn: Accounts Payable, MC 3036  
4900 N. Lamar Blvd.  
Austin, Texas 78751

Invoices shall comply with all applicable State of Texas requirements and include the following:

- a. contractor's name
- b. contractor's remittance address including city, state and zip code
- c. contractor's 14-digit Texas Identification Number (TIN)
- d. DARS office name and address
- e. DARS contract number and purchase order number
- f. dates of service
- g. description of services procured (autism services)
- h. quantity of treatment hours
- i. contract hourly rate
- j. total amount of invoice
- k. In aggregate:
  - o charges based on the hourly rate and number of treatment hours provided in the current month for children with no third party payer;
  - o charges for services provided in the current month and for which third party payment was received or declined during the current month;
  - o charges for services provided in previous months but in which payment from third party payers was received or declined during the current month
  - o amounts received from third party payers during the month;
  - o cost share amount collected or owed for the current month based on the fee schedule and instructions and the Contractor's policy for collecting cost share;
  - o deductions for advance payments.

All services shall be performed to the satisfaction of DARS. DARS shall not be liable for any payment for services which DARS deems unsatisfactory, which fail to adhere to the terms of this agreement, or which have not been approved by DARS.

Note: Contractor may submit a final invoice by November 15th following the end of the contract term to reflect services performed that were not previously invoiced due to pending third party reimbursements.

13. Key Personnel: The contractor's Key Personnel listed in Attachment B are considered essential to the work being performed under this contract. Before removing, replacing, or re-assigning any of the listed or specified personnel, the Contractor must: (1) notify DARS in advance using a DARS Standard Form 6001; (2) submit justification (including proposed substitutions) with sufficient detail to permit evaluation of the impact on this contract; and (3) obtain DARS' prior written approval.

Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any of its Key Personnel is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity, the Contractor may remove or suspend such person at once, although the Contractor must notify DARS prior to or concurrently with such action. The list of Key Personnel may, with the prior written consent of the contracting parties, be amended during the course of the contract to add or delete personnel.

Attachment B lists the Contractor's Key Personnel and the minimum qualifications and services that may be performed by the Key Personnel, as well as the services that may be performed by other non-key personnel.

14. **Program Director:** Contractor shall name a Program Director who is a member of the Contractor’s management team to serve as the designated point of contact for decisions regarding contractual matters, financial matters, personnel matters, and administrative functions.
15. **Changes to Program Director, CEO, and CFO:** Contractor shall notify the DARS Contract Manager in the event the designated Program Director, or the organization’s Chief Executive Officer or Chief Financial Officer is replaced during the term of contract.
16. **Pre-Test and Post-Test Protocols:** The Contractor is required to administer treatment protocols in accordance with Texas Administrative Code, Title 40, Part 2, Chapter 105, Autism Program. Protocols must be administered by qualified personnel who are not providing direct services or are not involved in treatment planning of DARS Autism Program consumers.
- a. Effective September 1, 2014, the following measures are to be administered to each child enrolled in Comprehensive ABA Services prior to the start of treatment and again at the conclusion of treatment:

Instrument	Who Administers
Peabody Picture Vocabulary Test, Edition 4 (PPVT-4)	a) Master’s degree in related field with formal training in assessment methods; <u>or</u> b) Certification by or membership in professional organization requiring assessment training; <u>or</u> c) Degree or license to practice in healthcare; <u>or</u> d) Formal, supervised training in clinical assessment and formal training in ethical assessment practices
Expressive Vocabulary Test, Second Edition (EVT-2)	a) Master’s degree in related field with formal training in assessment methods; <u>or</u> b) Certification by or membership in professional organization requiring assessment training; <u>or</u> c) Degree or license to practice in healthcare; <u>or</u> d) Formal, supervised training in clinical assessment and formal training in ethical assessment practices
Autism Diagnostic Interview – Revised (ADI-R)	a) Master’s degree in psychology, school counseling, occupational therapy, speech-language pathology, social work, education, special education, or related field; <u>or</u> b) Bachelor’s degree in fields listed above; <u>and</u> c) License or certified from an agency/organization that requires training and experience in assessment.
Childhood Autism Rating Scale, Second Edition (CARS-2)	a) Master’s degree in psychology, school counseling, occupational therapy, speech-language pathology, social work, education, special education, or related field; <u>or</u> b) Bachelor’s degree in fields listed above; <u>and</u> c) License or certified from an agency/organization

	that requires training and experience in assessment
Vineland-II	a) Master's degree in psychology, education, occupational therapy, social work, or in a field closely related to the intended use of the assessment, and formal training in the ethical administration, scoring, and interpretation of clinical assessments; b) Certification by or full active membership in a professional organization (such as ASHA, AOTA, AERA, ACA, AMA, CEC, AEA, AAA, EAA, NAEYC, NBCC) that requires training and experience in the relevant area of assessment; c) Degree or license to practice in the healthcare or allied healthcare field; <u>and</u> d) Formal, supervised mental health, speech/language, and/or educational training specific to assessing children, or in infant and child development, and formal training in the ethical administration, scoring, and interpretation of clinical assessments.

- b. Effective September 1, 2014 children who are enrolled in focused ABA services will not have pre and post testing measures completed. Instead data on operationally defined target behaviors will be collected. Data will be collected at baseline, during treatment, and at post-treatment conditions. At least three data points will be collected at baseline, during treatment, and at post-treatment conditions for each behavior that is identified in the child's treatment plan.
- c. Children in comprehensive ABA services who were already in service on September 1, 2014, are to be retested at the time of discharge from service using the same measures that were used when they entered service.

- 17. Entering Test Protocols and Data in the DARS autism data reporting system: As children are tested and data is collected, results are entered into the DARS web based data application by the 10<sup>th</sup> calendar day of the following month.
- 18. Satisfaction Survey: Contractor agrees to assist DARS in performing a satisfaction survey. Families will be asked to participate but will not be required to do so.
- 19. Children in institutional placements: Services shall not be provided to children in institutional placements.
- 20. Reporting abuse, neglect or exploitation: Contractor will comply with Texas Family Code Chapter 261, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Contractor will ensure that all program personnel and subcontractors are properly trained and adhere to this contract requirement and compliance with TFC §261.101.
- 21. Complaints: Contractor shall cooperate fully with DARS investigations of any complaint received from families or other parties regarding its autism services, and when applicable as determined by DARS and any other entity on behalf of DARS, develop a corrective action plan to address identified issues. Texas Administrative Code, Title 40, Part 2, Chapter 105, Autism Program.

22. Privacy of Information: Contractor shall comply with all applicable laws and its own policies in protecting the privacy of family or child information. To the extent that information is gained by Contractor from an Early Childhood Intervention program or from a public school district, the Federal Family Educational Rights and Privacy Act (FERPA) shall be applied. Regarding 20 US Code §1332g and 34 CFR Part 99, concerning release of such information to anyone without the explicit permission of the family, Contractor will follow the most restrictive applicable law including FERPA. General notices pursuant to HIPAA that Contractor intends to release types of information to types of recipients do not constitute explicit permission for the purposes of this contract provision. Concerning release of information to the parents, Contractor will release the information to parents unless they do not have the right under any of the laws. Contractor must give notice to DARS of such refusal.
23. Security of Information: DARS autism contractors are required to maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of DARS-related information and to protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations and DARS policies and procedures. Any e-mailed correspondence containing confidential and/or protected health information (PHI), either in the body of the email or in attached documents, must be transmitted in a secure fashion via email encryption products compliant with NIST/FIPS 140-2 standards
24. Emergency Evacuation Plan: Contractor shall maintain an emergency evacuation plan that complies with all applicable local, state and federal laws, rules and regulations governing provision of services under this contract.
25. Criminal Background Checks: The contractor must complete a fingerprint-based national crime history record information review on any employee, volunteer, or other person who will have direct contact with children and families served under the contract.
- (a) Any conviction of the following misdemeanors or felonies precludes a person from having direct contact with children and families served under the contract:
- (1) Offenses Against the Person (Texas Penal Code, Title 5);
  - (2) Offenses Against the Family (Texas Penal Code, Title 6);
  - (3) Robbery (Texas Penal Code, Title 7, Chapter 29);
  - (4) Public Indecency (Texas Penal Code, Title 9, Chapter 43);
  - (5) Stalking (Texas Penal Code, Title 9, §42.072);
  - (6) Criminal Solicitation of a Minor (Texas Penal Code, Title 4, §15.031);
  - (7) Failure to Stop or Report Aggravated Sexual Assault of Child (Texas Penal Code, Title 8, §38.17); or
  - (8) any like offenses of the law of another state or federal law.
- (b) A conviction within the previous 10 years of the following misdemeanors or felonies precludes a person from having direct contact with children and families:
- (1) The Texas Controlled Substances Act (Texas Health and Safety Code, Chapter 481);
  - (2) Violations of the Civil Rights of Person in Custody; Improper Sexual Activity with Person in Custody (Texas Penal Code, §39.04);
  - (3) Abuse of Corpse (Texas Penal Code, §42.08);
  - (4) Cruelty to Livestock Animals (Texas Penal Code, §42.09);
  - (5) Attack on Assistance Animal (Texas Penal Code, §42.091);
  - (6) Cruelty to Nonlivestock Animals (Texas Penal Code, §42.092);

- (7) Dog Fighting (Texas Penal Code, §42.10);
- (8) Making a Firearm Accessible to a Child (Texas Penal Code, §46.13);
- (9) Intoxication and Alcoholic Beverage Offenses (Texas Penal Code, Chapter 49);
- (10) Purchase of Alcohol for a Minor; Furnishing Alcohol to a Minor (Texas Alcoholic Beverage Code, §106.06);
- (11) any other felony committed within the previous 10 years under the Texas Penal Code; or
- (12) any like offense of the law of another state or federal law.

(c) A person who has pending charges or who has received deferred adjudication covering an offense listed in this section is precluded from having direct contact with children and families if he or she has not completed the probation successfully or had the pending charges dismissed.

## STANDARD GRANT ASSURANCES

Contractor will comply with the following regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of Department of Assistive and Rehabilitative Services (DARS) funds for this DARS-assisted project. Some assurances are related only to cost principles for cost reporting.

The contractor shall:

1. Not use funds awarded under this grant to cover costs or expenses associated with other grants or with unrestricted fund activities.
2. Be accountable for fiscal and programmatic management of projects funded by DARS and for completion of any special conditions prescribed within the grant.
3. Inform the DARS Contract Manager as soon as, but no later than two business days after, the following types of conditions (not inclusive) become known:
  - a. Problems, delays, or adverse conditions which will materially impair the ability to meet the objectives of the grant. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
  - b. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.
  - c. Legal or financial difficulties (i.e., lawsuit, IRS problems) that could have subsequent effects on the program.
4. Notify, in writing, the DARS Contract Manager responsible for the project of any proposed change in program activities or physical location for work performed under this grant at least 30 calendar days in advance of change.

NOTE: No funds will be authorized for services resulting from changes in program objectives activities, personnel and timelines that have not received prior approval by DARS.

5. Acknowledge the support received from DARS in all publications and news releases relating to those activities funded solely or in part by the grant.
6. Obtain prior written approval from DARS before entering into an agreement which subcontracts any portion of Contractor's Autism Program services.
  - Subcontracts entered into by Contractor will be in writing.
  - Contractor shall accept responsibility for ensuring that services rendered by the subcontractor under the terms and conditions of this contract are performed by staff that have knowledge of the DARS Autism Program requirements and contractor services.
7. Arrange for a financial and compliance audit (Single Audit) if required by OMB CIRCULAR A-133, and/or UGMS.
  - a. The audit will be of Contractor's fiscal year.
  - b. The audit must be conducted by an independent certified public accountant (CPA) and must be in accordance with applicable Government Auditing Standards, OMB circulars, and UGMS. Contractor will procure audit services in compliance with state procurement procedures, OMB CIRCULAR A-133, UGMS, and the State of Texas Single Audit Circular, 1 TEX. ADMIN. CODE ANN. §5.167.



- c. Contractor will submit a copy of their audit report to DARS and to the Health and Human Services Office of Inspector General within the earlier of 30 calendar days after receipt from independent CPA or nine months after the end of the audit period, unless a longer period is agreed to in advance by DARS or a different period is specified in a program-specific audit guide.
- d. If the Contractor is not required to obtain a Single Audit,
  1. the Contractor shall obtain annual audits of its financial statements conducted by an independent auditor in compliance with generally accepted auditing standards (GAAS), as published by the American Institute of Certified Public Accountants.
  2. the audit report must be submitted to DARS within 90 days of the end of the Contractor's fiscal year.
8. Understand and agree that if funds are not being spent on schedule with the grant plan, DARS has the authority to re-allocate such funds during the third and fourth quarter of the budget period.
9. Use funds paid to the Contractor under the provisions of the grant to supplement and increase the level of funds that would be available for the purposes for which federal funds are provided under a separate grant for identical purposes, and not to supplant such non-federal funds.
10. Comply with applicable state and local licensing requirements.
11. Warrant that none of the provisions herein contravenes or is in conflict with the authority under which the Contractor is doing business or with the provisions of any existing indenture or agreement of the Contractor.
12. Implement adequate and appropriate policies to prevent fraud, waste, and abuse.

## STANDARD CONTRACT CLAUSES

Contractor shall comply with the following standard contract clauses:

1) **Order of Precedence.** In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: the signed contract (or notice of award), attachments to the contract (or notice of award), request for proposals, and respondent's response to request for proposals.

2) **Sovereign Immunity.** Nothing in this contract shall be construed as a waiver of 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 State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this 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. DARS does not waive any privileges, rights, defenses, or immunities available to DARS by entering into this contract or by its conduct prior to or subsequent to entering into this contract.

3) **Severability.** In the event that any provision of this contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

4) **Survival of Terms.** Termination of the contract for any reason shall not release the Respondent from liability or obligation set forth in the contract that is expressly stated to survive any such termination or that by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice, and fees verification.

5) **Funds Availability.** This contract is subject to the availability of state and/or federal funds appropriated for the purposes of this Contract. If funds are not appropriated or made unavailable or if available funding is reduced, DARS will provide the Contractor with written notice of termination or any necessary payment suspension, or funding reduction. The contractor will have no right of action against the State of Texas or DARS in the event that DARS is unable to fulfill its obligations under this contract as a result of a lack of sufficient funding.

6) **Amendments.** This contract represents the entire agreement of the parties. Any changes, deletions, extensions or amendments to this contract shall be in writing and signed by both parties, except for Unilateral Amendments issued by DARS. A Unilateral Amendment may be provided in writing from the DARS assigned contract manager to the contractor under the following circumstances including, but not limited to:

- a. to correct an obvious clerical error in this contract;
- b. to incorporate new or revised federal or state laws, regulations, rules, or policies;
- c. to change the name of the contractor to reflect the contractor's name, as recorded by the Texas Secretary of State; or
- d. to amend the contact name and address.

- 7) **Contractor Notification.** The contractor will notify DARS:
- a. within 2 business days if at any time the contractor is not in compliance with the provisions of this contract. A false statement regarding the contractor's compliance with the terms of this contract may be treated as a material breach of this contract and may be grounds for DARS to terminate the contract; and
  - b. at least 60 calendar days before the intended effective date of any change in legal entity status, such as a change in ownership or control, name, legal status with the Texas Secretary of State, or Texas Identification Number issued by the Texas Comptroller of Public Accounts.

8) **Participation of Historically Underutilized Businesses (HUBs).** The contractor shall comply with the HUB requirements identified in the solicitation under which the contractor applied, if applicable.

9) **Assignments.** The contractor may not assign a DARS contract in whole or in part, or any right or duty required under the contract, without first obtaining written approval from DARS. Unless otherwise approved in writing by DARS, assignment will not release the contractor who is the assignor from the contractual obligations.

10) **Subcontracting.** The Contractor accepts liability and retains responsibility for the performance of subcontractors providing services under the terms of this contract. Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the contractor. No subcontract under the contract will relieve the contractor of the responsibility for ensuring that the requested services are provided. The contractor accepts responsibility for compensating any party with whom the Contractor enters into a subcontract to provide services under the terms of this contract. If the contractor uses a subcontractor for any or all of the work required, the following conditions will apply:

- a. contractors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors;
- b. subcontracting shall be conducted solely at the contractor's expense;
- c. DARS retains the right to check a subcontractor's background and approve or reject the use of submitted subcontractors;
- d. The contractor shall be the sole contact for DARS; and
- e. The contractor shall list a designated point of contact for all DARS inquiries

11) **Independent Contractor.** The contractor, contractor's employees, representatives, agents, and any subcontractors shall serve as the independent contractor with respect to DARS in providing services under this contract, and as such the contractor's employees are not employees of DARS, are not eligible for DARS employee benefits, and shall not represent themselves as DARS employees. Contractor is responsible for providing all legally required unemployment and workers' compensation insurance for the contractor's employees.

12) **Insurance.** The contractor represents and warrants that it will, within five business days of the execution of the contract, provide DARS with current certificates of insurance or other proof acceptable to DARS of the insurance required by this contract. As applicable to the contract requirements, the contractor's insurance coverage must be in effect for the complete term of the contract. If the required insurance coverage policies expire during the term of the contract, to include any subsequent contract extensions, the contractor must provide DARS' contract manager with a new insurance certificate at least 10 business days prior to the expiration of the existing insurance coverage. The certificate must show that the terms and financial amounts of the insurance coverage comply with the contract requirements and will become effective as of the expiration date and time for the existing coverage. The contractor is responsible for notifying the DARS' contract manager within five business days about any cancellation, non-renewal, or material change in insurance terms that affects required insurance

coverage. In the event that the contractor fails to keep in effect at all times the required insurance coverage, DARS may, in addition to any other remedies it may have, terminate the contract, subject to the provisions of the contract. The contractor is responsible for any deductible or self-insured retention requirements in the required insurance coverage.

13) **Disclosures under the Act.** The contractor's records related to this contract are subject to the requirements of Texas Government Code, [Chapter 552, Public Information \(the Public Information Act\)](#). Pursuant to Texas Government Code, [Section 2252.907](#), the contractor agrees to make information not otherwise exempted from disclosure under [Chapter 552](#) available in a format specified by DARS and accessible by the public.

14) **INDEMNIFICATION.** CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, DARS, AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS CONNECTED WITH ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR WILL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY DARS. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE THE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS DARS OR THE STATE FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF DARS OR ITS EMPLOYEES ACTING IN THEIR CAPACITY AS AN EMPLOYEE OF DARS.

15) **Conflict of Interest.** The contractor warrants that it has no interest and will acquire no direct or indirect interest that would conflict in any manner with its performance under this contract.

16) **Renewal.** If the procurement leading to this contract allows non-competitive renewal, such renewal will be based on DARS' determination that the contractor is in compliance with all terms of the contract, DARS' continuing need for the services, and available funding.

17) **Information Security and Confidentiality.** The Contractor and any of its subcontractors associated with this contract will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of DARS-related information and to protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations and DARS policies and procedures.

- a. Different requirements apply to different types of contractors. Requirements that may apply include, but are not limited to:
  - i. State Vocational Rehabilitation Services Program at [34 C.F.R. Part 361](#);
  - ii. Federal Early Intervention Program for Infants and Toddlers with Disabilities at [34 C.F.R. Part 303](#);
  - iii. Texas Health and Safety Code Sections [85.113](#) Workplace Guidelines for State Contractors and [85.115](#) Confidentiality Guidelines;
  - iv. HIPAA privacy and security rules, [45 C.F.R. parts 160](#), [162](#) and [164](#);
  - v. [American Recovery and Reinvestment Act of 2009, Sections 13400–13411](#) (42 U.S.C § 17921), Improved Privacy Provisions and Security Provisions;
  - vi. Title 1 Texas Administrative Code, [Sections 202.1](#) Applicable Terms and Technologies for Information Security and [202.3](#) Security Standards for State Agencies through 202.28;
  - vii. [Federal Information Security Management Act of 2002](#) (FISMA);
  - viii. [Publication 1075—Tax Information Security Guidelines for Federal, State and Local Agencies](#);

- ix. [NIST Special Publication 800-53 Revision 3](#) Recommended Security Controls for Federal Information Systems and Organizations;
  - x. [NIST Special Publication 800-47](#)—Security Guide for Interconnecting Information Technology Systems; and
  - xi. [Health and Human Services Enterprise Information Security Standards and Guidelines](#).
- b. Upon reasonable notice, the Contractor must provide and cause its subcontractors and agents to provide DARS or its designee with prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the scope of work including, but not limited to the contractor's:
- i. information security policies;
  - ii. information security procedures;
  - iii. information security standards;
  - iv. information security guidelines; security plan in compliance with Special Publication 800-53 and [Revision 4](#), published by the National Institute of Standards and Technology (NIST) and reports on security violations;
  - v. security acknowledgement agreements, signed by the contractor's employees; and
  - vi. list of employees who have authorized access to DARS confidential information.
- Items (i.) through (vi.) above are subject to DARS review and approval. Neither DARS review or approval, nor its failure to review or approve will relieve, waive, or satisfy any of the contractor's obligations under this agreement.
- c. The contractor will provide and will require its subcontractors and agents to provide DARS with periodic written certification of compliance with controls and provisions relating to information security, including but not limited to those related to confidential data transfers and the handling and disposal of protected health information (PHI), electronic protected health information (EPHI), and personally identifiable information (PII).

Acceptable forms of written compliance may be, but are not limited to:

- i. Statement on Standards for Attestation Engagements (SSAE) No.16, Service Organization Control (SOC) Report;
  - ii. General Security Controls Audit;
  - iii. Application Controls Audit;
  - iv. Vulnerability Assessment; and
  - v. Network/Systems Penetration Test.
- d. Data Use Agreement. The contractor must comply with Health and Human Services requirements related to Data Use Agreements shown at [http://www.dars.state.tx.us/business/DARS%20DUA\\_Non\\_Governmental.pdf](http://www.dars.state.tx.us/business/DARS%20DUA_Non_Governmental.pdf), if applicable.

**18) Records Retention.** The Contractor and any of its subcontractors associated with this contract will retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this contract for which a claim or report was submitted to DARS. The records and documents must be kept for three years after the date of submission of the final bill or until all billing-related questions are resolved, whichever is later.

**19) Authority to Audit.** Acceptance of funds under this contract acts as acceptance of the authority of DARS, the State Auditor's Office (SAO), federal funding agency or any successor agency, to conduct an audit or investigation of the Contractor or any subcontractors in connection with those funds during the term of the contract and thereafter, as provided by law. Upon request, the Contractor and any of its subcontractors associated with this contract will provide DARS, the State Auditor's Office, the federal

funding agency, their successor agencies, or any of their duly authorized representatives with any books, documents, papers and records that are directly pertinent to this contract for the purpose of conducting audits, examinations, investigations, or matching funds validations, or for the purpose of making excerpts and transcriptions. The contractor and subcontractors associated with this contract will cooperate fully with the above parties in the conduct of an audit, examination, investigation, funds validation, or the making of excerpts and transcriptions. The contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the contractor; the requirement to make books, records, documents and papers; and the requirement to cooperate is included in any subcontract that the contractor awards under this contract.

20) **DARS Monitoring.** The contractor and any subcontractors associated with this contract agree to permit on-site monitoring visits and desk reviews, as deemed necessary by DARS to review all financial or other records and management control systems relevant to the provision of goods and services under this contract. The contractor will include this requirement in any subcontract associated with this agreement.

21) **Remedies.** The contractor and any of its subcontractors associated with this agreement will remedy in a timely manner, any weaknesses, deficiencies or program noncompliance found as a result of a review, audit or investigation, and any performance or fiscal exceptions found by DARS, the State Auditor's Office, the federal funding agency, their successor agencies, or any of their duly authorized representatives. The remedy can include a refund of disallowed costs or billed amounts or any other appropriate sanctions or penalties deemed necessary by DARS.

22) **Federal and State Requirements.** The contractor will comply with all applicable state and federal laws, rules and regulations governing the provision of services under this contract and state policies and procedures issued by DARS, including but not limited to requirements specifically stated in this contract.

- a. The contractor agrees to comply with state and federal antidiscrimination laws, including without limitation:
  - i. [Title VI of the Civil Rights Act of 1964](#) (42 U.S.C. §2000d et seq.);
  - ii. Section [504](#) and [508](#) of the Rehabilitation Act of 1973 (29 U.S.C. §794): This contract may be subject to [HHS's EIR accessibility requirements](#). If so, the contractor must follow the terms and conditions published in HHS's [Uniform Accessibility Clause](#);
  - 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 [HHS administrative rules, as set forth in the Texas Administrative Code](#), to the extent applicable to this Agreement.
- b. The 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. The 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. Applicable 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. The contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. The contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- d. The 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 U. S. Department of Agriculture or the U. S. Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, the contractor will provide the Health and Human Services Commission's (HHSC's) Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.
- f. The contractor must notify HHSC's Civil Rights Office about any civil rights complaints received relating to its performance under this Agreement. The notice must be delivered no more than 10 calendar days after the contractor receives the 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: 1-888-388-6332  
Phone: (512) 438-4313  
TTY Toll Free: 1-877-432-7232  
Fax: (512) 438-5885

- g. Federal Grant Requirements.  
If applicable, the contractor will comply with:
  - i. Title 34 C.F.R. Part 74, Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations;
  - ii. the Office of Management and Budget's (OMB) circulars A-133, A-110, A-21, A-87, A-102, A-122 and/or the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
  - iii. the Uniform Grant Management Standards (UGMS) issued by the State of Texas; and
  - iv. Contract Cost Principles and Procedures Title 48 Chapter 1 Subchapter E Part 31.
- h. **Reporting of Abuse, Neglect, or Exploitation.** The contractor will comply with Chapter 48, Human Resources Code, regarding reporting of abuse, exploitation, or neglect of persons who are disabled or are age 65 or older.
- i. **E-Verify.** By entering into this contract, the contractor certifies and ensures that the contractor utilizes and will continue to utilize, for the term of this contract including any subsequent extensions, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:



- i. all persons employed to perform duties in Texas, during the term of the contract; and
- ii. all persons (including subcontractors) assigned by the respondent to perform work pursuant to the contract, within the United States.

The contractor shall provide, upon the request of DARS, an electronic or hardcopy screenshot of either the confirmation screen or the tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the contractor, and contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated contract.

- j. If applicable, the contractor will comply with:
  - i. [Health and Safety Code Section 85.113](#) (workplace and confidentiality guidelines regarding AIDS and HIV);
  - ii. the requirements of the [Immigration Reform and Control Act of 1986](#) (8 U.S.C. §1324a, *et seq.*) and any subsequent immigration laws related to verification of employment and the retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this contract, including the [Immigration Act of 1990](#) and [the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 \(IIRIRA\)](#);
  - iii. all state and federal licensing and certification requirements and regulations prescribed by the U.S. Department of Health and Human Services, and DARS;
  - iv. the [Clean Air Act](#) (42 U.S.C. §7401 *et seq.*) and the [Federal Water Pollution Control Act](#) (33 U.S.C. §1251 *et seq.*);
  - v. all of the mandatory standards and policies relating to energy efficiency contained in the state's energy conservation plan, [Executive Order RP-49](#), and are related to the [Energy Policy and Conservation Act](#) (Pub.L.94-163);
  - vi. the [Fair Labor Standards Act \(FLSA\)](#) (29 U.S.C. §201 *et seq.*) regarding minimum wages, overtime pay, recordkeeping, and child labor;
  - vii. [U.S.C. §675\(4\)](#), which requires that Foster care maintenance payments must be expended for items that are provided by foster parents and facilities; and
  - viii. Referral of Debt to IRS for Tax Refund Offset 45 C.F.R. 31.

23) **Antitrust.** In accepting the contract, the contractor certifies and agrees as follows:

- a. Neither the contractor, nor the person represented by the contractor, nor any person acting for the represented person has:
  - i. violated the antitrust laws codified by [Chapter 15, Business and Commerce Code](#), or the federal antitrust laws; or
  - ii. directly or indirectly communicated the bid or offer associated with this contract to a competitor or other person engaged in the same line of business
- b. The contractor hereby assigns to DARS any and all claims for overcharges associated with this contract arising from the contractor's violation of the anti-trust laws of the United States, [15 U.S.C.A. Section 1, et seq. \(1973\), as amended](#), and the anti-trust laws of the State of Texas, [Texas Business and Commerce Code, Section 15.01](#), *et seq.* (1967), as amended.

24) **Debts or Delinquencies to State.** If the contractor is indebted to or owes delinquent taxes to the state, pursuant to [§403.0551](#) of the Government Code, any payments owed to the contractor under this



contract will be applied toward elimination of the contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Texas Comptroller of Public Accounts administers or collects until the indebtedness or delinquency is paid in full.

**25) Withholding/Recoupment of Payments.** DARS may withhold or recoup payments due or paid under this contract, in whole or in part, in the event of the contractor's noncompliance with any term or provision of this contract, any federal or state law or regulation, or any DARS rules or standards, including but not limited to the requirements specifically stated in this contract, relating to the contractor's performance under this contract, as pursuant to [40 Texas Administrative Code, Section §103.507](#).

**26) Certifications.** The certifications below represent material facts upon which DARS relies when contracting for services. If DARS determines that the contractor knowingly made erroneous certifications, DARS may pursue all available remedies in accordance with Texas and Federal law.

- a. If this is a contract for goods or services that equals or exceeds \$25,000 or a grant or a subgrant in any amount, then the contractor/grantee agrees as follows:  
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts
  - i. Neither the contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or by the State of Texas.
  - ii. The contractor will include this certification statement (provided in item i, directly above), without modification, in all covered subcontracts and solicitations for all covered subcontracts.
  - iii. The contractor will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DARS or other federal department or agency, as applicable.
  - iv. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the contractor knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
  - v. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this contract certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.
  - vi. Except for contracts authorized under this paragraph 28 (a) iii of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, DARS may pursue available remedies, including suspension and/or debarment.
  - vii. The contractor will provide immediate written notice to DARS if at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - viii. Where the contractor is unable to certify to any of the statements in this certification, the contractor shall attach an explanation to this contract.
- b. If this contract (including all subgrants or subcontracts) equals or exceeds \$100,000 the Contractor/grantee agrees as follows:  
Certification Regarding Lobbying (Certification for Contracts, Grants, Loans, and Cooperative Agreements)

- i. 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.
- ii. 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 Form to Report Lobbying, in accordance with its instructions.
- iii. The contractor 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.
- vi. This certification of the statements in paragraph 28 (b) is a material representation of fact upon which reliance was placed by DARS 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.

**27) Prohibited Responses and Contracts.** Under Government Code, sections [2155.006](#) and [2261.053](#), as applicable, the vendor or contractor certifies that the individual or business named in this contract is eligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**28) Intellectual Property.** DARS and any federal funding agency reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or State of Texas government purposes: 1. the copyright in any work developed under this contract, and 2. any rights of copyright to which the contractor purchases ownership with contract support.

**29) Buy Texas.** In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, the contractor will purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside of the state.

**30) Force Majeure.** DARS may grant relief from performance of the contract if the contractor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the contractor. The burden of proof for the need of such relief shall rest upon the contractor. To obtain relief from performance of the contract based on force majeure, the contractor shall file a written request with DARS. The contractor must provide DARS with proof of force majeure in writing within five business days of the contractor's failure to perform in accordance with the contract on the basis of force majeure or otherwise waive this right as a defense.

**31) Dispute Resolution.** Disputes and claims for breach of contract against DARS or the State of Texas under this contract will be resolved under the laws of the State of Texas, the [Texas Government Code Chapter 2260](#) and DARS rules, policies, and procedures.

32) **Failure to Perform.** If the contractor fails to perform in accordance with the provisions of this contract, DARS may upon written notice to the contractor, take adverse action against the contractor, up to and including terminating the contract in whole or in part. If notice of termination is given, all work by the contractor shall cease on the effective date of the termination, and DARS will not pay for work performed on or after the effective date of termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this contract. Adverse action, including termination, may result from, but is not limited to:

- a. violation of the terms of this contract;
- b. any evidence of abuse, neglect, or exploitation of consumers receiving services from the contractor as substantiated by an investigation conducted by the contractor, an external regulatory agency, or DARS;
- c. any information giving DARS reason to believe that the health or safety of DARS consumers is compromised;
- d. any change in ownership or change in control that DARS believes would adversely affect the delivery of services;
- e. any real or apparent conflict of interest giving DARS reason to believe that continuation of the contract is not in the best interest of DARS, the state, or DARS consumers; or
- f. any violation of state or federal law.

33) **Contract Termination.** This contract may be terminated by mutual consent or by either party within 30 calendar days, with written notice. DARS "Notice of Termination" will be delivered to the contractor, specifying the extent to which performance of work under the order is terminated and the date upon which the termination becomes effective. DARS shall not be liable to the contractor for any work done or materials purchased after termination or for lost profits or other damages. The right to terminate is in addition to and not in lieu of the rights provided to DARS by this contract.

## I. ADDITIONAL TERMS AND CONDITIONS

Contractor shall comply with the following additional terms and conditions:

- a. Take affirmative action to employ, and advance in employment, qualified individuals with disabilities.
- b. Agree to allow use of this contract by other Texas Health and Human Services agencies during the term of the contract pursuant to Texas Government Code, Chapter 2155.144. All terms and conditions required by this contract shall remain intact for those agencies.
- c. This contract supersedes any previous contract, agreement, or written understanding between the DARS and Contractor for provision of the consumer services described herein.
- d. The Contractor shall not subcontract the whole or any part of the contract without DARS' prior written consent.

34) **Contract Terms.** The terms of this contract are accepted by the parties of the contract. By signing this contract, the persons signing the contract are certifying that they are authorized to obligate the party for whom they are signing to the terms of the contract. For the convenience of the parties, the signatures of authorized representatives for each party may appear on separate pages.

## II. SIGNATURES

DARS

CONTRACTOR

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**ATTACHMENT A**

<b>HOURLY RATE SHEET</b>	
<b>Title</b>	<b>Hourly Rate</b>
Autism Services	\$xx.xx

## ATTACHMENT B

<b>KEY PERSONNEL</b>	
<b>Title</b>	<b>Name</b>
Program Manager	
Behavior Analyst II	
Behavior Analyst II	

### **Key Personnel: Minimum Qualifications and Services Performed**

Job Title - Program Manager: Minimum Qualifications:

- Must have a master's or doctoral degree from an accredited institution of higher education in psychology, behavior analysis, or a related field;
- Must have documented graduate-level coursework in behavioral assessment and intervention, selecting outcomes and strategies, behavior change procedures, experimental methods, and measuring and interpreting behavioral data;
- Must have at least one year of experience in providing services to children 3 through 15 years of age with diagnoses on the autism spectrum;
- Must have knowledge of typical child development for children 3 through 15 years of age; and
- Must have a BCBA or BCBA-D certification.

Services to be performed under this contract may include:

- Ensuring the overall quality of day-to-day service delivery
- Providing clinical consultation to staff
- Participating in decisions regarding the admission and/or discharging of individual children to and from the program
- Clinical review of all behavioral intervention procedures
- Developing staff and parent training curricula
- Conducting staff training
- Conducting parent training
- Developing, implementing, and supervising evidence-based services
- Summarizing and reviewing child outcome data to direct future program development
- Providing feedback on child's progress to the family
- Complying with all notice or reporting requirements under contract
- Performing administrative and other management duties consistent with this job title that are in direct support of the program

Job Title - Behavior Analyst II: Minimum Qualifications:

- A Master's degree from an accredited institution of higher education in psychology, behavior analysis, or related field

- Documented graduate level coursework in behavioral assessment and intervention, selecting outcomes and strategies, behavior change procedures, experimental methods, and measuring and interpreting behavioral data
- Minimum of one year of experience providing services to children on the autism spectrum

Services to be performed under this contract may include:

- Conducting initial skill and behavioral assessments
- Developing and implementing individual treatment programs
- Making treatment plan adjustments
- Providing clinical consultation to staff
- Making case assignments
- Conducting functional analyses
- Monitoring correct implementation of programming and data collection
- Monitoring appropriate staff to child interactions
- Maintaining written records of treatment interventions and responses
- Performing data analysis and reporting
- Selecting intervention outcomes and strategies
- Conducting staff training
- Conducting parent training
- Performing other duties consistent with this job title that are in direct support of the program

#### **Non-Key Personnel: Services Performed**

##### Job Title - Behavior Analyst I - Minimum Qualifications:

- A Bachelor's degree from an accredited institution of higher education in psychology, behavior analysis, education, or related field
- Minimum of six months of experience in providing services to children on the autism spectrum

Services to be performed under this contract may include:

- Assisting the Behavior Analyst II or the Program Manager in supervising the direct delivery of services
- Monitoring the implementation of services
- Performing data analysis and reporting
- Performing other duties consistent with this job title that are in direct support of the program
- Performing services listed under Autism Tech below

##### Job Title - Autism Tech Minimum Qualifications:

All staff members who provide direct services to children must at a minimum:

- have a high school diploma and;
- be 18 years of age.

Services to be performed under this contract may include:

- Implementing individualized treatment programs
- Collecting and summarizing data related to the child's progress

- Performing pre/post treatment sessions activities
- Conducting preference assessments
- Participating in training and staff development activities
- Ensuring the child's safety and care
- Modeling correct behavioral and skill training interventions for parents
- Maintaining and creating training materials
- Providing feedback on child's progress to Behavior Analysts
- Communicating daily session information to the child's caretaker
- Performing other duties consistent with this job title that are in direct support of the program

## Attachment C

### Focused ABA Treatment Strategies

<b>Language and Communication</b> <ul style="list-style-type: none"> <li>▪ Functional Communication Training (FCT)</li> <li>▪ Augmentative and Alternative Communication (AAC)</li> <li>▪ Modeling/video modeling</li> <li>▪ Time delay</li> <li>▪ Reinforcement</li> <li>▪ Prompting</li> </ul>	<b>Social Skills</b> <ul style="list-style-type: none"> <li>▪ Video modeling</li> <li>▪ Social scripts and script fading procedures</li> <li>▪ Self-management</li> <li>▪ Peer-mediated intervention</li> <li>▪ Positive reinforcement</li> <li>▪ Prompting</li> </ul>
<b>Challenging Behavior</b> <ul style="list-style-type: none"> <li>▪ Functional Analysis (FA) and Functional Behavior Assessment (FBA)</li> <li>▪ Response interruption and redirection</li> <li>▪ Response cost</li> <li>▪ Skill enrichment strategies</li> <li>▪ Differential reinforcement</li> <li>▪ Functional Communication Training (FCT)</li> <li>▪ Non-contingent reinforcement (NCR)</li> <li>▪ Extinction</li> <li>▪ Interspersed requests</li> </ul>	<b>Adaptive Behavior</b> <ul style="list-style-type: none"> <li>▪ Modeling/video modeling</li> <li>▪ Task-analysis and chaining</li> <li>▪ Graduated guidance</li> <li>▪ Response interruption and redirection</li> <li>▪ Self-management</li> <li>▪ Positive reinforcement</li> <li>▪ Prompting</li> </ul>



**ATTACHMENT A  
GRANT APPLICATION**

**RFP No. 538-16-3000029680**

**Respondent Legal Entity Name:**

The spaces following individual questions in the application expand so that complete responses can be provided.

Respondents are advised to Refer to TAC40 Chapter 105 and Sample Contract (Attachment 1 to the RFP) in completing the Grant Application.

**PART A - RESPONDENT ORGANIZATION**

1. Indicate which HHSC Region you are applying for.

2. It is not a contract requirement that a physical address be established in the region where services are rendered. Answer the following questions accordingly.

State the physical address(es) of the location(s), or proposed location(s) from which autism services will be delivered if your model calls for having a physical location. If your model calls for having a physical location, but you don't currently have a location or proposed location, describe your plan for establishing one including your timeline.

If the proposed services don't require a physical location, briefly describe how you intend to deliver the services.

3. Refer to Attachment B, Key Personnel in the Sample Contract (Attachment 1 in the RFP) and the rules on staff qualifications.

Provide two organizational charts and place them in TAB B of your proposal behind this completed Grant Application. The first chart will represent your agency structure. The second chart will show the autism program you are proposing to operate. The organizational chart for the autism program must show job titles and the number of personnel per job title, including the number of staff/volunteers supervised by each position. Lines of supervision and reporting must be clearly represented on both charts.

Indicate here whether the chart represents expansion of an existing program or a new proposed autism program.

4. Refer to the Key Personnel Attachment B in the Sample Contract and the rules on staff qualifications.

Provide job descriptions and minimum qualifications, including roles and responsibilities for the designated Program Manager and all staff who provide (or will provide) direct autism services as shown on your organizational chart. If current staff will fill these positions and provide the proposed services, place résumés and copies of credentialing documentation (licenses, certificates etc.) for individuals currently employed that correspond to the job descriptions behind TAB B. This information should be consistent with the program organizational chart position titles.

5. Provide the name of the proposed Program Director, if known (see the Sample Contract, Special Terms and Conditions, #14).

6. Provide current or proposed job descriptions, including job titles and primary responsibilities for staff who will perform the following functions:

- a. Cost accounting including allocation of costs to different business centers
- b. Third party payer claims processing and family cost share billing and collections
- c. Collection and reporting of service-related data
- d. Accurate and timely reporting of financial data

Attach a copy of your pertinent agency policies and procedures for these specific processes including coverage if key personnel are absent. Describe your process for billing and collecting from families when a family cost share is assessed as described in the Sample Contract, Special Terms and Conditions, #6-9.

7. Will any component of your program's autism services be subcontracted? If so, describe what will be subcontracted and how you will provide oversight of the subcontractor(s).

8. Describe the program management and oversight systems you have in place to fulfill the following responsibilities (if your agency has an internal quality assurance process, please include how that process applies to each area):

- a. Timely delivery of quality services to children and families;
- b. Compliance with the program's required performance standards and measures (contract number of children served, pre and post testing, and participation in family survey);
- c. Effective and efficient use of resources to deliver services to children and families, including ensuring that all new therapists are enrolled with applicable public and private insurance plans; and
- d. Correction of fiscal and program deficiencies identified through self-evaluation and the DARS' compliance monitoring process.

## **PART B - TECHNICAL APPROACH**

1. Is your organization currently staffed in the proposed service area with individuals who meet the DARS qualifications to provide services? Please confirm that your organization can initiate services on September 1, 2015. If not, describe your plans to recruit qualified staff and indicate the date by which you will begin providing services.

2. Treatment plans and services must be overseen by a Board Certified Behavior Analyst (BCBA or BCBA-D). Provide details on how you will staff for services to meet this requirement. Include the ratio of Board Certified Behavior Analysts to other direct service staff.

3. How will you meet the supervision requirements for all staff as defined in TAC 40 Chapter 105?

4. How will you meet the training requirements for all staff? Describe the duration of the training, methods of training, specific content of ethics and professional training and typical child development training. Confirm, using job titles from the organizational chart, which staff would receive the training. Provide a plan for both one-time and ongoing training requirements for staff.

<p>5. Describe activities and/or programs you have in place regarding staff development and program improvement. Include any processes whereby ongoing or periodic quality assessments of your organization, staff, and services are conducted. Include any specific fidelity protocols that are used.</p>
<p>6. Will you serve children in the entire age range of three through fifteen years? If not please indicate the range you propose to serve.</p>
<p>7. Describe your process for evaluating children you propose to serve, for eligibility to the DARS Autism Program. Include information on receiving referrals and availability of qualified professionals to diagnose autism spectrum disorder.</p>
<p>8. How will you provide Focused ABA Services to children within the age range you propose to serve, following DARS requirements for this service, including use of the Focused ABA Treatment Strategies Chart (Attachment C, Sample Contract) Describe in detail how applied behavior analysis (ABA) will be implemented in this service including:</p> <ul style="list-style-type: none"><li>a. development of the treatment plan</li><li>b. oversight of children's treatment plan</li><li>c. supervision of direct delivery staff</li><li>d. opportunities for social group activities</li><li>e. opportunities for inclusion with typically developing peers</li></ul> <p>If an interdisciplinary team is utilized, describe the manner in which they are involved in service delivery and what disciplines and participants make up the team.</p>
<p>9. DARS service caps for Focused ABA Services are intentionally flexible to support development of appropriate treatment plans. Describe your process to ensure that children receive the appropriate service intensity and duration based on assessed need, taking the service caps into account and considering the child's potential need for additional services at later stages of development.</p>
<p>10. How will you track remaining eligibility (annual, lifetime) for children receiving Focused ABA Services in your program?</p>
<p>11. You will be required to supply DARS with data on operationally defined target behaviors. Data will be collected during baseline, treatment, and post-treatment conditions. At least three data points will be collected during baseline, treatment, and post-treatment conditions. Provide a plan for how you will collect and maintain data.</p>

12. Are you proposing to provide Comprehensive ABA Services? If no skip to number 14.

If yes, how will you provide these services following DARS requirements? Describe in detail how Applied Behavior Analysis (ABA) will be implemented in this service including:

- a. oversight of children's treatment plan
- b. supervision of direct delivery staff
- c. determination of service hours per child within the DARS range of 16-20 hours/week and basis for the range
- d. opportunities for social group activities
- e. opportunities for inclusion with typically developing peers

If an interdisciplinary team is utilized, describe the manner in which they are involved in service delivery and what disciplines and participants make up the team.

13. Only answer this question if you are proposing to provide Comprehensive ABA Services.

You will be required to complete pre-testing and post-testing measures determined by DARS for children in Comprehensive ABA Services. These measures must be administered by staff who are not providing direct services and are not involved in treatment planning. Provide details of how you will meet this requirement. Refer to Pre-Test and Post-Test Protocols in the Special Terms and Conditions of the Sample Contract.

**All remaining questions (14-32) must be answered. If you are proposing to provide Comprehensive ABA Services in addition to Focused ABA Services and your responses to any of the questions below would vary by service type please describe those differences in your responses.**

14. How will you determine the location of service delivery (home, clinic, school, other community location)? What factors will contribute to this determination?

15. How will you document initial and ongoing assessment of a child's needs and use the results to inform the treatment plan including goals, intensity of services and duration of services? Please indicate what assessment tool(s) you will use?

16. How will you promote generalization of skills/behavior across environments that children are part of, including home, school, and other community settings?

17. How will you assess progress towards treatment goals and continuing need for services?

18. How will families be involved in the assessment, treatment planning and service delivery?

19. Describe how you will provide parent training, ensuring that DARS requirements are met or exceeded.

Describe:

- a. process for providing parent training
- b. parent training curriculum
- c. attendance requirements of the parents
- d. any assistance provided to parents in implementation at home, school and other environments

20. How will you maintain your interest list according to DARS requirements in the Sample Contract, Special Terms and Conditions #2 including for families who have received focused services but have remaining months of potential eligibility? Please include your process for prioritizing families for services and offering services.

21. Describe your process for creating and maintaining a documented transition plan for all children leaving the DARS Autism Program to LEA special education services or other appropriate activities, places, or programs the family would like the child to participate in after exiting services.

22. How will you document the services delivered to children in the DARS Autism Program (include if you will use paper or electronic documentation).

23. Provide your policies for attendance, ensuring that the DARS requirements for the Autism Program are met.

24. How many total children do you estimate providing services to from September 1, 2015 through August 31, 2016? Describe the methodology used for estimating the number of children served. Refer to the Hourly Rate Workbook (Package 2 on the ESBD).

25. Will your program have a maximum capacity based either on staffing or the physical location of services (maximum number of children that may be served at any one time)? What is the maximum capacity?

26. Describe your service area. Use city limits, counties, or other geographic data to describe the boundaries of the area from which you will draw the majority of children to be served.

27. Describe the cultural and socio-economic makeup in your service area. Provide an explanation regarding how you are appropriately staffed and organized to meet the language and cultural needs of eligible children and families.

28. Describe your process for referral to community resources for case management to address economic, medical, or social issues which may prevent the child from receiving the full benefit of ABA?

29. Identify Texas Independent School District(s) (ISDs) that you are currently working with and/or would anticipate working with during the term of contract?

- a. How will you coordinate services with an ISD or other school settings?
- b. Describe how your coordination efforts with an ISD will avoid duplicating, supplanting, or conflicting with a child's Individualized Education Program (IEP), if one exists?

30. How will you provide for safety and security of children participating in your program?

31. If you will serve children with autism outside of the proposed DARS-funded program, describe these services including age range and any other applicable characteristics of the program. What criteria will be used to determine if children will be served by the DARS Autism Program or the other program(s)?

32. Does your agency currently partner with any colleges or universities that have ABA programs? If so, provide the names of these educational institutions and describe the nature and purpose of the relationship. If not, do you propose to do so and what will be your approach?

33. Respondents are not required to proposed value-added benefits.

Describe any enhancements or additions to the services that are not required by the RFP that you propose to provide at no additional cost. Include information regarding any funds, other than amounts paid by third party payers or by the family cost share that will be available during the grant period and which will allow you to provide enhancements or additions (e.g. service coordination, funding to assist families with cost share payments, transportation) to the DARS Autism Program or allow you to serve more children in the program. If these funds are from a foundation, a separate grant, or some other donor, provide documentation of the funds with your application (e.g. letter of commitment or grant award).

# HUB Subcontracting Plan (HSP) Quick Checklist

1. **If all (100%) of your subcontracting opportunities will be performed using only HUB vendors, complete:**
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors
  - Section 2 c. – Yes
  - Section 4 – Affirmation
  - HSP GFE Method A (Attachment A) – Complete this attachment for each subcontracting opportunity
  
2. **If any of your subcontracting opportunities will be performed using HUB protégés, complete:**
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB protégés (Skip Section 2 c and 2 d)
  - Section 4 – Affirmation
  - HSP GFE Method B (Attachment B) – Complete Section B-1, Section B-2, and B-4 only for each HUB Protégé subcontracting opportunity as applicable.
  
3. **If you are subcontracting with HUB vendors and Non-HUB vendors, and the aggregate percentage\* of subcontracting with HUB vendors meets or exceeds the HUB Goal the contracting agency identified in the solicitation, complete:**
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors and Non HUB vendors
  - Section 2 c. – No
  - Section 2 d. – Yes
  - Section 4 – Affirmation
  - HSP GFE Method A (Attachment A) – Complete this attachment for each subcontracting opportunity
  
4. **If you are subcontracting with HUB vendors and/or Non-HUB vendors, and the aggregate percentage\* of subcontracting with HUB vendors does not meet or exceed the HUB Goal the contracting agency identified in the solicitation, complete:**
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to HUB vendors and Non HUB vendors
  - Section 2 c. – No
  - Section 2 d. – No
  - Section 4 – Affirmation
  - HSP GFE Method B (Attachment B) – Complete this attachment for each subcontracting opportunity

**\*Aggregate percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for five (5) years or less.**

# HUB Subcontracting Plan (HSP) Quick Checklist

5. **If you are not subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., equipment, supplies, materials, and/or employees), complete:**
- Section 1 – Respondent and Requisition Information
  - Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - Section 3 – Self Performing Justification
  - Section 4 – Affirmation





# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE:** Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

**SECTION-1: RESPONDENT AND REQUISITION INFORM**

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)**

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION-3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If *Yes*, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If *No*, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

**SECTION-4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>
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**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

# HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here: _____	Requisition #: _____
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**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>.

### SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number:                      Description:

### SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____	Requisition #: _____
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**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION B-2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If *Yes*, to continue to SECTION B-4.)
- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

**SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			- Yes      - No
			- Yes      - No
			- Yes      - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes      - No
		- Yes      - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: _____	Requisition #: _____
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**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number:                      Description:

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%
	- Yes    - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.





## **Instructions for Completion of DARS Autism Program FY 15 Budget Pages**

Respondents must propose an hourly rate for services based on determining the costs associated with delivering the direct client service program in its entirety to the proposed number of children. DARS will begin negotiations for the contract rate based on this input. The budget will be summarized on Tab 3, reflecting the six cost category tabs (4a-b through 8). All costs included must be reasonable and necessary, allowable and allocable to the DARS Autism Program.

### **Tab 1: Estimated Service Hours and Hourly Rate Worksheet - FY 2015**

All fields will auto-fill from Tab 2 and Tab 3, or will auto-calculate, providing the initial proposed hourly rate for DARS Autism Program services.

### **Tab 2: Estimated Number of Children Served Worksheet - FY 2015**

You will need to complete the shaded cells to indicate the number of children who will begin services each month, who will continue in services, and who will leave services. This information must be provided for each service. If you will not provide Comprehensive ABA Services, enter zeros. The total lines will auto-calculate, providing an average monthly number of children in service that will be reflected on Tab 1. Estimates should consider recruitment and enrollment, staffing and program capacity, anticipated length of service reflecting DARS service caps, and any other factors that will impact your service delivery plans for FY2015.

### **Tab 3: Budget Summary**

You will need to enter your agency/entity's name in the field for "Contractor Name." All other fields will auto-populate from the following budget category detail pages.

### **Tab 4A: Personnel - Salaries**

**Position or Title** - Enter the title for each staff position. These titles must match any job descriptions, organizational chart for the program, and staffing plan. *Indicate the positions that are part-time and the number of hours per week for each part-time position.*

**Column (A) Number of Staff** - Enter each staff position separately, so that the number of staff will equal "1."

**Column (B) Average Monthly Salary** - Enter the average monthly salary. Since pay periods vary from agency to agency, the average would be the annual total salary divided by 12. If Contractor anticipates an employee receiving a salary raise during the year, figure the average monthly salary for the entire year based on the sum of the two salary figures for the number of months the employee will receive each salary. (Example: It is anticipated that Program Manager I will be upgraded to Program Manager II six months after contract signing. Her/his average salary would be

## **Instructions for Completion of DARS Autism Program FY 15 Budget Pages**

based on six months of salary at \$2,600 and six months at \$2,675. Average monthly salary would be entered as \$2,637.50.)

**Column (C) Percent Time on Contract** - Enter the percentage of time the person is working in the proposed program as opposed to the time working in other programs. Employees, full or part time, working wholly within the budgeted program would be shown as 100%. Part time positions must be designated in the *Position or Title* column.

**Column (D) Number Months of Service** - Enter the number of months the position is projected to be filled during the budget period.

**Column (E) Total** - The spreadsheet will calculate the total, which is the product of columns AxBxCxD for each line.

**Column (F) Reimbursable** - The spreadsheet will calculate the amount for which the Contractor is requesting reimbursement from the contract, adjusting for any amounts entered in Column G.

**Column (G) Other (Match)** - Enter zero (0) unless another funding source is paying for an employee's time spent on the program, or unless a portion of a person's salary is paid/donated by another source, which may be used as match, where applicable.

### **Tab 4B: Personnel - Fringe Benefits (Employer's Share)**

**Type of Fringe Benefits** - Enter the name of the fringe benefit. The percentage of the Fringe Benefits of a specific employee cannot exceed the time percentage on contract from the Personnel Salaries worksheet. Clearly specify the rate for each benefit and specify if a benefit only applies to certain positions. List all positions receiving a benefit that is not applicable to all staff.

Note: DARS will not reimburse costs for dependent care coverage.

The following are examples of common fringe benefits and their required computations:

**FICA** - (Federal Insurance Contributions Act - Social Security) FICA rate times (X) total salary (up to the minimum base for the current year) equals (=) Column A Total.

**TUCA** (Texas Unemployment Compensation Act) - Rate (rate is assigned by TWC) times (X, or a set portion of) covered salaries equals (=) Column A Total.

## **Instructions for Completion of DARS Autism Program FY 15 Budget Pages**

**Health Insurance** - Individual premium per month times (X) number of employees times (X) number of months equals (=) Column A Total.

**Worker's Compensation** - Professional rate per \$100 times (X) salaries equals (=) Column A Total; clerical rate per \$100 times (X) salaries equals (=) Column A Total; maintenance rate per \$100 times (X) salaries equals (=) Column A Total. Worker's Compensation is purchased through private insurance firms that determine the appropriate employment classification and rates.

**Retirement** - Rate (depends on type of plan) times (X) salaries equals (=) Column A Total.

**Accrual of Leave** (e.g., annual or sick leave) - Rate times (X) salaries equals (=) Column A Total.

**Column A Total** - enter the total amount of fringe benefits being provided for staff charged to the program.

**Column B Reimbursable** - The spreadsheet will calculate the amount for which the Contractor is requesting reimbursement from the contract, adjusting for any amounts entered in Column C.

**Column C Other** - enter zero (0) unless another funding source is paying part of an employee's fringe benefits, or unless a portion of an employee's fringe benefits is being paid/donated by another source.

**Cost Allocation, Tabs 5-8:** In the description line, enter the allocation calculation for any costs that are not solely for the benefit of the DARS Autism Program. Base this on your organization's cost allocation plan. For example: Rent – 25% of \$2,000/month. The total cost would be shown as \$60,000 (\$500 x 12 months).

### **Tab 5: Travel**

**Type of Travel Expense** - Enter the type of travel expense being budgeted, such as local or non-local mileage, food, transportation, or lodging. Mileage, food and lodging contract reimbursement must not exceed official State of Texas rates. Reimbursement for employees' meals is allowable only in conjunction with overnight travel of more than 50 miles from their office or residence. Both primary Contractors and subcontractors are subject to these rates and limitations.

Mileage is computed on a per mile rate and should reflect miles to be traveled conducting official Contractor business (e.g., traveling to visits with clients, attending training sessions, meetings, conferences, etc.). Include

## **Instructions for Completion of DARS Autism Program FY 15 Budget Pages**

the purpose of the travel and the detailed calculations supporting the amount budgeted. If there are no travel costs, indicate "N/A".

**Column A Total** - enter the total amount of travel costs for each type of travel expense for staff charged to the program.

**Column B Reimbursable** - The spreadsheet will calculate the amount for which the Contractor is requesting reimbursement from the contract, adjusting for any amounts entered in Column C.

**Column C Other** - enter zero (0) unless another funding source is paying part of an employee's travel costs, or unless a portion of an employee's travel is being paid/donated by another source.

### **Tab 6: Materials, Supplies and Controlled Assets**

Material or supplies are items with a unit cost less than \$5,000 and a useful life of less than one year, necessary to carry out the project. This includes general office supplies, maintenance supplies, program supplies, and any equipment items with a purchase price below the lesser of \$5,000 or the capitalization threshold of the Contractor, per item.

Controlled assets are items of real or personal property with an estimated life of greater than one year, but an acquisition cost of less than \$5000.

**Description and Basis for Cost** - For each of the supply categories used (office supplies, maintenance supplies, program supplies, etc.) enter the computations justifying the respective amounts budgeted.

Note: you must include costs in this budget category for assessment tools to be used with children in your proposed program. (See Sample Contract, Special Terms and Conditions Item 17.a.)

- For children in Focused ABA Services, pre-service assessment is required to determine the appropriate focus of the treatment plan. The CARS-2 and Vineland-II are recommended, but you may choose to utilize other tools.
- For children in Comprehensive ABA Services, child outcomes will be assessed through pre- and post-testing, utilizing a battery of assessment tools. These are being finalized and will be identified for the successful respondents. For budgeting purposes, we have provided a maximum anticipated cost per child below. Adjustments will be made through negotiation with the successful respondents.

## Instructions for Completion of DARS Autism Program FY 15 Budget Pages

Example:

<b>Description And Basis For Cost</b>	<b>Total</b>
<b>Office supplies</b> - including but not limited to folders, paper, pens, copier toner, paper clips, and staples. Estimated at \$75.00 per year per staff person X 5 staff, based on historical usage	\$ 375.00
<b>Program supplies</b> – Assessment tools for children in Focused ABA Services (amount/child x no. of children)	Total Amount
<b>Program supplies</b> – Pre- and post-test assessment tools for children in Comprehensive ABA Services (\$60/child x no. of children)	Total Amount

**Column A Total** - enter the total amount for materials, supplies and controlled assets charged to the program.

**Column B Reimbursable** - The spreadsheet will calculate the amount for which the Contractor is requesting reimbursement from the contract, adjusting for any amounts entered in Column C.

**Column C Other** - enter zero (0) unless another funding source is paying part of the costs of supplies, or unless a portion of cost is being paid/donated by another source.

### **Tab 7: Contractual Costs**

**Description and Basis for Cost** - This budget category will include contracted services, such as janitorial services, accounting services, maintenance services etc. as well as any subcontracted program services. If there are no contractual costs, indicate "N/A".

**Column A Total** - enter the total amount for "Contractual Costs" which are charged to the program.

**Column B Reimbursable** - enter the total amount for which the Contractor is requesting reimbursement from the contract. (Note: if any other funds/match amounts are listed in Column C, the total in Column A should be reduced accordingly to represent the reimbursable amount.)

**Column C Other** - enter zero (0) unless another funding source is paying part of the costs of items/services, or unless a portion of costs of items/services is being paid/donated by another source.

## Instructions for Completion of DARS Autism Program FY 15 Budget Pages

### **Tab 8: Other Costs**

**Description and Basis for Cost** - Enter the items that do not fit under any other cost categories, such as telephone expenses, space rental or lease, utilities, professional fees, postage, etc. Costs of the Contractor's subcontracted services should be shown on this page.

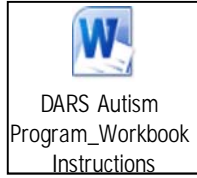
**Column A Total** - enter the total amount for "Other Costs" which are charged to the program.

**Column B Reimbursable** - enter the total amount for which the Contractor is requesting reimbursement from the contract. (Note: if any other funds/match amounts are listed in Column C, the total in Column A should be reduced accordingly to represent the reimbursable amount.)

**Column C Other** - enter zero (0) unless another funding source is paying part of the costs of items/services, or unless a portion of costs of items/services is being paid/donated by another source.

# Workbook Instructions

Open the Word document below for instructions to complete this workbook.



## Estimated Service Hours and Hourly Rate Worksheet - FY 2016

### Estimated DARS Focused ABA Service Hours

Average monthly number of children served	0.00	Total estimated number of children served in FY16	0
Average monthly number of treatment hours per child	25	Total estimated number of treatment hours per child provided in FY16	125
Total monthly number of treatment hours	0	Estimated total number of treatment hours in FY16	0

### Estimated DARS Comprehensive ABA Service Hours

Average monthly number of children served - Comprehensive	0.00	Total estimated number of children served in FY16	0
Average monthly number of treatment hours per child - Comprehensive	72	Total estimated number of treatment hours per child provided in FY16	864
Total monthly number of treatment hours - Comprehensive	0	Estimated total number of treatment hours in FY16	0

Combined total number of treatment hours in FY16	0
Combined total estimated number of children served in FY16	0

### DARS Autism Program FY15 Hourly Rate Calculation

Total Combined Treatment Hours	0
Total DARS Reimbursable Budget (14% anticipated from FCS and 3rd party payments)	\$0.00
DARS Hourly Rate	#DIV/0!

Note: Average monthly number of treatment hours (Focused) calculated as 25 hours/month, 5 months  
 Average monthly number of treatment hours (Comprehensive) calculated as 18 hours/week, 48 weeks





# Budget for Purchase of Service Contracts

<b>Summary</b>	<i>Contractor</i> _____
	<i>Contract Period</i> <u>9/1/15-8/31/16</u>

Cost Category	A Total	B Reimbursable	C Other (Match)
(4A) Personnel - Salaries	0	0	0
(4B) Personnel - Fringe Benefits	0	0	0
<b>Subtotal</b>	0	0	0
(5) Travel	0	0	0
(6) Materials, Supplies, and Controlled As	0	0	0
(8) Contractual	0	0	0
(9) Other Costs	0	0	0
<b>Subtotal</b>	0	0	0
<b>Grand Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Certified by:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Budget for Purchase of Service Contracts**

**(4A) Personnel - Salaries**      *Contractor* \_\_\_\_\_ **0**  
*Contract Period* \_\_\_\_\_ **9/1/15-8/31/16**

Position or Title	A # Staff	B Avg. Monthly Salary	C %Time (on contract)	D # Months of Service	E Total AxBxCxD	F Reimbursable	G Other (Match)
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
					0	0	
				<b>Total Salaries</b>	0	0	0

# Budget for Purchase of Service Contracts

**(4B) Personnel - Fringe Benefits**
*Contractor* 0  
*Contract Period* 9/1/15-8/31/16

Type of Fringe Benefits and Calculation	A Total	B Reimbursable	C Other (Match)
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
<b>Total Fringe Benefits</b>	0	0	0





**Budget for Purchase of Service Contracts**

**(8) Contractual Costs** *Contractor* 0  
*Contract Period* 9/1/15-8/31/16

Contracts (Contractor name, goods or service)	A Total	B Reimbursable	C Other (Match)
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
<b>Total Contractual</b>	0	0	0

## Budget for Purchase of Service Contracts

**(9) Other Costs**

*Contractor* 0

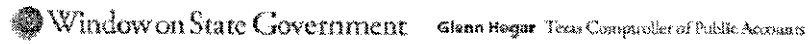
*Contract Period* 9/1/15-8/31/16

Other Costs (description and basis of cost)	A Total	B Reimbursable	C Other (Match)
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
		0	
<b>Total Other Costs</b>	0	0	0



**Section Three - Final Solicitation**

**ESBD Posting Notice**



You are here: Home » Procurement » Tools » Electronic State Business Daily

**Services to Children with Autism, Ages Three through Fifteen****Open Date:** 06/02/15 02:00 PM**Agency Requisition Number:** 538-16-3000029680

The Health and Human Services Commission (HHSC), on behalf of the Department of Assistive and Rehabilitative Services (DARS) announces the release of Request for Proposal (RFP) #530-16-3000029680 for: Services to Children with Autism, Ages Three through Fifteen The RFP Documents can be accessed at: <http://www.hhsc.state.tx.us/contract/538163000029680/announcements.shtml>

**Agency:** Department of Assistive and Rehabilitative Services (538)**Open Date:** 06/02/15 02:00 PM**Agency Requisition Number:** 538-16-3000029680**Previous Price Paid:** N/A**Solicitation type:** 21 Days or more for solicitation notice**NIGP Commodity Code(s):**

Class-Item: 924 - 74

Class-Item: 952 - 59

**Contact Information:****Contact Name:** Kevin Warren**Email:** [kevin.warren@hhsc.state.tx.us](mailto:kevin.warren@hhsc.state.tx.us)**Address:** 4405 N. Lamar Blvd.

MC: 2020

Austin, TX 78756

**Phone:** (512) 206-4772**Fax:** (512) 206-5474

Upload Date: 2015-04-29 14:51:49.53 Updated date: 2015-04-29 14:52:56.68

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[Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#) | [Compact with Texans](#)

**Warren, Kevin (HHSC)**

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**From:** esbdsupport@cpa.state.tx.us  
**Sent:** Wednesday, April 29, 2015 2:53 PM  
**To:** Warren, Kevin (HHSC)  
**Subject:** RECEIPT: ESD POSTING(538-16-3000029680) Services to Children with Autism, Ages Three through Fifteen

538-16-3000029680 - Services to Children with Autism, Ages Three through Fifteen  
Your posting can be viewed at  
[http://esbd.cpa.state.tx.us/bid\\_show.cfm?bidid=117192](http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=117192)

## **Section Three - Final Solicitation**

**CMBL Listing for each class item code -**  
**Notifications and email confirmations sent**

CMBLListing for - Special Education

Vendor ID	Company Name	Email	CMBL Status	HUB Status
1460000000000	ABILITY SOLUTIONS	info@abilitysolutions.org	Yes	Yes
1470000000000	ART FUN FOR ANYONE, LLC	ARTFUN4ANYONE@YAHOO.COM	Yes	Yes
1060000000000	CONAWAY CONSULTING, INC.	debbie@conawayconsulting.com	Yes	Yes
1820000000000	DATA MATIX, INC.	taha.shipchandler@datamatix.com	Yes	Yes
1130000000000	EDVANCE RESEARCH, INC.	dbarfield@edvanceresearch.com	Yes	Yes
1460000000000	INTERSECTION EDUCATION	kmoll@me.com	Yes	Yes
1200000000000	JAKECO CONSTRUCTION, INC.	jacoinc@aol.com	Yes	Yes
1740000000000	KAMICO INSTRUCTIONAL MEDIA, INC.	kmichael@kamico.com	Yes	Yes
1200000000000	MENTORING MINDS, LP	bids@mentoringminds.com	Yes	Yes
1750000000000	NODUS, INC.	debbie@nodusinc.com	Yes	Yes
1740000000000	OAK HILL TECHNOLOGY INC.	sharvey@OAKHILLTECH.COM	Yes	Yes
1450000000000	ONE CORNER AT A TIME	gpaschal@onecorneratatime.com	Yes	Yes
1430000000000	PROVE THEM WRONG	nancy@provethemwrong.com	Yes	Yes
1200000000000	RESOURCES FOR LEARNING, LLC	lindaw@resourcesforlearning.net	Yes	Yes
1270000000000	RG TALENT SOLUTIONS, LLC	rcalhoun@rgtalentsolutions.com	Yes	Yes
1450000000000	STEELETRUCKING.COM	st@gvtc.com	Yes	Yes
1740000000000	STRATEGIC PARTNERSHIPS, INC.	kyoshida@spartnerships.com	Yes	Yes
1270000000000	TEAM ALLIANCE SPORTS, LLC	tsportsa@att.net	Yes	Yes
1740000000000	TROSTLE & ASSOCIATES, LTD	CAROL@TROSTLE.COM	Yes	Yes
1470000000000	YOUR TURN FOR OPPORTUNITY, LLC	yourturnforopportunity@outlook.com	Yes	Yes

Date : 2015/03/16 16:04:27

CMBL SUMMARY

Search Found 20 Vendors, 20 are Hubs, Includes 0 Inactive Vendors

Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=924,Section1 Item(s)=(74)

CMBL Listing for - Human Services (Not Otherwise Classified)

Vendor ID	Company Name	Email	CMBL Status	HUB Status
1750000000000	AD-A-STAFF, INC.	marie@adastaff.com	Yes	Yes
1470000000000	ADVOCATE FOR ALL, LLC	theadvocateforall@gmail.com	Yes	Yes
1200000000000	ALLTEX STAFFING AND CONSULTING, LLC	DARLA@ABBASTAFFING.COM	Yes	Yes
1450000000000	ASPIRYON, LLC.	ncrisman@aspiryon.net	Yes	Yes
1260000000000	CAROLYN JOYCE BARKSDALE, INC.	vq@cjbinc.net	Yes	Yes
1750000000000	CHEM CHEK, INC.	lbauske@chemchekinc.com	Yes	Yes
1510000000000	CONFLICT CONNECTIONS, INC.	pmporter@conflictconnections.com	Yes	Yes
1210000000000	CTS CONSOLIDATED TELECOM SERVICES LLC	pfaver@ccc411.com	Yes	Yes
1270000000000	DAZZIE MCKELVY LLC	dazziemckelvy@gmail.com	Yes	Yes
1450000000000	DYNAMIC INVENTIONS LLC	ali.zahid@dynamicinventions.com	Yes	Yes
1740000000000	ELITE PERSONNEL CONSULTANTS INC	wendysc@HRnetConnection.com	Yes	Yes
1550000000000	FIDELITY PARTNERS MEDICAL STAFFING, LLC	bo.depena@fidelitypartners.org	Yes	Yes
1740000000000	HYPERION BIOTECHNOLOGY, INC.	bids@hyperionbiotechnology.com	Yes	Yes
1470000000000	INAMORATA, LLC	rbjohnson@inamorata.me	Yes	Yes
1410000000000	INTEGRATIVE CONSULTING SOLUTIONS LLC	jose@iconsultingllc.com	Yes	Yes
1460000000000	JACOBS LADDER PSYCHOLOGICAL SERVICES	jacobs ladderpsych@yahoo.com	Yes	Yes
1450000000000	KEYSTAFF, INC.	amy@keystaffinc.com	Yes	Yes
1460000000000	KUADRA CONSULTING SERVICE, LLC	info@kuadracs.com	Yes	Yes
1740000000000	L. K. JORDAN & ASSOCIATES - CORPUS	william.hibbs@lkjordan.com	Yes	Yes
1460000000000	LMC MED TRANSPORTATION, LLC.	tbeasley@lmcmedicaltransportation.com	Yes	Yes
1460000000000	LYNCH LAW FIRM, PLLC	nlynch@lynchlf.com	Yes	Yes
1900000000000	MEDIA RIDERS, INC.	emcreaken@mediariders.com	Yes	Yes
1460000000000	MINERVA WORK SOLUTIONS, PLLC	lacey.schmidt@thewisdomthatworks.com	Yes	Yes
1730000000000	OAG CONSULTING LLC	OAGCONSULTINGLLC@ATT.NET	Yes	Yes
1610000000000	OASIS MEDICAL CENTER	KEITAWARREN@HOTMAIL.COM	Yes	Yes
1760000000000	OPTIMAL IN HOME CARE INC.	optimal6992@sbcglobal.net	Yes	Yes
1260000000000	PEDIGO STAFFING SERVICES	debbiep@pedigostaffing.com	Yes	Yes
1460000000000	RECOVERY COMMUNITIES OF CULTURE	anniesmith@bewelliving.org	Yes	Yes
1820000000000	RM WALKER TRAINING & FACILITATION	TRAININGALL@ATT.NET	Yes	Yes
1460000000000	SAMS CONTRACTING CONSULTING AND TRAINING	aaron@samsct.com	Yes	Yes
1410000000000	SOCIAL WORKERS AS NEEDED LLC	S.W.A.N@SBCGLOBAL.NET	Yes	Yes
1460000000000	SOCIAL WORKS ILLUSTRATED	aprillharmon.ah@gmail.com	Yes	Yes
1450000000000	STAR FORCE	clarence@starforceusa.com	Yes	Yes
1200000000000	STELLARGY SERVICES, LLC	CYOUNG@STELLARGY.COM	Yes	Yes
1740000000000	STRATEGIC PARTNERSHIPS, INC.	kyoshida@spartnerships.com	Yes	Yes
1460000000000	VENTURE STAFFING NETWORK	Jodi.Watkins@VentureStaffingNetwork.com	Yes	Yes
1270000000000	WELLSPRING WELLNESS MANIFEST	www_ccc@aol.com	Yes	Yes

Date : 2015/03/16 15:59:03

CMBL SUMMARY

Search Found 37 Vendors, 37 are Hubs, Includes 0 Inactive Vendors

Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=952,Section1 Item(s)=(59)

**Warren, Kevin (HHSC)**

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**From:** Warren, Kevin (HHSC)  
**Sent:** Wednesday, April 29, 2015 2:56 PM  
**Cc:** Warren, Kevin (HHSC)  
**Subject:** HHSC/DARS RFP for Autism Services

The Health and Human Services Commission (HHSC), on behalf of the Department of Assistive and Rehabilitative Services (DARS) announces the release of Request for Proposal (RFP) #530-16-3000029680 for:

**Services to Children with Autism, Ages Three through Fifteen**

The RFP Documents can be accessed at:

<http://www.hhsc.state.tx.us/contract/538163000029680/announcements.shtml>

The sole point of contact for inquiries concerning this RFP is:

Texas Health and Human Services Commission  
Procurement and Contracting Services  
Attn: Kevin Warren, CTPM  
4405 North Lamar Blvd.  
Austin, Texas 78756  
Phone: (512) 206-4772  
[kevin.warren@hhsc.state.tx.us](mailto:kevin.warren@hhsc.state.tx.us)

## Results For CMBL only Search

Search found 129 vendors, 56 are HUB's, Includes 0 Inactive Vendors.

Search Condition : SearchType=CMBL Only,Section1 Class Code=952,Section1 Item(s)=(59),Section2 Class Code=924,Section2 Item(s)=(74)

[Back](#)

<u>Company Name</u>	<u>Email</u>	<u>CMBL Status</u>	<u>HUB Status</u>
<u>AAA HEALTH AND SAFETY LODGE</u>	<u>sirjoemahop@gmail.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>ABILITY SOLUTIONS</u>	<u>info@abilitysolutions.org</u>	<u>Active</u>	<u>A-Active</u>
<u>AD-A-STAFF, INC.</u>	<u>marie@adastaff.com</u>	<u>Active</u>	<u>A-Active</u>
<u>ADVOCATE FOR ALL, LLC</u>	<u>service@advocateforall.net</u>	<u>Active</u>	<u>A-Active</u>
<u>ALLIANCE WORK PARTNERS</u>	<u>dielman@alliancewp.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>ALLTEX STAFFING AND CONSULTING, LLC</u>	<u>DARLA@ABBASTAFFING.COM</u>	<u>Active</u>	<u>A-Active</u>
<u>ART FUN FOR ANYONE, LLC</u>	<u>ARTFUN4ANYONE@YAHOO.COM</u>	<u>Active</u>	<u>A-Active</u>
<u>ASPIRYON, LLC.</u>	<u>ncrisman@aspiryon.net</u>	<u>Active</u>	<u>A-Active</u>
<u>ATOMIC LEARNING, INC.</u>	<u>kjuelke@atomiclearning.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>BBM INTERNATIONAL MINISTRY</u>	<u>bbm.international@ymail.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>BECAUSE HOUSTON LVOES YOU</u>	<u>bhly-res-dev@att.net</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>BEHAVIOR SOLUTIONS, LLC</u>	<u>referrals@behaviorsolutionstx.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>BLUE RIBBON STAFFING, LLC</u>	<u>CONNIE@BLUERIBBONSTAFFING.NET</u>	<u>Active</u>	<u>Inactive (X)</u>
<u>BREAKING THE LINE BOOKS</u>	<u>amerafrieman@breakingthelinebooks.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>BUCHER AND CHRISTIAN CONSULTING INC</u>	<u>david.heath@bcforward.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>CAPITAL TECHNOLOGY PARTNERS, LLC</u>	<u>fpekovich@captech-partners.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>CAROLYN JOYCE BARKSDALE, INC.</u>	<u>vq@cjbinc.net</u>	<u>Active</u>	<u>A-Active</u>
<u>CHANGE HAPPENS!</u>	<u>hstagg@changehappenstx.org</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>CHEM CHEK, INC.</u>	<u>lbauske@chemchekinc.com</u>	<u>Active</u>	<u>A-Active</u>
<u>CJH TRANSPORTATION, LLC</u>	<u>cjh_transportation@yahoo.com</u>	<u>Active</u>	<u>Inactive (X)</u>
<u>CONAWAY CONSULTING,</u>	<u>debbie@conawayconsulting.com</u>	<u>Active</u>	<u>A-Active</u>



<u>Company Name</u>	<u>Email</u>	<u>CMBL Status</u>	<u>HUB Status</u>
<u>CONFLICT CONNECTIONS, INC.</u>	<u>pmporter@conflictconnections.com</u>	<u>Active</u>	<u>A-Active</u>
<u>CTS CONSOLIDATED TELECOM SERVICES LLC</u>	<u>pfaver@ccc411.com</u>	<u>Active</u>	<u>A-Active</u>
<u>DATA MATIX, INC.</u>	<u>taha.shipchandler@datamatix.com</u>	<u>Active</u>	<u>A-Active</u>
<u>DAZZIE MCKELVY LLC</u>	<u>dazziemckelvy@gmail.com</u>	<u>Active</u>	<u>A-Active</u>
<u>DEER OAKS EAP SERVICES LLC</u>	<u>dmcdonald@deeroaks.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>DLG CONSULTING, LLC</u>	<u>dave.gray@dlg-consulting.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>DR. BAROFFIO, PC</u>	<u>carlie.drbaroffiopc@mdofficemail.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>DREAMBOX LEARNING, INC.</u>	<u>kenny.spain@dreambox.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>DRIVE LIKE THIS</u>	<u>rob@drivelikethis.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>DYNAMIC INVENTIONS LLC</u>	<u>ali.zahid@dynamicinventions.com</u>	<u>Active</u>	<u>A-Active</u>
<u>EAST TEXAS SUPPORT SERVICES, INC.</u>	<u>vickiesmith@etxss.org</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>EDVANCE RESEARCH, INC.</u>	<u>dgraywolf@edvanceresearch.com</u>	<u>Active</u>	<u>A-Active</u>
<u>ELA CORP</u>	<u>evaalj@aol.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>ELITE PERSONNEL CONSULTANTS INC</u>	<u>wendysc@HRnetConnection.com</u>	<u>Active</u>	<u>A-Active</u>
<u>ELITE RESEARCH LLC</u>	<u>consulting@eliteresearch.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>ELITE WORKFORCE INC</u>	<u>raj@eliteworkforceinc.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>ENCHOICE INC.</u>	<u>jharvey@enchoice.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>ESI INTERNATIONAL, INC.</u>	<u>kcarella@esi-intl.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>EVANS NEWTON</u>	<u>latkinson@evansnewton.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>FAIRBANKS LLC</u>	<u>rjacobs@fairbanksllc.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>FAMILY TREE COMMUNITY SERVICES LLC</u>	<u>info@familytreeservices.org</u>	<u>Active</u>	<u>Inactive (X)</u>
<u>FIDELITY PARTNERS MEDICAL STAFFING, LLC</u>	<u>bo.depena@fidelitypartners.org</u>	<u>Active</u>	<u>A-Active</u>
<u>FIVE POINTS AND ASSOCIATES, INC.</u>	<u>elizabeth.vanacker@fiveptg.com</u>	<u>Active</u>	<u>A-Active</u>
<u>G4S YOUTH SERVICES LLC</u>	<u>ysregistration@us.g4s.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>GATEWAY TO SUCCESS, INC.</u>	<u>Gatewaytosuccessinc@hotmail.com</u>	<u>Active</u>	<u>Inactive</u>

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<u>GEO CARE, INC</u>	<u>procurement@correctcarers.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>HMR VETERANS SERVICES, INC.</u>	<u>hhilliard@hmrvti.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>HOLMES AND HOLMES CONTRACTING</u>	<u>sbmwt@yahoo.com</u>	<u>Active</u>	<u>Inactive (I)</u>
<u>HYPERION BIOTECHNOLOGY, INC.</u>	<u>bids@hyperionbiotechnology.com</u>	<u>Active</u>	<u>A-Active</u>
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<u>INFORMATION DISCOVERY SERVICES, LLC</u>	<u>Rstarkey@informationdiscovery.net</u>	<u>Active</u>	<u>Inactive (N)</u>
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<u>IRON DATA SOLUTIONS, INC.</u>	<u>rfp.licensing@irondata.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>ISTATION COM</u>	<u>proposals@istation.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>J.A. WHITE &amp; ASSOCIATES, INC.</u>	<u>jawwhite@jawwhite.com</u>	<u>Active</u>	<u>Inactive (N)</u>
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<u>LMC MED TRANSPORTATION, LLC.</u>	<u>tbeasley@lmcmedicaltransportation.com</u>	<u>Active</u>	<u>A-Active</u>
<u>LOCUMTENENS.COM</u>	<u>srakestraw@locumtenens.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>LOVELACE BIOMED. &amp; ENVIRON. RES. INST.</u>	<u>bd@lrri.org</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>LYNCH LAW FIRM, PLLC</u>	<u>nlynch@lynchlf.com</u>	<u>Active</u>	<u>A-Active</u>
<u>MARKER TEST DIAGNOSTICS</u>	<u>carton@markertest.com</u>	<u>Active</u>	<u>Inactive</u>

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<u>MEDICAL DOCTOR ASSOCIATES, LLC</u>	<a href="mailto:MDAProcurement@mdainc.com">MDAProcurement@mdainc.com</a>	Active	<u>Inactive (N)</u>
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<u>OMNIPHASIC INSTITUTE</u>	<a href="mailto:lynda.tussay@omniphasic.com">lynda.tussay@omniphasic.com</a>	Active	<u>Inactive (I)</u>
<u>ONE CORNER AT A TIME</u>	<a href="mailto:gpaschal@onecorneratatime.com">gpaschal@onecorneratatime.com</a>	Active	<u>A-Active</u>
<u>OPTIMAL IN HOME CARE INC.</u>	<a href="mailto:optimal6992@sbcglobal.net">optimal6992@sbcglobal.net</a>	Active	<u>A-Active</u>
<u>PEDIGO STAFFING SERVICES</u>	<a href="mailto:debbiep@pedigostaffing.com">debbiep@pedigostaffing.com</a>	Active	<u>A-Active</u>
<u>PG TECHNICAL SERVICES LLC</u>	<a href="mailto:pixieg@austin.rr.com">pixieg@austin.rr.com</a>	Active	<u>Inactive (N)</u>
<u>PHOENIX TRANSPORT &amp; ENTERPRISE LLC</u>	<a href="mailto:phoenixtne@yahoo.com">phoenixtne@yahoo.com</a>	Active	<u>Inactive (N)</u>
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<u>RG TALENT SOLUTIONS, LLC</u>	<a href="mailto:rcalhoun@rgtalentsolutions.com">rcalhoun@rgtalentsolutions.com</a>	Active	<u>A-Active</u>
<u>RM WALKER TRAINING &amp; FACILITATION</u>	<a href="mailto:TRAININGALL@ATT.NET">TRAININGALL@ATT.NET</a>	Active	<u>A-Active</u>
<u>SAMS CONTRACTING</u>	<a href="mailto:aron@samsct.com">aron@samsct.com</a>	Active	<u>A-Active</u>

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<u>SOCIAL WORKERS AS NEEDED LLC</u>	<u>S.W.A.N@SBCGLOBAL.NET</u>	Active	A-Active
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<u>SOS PERSONNEL</u>	<u>soosubs@gmail.com</u>	Active	Inactive (N)
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<u>SYSTEMS &amp; METHODS, INC.</u>	<u>procurement@smimail.net</u>	Active	Inactive (N)
<u>TEAM ALLIANCE SPORTS, LLC</u>	<u>tsportsa@att.net</u>	Active	A-Active
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<u>THE SHAKEN BABY ALLIANCE</u>	<u>barmstrong@shakenbaby.org</u>	Active	Inactive (N)
<u>THE VINE SCHOOL</u>	<u>thevineschool@gmail.com</u>	Active	Inactive (N)
<u>THINK THROUGH LEARNING INC</u>	<u>cswango@thinkthroughmath.com</u>	Active	Inactive (N)
<u>TRANSITIONAL LIFE</u>	<u>dempsey_70714@yahoo.com</u>	Active	Inactive (N)

<u>Company Name</u>	<u>Email</u>	<u>CMBL Status</u>	<u>HUB Status</u>
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<u>VENTURE STAFFING NETWORK</u>	<u>Jodi.Watkins@VentureStaffingNetwork.com</u>	<u>Active</u>	<u>A-Active</u>
<u>VERSE STAFFING AND CONSULTING, LLC</u>	<u>versestaffing@gmail.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>VITAL RESEARCH</u>	<u>bids@vitalresearch.com</u>	<u>Active</u>	<u>Inactive (N)</u>
<u>WELLSPRING WELLNESS MANIFEST</u>	<u>wwm_ccc@aol.com</u>	<u>Active</u>	<u>A-Active</u>
<u>YOUR TURN FOR OPPORTUNITY, LLC</u>	<u>yourturnforopportunity@outlook.com</u>	<u>Active</u>	<u>A-Active</u>

Search found 129 vendors, 56 are HUB's, Includes 0 Inactive Vendors.  
 Search Condition : SearchType=CMBL Only,Section1 Class Code=952,Section1 Item(s)=(59),Section2 Class Code=924,Section2 Item(s)=(74)

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CMBL for DARS Autism Services  
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**Section Three - Final Solicitation**

**CMBL Listing for each class item code - Excel  
formatted for HSAS HUB entry**

**Not Applicable**

**Section Three - Final Solicitation**

**-PCS 126 CMBL Supplemental Approval Request**





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## **Section Three - Final Solicitation**

**Printed Copy of the Terms and Conditions**

## STANDARD GRANT ASSURANCES

Contractor will comply with the following regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of OARS funds for this OARS-assisted project. Some assurances are related only to cost principles for cost reporting.

The Contractor shall:

1. Not use funds awarded under this grant to cover costs or expenses associated with other grants or with unrestricted fund activities.
2. Inform the OARS Program Lead Contact as soon as, but no later than two business days after, the following types of conditions (not inclusive) become known:
  - a. Problems, delays, or adverse conditions that will materially impair the ability to meet the objectives of the grant. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
  - b. Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.
  - c. Legal or financial difficulties (i.e., lawsuit, IRS issues) that could have subsequent effects on the program.
3. Observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for projects funded by OARS. Both the Contractor and all subcontractors, except those that are state agencies, shall maintain the following:
  - a. Workers Compensation: in accordance with Statutory Limits
  - b. Employers Liability: Each Accident \$1,000,000 including  
Disease: Each Employee \$1,000,000  
Disease: Policy Limit \$1,000,000
  - c. Commercial Automobile Liability: Coverage provided should include any automobile, including hired and non-owned automobile liability at \$1,000,000 combined single limit for each accident
  - d. Commercial General Liability shall be occurrence based and include the following limits:  
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  
Damage to Premises Rented to You: \$50,000
  - e. Professional Liability: \$1,000,000 limit
  - f. A contractor or subcontractor that is a state agency shall provide an affidavit or written attestation that the entity is a state agency, and as such does not

maintain commercial general liability insurance, worker's compensation insurance and/or employer's liability insurance. As such, the contractor or subcontractor that is a state agency bears its own risks and assumes all liability for claims of personal injury and/or property damage that may occur as a result of this contract.

- g. A contractor or subcontractor that is a state agency shall, at its own expense, secure and deliver to OARS a certificate of insurance demonstrating that the agency has commercial automobile liability insurance for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00 combined single limit for bodily injury and property damage not less than thirty (30) calendar days prior to the commencement of this contract and shall keep such insurance in force at all times during the term of this contract and any subsequent amendments.
4. Ensure all of the following:
    - a. All Certificates of insurance shall identify the described location site and the service or product being provided to the agency.
    - b. All the insurance policies shall be issued from a company or companies having both a Financial Strength Rating of "A" or better, and a Financial Size Category Class of "VII" or better from A. M. Best Company, Inc.
    - c. OARS, its Board, Officers, Directors, and Employees shall be named as Additional Insureds to all applicable insurance coverages.
    - d. Policies with a retroactive date shall have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract.
    - e. All policies should be on an occurrence-made basis with the exception of Professional Liability coverage. If Professional Liability coverage is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the Contract and acceptance by the state agency. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Contract.
  5. Notify, in writing, the OARS Program Lead Contact responsible for the project of any proposed change in program activities or physical location for work performed under this grant at least 30 calendar days in advance of change.

NOTE: No funds will be authorized for services resulting from changes in program objectives activities, personnel and timelines that have not received prior approval by OARS.

6. Obtain prior written approval from OARS before entering into an agreement that subcontracts any portion of Contractor's Autism Program services.

Subcontracts entered into by Contractor will be in writing.

7. Arrange for a financial and compliance audit (Single Audit) if required by OMS CIRCULAR A-133 and/or UGMS.
  - a. The audit will be of Contractor's fiscal year.
  - b. The audit must be conducted by an independent certified public accountant (CPA) and must be in accordance with applicable Government Auditing Standards, OMS circulars, and UGMS. Contractor will procure audit services in compliance with state procurement procedures, OMS CIRCULAR A-133, UGMS, and the State of Texas Single Audit Circular, 1 TEX. ADMIN. CODE ANN. §5.167.
  - c. Contractor will submit a copy of their audit report to OARS and to the Health and Human Services Office of Inspector General within the earlier of 30 calendar days after receipt from independent CPA or nine months after the end of the audit period, unless a longer period is agreed to in advance by OARS or a different period is specified in a program-specific audit guide.
  - d. If the Contractor is not required to obtain a Single Audit,
    1. the Contractor shall obtain annual audits of its financial statements conducted by an independent auditor in compliance with generally accepted auditing standards (GAAS), as published by the American Institute of Certified Public Accountants.
    2. the audit report must be submitted to OARS within 90 days of the end of the Contractor's fiscal year.
8. Understand and agree that if funds are not being spent on schedule with the grant plan, OARS has the authority to re-allocate such funds during the third and fourth quarter of the budget period.
9. Use funds paid to the Contractor under the provisions of the grant to supplement and increase the level of funds that would be available for the purposes for which federal funds are provided under a separate grant for identical purposes, and not to supplant such non-federal funds.
10. Implement adequate and appropriate policies to prevent fraud, waste, and abuse.
11. Include among the Contractor's personnel, or obtain the services of, individuals able to communicate in the native languages of OARS clients who have limited English-speaking ability, and ensure that appropriate modes of communication are used for all OARS clients.

## STANDARD TERMS AND CONDITIONS

**A. Sovereign Immunity.** Nothing in this Contract shall be construed as a waiver of 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 State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this 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. OARS does not waive any privileges, rights, defenses, or immunities available to OARS by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

**B. Severability.** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

**C. Survival of Terms.** Termination of the Contract for any reason shall not release the Respondent from liability or obligation set forth in the Contract that is expressly stated to survive any such termination or that by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice, and fees verification.

**D. Funds Availability.** This Contract is subject to the availability of state and/or federal funds appropriated for the purposes of this Contract. If funds are not appropriated or made unavailable or if available funding is reduced, OARS will provide the Contractor with written notice of termination or any necessary payment suspension, or funding reduction. The Contractor will have no right of action against the State of Texas or OARS in the event that OARS is unable to fulfill its obligations under this Contract as a result of a lack of sufficient funding.

**E. Amendments.** This Contract represents the entire agreement of the parties. Any changes, deletions, extensions or amendments to this Contract shall be in writing and signed by both parties, except for Unilateral Amendments issued by OARS. A Unilateral Amendment may be provided in writing from the OARS assigned contract manager to the Contractor under the following circumstances including, but not limited to:

1. to correct an obvious clerical error in this Contract;
2. to incorporate new or revised federal or state laws, regulations, rules, or policies;
3. to change the name of the Contractor to reflect the Contractor's name, as recorded by the Texas Secretary of State; or
4. to amend the contact name and address.



**F. Contractor Notification.** The Contractor will notify OARS:

1. within 2 business days if at any time the Contractor is not in compliance with the provisions of this Contract. A false statement regarding the Contractor's compliance with the terms of this Contract may be treated as a material breach of this Contract and may be grounds for OARS to terminate the Contract; and
2. . at least 60 calendar days before the intended effective date of any change in legal entity status, such as a change in ownership or control, name, legal status with the Texas Secretary of State, or Texas Identification Number issued by the Texas Comptroller of Public Accounts .

**G. Participation of Historically Underutilized Businesses (HUBs).** The Contractor shall comply with the HUB requirements identified in the solicitation under which the Contractor applied, if applicable.

**H. Assignments.** The Contractor may not assign a OARS contract in whole or in part, or any right or duty required under the Contract, without first obtaining written approval from OARS. Unless otherwise approved in writing by OARS, assignment will not release the Contractor who is the assignor from the contractual obligations .

**I. Subcontracting.** The Contractor accepts liability and retains responsibility for the performance of subcontractors providing services under the terms of this Contract. Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of the Contractor. No subcontract under the Contract will relieve the Contractor of the responsibility for ensuring that the requested services are provided. The Contractor accepts responsibility for compensating any party with whom the Contractor enters into a subcontract to provide services under the terms of this Contract. If the Contractor uses a subcontractor for any or all of the work required, the following conditions will apply:

1. contractors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors ;
2. . subcontracting shall be conducted solely at the Contractor's expense;
3. OARS retains the right to check a subcontractor's background and approve or reject the use of submitted subcontractors ;
4. The Contractor shall be the sole contact for OARS; and
5. The Contractor shall list a designated point of contact for all OARS inquiries

**J. Independent Contractor.** The Contractor , Contractor's employees , representatives , agents, and any subcontractors shall serve as independent contractors with respect to OARS in providing services under this Contract, and as such the Contractor's employees are not employees of OARS, are not eligible for OARS employee benefits, and shall not represent themselves as OARS employees. Contractor is responsible for

providing all legally required unemployment and workers' compensation insurance for the Contractor's employees.

**K. Insurance.** The Contractor represents and warrants that it will, within five business days of the execution of the Contract, provide OARS with current certificates of insurance or other proof acceptable to OARS of the insurance required by this Contract. As applicable to the Contract requirements, the Contractor's insurance coverage must be in effect for the complete term of the Contract. If the required insurance coverage policies expire during the term of the Contract, to include any subsequent contract extensions, the Contractor must provide OARS' contract manager with a new insurance certificate at least 10 business days prior to the expiration of the existing insurance coverage. The certificate must show that the terms and financial amounts of the insurance coverage comply with the Contract requirements and will become effective as of the expiration date and time for the existing coverage. The Contractor is responsible for notifying the OARS' contract manager within five business days about any cancellation, non-renewal, or material change in insurance terms that affects required insurance coverage. In the event that the Contractor fails to keep in effect at all times the required insurance coverage, OARS may, in addition to any other remedies it may have, terminate the Contract, subject to the provisions of the Contract. The Contractor is responsible for any deductible or self-insured retention requirements in the required insurance coverage.

**L. Disclosures under the Act.** The Contractor's records related to this Contract are subject to the requirements of Texas Government Code, Chapter 552. Public Information (the Public Information Act). Pursuant to Texas Government Code, Section 2252.907, the Contractor agrees to make information not otherwise exempted from disclosure under Chapter 552 available in a format specified by OARS and accessible by the public.

**M. HOLD HARMLESS AND INDEMNIFICATION.** TO THE EXTENT ALLOWED BY LAW, CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, OARS, AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS CONNECTED WITH ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR WILL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY OARS. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE THE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS OARS OR THE STATE FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF OARS OR ITS EMPLOYEES ACTING IN THEIR CAPACITY AS AN EMPLOYEE OF OARS. IF CONTRACTOR IS A PHYSICIAN OR PSYCHIATRIST, THE STATE OF TEXAS SHALL INDEMNIFY CONTRACTOR IN ACCORDANCE WITH TEX. CIV. PRACT. & REM. CODE, CHAPTER 104; AND CONTRACTOR SHALL INDEMNIFY AND HOLD

**HARMLESS OARS, ITS EMPLOYEES AND AGENTS, ONLY WHEN ACTUAL DAMAGES, AND/OR COURT COSTS AND ATTORNEYS' FEES ARE ADJUDGED AGAINST OARS DUE TO CONTRACTOR'S WILLFUL OR WRONGFUL ACT OR ACTS OF GROSS NEGLIGENCE OR WHEN THE COURT IN ITS JUDGMENT OR A JURY IN ITS VERDICT FINDS THAT CONTRACTOR ACTED IN BAD FAITH, WITH CONSCIOUS INDIFFERENCE OR RECKLESS DISREGARD.**

**N. Conflict of Interest.** The Contractor warrants that it has no interest and will acquire no direct or indirect interest that would conflict in any manner with its performance under this Contract.

**O. Renewal.** If the procurement leading to this Contract allows non-competitive renewal, such renewal will be based on OARS' determination that the Contractor is in compliance with all terms of the Contract, OARS' continuing need for the services, and available funding.

**P. Information Security and Confidentiality.** The Contractor and any of its subcontractors associated with this Contract will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of OARS-related information and to protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations and OARS policies and procedures.

1. Different requirements apply to different types of contractors. Requirements that may apply include, but are not limited to:
  - i. State Vocational Rehabilitation Services Program at 34 C.F.R. Part 361;
  - ii. Federal Early Intervention Program for Infants and Toddlers with Disabilities at 34 C.F.R. Part 303;
  - iii. Texas Health and Safety Code Sections 85.113 Workplace Guidelines for State Contractors and 85.115 Confidentiality Guidelines;
  - iv. HIPAA privacy and security rules, 45 C.F.R. parts 160, 162 and 164;
  - v. American Recovery and Reinvestment Act of 2009, Sections 13400-13411 (42 U.S.C § 17921), Improved Privacy Provisions and Security Provisions;
  - vi. Title 1 Texas Administrative Code, Sections 202.1 Applicable Terms and Technologies for Information Security and 202.3 Security Standards for State Agencies through 202.28;
  - vii. Federal Information Security Management Act of 2002 (FISMA);
  - viii. Publication 1075-Tax Information Security Guidelines for Federal, State and Local Agencies;
  - ix. NIST Special Publication 800-53 Revision 3-Recommended Security Controls for Federal Information Systems and Organizations;

- x. NIST Special Publication 800-47-Security Guide for Interconnecting Information Technology Systems; and
  - xi. Health and Human Services Enterprise Information Security Standards and Guidelines.
2. Upon reasonable notice, the Contractor must provide and cause its subcontractors and agents to provide OARS or its designee with prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the scope of work including, but not limited to the Contractor's:
- i. information security policies;
  - ii. information security procedures;
  - iii. information security standards;
  - iv. information security guidelines; security plan in compliance with Special Publication 800-53 and Revision 4, published by the National Institute of Standards and Technology (NIST) and reports on security violations;
  - v. security acknowledgement agreements, signed by the Contractor's employees; and
  - vi. list of employees who have authorized access to OARS confidential information.

Items (i.) through (vi.) above are subject to OARS review and approval. Neither OARS review or approval, nor its failure to review or approve will relieve, waive, or satisfy any of the Contractor's obligations under this Contract.

3. The Contractor will provide and will require its subcontractors and agents to provide OARS with periodic written certification of compliance with controls and provisions relating to information security, including but not limited to those related to confidential data transfers and the handling and disposal of protected health information (PHI), electronic protected health information (EPHI), and personally identifiable information (PII).

Acceptable forms of written compliance may be, but are not limited to:

- i. Statement on Standards for Attestation Engagements (SSAE) No. 16, Service Organization Control (SOC) Report;
- ii. General Security Controls Audit;
- iii. Application Controls Audit;
- iv. Vulnerability Assessment; and
- v. Network/Systems Penetration Test.

4. Data Use Agreement (DUA). Unless the exception referenced in P.5. (below) applies, the requirements of the HHS-DARS Data Use Agreement (Governmental) or the HHS-DARS Data Use Agreement (Non-Governmental) are incorporated into this Contract. The agreement describes the contractor's rights and obligations with regard to confidential information and describes the limited purposes for which the Contractor may create, receive, maintain, use, disclose, or obtain confidential information. The term confidential information is defined in the agreement. Both the governmental and non-governmental versions are published on the OARS Contracts and Procurement page at <http://www.dars.state.tx.us /businessindex.shtml>.

5. Exception to requiring the OUA: The DUA is not required for the Contract because:

OThe Contractor does not access confidential information or the Contractor has an approved exemption from use of the DUA.

**Q. Record Retention.** The Contractor and any of its subcontractors associated with this Contract will retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this Contract for which a claim or report was submitted to OARS. The records and documents must be kept for three years after the date of submission of the final bill or until all billing-related questions are resolved, whichever is later.

**R. Authority to Audit.** Acceptance of funds under this Contract acts as acceptance of the authority of OARS, the State Auditor's Office (SAO), federal funding agency or any successor agency, to conduct an audit or investigation of the Contractor or any subcontractors in connection with those funds during the term of the Contract and thereafter, as provided by law. Upon request, the Contractor and any of its subcontractors associated with this Contract will provide OARS, the State Auditor's Office, the federal funding agency, their successor agencies, or any of their duly authorized representatives with any books, documents, papers and records that are directly pertinent to this Contract for the purpose of conducting audits, examinations, investigations, or matching funds validations, or for the purpose of making excerpts and transcriptions. The Contractor and subcontractors associated with this Contract will cooperate fully with the above parties in the conduct of an audit, examination, investigation, funds validation, or the making of excerpts and transcriptions. The Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor; the requirement to make books, records, documents and papers; and the requirement to cooperate is included in any subcontract that the Contractor awards under this Contract.

**S. OARS Monitoring.** The Contractor and any subcontractors associated with this Contract agree to permit on-site monitoring visits and desk reviews, as deemed necessary by OARS to review all financial or other records and management control systems relevant to the provision of goods and services under this Contract. The Contractor will include this requirement in any subcontract associated with this agreement.

**T. Remedies.** The Contractor and any of its subcontractors associated with this Contract will remedy in a timely manner, any weaknesses, deficiencies or program noncompliance found as a result of a review, audit or investigation, and any performance or fiscal exceptions found by OARS, the State Auditor's Office, the federal funding agency, their successor agencies, or any of their duly authorized representatives. The remedy can include a refund of disallowed costs or billed amounts or any other appropriate sanctions or penalties deemed necessary by OARS.

**U. Federal and State Requirements.** The Contractor will comply with all applicable state and federal laws, rules and regulations governing the provision of services under this Contract and state policies and procedures issued by OARS, including but not limited to requirements specifically stated in this Contract.

1. The Contractor agrees to comply with state and federal antidiscrimination laws, including without limitation:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
  - ii. Section 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794): This Contract may be subject to HHS's EIR accessibility requirements. If so, the Contractor must follow the terms and conditions published in HHS's Uniform Accessibility Clause;
  - 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 HHS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
2. The 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.
3. The 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. Applicable 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. The Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. The Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

4. The 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 U. S. Department of Agriculture or the U. S. Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
5. Upon request, the Contractor will provide the Health and Human Services Commission's (HHSC's) Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.
6. The Contractor must notify HHSC's Civil Rights Office about any civil rights complaints received relating to its performance under this Agreement. The notice must be delivered no more than 10 calendar days after the Contractor receives the 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: 1-888-388-6332  
Phone: (512) 438-4313  
TTY Toll Free: 1-877-432-7232  
Fax: (512) 438-5885

#### 7. Federal Grant Requirements.

If applicable, the Contractor will comply with:

- i. Title 34 C.F.R. Part 74, Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations;
  - ii. the Office of Management and Budget's (OMS) circulars A-133, A-110, A-21, A-87, A-102, A-122 and/or the OMS Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ;
  - iii. the Uniform Grant Management Standards (UGMS) issued by the State of Texas; and
  - iv. Contract Cost Principles and Procedures Title 48 Chapter 1 Subchapter E Part 31.
8. Reporting of Abuse, Neglect, or Exploitation. The Contractor will comply with Chapter 48, Human Resources Code, regarding reporting of abuse, exploitation, or neglect of persons who are disabled or are age 65 or older.
9. E-Verify. By entering into this Contract, the Contractor certifies and ensures that the Contractor utilizes and will continue to utilize, for the term of this Contract including any subsequent extensions, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
- i. all persons employed to perform duties in Texas, during the term of the Contract; and
  - ii. all persons (including subcontractors) assigned by the respondent to perform work pursuant to the Contract, within the United States.

The Contractor shall provide, upon the request of OARS, an electronic or hardcopy screenshot of either the confirmation screen or the tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form 1-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated contract.

10. If applicable, the Contractor will comply with:
- i. Health and Safety Code Section 85.113 (workplace and confidentiality guidelines regarding AIDS and HIV);



- ii. the requirements of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324a, *et seq.*) and any subsequent immigration laws related to verification of employment and the retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this Contract. including the Immigration Act of 1990 and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA);
- iii. all state and federal licensing and certification requirements and regulations prescribed by the U.S. Department of Health and Human Services, and OARS;
- iv. the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*);
- v. all of the mandatory standards and policies relating to energy efficiency contained in the state's energy conservation plan, Executive Order RP-49, and are related to the Energy Policy and Conservation Act (Pub.L.94-163);
- vi. the Fair Labor Standards Act (FLSA) (29 U.S.C. §201 *et seq.*) regarding minimum wages, overtime pay, recordkeeping, and child labor;
- vii. U.S.C. §675(4). which requires that Foster care maintenance payments must be expended for items that are provided by foster parents and facilities ; and
- viii. Referral of Debt to IRS for Tax Refund *Offset* 45 C.F.R. 31.

**V. . Anti-Trust.** In accepting the Contract, the Contractor certifies and agrees as follows:

1. Neither the Contractor , nor the person represented by the Contractor , nor any person acting for the represented person has:
  - i. violated the antitrust laws codified by Chapter 15. Business and Commerce Code, or the federal antitrust laws; or
  - ii. directly or indirectly communicated the bid or *offer* associated with this Contract to a competitor or other person engaged in the same line of business.
2. The Contractor hereby assigns to OARS any and all claims for overcharges associated with this Contract arising from the Contractor's violation of the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et seq. (1973), as amended, and the anti-trust laws of the State of Texas, Texas Business and Commerce Code. Section 15.01, et seq. (1967), as amended.

**W. Debts or Delinquencies to State.** If the Contractor is indebted to or owes delinquent taxes to the state, pursuant to §403.0551 of the Government Code, any payments owed to the Contractor under this Contract will be applied toward elimination of the Contractor's indebtedness to the state, delinquency in payment of taxes to the

state, or delinquency in payment of taxes that the Texas Comptroller of Public Accounts administers or collects until the indebtedness or delinquency is paid in full.

**X. . Withholding/Recoupment of Payments .** OARS may withhold or recoup payments due or paid under this Contract, in whole or in part, in the event of the Contractor's noncompliance with any term or provision of this Contract, any federal or state law or regulation, or any OARS rules or standards, including but not limited to the requirements specifically stated in this Contract, relating to the Contractor's performance under this Contract, as pursuant to 1 Texas Administrative Code section 392.317.

**Y. . Certifications .** The certifications below represent material facts upon which OARS relies when contracting for services. If OARS determines that the Contractor knowingly made erroneous certifications, OARS may pursue all available remedies in accordance with Texas and Federal law.

1. If this is a contract for goods or services that equals or exceeds \$25,000 or a grant or a subgrant in any amount, then the Contractor/grantee agrees as follows:

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts

- i. Neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or by the State of Texas.
- ii. The Contractor will include this certification statement (provided in item i, directly above), without modification, in all covered subcontracts and solicitations for all covered subcontracts.
- iii. The Contractor will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by OARS or other federal department or agency, as applicable.
- iv. A Contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the Contractor knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
- v. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this contract certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

- vi. Except for contracts authorized under this paragraph AA(1)iii of these terms, if a Contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, OARS may pursue available remedies, including suspension and/or debarment.
  - vii. The Contractor will provide immediate written notice to OARS if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - viii. Where the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this Contract.
2. If this Contract (including all subgrants or subcontracts) equals or exceeds \$100,000 the Contractor/grantee agrees as follows:  
Certification Regarding Lobbying (Certification for Contracts, Grants, Loans, and Cooperative Agreements)
- i. 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.
  - ii. 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 Form to Report Lobbying, in accordance with its instructions.
  - iii. The Contractor 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.
  - iv. This certification of the statements in paragraph AA (2) is a material representation of fact upon which reliance was placed by OARS 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 .

**Z. Prohibited Responses and Contracts.** Under Government Code, sections and 2261.053, as applicable, the vendor or Contractor certifies that the individual or business named in this Contract is eligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**AA. Intellectual Property.** OARS and any federal funding agency reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or State of Texas government purposes: 1. the copyright in any work developed under this Contract, and 2. any rights of copyright to which the contractor purchases ownership with contract support.

**BB. Buy Texas.** In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services. the contractor will purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside of the state .

**CC. Force Majeure.** OARS may grant relief from performance of the Contract if the Contractor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the contractor . The burden of proof for the need of such relief shall rest upon the Contractor. To obtain relief from performance of the Contract based on force majeure, the Contractor shall file a written request with OARS. The Contractor must provide OARS with proof of force majeure in writing within five business days of the Contractor's failure to perform in accordance with the Contract on the basis of force majeure or otherwise waive this right as a defense.

**DO. Dispute Resolution.** Disputes and claims for breach of contract against OARS or the State of Texas under this Contract will be resolved under the laws of the State of Texas, the Texas Government Code Chapter 2260 and OARS rules, policies, and procedures .

**EE. Failure to Perform.** If the Contractor fails to perform in accordance with the provisions of this Contract, OARS may upon written notice to the Contractor, take adverse action against the Contractor, up to and including terminating the Contract in whole or in part. If notice of termination is given, all work by the Contractor shall cease on the effective date of the termination, and OARS will not pay for work performed on or after the effective date of termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this Contract. Adverse action, including termination, may result from, but is not limited to:

1. violation of the terms of this Contract;
2. any evidence of abuse, neglect, or exploitation of consumers receiving services from the Contractor as substantiated by an investigation conducted by the Contractor, an external regulatory agency, or OARS;
3. any information giving OARS reason to believe that the health or safety of OARS consumers is compromised;
4. any change in ownership or change in control that OARS believes would adversely affect the delivery of services;
5. any real or apparent conflict of interest giving OARS reason to believe that continuation of the Contract is not in the best interest of OARS, the state, or OARS consumers; or
6. any violation of state or federal law.

**FF. Contract Termination .** This Contract may be terminated by mutual consent or by either party within 30 calendar days, with written notice. OARS "Notice of Termination" will be delivered to the Contractor, specifying the extent to which performance of work under the Contract is terminated and the date upon which the termination becomes effective. OARS shall not be liable to the Contractor for any work done or materials purchased after termination or for lost profits or other damages. The right to terminate is in addition to and not in lieu of the rights provided to OARS by this Contract.

**GG. Contract Terms.** The terms of this Contract are accepted by the parties of the Contract. By signing this Contract, the persons signing the Contract are certifying that they are authorized to obligate the party for whom they are signing to the terms of the Contract. For the convenience of the parties, the signatures of authorized representatives for each party may appear on separate pages.

## **Section Three - Final Solicitation**

### **Addenda**



HHS Procurement and  
Contracting Services (PCS)  
**SOLICITATION ADDENDUM**

**Solicitation Addendum No. 1**  
for  
**Solicitation No.: 538-16-3000029680**

<b>Date:</b> 5/15/2015	<b>PCS Procurement Project Manager:</b> Kevin Warren <b>Phone:</b> (512) 206-4772 / <b>Fax:</b> (512) 206-4605
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**DESCRIPTION OF THE ADDENDUM:**  
This Addendum is issued to reflect changes to the RFP.

**The following represents a change to the RFP:**

See 1.3, Procurement Schedule and 3.14.2 Submission, in the RFP. The proposal due date is changed from June 2, 2015, 2 p.m. (CST) to **June 5, 2015, 2 p.m. (CST)**.

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; **or**
2. Acknowledge receipt of this addendum on the cover page of your response; **or**
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time.

Authorized Signature:	Date:
Printed or Typed Name of Authorized Signature:	
Business Entity Name:	



HHS Procurement and  
Contracting Services (PCS)  
**SOLICITATION ADDENDUM**

**Solicitation Addendum No. 2**  
for  
**Solicitation No.: 538-16-3000029680**

<b>Date:</b> 5/22/2015	<b>PCS Procurement Project Manager:</b> Kevin Warren <b>Phone:</b> (512) 206-4772 / <b>Fax:</b> (512) 206-4605
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**DESCRIPTION OF THE ADDENDUM:**

This Addendum is issued to reflect changes to the RFP and HHSC responses to Vendor Questions.

**The following represent changes to the RFP:**

1. See **1.2 HHSC Point of Contact** in the RFP. The contact information is replaced in its entirety with the following contact information:

Kevin Warren, CTPM  
HHSC Procurement and Contracting Services (PCS)  
1100 W 49<sup>th</sup> St  
MC 2020  
Austin, TX 78756  
Phone: 512-406-2539  
[kevin.warren@hhsc.state.tx.us](mailto:kevin.warren@hhsc.state.tx.us)

2. See Section **1. General Information** in the RFP. 1.15 is added as follows:

**1.15 Cost/Price Adjustments in Option Periods**

DARS will consider a contractor's request for an increase in the hourly rate paid to them for providing the services only if such a request is received in writing supported by documentary evidence of the need for the increase, and is submitted to the DARS contract manager not later than thirty (30) calendar days prior to the expiration of the contract term. Any adjustment to pricing, if approved by DARS, will be based on available program funding and the documentation supporting the need for the increase submitted with the contractor's request for a rate increase.

3. See **2. Scope of Services**, #7 b. Employers Liability.

The requirements to maintain coverage for Disease: each Employee \$1,000,000, and Disease: Policy Limit \$1,000,000 are omitted.

4. See **3.14.2 Submission**, of the RFP. The Physical address for hand delivery and overnight and commercial mail is replaced in its entirety with the following physical address for hand delivery and



overnight and commercial mail:

Kevin Warren, CTPM  
HHSC Procurement and Contracting Services (PCS)  
1100 W 49<sup>th</sup> St  
MC 2020  
Austin, TX 78756

**The following are Vendor Questions received and HHSC responses:**

**Questions on HUB requirements:**

Q 1. If a respondent to RFP indicates they will not be subcontracting for services, will that disqualify them?

A. No. See Section 4.7 of the RFP, **Method 5: Respondent Does Not Intend to Subcontract.**

Q 2. Are applications weighted differently if they secure or don't secure HUB involvement?

A. No.

Q 3. Can you tell me how/where I learn more about HUB?

A. In addition to information in the RFP Section 4, HUB information is located at the following links:

- [http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/BO\\_HUB.shtml](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/BO_HUB.shtml)
- <http://comptroller.texas.gov/ssv/faghub.html>

Q 4. Please define HUB? Does it include only clinical services or any contractual services, e.g., copier?

A. A "Historically Underutilized Business" or HUB is defined as a for-profit entity that:

- has not exceeded the size standards prescribed by [34 TAC §20.23](#) and has its principal place of business in Texas; and
- is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

When a good or service, such as copier services, must be procured by the service provider in order to deliver the services under the contract, such services are considered subcontracting opportunities that could be filled by an entity that qualifies as a HUB. A HUB sub-contractor is any provider of goods or services necessary to perform the contractual requirements and not performed by the respondent.

Q 5. If HUB does include the copy machine (and other similar services), do you have to include HUBs of the sub-contractor as well?

A. The reporting process for a HUB subcontracting plan does not address any subcontracts entered into between a subcontractor and its subcontractors.

Q.6. What are some examples of how a program could use HUB subcontractors in the DARS autism program?

A. See Section 4.5 of the RFP, HHSC identified two class and item codes for potential subcontracting opportunities. The respondent should evaluate its ability to perform the services requested under the RFP and determine what portion of the work it will perform with its own resources and what portion of the work it will perform through subcontracts. Any work to be performed by a subcontractor is a HUB subcontracting opportunity and those opportunities must be addressed in the respondent's HUB Subcontracting Plan (HSP).

Q 7. To address the HUB issues, does that include subcontractors that are providing the actual services?

A. Yes.

Q 8. Can the subcontractor contract with more than 1 HUB?

A. There are no restrictions on the subcontractor's contracting activities.

Q 9. What about "Specialized Assessment" that provide psychological services to do the DARS required testing, are they a vendor? Are they a non-hub vendor.

A. Any opportunity to subcontract work under the contract, including providing assessment or psychological services, is considered a HUB subcontracting opportunity. Whether the subcontractor providing the service is a HUB depends upon whether the entity meets the HUB definition in question 4 above.

Q 10. For subcontractors that are actually providing the behavioral services, will they be considered a non-hub vendor? Is a state university a vendor? Shall we assume they are a vendor?

A. Subcontracting with a vendor to provide behavioral services is considered a HUB subcontracting opportunity. Under the definition of a HUB, a state university is not a HUB but is considered a potential vendor and represents a subcontracting opportunity.

Q.11. Page 17, 4.6: Our agency currently contracts with professors from a public university. If our proposal indicates a plan to continue to subcontract with this university specifically, do we still need to go through the HUB process?

A. Yes, you must show a good faith effort in completing your HSP. However, the RFP language encourages relationships with universities in Section B-4 C is where the respondent would provide justification for using a non-HUB subcontractor.

Q 12. We subcontract with a state university and a nonprofit entity and these subcontractors provide services for our program. If these subcontractors are considered HUB subcontracting opportunities, then I need to know which method to use. It is not #5 because we use subcontractors. Would it be #3 and we would just explain why we are not using HUB subcontractors?

A. Respondents should determine if your subcontractors are HUBs (see HUB definition in # 4 above). The method will be based on the HUB goals. Please refer to Section 4 of the RFP, descriptions of the methods.

Q 13. Our organization has had a contract with a state university for a professor's services since 2008. I estimate that our staff (BCBAs and Autism Techs) will be able to fulfill 90% of the DARS contract and will use this professor to fulfill the other 10% of the contract. Because we want to continue our working relationship with him, is it adequate and acceptable for me to state the below on question 2b of the

HUB Subcontracting Plan?

1. Portion of the work you will subcontract: 10%
2. % of the contract you expect to award to TX certified HUB: 0%
3. % of the contract you expect to award to non-HUB vendors: 100% of the 10% listed under #1

A. Yes this answers the required questions for Method 4 question 2b which is the method that is used when the HUB goal will not be met or exceeded. You are required to make a good faith effort to solicit HUB subcontractors see the RFP Section 4.

Q 14. Will respondents who are affiliated with a state university defer to the university's HUB processes and data?

A. No. Respondents must comply with the HUB subcontracting requirements stated in the RFP.

Q 15. Is the requisition number the same number as the RFP when filling out the HUB section 1?

A. Yes

Q 16. Please confirm which document related to HUB will need to be submitted on a monthly basis.

A. Prime Contractor [Progress Assessment Report](#) (PAR) monthly.

Q 17. If I have a part time therapist that performs work for me and other agencies, are they considered a subcontractor?

A. No. If the therapist is your employee they are not a subcontractor for your organization.

Q 18. Could you provide examples of method 5 and examples of resources, equipment and supplies?

A. Method 5 is used if your organization doesn't intend to subcontract because you have all of the necessary resources (employees), equipment (e.g. copier) and supplies (e.g. ABA specific materials) to perform all the requirements of the contract.

Q 19. If we contract with a university as a provider of services in another geographic area, how does HUB apply?

A. For an entity to qualify as a Texas-certified HUB the entity must have its principal place of business in Texas; otherwise, geography has no bearing on the requirements of the HUB Subcontracting Plan

Q 20. What are possible justifications for not subcontracting?

A. Method 5 requires an organization to provide an explanation of how the organization will perform all the required services with its own resources. Methods 3 and 4 require an organization to provide a justification for why a HUB subcontractor was not used.

**NOTE: If the respondent is planning to subcontract they must follow the requirements for solicitation of HUB subcontractors which includes allowing 7 calendar days for responses to be received. All documentation i.e. phone log, email and faxes must be submitted with your HSP plan.**

**Questions on General or Administrative Requirements:**

Q 21. Is the bid open date the same as when the RFP was released, or is it when it is due or is it when it is awarded?

A. There is not a bid opening. There is a proposal due date which is June 5, 2015.

Q 22. Who will be reading the RFP proposals?

A. An evaluation team.

Q 23. Is the 5 million dollars for 1 year or for a two year period? How does that compare to the amount that was appropriated last session?

A. The \$5,000,000 amount referred to in the RFP related to the program's original funding which was provided as historical information. The current funding for the DARS Autism program for FY2015 is \$4.4 million. The funding for two years is \$8.8 million.

Q 24. On some of the forms it asks for a vendor ID. To our knowledge we do not have a vendor ID, as we always use our Federal Tax ID number. Will the federal tax ID be acceptable? If not how do we locate our vendor ID number?

A. The vendor ID is assigned by the Texas Comptroller to entities who contract with state agencies. All current vendors have a vendor ID that has been assigned by the Texas Comptroller. A federal tax ID is not acceptable. If you do not have a vendor ID and are a successful respondent there is a process to have one assigned.

Q 25. Is it allowable to submit letters of recommendation along with the grant application?

A. Letters of recommendation will not be considered in the evaluation process.

Q 26. Page 7, 1.7.3: Do we disclose any past state employment for staff members within our entire agency or just within the program that will potentially receive this funding?

A. The disclosure is for your entire agency. See Part 4 of Respondent Information and Disclosures.

Q 27. Are former employees of a school district considered employees of a state agency?

A. No. The RFP specifically requires disclosure of HHSC enterprise former employees only.

Q 28. How many children in Texas can receive comprehensive services?

A. This will be determined by legislative direction.

Q 29. How many children are currently in the program and being served?

A. As of March 31, 2015 197 children had been served in FY2015.

Q 30. How many children do you propose to be able to serve?

A. Each applicant will propose a number of children to be served for a specific region.

Q 31. Are there limits or restrictions on the number of clients that service providers may accept?

A. Contract expectations are determined as part of contract negotiations. There will be a minimum expectation of the number of children served for the funds allocated.

Q 32. How many contracts will be awarded in regions 3, 6, 7, 8, 10 and 11?

A. The intent is to award at least one. See Section 5 paragraph 2 of the RFP.

Q 33. Which HHSC regions and/or counties are most in need of the requested services?

A. All HHSC regions are in need of the requested services.

Q 34. Are you awarding companies contracts in multiple regions?

A. It is possible for a single organization to be awarded contracts in more than one region. See **3.14.1 Number of Copies**. If proposing to provide services in multiple regions, a respondent must submit separate complete proposals for each region, following all of the instructions in this RFP.

Q 35. Once contracts have been awarded as a result of this RFP, would HHSC expect to contract with additional providers in the 2-year span this RFP covers?

A. No

Q 36. Are published rates available?

A. Yes. The hourly rates that are currently paid under existing contracts for these services range from \$37 to \$49.

Q 37. Is the hourly rate the same for comprehensive and focused?

A. Yes.

**Questions on Program Requirements:**

Q 38. Can we just apply to provide Comprehensive ABA Services?

A. No, you must apply for focused services in order for your application to be considered.

Q.39. Page 26, 5: Will there be a specific allocation of funds between Focused and Comprehensive Services indicated in the contract or is that to be determined by the provider and outlined in the proposal?

A. The applicant will propose the services to be provided and the number of children to be served. The Hourly Rate Workbook determines the funding for those services. The contract will reflect the number to be served in each service.

Q 40. In the RFQ [sic] it says: Successful respondents "will be required to provide Focused ABA Services and may also propose to provide Comprehensive ABA Services." Can respondents also offer occupational therapy services and educational trainings on effectively working with children with Autism and their families? Or is the RFQ [sic] strictly seeking ABA services?

A. The RFP is issued for purposes of procuring only ABA services.

Q 41. Page 5, 1.4.2: It states that we can include Comprehensive ABA Services in our proposal in addition to the Focused ABA Services. However, since the Comprehensive ABA Services may not be authorized/funded, does our agency need to include a plan for funds allocated in our budget for Comprehensive Services or would that be discussed during negotiations?

A. You should apply to provide the services that your agency desires and include them in your budget. If DARS receives legislative direction to change the service options this will be discussed as part of the contract negotiations. If Comprehensive ABA services are not included in the DARS funding, your organization will not have to provide the service.

Q 42. Page 8, 2.1: If our agency submits a proposal to serve children ages three through fifteen, will we be required to allocate openings based on age?

A. No. The applicant will include in their response how they propose to maintain an interest list and how children will be removed from the interest list and enrolled in services.

Q 43. If we are using a subcontractor, can we use their existing wait list?

A. The DARS requirement is for an interest list of children who have been determined eligible for the program. If the subcontractor has an existing interest list of eligible children then children can be enrolled off of that list.

Q 44. Page 25, 2c: If a client moves into our region from a different region and still has remaining eligibility, would we be required to give that client priority in our region or is priority only given within the same region when a focused client has additional eligibility?

A. There is no DARS requirement that you would prioritize a child from another region; the child would be added to your interest list according to DARS rule and your policy.

Q 45. Regarding the application question #7 page 3: please clarify - is this question asking who we have on our team that has the ability to diagnose or rule out autism? Or do you mean the availability of diagnosticians in the general community/area at large?

A. The purpose of the question is to allow Respondent to identify any diagnostician available within Respondent's service area, including staff.

Q 46. Are we required to have a clinical licensed psychologist on staff?

A. No

Q 47. Are we required to give a diagnosis of Autism to our potential clients?

A. No, but children are required to have a diagnosis to receive the services.

Q 48. If our staff performs the diagnosis, would we still be eligible to provide ongoing services?

A. Yes.

Q 49. On the sample contract, #16.b., do we **not** need to evaluate children using one of the allowed test tools laid out in section 16.a?

A. No. The testing requirement does not pertain to children in Focused ABA Services. Instead data on operationally defined target behaviors will be collected.

Q 50. Are we required to conduct a FBA (functional behavioral assessment)?

A. It is not a requirement of the DARS Autism program, but if it is necessary for the individual child it should be completed based on the clinical opinion of the BCBA.

Q 51. Are the evaluations in section 16.a. required to be done by a licensed psychologist, psychiatrist, social worker or other licensed professional?

A. Please refer to the chart in the contract Special Terms and Conditions #16 for who can administer evaluations.

Q.52. If a child enters the program and receives focused ABA services, exits the program, then returns again later for another session, would that child be counted as 1 or 2 when answering question #24.

A. The child counts as one for each fiscal year service is received.

Q 53. Can you give an example of how comprehensive services will be delivered as compared to focused services? Is the key distinction the intensity, or kinds of programming?

A. Please refer to the DARS rules, the DARS contract attachment C, and the RFP for the requirements.

Q.54. Page 50, Attachment C (also referenced on Page 26, 4)

a) Please explain the purpose and rationale for the need for Attachment C?

b) Can we remove the list of “strategies” in Attachment C and give an overview of our teaching approach and philosophy in behavior analytic terms for question 8?

c) If removing Attachment C is not an option, is this an exhaustive list of approved teaching strategies or is this simply an example and each contractor will have an individualized strategy chart?

d) What sort of documentation will be required to show this throughout interventions?

A. Per direction of the Texas Legislature, the DARS Autism Program provides evidence-based interventions in Focused and Comprehensive ABA Services. Following recommendations in the [UT study](#) DARS requires that Focused ABA Services utilize the treatment strategies identified in Attachment C as those with the most robust evidence of effectiveness for the types of issues appropriately addresses through Focused ABA Services. Per the sample contract in the RFP, Special Terms and Conditions #4: “Focused ABA Services: Contractor must provide Focused ABA Services according to the Treatment Strategies Chart, Attachment C and Texas Administrative Code, Title 40, Part 2, Chapter 105, Autism Program.” The intent is that these strategies will be used for Focused ABA Services and that generally recognized programming is covered in one of these strategies. Documentation can be found in the treatment plan and service notes and in the review of progress notes.

Q 55. Are there parameters within which providers must adhere regarding where services may be delivered?

A. Services can be provided in the home, community or clinic setting.

Q 56. If we have children with a higher need level based on assessment, and we project they will need all 30 hours per month, is it okay if all the children get 30 hours per month? Is the 25 hours per month

on the worksheet utilized to account for some absences each month?

A. The intent of the DARS Focused ABA services is to serve children with a variety of levels of need for intensity of services. Intensity of services is based on assessment of need. The 25 hours per month on the worksheet is a formula to allow for variety of service levels.

Q 57. Referring to the 125 hours total per year, this allows for 5 months only. Why does this not allow for 6 months per the rules for 1 fiscal year?

A. The worksheet assumes that not every child will be in services for the maximum annual allowable period of six months.

Q 58. Can you confirm that DARS funded clients should have no insurance coverage or other sources of funding?

A. No, children aren't precluded from receiving services based on their insurance or financial status. Additionally DARS must be the payer of last resort and all families pay a cost share.

Q 59. Comprehensive, can families/insurance pay for therapy beyond 20 hours?

A. Yes, but DARS must be the payer of last resort for the DARS eligible hours. Additionally a child receiving hours above the 20 per week must not impact the contractor's capacity to serve the contracted number of children or to expend all of the allocated DARS funds.

Q 60. Are we required to be in network with all private insurances that have ABA –Autism coverage? If not, can we not accept those specific patients into our program?

A. The contract states in Special Terms and Conditions 8 (b) that the contractor must take the steps required to be an enrolled provider in all third party payer, public and private plans, for which DARS autism clients are enrolled. Contractor must maintain documentation of any barriers to becoming an enrolled provider. This is to ensure that DARS is the payer of last resort. Children should not be denied enrollment based on this.

Q 61. To bill the DARS program, do we need proof of denial within the 30 days from the Date of Service?

A. Contractor is responsible for filing claims for an individual child's services within 30 calendar days of the services being provided when services are covered under an applicable third party payer policy. Contractor is required to file claims within applicable claims filing deadlines and appeal claims, when appropriate, within the applicable deadlines. Proof of denial or reimbursement of third party insurance must be obtained prior to billing the DARS Autism program and may not be available within 30 days of service delivery.

Q 62. On the sample contract, #25, is there a state agency that DARS suggests we utilize for background checks?

A. No

Q 63. Regarding Part B #4 and #5, how does DARS define or differentiate staff "training" and staff "development"?

The training requirements are referring to the requirements for staff to be qualified to provide the



services per DARS rules. Staff development refers to the individualized annual plans for staff to grow and improve their competency.

Q 64. Are audited financials a requirement of the RFP and/or the contract?

A. Please see the contract Standard Grant Assurances #7 to determine if this applies.

Q. 65. Are the contracts to be awarded as a result of the RFP funded with state or federal funds? Is any portion of the funding derived from federal funds?

A. The contracts are funded entirely with state funds.

Please acknowledge receipt of this addendum in your proposal. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; **or**
2. Acknowledge receipt of this addendum on the cover page of your response; **or**
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time.

Authorized Signature:	Date:
Printed or Typed Name of Authorized Signature:	
Business Entity Name:	

**Section Three - Final Solicitation**

**-PCS 409 Texas Register Notification of  
Consulting Procurement  
Not Applicable**

## **Section Three - Final Solicitation**

### **Vendor Conference Documents**

**Sign-in Sheet**  
**Vendor Conference**  
**DARS Services to Children with Autism, Ages Three through Fifteen**  
**RFP # 538-16-3000029680**  
**May 7, 2015**  
**2:00 p.m.**

Name (Print)	Company/Organization	Email Address	Phone #
Melinda Benjumea	MITHMIZA of Harris County	melinda.benjumea@mithmiza-harris.org	7139707972
ALONZO ANDREWS	University of Texas at SAN ANTONIO	ALONZO.ANDREWS@UTSA.EDU	210-458-2007
Fuj Zwisch	Autism Treatment Center	izwisch@atofkxas.com	510-556-2107
KEN BARRY	CENTRIA HEALTHCARE	KBARRY@CENTRIAHEALTHCARE.COM	2149243118
Justin Russell	Easter Seals Central Texas	jrusse11@easterseals.tx.org	979-776-2372
Cheyl Allan	Easter Seals East Texas	callene.eastersealstx.org	817-390-2823
Duy Le	Child Study Center	DuyLe@cscfu.org	(712)
Jessica Portilla	Easter Seals Central TX	jportilla@eastersealstx.org	714615-6867

**Sign-in Sheet**  
**Vendor Conference**  
**DARS Services to Children with Autism, Ages Three through Fifteen**  
**RFP # 538-16-3000029680**  
**May 7, 2015**  
**2:00 p.m.**

Name (Print)	Company/Organization	Email Address	Phone #
Jennifer Friesen	Easter Seals North Texas	jfriesen@ntx.easterseals.com	972-939-3903
Rachel Pantermueh	Autism Treatment Center	rpantermueh@atc-of-texas.org	210-599-7733
Jorge Gouardoy	P.G. Psych. Assoc.	PGPA.jgouardoy@pgpa.com	986-999-3880
KEVIN CALLAHAN	UNT KRISTIN FARMER AUTISM	callahan@unt.edu	(940) 369-5373
Ellen Catpe	Texana Center	Ellen.Catpe@texanacenter.com	281-239-1497

**Sign-in Sheet**  
**Vendor Conference**  
**DARS Services to Children with Autism, Ages Three through Fifteen**  
**RFP # 538-16-3000029680**  
**May 7, 2015**  
**2:00 p.m.**

Name (Print)	Company/Organization	Email Address	Phone #
Melinda Benjumea	MHMIRA of Harris County	melinda.benjumea@mhmvacharris.org	7139707972
ALONZO ANDREWS	University of Texas at SAN ANTONIO	ALONZO.ANDREWS@UTSA.EDU	210-450-2007
TJY ZWICK	Autism Treatment Center	jzwick@atofkx.com	512-210-5500 - 2107
KEN BARRY	CENTRIA HEALTHCARE	KBARRY@CENTRIAHEALTHCARE.COM	2149243118
Justin Russell	Easter Seals Central Texas	jrussell@eastersealstx.org	791-776-2372
Cheryl Allen	Easter Seals East Texas	callene.eastersealstx.org	817-390-2823
Duy Le	Child Study Center	DuyLe@escfu.org	(712)
Jessica Portillo	Easter Seals Central TX	jportillo@eastersealstx.org	714615-6867

**Sign-in Sheet**  
**Vendor Conference**  
**DARS Services to Children with Autism, Ages Three through Fifteen**  
**RFP # 538-16-3000029680**  
**May 7, 2015**  
**2:00 p.m.**

Name (Print)	Company/Organization	Email Address	Phone #
Jennifer Friesen	Easter Seals North-Texas	jfriesen@ntx.easterseals.com	972-934-3903
Rachel Pantermueh	Autism Treatment Center	rpantermueh@ateof-texas.org	210-599-7733
Jorge Gonzalez	P.G. Psych. Assoc.	pgpa.jgonzalez@pgpa.com	281-994-3880
KEVIN CALLAHAN	UNT KRISTIN FARMER AUTISM	callahan@unt.edu	(940) 369-5373
Ellen Cate	Texana Center	Ellen.Cate@texanacenter.com	281-239-1497

**Sign-in Sheet**  
**Vendor Conference**  
**DARS Services to Children with Autism, Ages Three through Fifteen**  
**RFP # 538-16-3000029680**  
**May 7, 2015**  
**2:00 p.m.**

<b>Name (Print)</b>	<b>Company/Organization</b>	<b>Email Address</b>	<b>Phone #</b>
Melinda Benjumea	MHMRA of Harris County	<a href="mailto:Melinda.benjumea@mhmraharris.org">Melinda.benjumea@mhmraharris.org</a>	713-970-7972
Alonzo Andrews	University of Texas at San Antonio	<a href="mailto:Alonzo.andrews@utsa.edu">Alonzo.andrews@utsa.edu</a>	210-458-2007
Ivy Zwicker	Autism Treatment Center	<a href="mailto:izwicker@atcoftexas.org">izwicker@atcoftexas.org</a>	210-590-2107
Rachel Pantermuehl	Autism Treatment Center	<a href="mailto:rpantermuehl@atcoftexas.org">rpantermuehl@atcoftexas.org</a>	210-599-7733
Ken Barry	Centria Healthcare	<a href="mailto:kbarry@centriahealthcare.com">kbarry@centriahealthcare.com</a>	214-924-3118
Justin Russell	Easter Seals Central Texas	<a href="mailto:jrussell@eastersealstx.org">jrussell@eastersealstx.org</a>	512-615-6867
Jessica Portilla	Easter Seals Central Texas	<a href="mailto:jporetilla@eastersealstx.org">jporetilla@eastersealstx.org</a>	512-615-6867
Cheryl Allen	Easter Seals East Texas	<a href="mailto:callen@eastersealsetx.org">callen@eastersealsetx.org</a>	979-776-2872
Duy Le	Child Study Center	<a href="mailto:duyle@cscfw.org">duyle@cscfw.org</a>	817-390-2823



Jennifer Friesen	Easter Seals North Texas	<a href="mailto:jfriesen@ntx.easterseals.com">jfriesen@ntx.easterseals.com</a>	972-939-3903
Jorge Gonzales	PG. Psych Associates	<a href="mailto:pgpaigonzales@rgvpgpa.com">pgpaigonzales@rgvpgpa.com</a>	956-994-3880
Kevin Callahan	UNT Kristin Farmer Autism	<a href="mailto:Callahan@unt.edu">Callahan@unt.edu</a>	948-369-5373
Ellen Catoe	Texana Center	<a href="mailto:Ellen.catoe@texanacenter.com">Ellen.catoe@texanacenter.com</a>	281-239-1497



**Kyle L. Janek M.D., Executive Commissioner**

## **VENDOR CONFERENCE**

**Services to Children with Autism, Ages Three  
through Fifteen**

**Request for Proposal (RFP)**

**No. 538-16-3000029680**

**May 7, 2015 2:00 PM CST**

# Welcome

## ❖ Introductions

- Kevin Warren, Purchaser, HHSC
- Joanie Cooksey, Autism Specialist, DARS
- Stella Roland, HHSC HUB Administrator
- Toysha Martin, Asst. General Counsel, DARS

# Vendor Conference Overview

- ❖ **Procurement Activities**
- ❖ **Program/Project Overview**
- ❖ **HUB Subcontracting Plan**
- ❖ **Legal Overview**  
=====
- ❖ **Break**  
=====
- ❖ **Preliminary Responses to Questions**
- ❖ **Closing**

# PCS Procurement Activities

- ❖ Sole Point of Contact
- ❖ Contract Type and Term
- ❖ RFP Addenda
- ❖ Question and Answer Process
- ❖ Solicitation Access and Announcements  
<http://www.hhsc.state.tx.us/contract/538163000029680/announcements.shtml>
- ❖ Submission Requirements
- ❖ Proposal Organization
- ❖ Proposal Screening, Evaluation, and Award



# Procurement Schedule

- RFP Release Date April 28, 2015
- Vendor Conference May 7, 2015
- Vendor Questions Due May 12, 2015
- HHSC Posts Responses to Vendor Questions May 15, 2015
- Proposals Due June 2, 2015
- Tentative Award Announcement August 1, 2015
- Contract Effective Date September 1, 2015

# **Program / Project Overview**

**Joanie Cooksey**

**Autism Specialist, DARS**

# Overview

## Legislative Update – Funding

### Scope of Services

- **Current Program Configuration**
- **Comprehensive and Focused ABA**
- **Age Range**
- **Pre and Post Testing**
- **DARS services and ISD services**
- **Payor of Last Resort**
- **Monthly Reporting**



# Hourly Rate Workbook

Hourly Rate represents all costs for performing the services including:

- Salaries of staff who deliver the service, oversee the service and provide parent training
- Salaries or allocation of salaries for those who bill for services and enter services into the DARS data system
- Space costs
- Travel costs if services are delivered in the home or community setting
- Supplies and materials

# **Historically Underutilized Business (HUB) Requirements**

**Stella Roland**  
**HHSC HUB Administrator**

# Agenda Topics

- I. RFP Section 4 Historically Underutilized Business Participation Requirements**
  
- II. HUB Subcontracting Plan Development and Submission**
  - i. HSP Quick Checklist – *Handout***
  - ii. HSP Methods**
  - iii. HUB Subcontracting Notification Form**
  
- III. HSP Prime Contractor Progress Assessment Report**

# **I. Historically Underutilized Business Participation Requirements**

# **I. RFP Section 4.0 Historically Underutilized Business Participation Requirements**

- **HUB Participation Goals – Section 4.3**
- **Potential Subcontracting Opportunities – Section 4.5**
- **Centralized master Bidders List and HUB directory – Section 4.5**
- **Vendor Intends to Subcontract – Section 4.7**



# **I. RFP Section 4.0 Historically Underutilized Business Participation Requirements (cont.)**

- **Minority or Women Trade Organizations – Section 4.7.2**
- **Self Performance – Section 4.8**
- **HSP Changes After Contract Award – Section 4.8**
- **Reporting and Compliance with the HSP – Section 4.8**

## **II. HUB Subcontracting Plan (HSP) Development and Submission**

**Note: All Respondents **must submit** a HSP regardless if its intent is to subcontract or self perform all the work under the Contract.**



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

**-- Agency Special Instructions/Additional Requirements --**

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Please thoroughly read the instructions contained in this HUB Subcontracting Plan. When completing the HUB plan, you must:

- First, find the method that applies to you; see the HHSC Quick Checklist and RFP Section 4 Historically Underutilized Business Participation to make this determination.
- If you are awarded this contract, you must notify all subcontractors of their selection as a

**If HSP is inadequate, response will be rejected**



**HUB GOALS**



**Special reminders and instructions**



**HSP Information Page**



# **i. HSP Quick Checklist**

***\*\* See Checklist Handout\*\****

## **ii HSP Methods**

### **Note:**

- **There are five (5) Method Options to choose from in order to develop and submit the HSP.**
- **Respondent's should indicate their response which Method Option was selected.**

# METHOD OPTIONS

**A Respondent may choose from one of the following methods when completing the HSP:**

- **Method I – if 100% of your subcontracting opportunities will be performed using only HUB vendors;**
- **Method II – if one or more of the subcontracting opportunities identified will be performed using HUB protégé's;**
- **Method III – if a combination of HUBs and Non-HUBs are used to perform the subcontracting work identified AND the HUB goal identified in the solicitation is met or exceeded;**

# **METHOD OPTIONS**

**A Respondent may choose from one of the following methods when completing the HSP (cont.):**

- **Method IV – if a combination of HUBs and Non-HUBs are used to perform the subcontracting work identified AND the HUB goal identified in the solicitation is not met or exceeded; and**
- **Method V - if the Respondent intends to self perform all of the work utilizing their own resources, equipment, employees, and supplies.**

# **ALL METHODS**

**For ALL Methods the following steps are required to be completed on the HSP Form:**

- **Page 1 - Section 1 - Respondent and Requisition Information.**
- **Page 2 - Company and Requisition Information.**
- **Page 2 - Section 2(a) – Subcontracting Intentions.**
- **Section 4 – Affirmation and Sign.**





# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

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- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

**-- Agency Special Instructions/Additional Requirements --**

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Please thoroughly read the instructions contained in this HUB Subcontracting Plan. When completing the HUB plan, you must:

- First, find the method that applies to you; see the HHSC Quick Checklist and RFP Section 4 Historically Underutilized Business Participation to make this determination.
- If you are awarded this contract, you must notify all subcontractors of their selection as a

**If HSP is inadequate, response will be rejected**



**HUB GOALS**

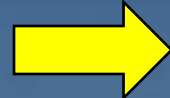


**Special reminders and instructions**



**HSP Information Page**

Company Name  
and Requisition #



Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

Subcontracting  
Intentions:



#### SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
- Yes, I will be subcontracting portions of the contract. (If Yes, complete item b. of this SECTION and continue to item c. of this SECTION.)
  - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentage of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than 15 new subcontracting opportunities, a continuation sheet is available online at <http://www.state.tx.us/procurement/prog/hubhub-subcontracting-plan/>)

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, item b.
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to item d. of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

Check – "Yes"  
if you plan to  
subcontract

Check – "No"  
if you will **not** be  
subcontracting  
any portion of the  
contract

## Step by Step

### Section 4; Affirmation



### Signature Affirms that Information Provided is True and Correct.



#### SECTION 3 SELF-PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that reflects whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

#### SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that: it awarded any portion of the acquisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of the selection as a subcontractor for the awarded contract. The notice must specify at a minimum: the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at: <http://www.wv.gov/electronicprocurement/proc/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature	Printed Name	Title	Date
<b>REMNINDER:</b>			
▶ If you responded "No" to SECTION 2, Items c, d, e, and f, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Item b.			
▶ If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Item b.			





## **METHOD I**

**If all (100%) of your subcontracting opportunities will be performed using only HUB vendors, complete:**

- **All of the steps in Sections 1, 2, and 4 of the HSP.**
- **Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors.**
- **Section 2 c. – Yes.**
- **HSP GFE Method A (Attachment A) – Complete this attachment for each subcontracting opportunity.**

## Step by Step

Complete Section 2-b; List all the portions of work you will subcontract, and indicate the % of the contract you expect to award to all HUBs.

Complete Section 2-c; Yes if you will be using **only HUBs** to perform all Subcontracting Opportunities in 2-b.

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

### SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete item b, of this SECTION and continue to item c of this SECTION.)

- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentage of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than **15** subcontracting opportunities, a continuation sheet is available online at <http://www.state.tx.us/procurement/prog/hub/sub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

- No (If No, continue to item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)



## **METHOD II**

**If any of your subcontracting opportunities will be performed using **HUB protégés**, complete:**

- **All of the steps in Section 1, 2 and 4 of the HSP.**
- **Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors.**
- **HSP GFE Method B (Attachment B) – Complete Section B-1, B-2 and B-4 only for each subcontracting opportunity as applicable.**



## Step by Step

Complete Section 2-b; List all the portions of work you will subcontract, and indicate the % of the contract you expect to award to HUB Protégés.

Skip Sections 2-c and 2-d.

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

### SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
- Yes, I will be subcontracting portions of the contract. (If Yes, complete item b, of this SECTION and continue to item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentage of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than 15 new subcontracting opportunities, a continuation sheet is available online at <http://www.state.tx.us/procurement/prog/hub/sub-contracting-plan>)

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, item b.
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

# HSP GFE Method B (Attachment B)



## Complete Sections B-1; and



## B-2 only for each HUB Protégé subcontracting opportunity.



### HSP Good Faith Effort - Method B (Attachment B)

(Rev. 10/11)

Enter your company's name here: \_\_\_\_\_ Requisition # \_\_\_\_\_

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed HSP Good Faith Effort - Method B (Attachment B) for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/proghub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

#### SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

#### SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting to Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3.)

#### SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person.

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proghub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmb/hub.html>. HUB Status code "M" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/yyyy)	Did the HUB Respond?
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency.

A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proghub/mwb-links-1/>

- d. Enter the name of the minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/yyyy)	Was the Notice Accepted?
	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP GFE Method B (Attachment B)



## B-4 List the HUB Protégé(s) Selected to perform the subcontracting opportunity



### HSP Good Faith Effort - Method B (Attachment B) cont.

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

#### SECTION B-4 SUBCONTRACTOR SELECTION

- a. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas Certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas Certified HUB	VID # (Require Texas Certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- b. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

\_\_\_\_\_

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



## METHOD III

If you are subcontracting with HUBs and Non-HUBs, and the aggregate percentage of **subcontracting with HUBs in which the HUB Goal** identified in the solicitation is **met or exceeded**, complete:

- All of the steps in Section 1, 2, and 4 of the HSP.
- Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors and Non HUB vendors.
- Section 2 c. – No.
- Section 2 d. – Yes.
- HSP GFE Method A (Attachment A) – Complete this attachment for each subcontracting opportunity.

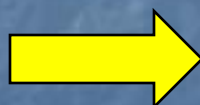


## Step by Step

Complete Section 2-b; List all the portions of work you will subcontract, and indicated the % of the contract you expect to award to HUBs and Non-HUBs.



Complete Section 2-c; No, to using only HUBs to perform all Subcontracting Opportunities in 2-b.



Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

### SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
  - Yes, I will be subcontracting portions of the contract. (If Yes, complete item b, of this SECTION and continue to item c of this SECTION.)
  - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentage of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://www.state.tx.us/procurement/prog/hub/sub-contracting-plan>)

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, item b.
  - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
  - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

## Step by Step

Complete Section 2-d; No, to the Aggregate % of the contract expected to be subcontracted to HUBs to meet or exceed the HUB goal, which you have a contract agreement in place for five (5) years or less.



Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

### SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
  - Yes, I will be subcontracting portions of the contract. (If Yes, complete item b, of this SECTION and continue to item c of this SECTION.)
  - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentage of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than 15 new subcontracting opportunities, a continuation sheet is available online at <http://www.tdsas.com/procurement/prog/hub/sub-contracting-plan>)

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, item b.
  - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
  - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)



## **METHOD IV**

If you are subcontracting with HUBs and Non-HUBs, and the aggregate percentage of **subcontracting with HUBs, holding an existing contract with HUBs for 5 years or less, does not meet or exceed the HUB Goal** identified in the solicitation, complete:

- All of the steps in Section 1, 2, and 4 of the HSP;
- Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to HUB vendors and Non HUB vendors;
- Section 2 c. – No;
- Section 2 d. – No;
- HSP GFE Method B (Attachment B) – Complete this attachment for each subcontracting opportunity.



## Step by Step

Complete Section 2-b; List all the portions of work you will subcontract, and indicated the % of the contract you expect to award to HUBs and Non-HUBs.



Complete Section 2-c; No, to using only HUBs to perform all Subcontracting Opportunities in 2-b.



Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

### SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
  - Yes, I will be subcontracting portions of the contract. (If Yes, complete item b, of this SECTION and continue to item c of this SECTION.)
  - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentage of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than 15 new subcontracting opportunities, a continuation sheet is available online at <http://www.state.tx.us/procurement/prog/hub/sub-contracting-plan>)

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, item b.
  - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
  - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

## Step by Step

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

### SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
- Yes, I will be subcontracting portions of the contract. (If Yes, complete item b, of this SECTION and continue to item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentage of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than 15 new subcontracting opportunities, a continuation sheet is available online at <http://www.state.tx.us/procurement/prog/hub/sub-contracting-plan>)

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, item b.
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

Complete Section 2-d; No, to the Aggregate % of the contract expected to be subcontracted to HUBs to meet or exceed the HUB goal, which you have a contract agreement in place for five (5) years or less.



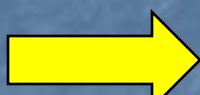
# HSP GFE Method B (Attachment B)



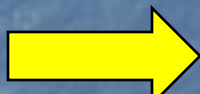
## Complete Section B-1; and



## Section B-2 only for each subcontracting opportunity.



## Good Faith Efforts to find Texas Certified HUB Vendors



### HSP Good Faith Effort - Method B (Attachment B)

(Rev. 10/11)

Enter your company's name here: \_\_\_\_\_ Requisition # \_\_\_\_\_

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed HSP Good Faith Effort - Method B (Attachment B) for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/proghub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

#### SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

#### SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting (b) Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3.)

#### SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person.

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proghub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmb/hub/hub.html>. HUB Status code "AF" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency.

A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proghub/mwb-links-1/>

- d. Enter the name of the minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No



# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

## SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2 MENTOR PROTEGE PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP GFE Method B (Attachment B)



## Written Notification Requirements



## List 3 HUBs Contacted for this Subcontracting Opportunity





# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

## SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP GFE Method B (Attachment B)



# Written Notification To Trade Organizations



# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

## SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP GFE Method B (Attachment B)



# List Trade Organizations Notified with Dates Sent/Accepted.



## HSP GFE Method B (Attachment B)



### HSP Good Faith Effort - Method B (Attachment B) cont.

Enter your company's name here: \_\_\_\_\_ Requirement #: \_\_\_\_\_

#### SECTION B-4 SUBCONTRACTOR SELECTION

- a. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas Certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas Certified HUB	VID # (Required for Texas Certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- b. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Provide written justification why a HUB was not selected for this Subcontracting Opportunity





## **METHOD V**

**If you are not subcontracting any portion of the contract and will be fulfilling the entire contract **with your own resources (i.e., equipment, supplies, materials, and/or employees)**, complete:**

- **All of the steps in Section 1, 2, and 4 of the HSP.**
- **Section 3 – Self Performing Justification,**

## Section 3; Self Performing Justification



List the specific page(s)/section(s) of your proposal response, OR in the space provided, which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.



### SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

### SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that it awarded any portion of the acquisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of the selection as a subcontractor for the awarded contract. The notice must specify at a minimum: the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at: <http://www.wv.gov/electronicprocurement/proc/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Printed Name

Title

Date

- REMEMBER:**
- If you responded "No" to SECTION 2, Item c, you must complete an HSP Good Faith Effort - Method A (Attachment A) for each of the subcontracting opportunities you listed in SECTION 2, Item b.
  - If you responded "No" SECTION 2, Item c and d, you must complete an HSP Good Faith Effort - Method B (Attachment B) for each of the subcontracting opportunities you listed in SECTION 2, Item b.

# **iii HUB Subcontracting Opportunity Notification Form**

# Sample for Respondent's Use.



## HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the regulation to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to minority/women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity identified in Section C reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

Section A		PRIME CONTRACTOR'S INFORMATION	
Company Name:	_____	State of Texas VID #:	_____
Point-of-Contact:	_____	Phone #:	_____
E-mail Address:	_____	Fax #:	_____

Section B		CONTRACTING STATE AGENCY AND REQUESTION INFORMATION	
Agency Name:	_____		
Point-of-Contact:	_____	Phone #:	_____
Requestion #:	_____	Bid Open Date:	_____

Section C		SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1.	Potential Subcontractor's Bid Response Due Date:	<p><b>Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on:</b> _____</p> <p><small>(Time)</small></p> <p><small>(Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to <u>at least three (3)</u> Texas certified HUBs, and allow the HUBs <u>at least seven (7) working days</u> to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers <u>at least seven (7) working days</u> prior to submitting our bid response to the contracting agency.)</small></p>	
2.	Scope of Work:		
3.	Required Qualifications:		
	<input type="checkbox"/> - Not Applicable		
4.	Bonding/Insurance Requirements:		
	<input type="checkbox"/> - Not Applicable		
5.	Location to review plans/specifications:		
	<input type="checkbox"/> - Not Applicable		

# **III. HSP Prime Contractor Progress Assessment Report**

## **Section 4.9**



# HSP Prime Contractor Progress Assessment Report



## HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

*This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.*

Contract/Requisition Number: \_\_\_\_\_ Date of Award: \_\_\_\_\_ Object Code: \_\_\_\_\_  
(mm/dd/yyyy) (Agency Use Only)

Contracting Agency/University Name: \_\_\_\_\_

Contractor (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Reporting (Month) Period: \_\_\_\_\_ Total Amount Paid this Reporting Period to Contractor: \$ \_\_\_\_\_

### Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract \$ Amount from HSP with Subcontractor	Total \$ Amount Paid This Reporting Period to Subcontractor	Total Contract \$ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	

- Required with ALL Pay Requests
- List ALL Sub payments (HUBs & Non-HUBs)
- Required even if not subcontracting

# **Legal Overview**

**Toysha Martin**

**Assistant General Counsel, DARS**

# Legal Overview

- ❖ **Texas Public Information Act: Proprietary Information & Trade Secrets**
- ❖ **Consistency in Submission of Vendor Proposals**
- ❖ **Collusion**
- ❖ **Apparent or Actual Conflicts of Interest**
- ❖ **Revolving Door**
- ❖ **Permissible Contact**

# Texas Public Information Act

## RFP Section 3.13.1

### General Requirement for the Release of Proposals

- Proposals will be subject to the Texas Public Information Act (the Act), located in [Chapter 552 of the Texas Government Code](#), and may be disclosed to the public upon request. Subject to the Act, vendors may protect trade secret and confidential information from public release. If the vendor asserts that information provided in the proposal is trade secrets or other confidential information, it must clearly mark such information in boldface type and include the words “confidential” or “trade secret” at top of the page. Furthermore, the vendor must identify trade secret or confidential information, and provide an explanation of why the information is excepted from public disclosure, on the Vendor Information and Disclosures form



# Vendors must Protect their Trade Secrets and Proprietary Data when submitting a Proposal

- Read & Review Texas Gov't Code §552.104
- Read & Review Texas Gov't Code §552.110
- Vendors are responsible to review the requirements of the Texas Public Information Act. Vendors should consult the Texas Attorney General's website ([www.oag.state.tx.us](http://www.oag.state.tx.us)) for information concerning the Act's application to proposals and potential exceptions to disclosure.
- The Attorney General makes the final determination of what is and is not exempted from the Open Records Act. The Attorney General will also determine what is and is not proprietary and trade secret.

## **Gov't Code §552.104**

### **Information Relating to Competition or Bidding**

- (a) Information is excepted from the requirement of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.
- (b) The requirement of Section 522.022 that a category of information listed under Section 522.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

## Gov't Code §552.110

### Trade Secrets and Certain Commercial or Financial Information

- (a) A trade secret obtained from a person and privileged or confidential by statute or judicial decision is excepted from [required public disclosure].
- (b) Commercial or financial information for which it is demonstrated based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained is excepted from [required public disclosure].
- (c) However, the Texas Legislature enacted The Texas Uniform Trade Secrets Act effective as of September 1, 2013. This Act may impact former common law Trade Secrets protections and requirements. See, Senate Bill 953, Tex. Leg, Regular Session (2013).



# The Importance of Consistency in Vendor Proposal Submission

- Please read all instructions to complete Vendor Proposal.
- Apply common sense.
- When in doubt, apply consistent actions throughout the preparation of the Vendor Proposal



# Definition of Collusion

**(This is not exhaustive but merely representative)**

- Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another.
- Such agreements are usually secretive, and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating.
- The collusion, therefore, makes the bargaining process inherently unfair.
- Collusion can involve price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

# RFP Section 1.7.2

## CONFLICT OF INTEREST

- A vendor must certify that it does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract (see the Required Certifications form). Additionally, if applicable, the vendor must disclose all potential conflicts of interest.
- The vendor must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Vendor Information and Disclosures form) over the course of the contract. HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in Health and Human Services Commission disqualification of a proposal or termination of the contract.**

# RFP Section 1.7.3

## FORMER EMPLOYEES OF A STATE AGENCY

- Vendors must comply with Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., [Texas Government Code §572.054](#) and [45 C.F.R. §74.43](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.



# Permissible Contact

- The sole point of contact for inquiries concerning this RFP is:

Kevin Warren, CTPM

[kevin.warren@hhsc.state.tx.us](mailto:kevin.warren@hhsc.state.tx.us)

(512) 206-4772

# **Texas Health and Human Services Commission**

## **Question Submittal**

# Texas Health and Human Services Commission

**Break**

# Texas Health and Human Services Commission

## Answers to Questions and Closing Comments

# Texas Health and Human Services Commission

**Thank You!**



**Burns,Debra A (HHSC)**

---

**From:** Warren, Kevin (HHSC)  
**Sent:** Tuesday, May 05, 2015 12:47 PM  
**To:** Roland, Stella (HHSC)  
**Subject:** slides-DARS Autism vendor conference-Thursday  
**Attachments:** Vendor Conference presentation 538-16-3000029680.pptx

Stella,

Attached is the power point for Thursday.

Kevin Warren, CTPM  
Procurement Project Manager  
Procurement & Contracting Services (PCS) Health & Human Services Commission (HHSC)  
4405 N. Lamar Blvd.  
Austin, Texas 78756  
Phone: 512-206-4772  
Fax: 512-206-4605  
Email: [kevin.warren@hhsc.state.tx.us](mailto:kevin.warren@hhsc.state.tx.us)

PCS welcomes your feedback and requests your assistance in disseminating information by completing the PCS Customer Survey at the following link:

[http://www.surveymonkey.com/s.aspx?sm=rZZNiF849v5R6a35JY4xvA\\_3d\\_3d](http://www.surveymonkey.com/s.aspx?sm=rZZNiF849v5R6a35JY4xvA_3d_3d)

## **Section Three - Final Solicitation**

### **Intent to Respond Notices**

**(when applicable)**

**Not Applicable**