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Request for Proposals (RFP)

For Employee Assistance Program

RFP No. HHS0001728

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Responses Due: November 20, 2018

NIGP Class/Item Code:

915-05 Low Call Volume Services
915-49 High Volume Telephone Call Answering Services
915-85 Support Services
948-07 Administrative Services
952-21 Counseling Services
952-38 Employee Assistance Programs
958-56 Health Care Management
961-75 Translation Services

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ARTICLE 1. EXECUTIVE SUMMARY, AUTHORITY, AND DEFINITIONS

1.1 EXECUTIVE SUMMARY

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human services 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 Services (HHS) agencies.

The State of Texas, by and through HHSC, seeks an Employee Assistance Program (EAP) to provide statewide professional services in accordance with the specifications contained in this Request for Proposal (RFP). HHSC's mission for this procurement is to provide a confidential resource and safe environment to assist HHS employees with issues that may impact their job performance or work behavior. The EAP will be a resource to assist the HHSC and the Texas Department of State Health Services (DSHS) with promoting emotional health and wellness at work and at home. The approximate number of employees (headcount) at HHSC is 35,400 and at DSHS is 3,000.

HHSC's objectives for this procurement are:

- a) secure an EAP Contractor to provide a broad scope of services to include high quality assessment, short-term counseling, and referrals for long-term counseling, if necessary, to Employee(s) and Employee(s)' Dependent(s) utilizing EAP services;
- b) provide services with consideration given the fact that HHS agencies include persons of diverse language; cultural, ethnic and religious backgrounds; and persons with disabilities;
- c) promote emotional health and wellness at work and at home;
- d) provide access to a variety of services as listed in this RFP;
- e) provide employees and supervisors with tools to effectively manage work and personal issues; and
- f) provide supportive, professional, confidential, and timely assistance.

To be considered for award, Respondents must execute **Exhibit A, Affirmations and Solicitation Acceptance, v 1.3** and **Exhibit B, Federal Assurances and Certifications** of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

1.2 DEFINITIONS

Refer to **Exhibit C, HHSC Uniform Terms and Conditions, Vendor, v 2.15** and **Exhibit D, System Agency's Supplemental and Special Terms and Conditions, v 1.2**, for additional definitions.

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

“AA” or “Level AA” means the level of compliance that the guidelines comply with. Guidelines are developed by Web Accessibility Initiative (WAI) and also list versions series.

“Accessibility” means people with disabilities can access the same information and perform the same functions as anyone else. Accessible products must be:

- Perceivable – content available to most senses;
- Operable – usable by keyboard, mouse, voice;
- Understandable – readable, predictable, instructions provided; and
- Robust – works with a variety of users and assistive technology (any item, piece of equipment, or system, whether acquired commercially, modified, or customized, that is commonly used to increase, maintain, or improve functional capabilities of individuals with disabilities).

To achieve this, all electronic documents, websites, and other forms of information technology provided by the Respondent to meet this Contract must comply fully with all provisions of Section 508 of the 1973 Rehabilitation Act 29 U.S.C. §794d; 36 C.F.R. Part 1194 and Section 255 of the Telecommunications Act of 1934, as amended 47 U.S.C §255. Web based applications, web sites, and other electronic documents conforming to all Level A and Level AA of the Web Content Accessibility Guidelines 2.0 published by the World Wide Web consortium shall be considered to meet the requirements of Section 508 of the 1973 Rehabilitation Act. **See also Exhibit E Uniform EIR Accessibility Clause.**

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

“Article” means the separate numbered part of the RFP Solicitation excluding Attachments or Exhibits. Example: Article 1.

“Contractor” means the Party selected to provide the services under the contract if any.

“Employee(s) and Employee(s)’ Dependent(s)” (also referred to as “Participant”) means the following individuals eligible for EAP services:

- an employee of HHS (the approximate number of employees (headcount) at HHSC is 35,400 and at DSHS is 3,000); or
- an HHS employee’s spouse (including common law spouse); or
- an HHS employee’s dependent child (including natural/biological child, adopted child, stepchild, foster child, legal ward/guardian) who is twenty-six (26) years of age or younger, and
 - resides in the same household; or
 - does not reside in the same household, but is covered under a Qualified Medical Support Order;
- an HHS employee’s disabled dependent child who is eligible for health insurance coverage under the Group Benefit Plan administered by the Employees Retirement System of Texas (ERS); or
- an individual whom an HHS employee is legally claiming as a dependent for federal income tax purposes in the current year; or

- an employee’s child (including natural/biological child, adopted child, stepchild, foster child, legal ward/guardian) of any age who has served or is currently serving in the military.

“Employee Assistance Program (EAP)” means a confidential workplace service that helps employees deal with work-life stressors, improve life style, better physical and mental health, poor morale, family issues, financial concerns, relationship problems, and even drug or legal concerns. Available to both employees and their families to help workers remain productive at work. Employees have a confidential place to go with their personal problems. It also helps employees deal with stressors — from drug abuse to legal problems, etc.

“ESBD” means the Electronic State Business Daily, the electronic marketplace where State of Texas bid opportunities over \$25,000 are posted. The ESBD may currently be accessed at <http://www.txsmartbuy.com/sp>

“HHS” means the Health and Human Services which includes the HHSC and DSHS.

“PHI” means Protected Health Information. The HIPAA Privacy Rule provides federal protections for personal health information held by covered entities and gives patients an array of rights with respect to that information.

“Provider” means one that provides direct services and/or on behalf of the Contractor (counselors, trainers, affiliates, etc.).

“Required Submittal” means a document the Respondent is required to submit with RFP response.

“Respondent” means the entity responding to this Solicitation.

“Section” means sub-parts within or under the Article, in the body of the RFP Solicitation. Example: 1.1 Title would be the section.

“W3C” means World Wide Web Consortium. The W3C is the standards governing body for all web technologies.

“WAI” means Web Accessibility Initiative which is a program within the W3C (World Wide Web Consortium) that develops the guidelines.

“WCAG” or “WGA” means Web Content Accessibility Guideline. Reference guidelines for accessibility requirements for Federal 508, HHS Policy and ISO. Federal 508 also includes additional requirements for hardware and communications technologies and extends the WCAG guidelines to apply them to software.

1.3 AUTHORITY

The System Agency is soliciting the services listed herein under Title 10, Subtitle D of the Texas Government Code and Section 531.039 of the Texas Government Code.

ARTICLE 2. SCOPE OF WORK/SPECIFICATIONS

2.1 DESCRIPTION OF SERVICES/STATEMENT OF WORK/SPECIFICATIONS

2.1.1 General Information

Health and Human Services (HHS) provides an Employee Assistance Program (EAP) for its employees and their family members. HHS recognizes that a variety of personal problems can disrupt employees' personal and work lives. While many employees may solve their problems on their own or with the help of friends, family, or community organizations, employees may also need professional assistance and advice.

The EAP provides confidential access to professional counseling, training and educational services for help in confronting such personal problems as work stress, alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all HHS Employees and Employees' Dependents and offers problem assessments, short-term counseling, referrals to appropriate community services, and referrals for long-term counseling.

The State Employee Health Fitness and Education Act 1983 as codified in Chapter 664 of the Texas Government Code authorizes state agencies to establish wellness programs such as an EAP. An EAP must be designed to assist organizations in addressing productivity issues by assisting employees in identifying and resolving personal concerns. These concerns include, but are not limited to: health, marital, work, family, financial, alcohol and other substance abuse, legal, emotional, stress, or other personal issues that may affect job performance. Through the EAP, Participants can confidentially and without charge utilize services including, but not limited to:

- a) Toll-free, 24-hour, seven (7) days a week telephonic access to professional counselors for consultation, referral, and crisis management;
- b) Professional assessment of issues related to mental health, substance abuse, the workplace, and other challenges in living such as: family and/or marriage counseling, depression, stress, gambling addiction, financial difficulties, anger management, coping with change, natural disasters, and workplace violence;
- c) Face-to-face, short-term focused counseling for individuals and families; up to a maximum of six (6) counseling sessions per issue for the purpose of identifying areas of concern and for problem-solving;
- d) Referral for additional services, including referrals to long-term counseling professionals as needed;
- e) Promotional and educational materials covering a range of emotional, family, work, and living skills;
- f) Education and training opportunities related to life and work issues;
- g) Critical Incident Stress Debriefings; and
- h) EAP work-site services for supervisors, managers, and human resource professionals to deal with unusual and complex issues.

The EAP is strictly confidential and is designed to safeguard the Participant's privacy and rights. All providers are expected to be guided by a Professional Code of Ethics.

Any changes to the delivery of services provided by the Contractor under this RFP should be communicated and submitted to the HHSC Contract Manager for approval at least sixty (60) days prior to implementation.

2.1.2 Services Implementation Plan

2.1.2.1 Transition Plan

An acceptable transition plan is required from the new Contractor immediately after contract execution and prior to implementation of the new contract. The transition plan should, include a process for continuation of services to ensure the best possible outcome, define the responsibilities of all parties involved in the implementation process and provide contact information.

HHSC expects the Contractor to cooperate to ensure a seamless transition with any future EAP Contractor.

2.1.2.2 On-Site Overview

Within the first thirty (30) calendar days after Contract execution, at a mutually agreed upon time, the Contractor will present an on-site, condensed overview of the EAP to key stakeholders in Austin. The overview will provide key stakeholders with a description of the EAP services; its benefits, its impact on working conditions, and how to access services.

2.1.2.3 Informational Campaign

In support of an informational campaign to be conducted within the first thirty (30) calendar days after Contract execution, Contractor shall provide:

- a) An EAP orientation for employees in electronic format that complies with WCAG 2.0 AA.
- b) Education strategy and distribution of Pamphlets, brochures, posters, wallet cards (the minimum number of pamphlets, brochures and wallet cards needed will be the number of employees in each HHS agency plus twenty percent (20%) to be used for newly hired employees); and
- c) Informational website that complies with WCAG 2.0 AA and includes all information provided through the pamphlets, brochures, posters and wallet cards mentioned above.

All printed materials provided shall be offered in an accessible format, for example, in large print or accessible electronic or braille format.

2.1.3 Work Requirements

The services defined and described in this section are the minimum HHSC will require the Contractor to perform. Contractor will provide services with consideration given the fact that HHS agencies include persons of diverse language (English, Spanish, Mandarin, Vietnamese, and others), cultural, ethnic, religious backgrounds, and persons with disabilities. All services provided must comply with Section 508 of the Rehabilitation

Act (29 U.S.C. § 794d) and the Americans with Disabilities act (ADA) (42 U.S.C. § 12101 et seq.). Contractor, subcontractors and affiliates have to abide by all state and federal provisions related to the data privacy rights of Participants and confidentiality as required by law concerning the relationship between Contractor, subcontractors, affiliates and Participants.

All work requirements should be provided at no cost to the participants and without increasing the cost indicated in **Form A** Respondent’s Cost Proposal. The following outline the service delivery requirements.

2.1.3.1 Direct Services

Services shall include short-term counseling, assessment and/or referral when indicated, and training and education services.

Describe how the Contractor will provide services for the following requirements:

Function	Requirements
Direct Services	<ol style="list-style-type: none"> 1. Provide initial assessment and/or referral services. Referral information should be provided within forty-eight (48) hours from the first EAP contact. 2. Provide short-term counseling services related, but not limited to, substance abuse, marital/family problems, psychological/emotional problems, financial problems, legal concerns, vocational problems, and health-related problems. 3. Provide referral services related, but not limited to, substance abuse, marital/family problems, psychological/emotional problems, financial problems, legal concerns, vocational problems, and health-related problems. 4. Provide training and educational seminars across the state as requested. 5. Ensure compliance with HIPAA requirements (Pub.L. 104-191). 6. Ensure compliance with Section 508 of the 1973 Rehabilitation Act. 7. Ensure compliance with the ADA.

2.1.3.2 24-Hour Helpline

The Contractor will provide two (2) toll-free helplines, 24 hours 7 days a week, staffed with trained licensed counselors.

Describe how the Contractor will provide services for the following requirements:

Function	Requirements
Helpline	<ol style="list-style-type: none"> 1. Provide two (2) toll-free helplines 24 hours 7 days a week, staffed with trained counselors. One of the helplines should be designated as a Teen helpline. 2. Provide a variety of relay service options for deaf/hard of hearing, and/or speech-impaired participants. 3. A sample assessment questionnaire to be completed on Form B

Function	Requirements
	<p>Respondent’s Sample 24-Hour Hotline Assessment Questionnaire used during the initial helpline call shall be submitted with proposal response.</p> <ol style="list-style-type: none"> 4. Assess cases of extreme crisis (harmful to self or others) during the initial call and immediately refer to the appropriate resources. 5. Contractor will be required to follow up after initial helpline contact within 48 hours to ensure referrals were successfully connected to the appropriate resources. 6. Ensure compliance with Section 255 of the Telecommunications Act.

2.1.3.3 Trained Counselors

Staff delivering counseling services must have at least a master’s degree from an accredited college or university in a behavioral science, counseling, psychology, social work, and certified and licensed in their particular licensing specialization such as addictions counseling, and must be licensed or certified by one or more of the following state regulating agencies and/or as required per specialized field (may include national certifications):

- Texas Medical Board
- Texas State Board of Examiners of Psychologists
- Texas State Board of Social Workers Examiners
- Texas State Board of Examiners of Professional Counselors
- Texas State Board of Examiners of Marriage and Family Therapists
- Texas Department of State Health Services

Exception to the master’s degree requirement may be made for licensed, accredited, or certified staff in fields requiring specialized knowledge, training, and expertise obtained through professional training programs that do not award academic degrees. Exceptions include, but are not limited to, Certified Alcoholism and Drug Abuse Counselor (CADAC). Any other exceptions must be approved in advance by HHSC.

Staff delivering counseling must have a minimum of two (2) years of practical related work experience.

Describe how the Contractor will provide services for the following requirements:

Function	Requirements
Trained Counselor	<ol style="list-style-type: none"> 1. Recruit and ensure counselors meet the education and professional experience described in this section. 2. Maintain a network of qualified counselors who meet the education and professional experience described in this section. 3. Documentation of Respondent’s provider network and their location. Professional education and experience of all trained counselors that will be delivering services shall be submitted on Form C Template for Provider Network Listing, By City with proposal response for

Function	Requirements
	<p>sample of the template.</p> <ol style="list-style-type: none"> 4. Ensure that staff delivering counseling services comply with the ADA and that electronic information or resources are provided conformant with WCAG 2.0 AA. 5. Provide an annual list of all affiliates/providers utilized for services to the HHSC Contract Manager, within thirty (30) calendar days prior to the end of each operational year or as requested by the HHSC Contract Manager, to select a sample for licensing verification. 6. Contractor should have a procedure to conduct due diligence to ensure counselors providing services have appropriate credentials and are not involved in malpractice, pending legal cases, legal actions, etc.

2.1.3.4 Counseling

The Contractor will make available a maximum of six (6) counseling sessions per issue for the purpose of identifying areas of concern and for problem-solving. There will be no limit to the number of issues for which Participants can request services.

Describe how the Contractor will provide services for the following requirements:

Function	Requirement
Counseling	<ol style="list-style-type: none"> 1. Provide a maximum of six (6) counseling sessions per issue with no limit to the number of issues. 2. Provide counselors within all major cities (see Section 2.1.3.12 Place of Performance) and within a reasonable driving distance for Participants who do not reside within geographical boundaries. (HHSC prefers that Participants not be required to travel more than 40 to 50 miles to receive services). 3. Facilities where counseling services are provided will comply with architectural requirements under the ADA. 4. Provide a list of available counselors to Participants requesting service. 5. Schedule face-to-face counseling sessions or alternative method of communication agreed upon by both parties. Face-to-face sessions are preferred. 6. Primary consideration of the Participant's preferred mode of communication shall be adhered to when providing services to Participants who are deaf/hard of hearing and/or speech-impaired. 7. Counselors will make available a minimum of forty-five (45) minutes per session. 8. Counseling sessions should be available within three (3) business days of the first contact with the EAP direct services provider. Attempts

Function	Requirement
	<p>will be made to see participants in need of more urgent care within a shorter timeframe. Participants in crisis will be connected directly by phone to a mental health professional for crisis counseling.</p> <p>9. All written, printed or electronic documents, websites or materials shall be available in an accessible electronic format that is conformant with WCAG 2.0 AA.</p>

2.1.3.5 Referrals

When a referral is indicated, the counselor will assist in locating the most appropriate resource for and in the best interest of the Participant. Additional resources may need to be referred in the event the Participant has exhausted the six (6) sessions per issue, or the service needed is specialized and outside of the counselor’s area of expertise.

Describe how the Contractor will provide services for the following requirements:

Function	Requirements
Referrals	<ol style="list-style-type: none"> 1. Counselors will assist in locating the most appropriate resources for and in the best interest of the Participant. 2. Resources covered by the Participant’s insurance or health coverage should be identified if possible. 3. Counselors will assist with accessing resources if required. 4. The counselor will assist in accessing the resources and will follow up to determine services are received and the appropriateness and usefulness of the service.

2.1.3.6 Critical Incident Stress Debriefing

The EAP Contractor will provide an unlimited number of on-site Critical Incident Stress Debriefings, as needed, for HHS Participants who have experienced job-related critical incidents. Examples of critical incidents include, but are not limited to, death of a family member or employee; employment separation; violence in the workplace such as hostage or bomb threat; work conflict; workplace accidents; and grief/loss associated with such incidents.

Describe how the Contractor will provide services for the following requirements:

Function	Requirements
Critical Incident Stress Debriefings	<ol style="list-style-type: none"> 1. The Contractor will provide an unlimited number of on-site Critical Incident Stress Debriefings, as needed. 2. Provide clinical mental health debriefing and consultation with HHS Executive Staff following critical incidents affecting public health and/or public safety regarding mental health messaging and staff needs (local and statewide), upon request. HHSC Contract Manager will make the determination, with Contractor’s input, on how the debriefing

Function	Requirements
	<p>will be made to HHS Executive Staff. The Contractor's clinical manager will be the designated point of contact for executive staff, and Contractor staff (including the clinical manager) will meet with HHS Executive Staff to explore and define expectations and requirements of the executive level debriefing and consultation. In addition, the Contractor will assist HHSC Office of Communications with development of messaging to affected staff and broader audiences (other regional staff, public, media, etc.) in anticipation of, as well as during and after, critical incidents.</p> <ol style="list-style-type: none"> 3. Provide/facilitate training for HHS agency supervisors regarding critical incident, mental health, and best practices. 4. Ensure that staff-delivering services comply with the ADA and that information, websites and other electronic materials are conformant with WCAG 2.0 AA.

2.1.3.7 Education and Information Services

Education and information services are important to ensure awareness of the EAP and the related services. Awareness is often promoted through a variety of media to ensure effective communication is accomplished. Promotional and educational materials are to be developed and produced by the EAP Contractor and distributed to agency program contacts within five (5) business days after the request is made. Materials may be tailored to target audiences. Examples of target audiences include, but are not limited to, all employees, managers, direct care professionals, administrative professionals, executives, et cetera.

In addition, the EAP website will serve as a repository for education and information as a valuable resource for employees.

Describe how the Contractor will provide services for the following requirements:

Function	Requirements
Education and Information Services	<ol style="list-style-type: none"> 1. Provide promotional materials about EAP services. All materials shall be approved by HHSC Contract Manager in advance of distribution. <ul style="list-style-type: none"> • Multimedia presentations and posters will be provided to each agency upon request. • The minimum number of brochures/pamphlets and wallet cards needed on an annual basis will be the number of employees in each HHS agency plus twenty percent (20%) to be used for newly hired employees. • Provide the text and graphics included in promotional/informational materials to each HHS agency in a format each agency may use to publicize the EAP via interagency e-mail or Intranet or transfer to

Function	Requirements
	<p>audio format or any other format deemed necessary by each HHS agency.</p> <ul style="list-style-type: none"> • Maintain and update all materials to ensure information is current. <p>2. Provide two monthly newsletters in electronic/email format; one tailored for employees and one tailored for supervisors. Newsletters should also be available at the Contractor’s website for download and for historical purposes.</p> <p>3. Samples of the pamphlets, brochures, posters, wallet cards, newsletters and multi-media presentations shall be included with the proposal response on Form D Sample Promotional and Information Materials.</p> <p>4. Contractor shall provide and maintain a fully functional website for HHS employees to access EAP services information.</p> <ul style="list-style-type: none"> • The website must be compliant with Section 508 of the 1973 Rehabilitation Act. • The website must include information specific to the HHS EAP. • The website must be user friendly in terms of usability and finding information. • Access must be login and password required. User IDs and passwords will be set up for each agency. • The homepage of the website must include, but not limited to, the toll-free contact numbers and be easily visible to those accessing the site, HHSC point of contact information, program utilization reports, promotional material, and training information. This website must be conformant with WCAG 2.00 AA.

2.1.3.8 Trainings and Seminars

Trainings and seminars shall cover a wide range of work-life, wellness, and other EAP topics. HHS staff request on-site trainings or seminars through a coordinated process. On-site trainings/seminars may be sixty (60) to ninety (90) minutes in duration or longer for special events. Services will include customized training programs tailored to the workplace issues associated with HHS core competencies.

Over the period between September 1, 2016 through August 31, 2017, eighty-five (85) trainings and seminars were provided by the current EAP Contractor.

Training and seminars must be conducted in a manner that is accessible to staff with disabilities, and all materials presented must be available in a format that is conformant with WCAG 2.0 AA.

Trainings/seminars should include, but are not limited to, the following topics:

- a) New Employee EAP Orientation
- b) Workplace Issues and Resources

- c) Family Issues and Resources
- d) Health Issues and Resources
- e) Personal Issues and Resources
- f) Stress Management
- g) Supervisory Topics
- h) Health Fairs

Describe how the Contractor will provide services for the following requirements:

Function	Requirements
Trainings/ Seminars	<ol style="list-style-type: none"> 1. Provide on-site trainings/seminars to HHS employees and supervisors to train and inform them on a variety of topics. 2. The on-site trainings may be presented as web based, classroom, recorded or blended. 3. All training materials must meet ADA guidelines and requirements and be provided in an electronic format that is conformant with WCAG 2.0 AA. 4. Provide trainings that address workplace issues and resources specific to the health and social services industry. Contractor will tailor trainings to the audience that support agency-specific business needs. 5. A listing of training/seminars offered with topic descriptions shall be included with the proposal response using Form E Template for Trainings/Seminars List.

2.1.3.9 Surveys

The Contractor is responsible for developing and distributing satisfaction surveys. Surveys must allow the HHS agencies to assess the quality of services provided by the Contractor. Information from the surveys must be included in the utilization reports.

Surveys must collect Participant’s demographics and information relevant to the evaluation of EAP services such as:

- a) Person Accessing Services (employee, dependent, or both)
- b) Agency
- c) Date Service Requested and Received
- d) Type of Service Received
- e) Ease of Accessing Services
- f) Initial Telephone Triage
- g) Availability of Appointment
- h) Convenience of Location
- i) Education Materials
- j) Responsiveness, Professionalism, and Knowledge of Provider
- k) Referrals
- l) Needs Met
- m) EAP Contractor Website Navigation

n) Overall Satisfaction

Describe how the Contractor will provide services for the following requirements:

Function	Requirements
Surveys	<ol style="list-style-type: none"> 1. Provide customer feedback surveys to Participants to assess the satisfaction of services received (CISD, training, short term, referrals, and other). 2. Surveys must include, at a minimum, the information listed in this section, and the opportunity for comments by the Participant who received the Contractor’s services. 3. HHSC Contract Manager will approve the survey method and content. (Surveys may be conducted on line or through other methods as appropriate to the participants). 4. The survey method must meet all requirements of Section 508 of the 1973 Rehabilitation Act and/or Section 255 of the Telecommunications Act (47 U.S.C. §255). Electronic surveys must be conformant with WCAG 2.0 AA. 5. Provide to HHSC Contract Manager electronic copies of surveys upon request within three business days. 6. A sample customer feedback survey shall be submitted with the proposal response using Form F Respondent’s Sample Customer Feedback Survey.

2.1.3.10 Reports

Timely and accurate reporting of EAP utilization and customer feedback is crucial to the monitoring and measurement of the success of the HHS EAP. HHSC has an established frequency of reporting that includes quarterly and annual utilization for the different EAP services. Reports are prepared for each HHS agency and a combined report is prepared for HHS. Information collected through assessments, surveys, and other sources must be incorporated into the utilization reports. **Refer to Form G Sample of Agency EAP Quarterly Utilization Report** for a sample. The following HHS reporting categories must be included in the quarterly reports:

- a) Demographics of Participants using EAP services
- b) Utilization rate for counseling and other EAP services
- c) Utilization rate for population by each HHS agency, state supported living centers, state hospitals, and for HHS as a whole
- d) Utilization rate specific to Participant’s type (including whether employee, dependent, full-time, part-time, or retiree, etc.) and case status
- e) Utilization rate per activity type and primary presenting issues
- f) Detailed summary of organizational services performed such as in-service trainings, seminars, and critical incident stress debriefings
- g) Percentage of short-term issues that receive six (6) counseling sessions
- h) Percentage of issues that are referred for long-term counseling

- i) Number of surveys provided to Participants after completion of counseling and other services
- j) Survey responses including comments

All reports and related materials distributed must be accessible in accordance with Section 508 of the 1973 Rehabilitation Act.

Describe how the Contractor will provide services for the following requirements:

Function	Requirements
Reports	<ol style="list-style-type: none"> 1. Contractor shall provide specific statistical and evaluative data in the format agreed upon by the EAP Contractor and HHSC Contract Manager. 2. Contractor will provide accurate Quarterly Utilization and Summary Reports for each of the HHS agencies and for HHS as a whole. <ul style="list-style-type: none"> • At a minimum, Contractor will provide report categories detailed in this Section. • Quarterly reports must include cumulative fiscal year-to-date totals and are due within thirty (30) days after end of each quarter. 3. Contractor will provide accurate Annual EAP Utilization and Summary Reports, including interpretation of data and recommendations. Annual EAP Utilization and Summary Reports are due within forty-five (45) calendar days after fiscal year end. 4. A sample quarterly utilization report shall be submitted with the proposal response use Form H Respondent’s Sample Quarterly Utilization Report. 5. Reports will be provided by email in an electronic format that is conformant with WCAG 2.0 AA. Reports will be available to HHS at the HHS EAP website maintained by the Contractor for downloading and for historical purposes.

2.1.3.11 Grievance Procedure

The Contractor shall have a formal operational grievance procedure to be distributed to Participants.

Describe how the Contractor will provide services for the following requirements:

Function	Requirements
Grievance Procedure	<ol style="list-style-type: none"> 1. Contractor shall have a formal, operational grievance procedure. 2. Contractor shall provide formal grievance procedures to Participants at the time services are provided. 3. All grievances must be resolved within thirty (30) days of the complaint. 4. Contractor will provide a quarterly report in an agreed-upon format as determined by the HHSC Contract Manager.

Function	Requirements
	<p>5. Contractor will provide participants with resources and contact information to provide their complaints and grievances to regulating entities with appropriate jurisdiction and to HHSC.</p> <p>6. A printed copy of the grievance procedure shall be submitted with the proposal response using Form I Respondent’s Grievance Procedure.</p>

2.1.3.12 Place of Performance

Services will be available to Employee(s) and Employee(s)’ Dependent(s) in all major cities identified below and within a reasonable commuting distance of Participants who do not reside near the geographical boundaries of the cities identified below. HHSC prefers that Participants not be required to travel more than 40 to 50 miles to receive services. Respondents must address in their response how services will be made available within a reasonable commuting distance.

Locations where the Respondent will have counseling services available to Participants include, but are not limited to, the following Texas cities and their surrounding areas:

- Abilene
- Amarillo
- Arlington
- Athens
- Austin
- Beaumont
- Big Spring
- Brenham
- Brownsville
- Brownwood
- Bryan
- Carlsbad
- Cleburne
- College Station
- Conroe
- Corpus Christi
- Dallas
- Del Rio
- Denton
- Eagle Pass
- Edinburg
- El Paso
- Fort Worth
- Galveston
- Harlingen
- Houston
- Kerrville
- Killeen
- Laredo
- Longview
- Lubbock
- Lufkin
- McAllen
- Mexia
- Midland
- Mission
- Nacogdoches
- Odessa
- Paris
- Pharr
- Plano
- Pollok
- Richmond
- Rio Grande City
- Rosenberg
- Rusk
- San Angelo
- San Antonio
- Sherman
- Temple
- Terrell
- Texarkana
- Tyler
- Uvalde
- Vernon
- Victoria
- Waco
- Wichita Falls

Respondent’s proposal to include a comprehensive written service delivery plan to provide all the required services in the designated Texas locations.

2.1.3.13 Special Considerations

Full-Time Employee Headcount

The HHSC Contract Manager will prepare and submit to the Contractor the Full-Time Employee (FTE) headcount for the HHS agencies (HHSC and DSHS) participating under the Contract no later than five (5) business days following the last workday of each month. The Contractor will send an invoice for each of the participating agencies to the HHSC Contract Manager no later than fifteen (15) calendar days after receiving the FTE headcount.

Respondent Documentation

The Respondent agrees to provide access to or copies of the following documentation:

- Personnel policies;
- Guidelines and regulations and affirmative action plan, if applicable; and
- By-laws, if applicable.

Participant Costs

All services under the Contract will be provided at no cost to Participants. The Contractor, or subcontractors, must not request payment from the Participant's insurance carrier. Payment for services from referral resources not included in the Contract will be the responsibility of the Participant.

2.1.3.14 Quality Management Plan

Contractor shall submit, implement, and maintain a Quality Management Plan including an overall approach for a comprehensive, continuous, and measurable quality management program. The plan must embody the Contractor endorsement of the fundamental importance of quality by promoting, reinforcing, and acknowledging quality management activities.

Describe how the Contractor will provide services for the following requirements:

Function	Requirements
Quality Management	<ol style="list-style-type: none">1. Contractor shall submit, a Quality Management Plan within thirty (30) calendar days after Contract execution; and annually thereafter within thirty (30) calendar days prior to the end of each operational year.2. The plan must include, but is not limited to, the following:<ul style="list-style-type: none">• Strategies and processes to promote quality;• Procedures to periodically measure and report quality performance to HHSC Contract Manager throughout the Contract period;• How often the Contractor conducts internal audits and engages external auditing firms to conduct audits of its operations; and• A requirement that the Contractor shall supply to HHSC Contract Manager copies of all internal and external quality assurance audit reports when developed or received by the Contractor.3. The plan must be submitted in an electronic format that is conformant

Function	Requirements
	<p>with WCAG 2.0 AA.</p> <ol style="list-style-type: none"> 4. Contractor agrees to perform quality assurance/quality control (QAQC) reviews in accordance with the Contractor’s QMP. 5. Contractor agrees to address any deficiencies identified in the QAQC reviews, and provide resolution. 6. Contractor shall include provisions in all its subcontractor contracts to ensure subcontractors understand their responsibility for complying with QMP requirements. 7. All Contractor’s QMP files will be auditable and available to HHSC upon request.

2.1.3.15 Security Management Plan

To ensure the security of confidential information, the Contractor must provide a comprehensive **Exhibit F** Security Management Plan that provides adequate protection of sensitive HHS employee information.

The plan must be in compliance with the requirements prescribed in:

- a) Federal Information Security Management Act (FISMA) (PL107-347, Title III, Section 301);
- b) OMB M-06-16 as it applies to electronic storage and transport of Personally Identifiable Information (PII) between systems and the internal processing of records;
- c) National Institute of Standards and Technology Special Publication 800-53 Rev.4; and Health and Human Services (HHS) Information Security (IS) Controls 1.0.

In accordance with Texas Administrative Code (TAC) Code §202.26, State agencies are required to define mandatory security controls. Contractor and its subcontractors must agree to, and comply with, the IS-Controls defined by HHSC, the **Exhibit G Texas HHS Data Use Agreement and the Security and Privacy Inquiry (SPI)**.

Describe how the Contractor will provide services for the following requirements:

Function	Requirements
Security Management	<ol style="list-style-type: none"> 1. Contractor shall submit, implement, and maintain a Security Management Plan within thirty (30) calendar days after Contract execution or by the date specified by HHSC. The Contractor should develop a baseline of selected security controls, which includes an overall approach for establishing and maintaining security that meets all state and federal requirements, including HIPAA and FISMA and protects against unauthorized access as of the Contract effective date. The Contractor should update and submit the plan annually thereafter

Function	Requirements
	<p>within thirty (30) calendar days prior to the end of each operational year.</p> <ol style="list-style-type: none"> 2. The plan must include the selection of the appropriate set of security controls to adequately mitigate risk and clearly demonstrate the selected Contractor's commitment to security and the due diligence exercised in protecting the confidentiality, integrity, and availability of HHS data and information systems. 3. The plan must also include, but is not limited to, the following: <ul style="list-style-type: none"> • Management Controls; • Technical Controls; and • Operational Controls. 4. Contractor shall submit a Report of Security Breach immediately after discovery detailing the security breach, when and how it was discovered, operational impacts, and corrective measures to detect and prevent future occurrences. 5. Contractor is required to provide HHS, HHS employees, and HHS employees' dependents affected by the data breach: The name and contact details of its data protection officer or other contact point that can provide more information, a description of the likely consequences of the personal data breach, and a description of the measures taken, or proposed to be taken, to deal with the personal data breach and including, where appropriate, the measures taken to mitigate and remedy any possible adverse effects to HHS, HHS employees, and HHS employees' dependents. 6. The Contractor will conduct a review/audit on internal system controls annually, or as needed, and submit the results in a report to the HHSC Contract Manager. 7. The Contractor will conduct annual scanning, or as needed, of all applicable applications to identify and fix vulnerabilities no later than ten (10) days after the report is submitted. 8. Security requirements if storing Confidential PII/PHI concerning HHS employees in the Contractor's network and systems. Contractor's providers supporting the EAP using the Contractor's system or their own system for tracking/reporting should provide assurances that the Contractor is adequately protecting confidential and sensitive information. 9. The plan must be submitted in an electronic format that is conformant with WCAG 2.0 AA.

2.1.3.16 Disaster Recovery and Business Continuity Plan

Contractor must provide a Disaster Recovery and Business Continuity Plan which addresses the transition phase and ongoing operations. It is critical the plan provides for uninterrupted service delivery.

The Contractor must identify what problems may be encountered and how it would plan to address and resolve these problems. HHSC is interested in a realistic assessment of where potential problems are likely to occur during the Transition Phase.

Describe how the Contractor will provide services for the following requirements:

Function	Requirements
Disaster Recovery and Business Continuity Plan	<p>1. Contractor shall submit, implement, and maintain a Disaster Recovery and Business Continuity Plan specific to the transition and on-going operations within thirty (30) calendar days after Contract execution or by the date specified by HHSC; and annually thereafter within thirty (30) calendar days prior to the end of each operational year.</p> <p>HHSC contract management, the HHSC IT Disaster Recovery Manager and the HHSC IT Business Continuity Planner must review and approve the Disaster Recovery Plan & Business Continuity plan following each submittal. Recommended changes by HHSC to either plan must be addressed by the contractor within 30 days of receipt.</p> <p>The plan must include, but is not limited to, the following:</p> <ul style="list-style-type: none"> a. An overall approach for reestablishing operations and service delivery in the event of an unplanned system outage (e.g. hardware or software outages) and/or in the event a catastrophe occurs affecting performance of operations; b. Any other systems and/or dependencies required for operations; c. A description of potential issues that may realistically occur, including, but not limited to, instances such as natural disasters, unplanned system outages, a facility is no longer available, etc., during the operations phase of a project and an outline of courses of action to address and resolve the anticipated problems; d. Documented Recovery Time Objective (RTO) and the Recovery Point Objective (RPO) in hours; e. A detailed description of backup and recovery procedures including restoration of State records stored by the Contractor and/or by a third-party custodian of State records.; f. Key personnel and contact information; g. Production & Recovery Datacenter locations; h. Establish a training plan outlining communication processes, short- and/or long-term resolutions, action steps, and response time frames addressing interruptions;

Function	Requirements
	<ul style="list-style-type: none"> i. A description of the documentation and tracking instruments that will allow HHSC to determine if performance measures are met; and j. A reporting mechanism specific to disaster recovery and contingency operations. k. A process for informing HHSC Contract Manager of any system outages immediately but no later than thirty (30) minutes of occurrence and providing documented Incident Reports within 24 hours of system outages detailing the incident, when and how it was discovered, system and operational impacts, and corrective measures to detect and prevent future incidents. <ol style="list-style-type: none"> 1. A commitment to include and collaborate with HHSC personnel for each annual Disaster Recovery Exercise. This includes, but is not limited to the HHSC Information Technology (IT) Disaster Recovery Manager, Business Continuity Manager, contract personnel and/or end users. 2. The plan must be submitted in an electronic format that is conformant with WCAG 2.0 AA. 3. Contractor will resolve outages within three (3) hours.

2.1.3.17 Performance Measures and Associated Remedies

HHSC will monitor the performance of the Contract issued under this RFP by performing desk reviews and conducting site visits as applicable. All services and deliverables under the Contract shall be provided at an acceptable quality level in compliance with the terms and conditions of the contract.

Service Level Agreement Table (See next page)

SERVICE LEVEL AGREEMENT TABLE

Section	Service Component	Performance Standard (Refer to the specific Section in the Article 2. Scope of Work/Specifications for a complete description of applicable requirements)	Benchmark	Increment	Time Measure	Liquidated Damages Value
2.1.1	General Information	Any changes to the delivery of services provided by the Contractor under this RFP should be communicated and submitted to the HHSC Contract Manager for approval at least sixty (60) days prior to implementation.	Sixty (60) days prior to implementation	Each calendar day after due date	Each proposed change	\$1000
2.1.3.3	Trained Counselors	Contractor will provide a list of all affiliates utilized for services to the HHSC Contract Manager to select a sample for licensing verification.	Annual within thirty (30) calendar days prior to the end of each operational year Or As requested by HHSC Contract Manager	Each calendar day after the due date	Annually Or As Requested	\$1000
2.1.3.3	Trained Counselors	Staff delivering counseling services must comply with all experience and licensing requirements.	100%	Each finding	Ongoing	\$1000
2.1.3.3	Trained Counselors	Contractor should have a procedure to conduct due diligence to ensure counselors providing services are not involved in malpractice, pending legal cases, legal actions, etc.	100%	Each finding	Ongoing	\$1000
2.1.3.10	Reports	Contractor will provide accurate Quarterly Utilization and Summary Reports for each of the HHS agencies and for HHS as a whole to the HHSC Contract Manager in a format that is compliant with WCAG 2.0 AA.	Quarterly within thirty (30) calendar days after end of each quarter.	Each business day after benchmark	Quarterly	\$1000
2.1.3.10	Reports	Contractor will provide accurate Annual EAP Utilization and Summary Reports, including interpretation of data and recommendations	Annually within forty-five (45)	Each business day after benchmark	Annually	\$1000

Section	Service Component	Performance Standard (Refer to the specific Section in the Article 2. Scope of Work/Specifications for a complete description of applicable requirements)	Benchmark	Increment	Time Measure	Liquidated Damages Value
		to the HHSC Contract Manager in a format that is compliant with WCAG 2.0 AA.	calendar days after end of fiscal year.			
2.1.3.14	Quality Management Plan	Contractor shall submit, implement, and maintain a Quality Management Plan, including an overall approach for a comprehensive, continuous, and measurable quality management program.	Within thirty (30) calendar days after Contract execution, and annually within thirty (30) calendar days prior to end of each operational year.	Each calendar day after benchmark	Once after contract execution And Annually	\$500
2.1.3.15	Security Management Plan	Contractor must provide a comprehensive Security Management Plan.	Within thirty (30) calendar days after Contract execution or by the date specified by HHSC. And Annually within thirty (30) calendar days prior to end of each operational year.	Each business day after benchmark	Once after contract execution And Annually	\$500
2.1.3.15	Security Management Plan	Contractor will conduct a review/audit on internal system controls annually, or as needed, and submit the results in a report to the HHSC Contract Manager. Contractor will conduct annual scanning, or as needed, of all applicable applications to identify and fix vulnerabilities no later than ten (10) days after the report is submitted.	Annually within thirty (30) calendar days prior to end of each operational year. Or No later than 30 days after each	Each business day after benchmark	Annually or as needed	\$500

Section	Service Component	Performance Standard (Refer to the specific Section in the Article 2. Scope of Work/Specifications for a complete description of applicable requirements)	Benchmark	Increment	Time Measure	Liquidated Damages Value
		The Contractor will submit results in a report to HHSC Contract Manager.	review or scanning.			
2.1.3.15	Security Management Plan	Contractor shall submit a Report of Security Breach immediately after discovery detailing the security breach, when and how it was discovered, operational impacts, and corrective measures to detect and prevent future violations.	Immediately after discovery	Each calendar day after discovery	Each incident	\$1000
2.1.3.16	Disaster Recovery and Business Continuity Plan	The Contractor must provide a Disaster Recovery and Business Continuity Plan which addresses transition and ongoing operations. It is critical the plan provide for uninterrupted service delivery. The Contractor will submit the Annual Disaster Recovery Plan to the HHSC. HHSC recommendations and/or updates to the plan must be addressed by the contractor within 30 days of receipt.	Within thirty (30) calendar days after Contract execution or by the date specified by HHS. And Annually within thirty (30) calendar days prior to end of each operational year.	Each business day after benchmark	Once after contract execution And Annually	\$500
2.1.3.16	Disaster Recovery and Business Continuity Plan	The Contractor will conduct annual scanning of all applicable applications once identified and fix vulnerabilities no later than ten (10) days after the report is submitted. The Contractor will submit results in a report to the HHSC Contract Manager.	Contractor will submit report annually within thirty (30) calendar days prior to end of each operational year.	Each business day after benchmark	Annually	\$500
2.1.3.16	Disaster Recovery and Business Continuity Plan	The Contractor will conduct annual scanning of all applicable applications once identified and fix vulnerabilities no later than ten (10) days after the report is submitted. The	Contractor will fix vulnerabilities no later than ten (10)	Each business day after benchmark	As needed	\$1000

Section	Service Component	Performance Standard (Refer to the specific Section in the Article 2. Scope of Work/Specifications for a complete description of applicable requirements)	Benchmark	Increment	Time Measure	Liquidated Damages Value
		Contractor will submit results in a report to the HHSC Contract Manager.	days after the report is submitted.			
2.1.3.16	Disaster Recovery and Business Continuity Plan	System outages should be restored within three (3) hours of occurrence. Contractor should provide remedies for recurring and/or preventable outages.	Within three (3) hours of occurrence.	Each hour after benchmark.	Per occurrence	\$1000
4	HUB Reports	Submit HUB Reports every month as indicated in the HUB Subcontracting Plan.	100%	Each business day after benchmark	Monthly	\$500

ARTICLE 3. CONTRACT AWARD, TERM, AND AMOUNT

3.1 CONTRACT AWARD, TERM, AND AMOUNT

3.1.1 Contract Award and Execution

The System Agency intends to award one Contract as a result of this Solicitation. Any award is contingent upon approval of the Executive Commissioner or their designee.

If, for any reason, a final Contract cannot be executed with a Respondent selected for award within ten (10) days of the System Agency's determination to seek to contract with that Respondent, the System Agency may negotiate a Contract with the next highest scoring Respondent or may withdraw, modify, or partially award this Solicitation.

3.1.2 Contract Term

The System Agency anticipates that the initial duration of any Contract resulting from this Solicitation shall be for a period of three (3) years with the option to renew for three (3) additional one-year terms for the purpose of completing a new procurement, and/or to transition to a new Contract if necessary to avoid interruption in System Agency services.

3.1.3 Contract Amount

External factors may affect the project, including budgetary and resource constraints. Any Contract resulting from this 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, however, funds are not available, HHSC reserves the right to withdraw the RFP or terminate the resulting Contract without penalty.

3.2 DATA USE AGREEMENT

By entering into a Contract or purchase order with the System Agency as a result of this Solicitation, Respondent agrees to be bound by the terms of the **Exhibit G Data Use Agreement**.

3.3 NO GUARANTEE OF VOLUME, USAGE, OR COMPENSATION

The System Agency makes no guarantee of total compensation to be paid to any Respondent under any awarded Contract, if any, resulting from this Solicitation. Any awarded Contract is subject to appropriations and the continuing availability of funds.

The System Agency reserves the right to cancel, make partial award, or decline to award a Contract under this Solicitation at any time at its sole discretion.

3.4 GOVERNMENTAL ENTITIES

The selected Respondent shall be bound to specific terms and conditions found in **Exhibit C, HHSC Uniform Terms and Conditions, Vendor, v 2.15** and **Exhibit D, the System Agency's Special Conditions, v 1.2**. However, to the extent Respondent is a governmental entity, responding to this Solicitation in its capacity as a governmental entity, certain terms and conditions may not be applicable. Furthermore, to the extent permitted by law, if a Solicitation response is received from a governmental entity, the System Agency reserves

the right to enter into an Interagency or Inter-local agreement with the governmental entity in lieu of awarding a Contract as a result of this Solicitation.

ARTICLE 4. ADMINISTRATIVE INFORMATION

4.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	October 31, 2018
Pre-Submittal Conference	This date will be added through an addendum after posting prior to the closing date.
Deadline for Submitting Questions	November 8, 2018 @ 5:00 PM Central Time
Deadline for submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by HHSC by the deadline.]	November 20, 2018 @2:00PM Central Time
Evaluation Period	December 4- December 12, 2018
Anticipated Notice of Award	January 2019
Anticipated Contract Start Date	February 1, 2019

Note: These dates are a tentative schedule of events. The System Agency reserves the right to modify these dates at any time upon notice posted to the ESBD. Any dates listed after the Solicitation Response deadline will occur at the discretion of the System Agency and may occur earlier or later than scheduled without notification on the ESBD.

4.2 CHANGES, AMENDMENT, OR MODIFICATION TO SOLICITATION

The System Agency reserves the right to change, amend, or modify any provision of this Solicitation, or to withdraw this Solicitation at any time prior to award if it is in the best interest of the System Agency. Any such revisions will be posted such on the ESBD. It is the responsibility of Respondent to periodically check the ESBD to ensure full compliance with the requirements of this Solicitation.

4.3 IRREGULARITIES

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Point of Contact listed in **Section 4.5.1** below as soon as possible so corrective addenda may be furnished to prospective Respondents.

4.4 INFORMALITIES

The System Agency reserves the right to waive minor informalities in a Solicitation Response if it is in the best interest of the System Agency. A "minor informality" is an omission or error that, in the System Agency's determination if waived or modified when evaluating Solicitation Responses, would not give a Respondent an unfair advantage over other Respondents or result in a material change in the Solicitation Response or Solicitation requirements.

4.5 INQUIRIES

4.5.1 Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to the System Agency's Purchasing Department, addressed to the person listed below. All communications between Respondents and other System Agency staff members concerning the Solicitation are strictly prohibited. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

Name: Carolyn R. DeBoer, CTPM, CTCM
Title: Purchaser
Address: 1100 W 49th Street
Phone: 512-406-2447
Email: carolyn.deboer@hhsc.state.tx.us

4.5.2 Prohibited Communication

On issuance of this Solicitation, except for the written inquiries described in Section 4.5.3 and 4.5.4 below, the System Agency, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Respondent shall rely only on written statements issued by or through the System Agency's designated staff as provided by this Section. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

4.5.3 Exception

The only exception to the single point of contact is the HUB Coordinator. Should Respondents have questions regarding proper completion of the HUB Subcontracting Plan, the HUB coordinator may be contacted at Sherice.Williams@hhsc.state.tx.us with a copy to the purchaser listed above.

4.5.4 Questions

The System Agency will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First Class mail or email to the Point of Contact listed in **Section 4.5.1** above. Respondents' names will be

removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- a) Identifying Solicitation number
- b) Section Number
- c) Paragraph Number
- d) Page Number
- e) Text of passage being questioned
- f) Question

Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in Section 4.1 above. Please provide company name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

4.5.5 Clarification

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the Solicitation in the manner and by the deadline for submitting questions. If a Respondent fails to properly and timely notify the Point of Contact of such issues, the Respondent submits its Solicitation at its own risk, and if awarded a Contract: (1) shall have waived any claim of error or ambiguity in the Solicitation and any resulting Contract, (2) shall not contest the interpretation by any System Agency of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

4.5.6 Responses

Responses to questions or other written requests for clarification will be posted on the ESBD. The System Agency reserves the right to amend answers prior to the deadline for submission of Solicitation Responses. Amended answers will be posted on the ESBD. It is Respondent's responsibility to check the ESBD. The System Agency also reserves the right to provide a single consolidated response of similar at the System Agency's sole discretion.

4.5.7 Conference

The System Agency will conduct an optional pre-submittal conference and will announce the date, place and time through an addendum prior to the closing date.

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the sole point of contact identified in this RFP at least seventy-two (72) hours before the meeting so appropriate arrangements can be made.

4.6 SOLICITATION RESPONSE COMPOSITION

4.6.1 Generally

Respondent will submit two (2) Solicitation Responses marked as "Original" on paper which include all required documents and five (5) digital copies of the Solicitation Response in searchable portable document format (.pdf) on USB drives compatible with

Microsoft Office. Failure to submit all required documents in required format(s) may result in disqualification of the Solicitation Response without further consideration.

A Respondent shall prepare a Solicitation Response that clearly and concisely represents its qualifications and capabilities under this Solicitation. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Respondent should focus on the instructions and requirements of the Solicitation.

The System Agency, in its sole discretion, may reject any and all proposals or portions thereof.

4.6.2 Submission in Separate Parts

Solicitation Responses must be submitted in separate parts:

- Proposal and Respondent Information;
- Cost Proposal; and
- HUB Subcontracting Plan (HSP), if applicable.

Paper documents (i.e. the original and all hard copies) must be separated by binding or separate packaging. Electronic submissions must be separated by electronic medium used for submission (i.e. USB drive).

The entire Solicitation Response - all separated paper documents and electronic copies - must then be submitted in one package to HHSC at the address listed in Section 4.7.

4.6.3 Formatting and Supporting Documentation

The Narrative/ Technical Proposal should be formatted as follows: 8 1/2" x 11" paper, 12 pitch font size, and single-sided. If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the Solicitation Response, with specific reference made to the tab, page, section, and/or paragraph where the supporting information can be found.

4.6.4 Discrepancies

Discrepancies or disparities between the contents of original Solicitation Responses and copies will be interpreted in favor of the System Agency. If Respondent fails to designate an "ORIGINAL," the System Agency may reject the Solicitation Response or select a copy to be used as the original.

4.6.5 Exceptions

HHSC will more favorably evaluate responses that offer no or few exceptions, reservations, or limitations to the terms and conditions of the Solicitation.

Respondents are highly encouraged, in lieu of including exceptions in their Solicitation Responses, to address all issues that might be advanced by way of exception by submitting such issues pursuant to **Section 4.5.5**. Any exception included in a Solicitation Response may result in a Respondent not being awarded a Contract. If a Respondent includes exceptions in its Solicitation Response, Respondent is required to use **Exhibit H Exceptions Form** included in this Solicitation and provide all information requested on

the form (Solicitation Section Number, Solicitation Section Title, Language to which Exception is Taken, Proposed Language, and Statement as to whether or not, by indicating only "yes" or "no," Respondent still wants to be considered for a Contract award if the exception is denied). Any exception that does not provide all required information without qualification in the format set forth in **Exhibit H** may be rejected without consideration.

No exception, nor any other term, condition, or provision in a Solicitation response that differs, varies from, or contradicts this Solicitation will be considered to be part of any Contract resulting from this Solicitation unless expressly made a part of the Contract in writing by the System Agency.

A Solicitation Response should be responsive to the Solicitation as worded, not with any assumption that any or all terms, conditions, or provisions of the Solicitation will be negotiated. Furthermore, all Solicitation Responses constitute binding offers. **Any Solicitation Response to this Solicitation that includes any type of disclaimer or other statement indicating that the response does not constitute a binding offer may be disqualified.**

4.6.6 Assumptions

Respondent must identify on the Exceptions form any business, economic, legal, programmatic, or practical assumptions that underlie the Respondent's response to the Solicitation. The System Agency reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into any Contract resulting from this RFP are deemed rejected by the System Agency.

4.7 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

4.7.1 Deadline

Solicitation Responses must be received at the address in Section 4.7.3 time-stamped by the System Agency no later than the date and time specified in Section 4.1.

4.7.2 Labeling

Solicitation Responses shall be placed in a sealed box and clearly labeled as follows:

SOLICITATION NO:	HHS0001728
SOLICITATION NAME:	Employee Assistance Program
SOLICITATION RESPONSE DEADLINE:	November 20, 2018, 2:00PM CST
FOR:	Employee Assistance Program Services
PURCHASER'S NAME:	Carolyn R. DeBoer
RESPONDENT'S NAME:	

The System Agency will not be held responsible for any Solicitation Response that is mishandled prior to receipt by the System Agency. It is Respondent's responsibility to mark appropriately and deliver the Solicitation Response to the System Agency by the specified date and time.

4.7.3 Delivery

Respondent must deliver Solicitation Responses by one of the methods below. Solicitation Responses submitted by any other method (e.g. facsimile, telephone, email) will **NOT** be considered.

U.S. Postal Service	Overnight/Express Mail	Hand Delivery
Health and Human Services Commission Procurement and Contracting Services Building ATTN: Response Coordinator 1100 W 49th MC 2020 Austin, Texas 78756	Health and Human Services Commission Procurement and Contracting Services Building ATTN: Response Coordinator 1100 W 49th MC 2020 Austin, Texas 78756	Health and Human Services Commission Procurement and Contracting Services Building ATTN: Response Coordinator 1100 W 49th MC 2020 Austin, Texas 78756

NOTE: All Solicitation Responses become the property of HHSC after submission and will not be returned to Respondent.

4.7.4 Alterations, Modifications, and Withdrawals

Prior to the Solicitation Response submission deadline, a Respondent may:

- (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in **Section 4.5.1**; or
- (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in **Section 4.5.1**.

The System Agency may request Solicitation Response Modifications at any time.

ARTICLE 5. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

5.1 EVALUATION CRITERIA

5.1.1 Conformance with State Law

Solicitation Responses shall be evaluated in accordance with Title 10, Subtitle D of the Texas Government Code where applicable. The System Agency shall not be obligated to accept the lowest priced Solicitation Response, but shall make an award to the Respondent that provides the best value to the State of Texas.

5.1.2 Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential Contract may be rejected, in the sole discretion of the System Agency.

To complete the information requested below, use **Form M Respondent's Background and Commitment Questionnaire**.

- a) Respondents must be licensed to provide the services indicated in this RFP and must have recently been in business for a minimum of five (5) years, or the principals/owners must have had recent ownership/executive management experience in a previous company that provided services similar in scope and complexity to the project described in this RFP for a minimum of five (5) years;
- b) Respondents shall have demonstrated experience and ability to perform the scope of work described in the RFP;
- c) Respondents must be financially solvent and adequately capitalized;
- d) Respondents must be authorized to do business in the State of Texas; and
- e) Respondents must explain and describe the work performed as a prime contractor or subcontractor.

5.1.3 Specific Criteria

Solicitation Responses shall be consistently evaluated and scored in accordance with the following criteria. See Exhibit I Example of Evaluation Score Sheet.

- a) Cost (25%)
- b) Quality of Service Delivery Plan (20%)
- c) Demonstrated Understanding of Work Requirements [20%]
- d) Experience of Key Personnel and Subcontractors (20%)
- e) Acceptance of Requirements, Uniform Terms, and Conditions of the Solicitation (15%)

5.1.4 Other Information

HHSC may contact references provided in response to this Solicitation, contact Respondent's clients, or solicit information from any available source, including the Texas Comptroller of Public Accounts' Vendor Performance Tracking System.

5.2 INITIAL COMPLIANCE SCREENING

The System Agency will perform an initial screening of all Solicitation Responses received. Unsigned Solicitation Responses, and Solicitation Responses that do not meet Section 4.6 above and/or do not include all required forms and information may be subject to rejection without further evaluation.

5.3 COMPETITIVE RANGE AND BEST AND FINAL OFFER

The System Agency will award one contract on the basis of the Best and Final Offer ("BAFO") from Respondents. The competitive range will consist of the Solicitation Response that receive the highest or most satisfactory ratings based on the published evaluation criteria and procedures governing this procurement. The System Agency, in the interest of administrative efficiency, may place reasonable limits on the number of Solicitation Responses that will be included in the competitive range.

The System Agency may, at its discretion, request that any or all Respondents provide a BAFO. A request for a BAFO from a System Agency does not guarantee an award or further negotiations.

5.4 ORAL PRESENTATIONS AND SITE VISITS

The System Agency may require an oral presentation from any or all Respondents. Respondents will be provided with advance notice of any such oral presentation and are responsible for their own presentation equipment. Failure to participate in the requested presentation may eliminate a Respondent from further consideration. The System Agency is not responsible for any costs incurred by the Respondent in preparation for any oral presentation.

5.5 QUESTIONS OR REQUESTS FOR CLARIFICATION BY THE SYSTEM AGENCY

The System Agency reserves the right to ask questions or request clarification from any Respondent at any time during the Solicitation process, including during oral presentations, site visits, or during the BAFO process.

ARTICLE 6. NARRATIVE/TECHNICAL PROPOSAL

6.1 NARRATIVE PROPOSAL

6.1.1 Executive Summary

Provide a high-level overview of the Respondent's approach to meeting the requirements contained in Article 2. The summary must demonstrate an understanding of the System Agency's goals and objectives for this Solicitation.

6.1.2 Project Work Plan

Describe the Respondent's proposed processes and methodologies for providing all components of the Scope of Work described in Article 2, including the Respondent's approach to meeting the project schedule. Respondent should identify all tasks to be performed, including all project activities, materials and other products, services, and reports to be generated during the Contract period and relate them to the stated purposes and specifications described in this Solicitation.

6.1.3 Value-Added Benefits

Describe any service or deliverables that are not required by this Solicitation that the Respondent proposes to provide at no additional cost to the System Agency. Respondents

are not required to propose value-added benefits, but inclusion of such benefits may result in a more favorable evaluation.

6.1.4 Key Staffing Profile

Respondent must provide a key staffing profile and resumes for staff that will be responsible for the performance of the services requested under this Solicitation.

6.2 TECHNICAL PROPOSAL

As applicable, Respondent must provide a detailed description of the proposed technical solution, which must support all business activities and requirements described in this RFP. The Technical Proposal must reflect a clear understanding of the nature of the work undertaken, and must include a detailed description of the proposed system(s), as applicable

6.2.1 Software and Hardware Components

Provide details on the software and hardware components the Respondent proposes to use in its system. This includes, but is not limited to, the proposed server topology, specifications for the hardware components, and data storage components. The Respondent should also include details on the tools and utilities used to design, build, test, deploy, report, monitor, and operate the system and its components.

6.2.2 System Security

Detail on the Respondent's approach to security architecture, including the development and implementation measures that will provide security and protection for the system. Describe the proposed backup and recovery processing approach, and proposed virus protection strategy.

6.2.3 Disaster Recovery

Describe the Respondent's approach to reestablishing operations in the event of a catastrophe, as well as its approach to providing HHSC with a Disaster Recovery Plan and program to meet or exceed the disaster recovery requirements as described in section 2.1.3.16. Provide specifications on any hardware and software components utilized by the proposed security and disaster recovery solutions.

6.2.4 Performance Monitoring and Management

Describe the Respondent's proposed methodology for monitoring and reporting system performance, as well as the Respondent's proposed approach to technology management. This includes the methods for centrally managing system resources such as servers, backup, archiving, and recovery equipment, databases and applications. Address methods for auditing, tracing and scanning the system. Provide details on the use of specialized tools the Respondent will use to automate and track monitoring and management activities.

ARTICLE 7. REQUIRED RESPONDENT INFORMATION

7.1 COMPANY INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified goods or services on time. As a part of the Solicitation Response requested in Article 10, Respondent must provide the following information:

7.1.1 Company Narrative

Provide a detailed narrative explaining why Respondent is qualified to provide the services enumerated in Article 2, focusing on its company's key strengths and competitive advantages.

7.1.2 Company Profile

Provide a company profile to include:

- a) The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. *(Please provide this information in a narrative and as a graphical representation.)* If Respondent is an Affiliate of, or has a joint venture or strategic alliance with, another company, Respondent must identify the percentage of ownership and the percentage of the parent's ownership. The entity performing the majority of the Work under a Contract, throughout the duration of the Contract, must be the primary bidder. Finally, provide your proposed operating structure for the services requested under this Solicitation and which entities (i.e. parent company, affiliate, joint venture, subcontractor) will be performing them;
- b) The year the company was founded and/or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation;
- c) The location of company headquarters and any field office(s) that may provide services for any resulting Contract under this Solicitation;
- d) The number of employees in the company, both locally and nationally, and the location(s) from which employees will be assigned;
- e) The name, address, and telephone number of Respondent's point of contact for any resulting Contract under this Solicitation; and
- f) Indicate whether the company has ever been engaged under a contract by any Texas state agency. If "Yes," specify when, for what duties, and for which agency.

Note: If Respondent is an out-of-state company, a Certificate of Authority from the Texas Secretary of State to do business in Texas must be provided as well.

7.2 REFERENCES

Respondent shall provide a minimum of three (3) references from similar contracts or projects performed, preferably for state and/or local government, within the last five (5) years. Respondent must verify current contracts. Information provided shall include:

- a) Client name;
- b) Contract/project description;
- c) Total dollar amount of contract/project;
- d) Key staff assigned to the referenced contract/project that will be; designated for work under this Solicitation; and
- e) Client contract/project manager name, telephone number, fax number and email address.

7.3 MAJOR SUBCONTRACTOR INFORMATION

Respondent must identify any major subcontractors whom Respondent intends to utilize in performing fifteen percent (15%) or more of any Contract. Respondent must indicate whether or not Respondent holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Respondent's obligations under any Contract awarded pursuant to this Solicitation.

7.4 LITIGATION AND CONTRACT HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures. In addition, Respondent must disclose any civil or criminal litigation or investigation over the last five (5) years that involves Respondent or in which Respondent has been judged guilty or liable including any allegations of such that are currently pending.

Respondent must also disclose any settlement agreements entered into in the last five (5) years related to alleged contractual failures. Failure to comply with the terms of this provision may disqualify Respondent. Solicitation Response may be rejected based upon Respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

Failure to comply with the terms of this provision may disqualify Respondent. Solicitation Response may be rejected based upon Respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations. Complete this information on **Form N Litigation and Contract History**.

7.5 CONFLICTS

Respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFP and any resulting Contract. 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. The System Agency 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 actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of a Contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any. Complete this information on **Form O Conflicts**.

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful Respondent awarded a Contract greater than one (1) million dollars, or that requires an action or vote of the governing body, must submit a disclosure of interested parties to the System Agency at the time the business entity submits the signed Contract. Rules and filing instructions may be found on the Texas Ethics Commission's public website and additional instructions will be given by HHSC to successful Respondents.

7.6 AFFIRMATIONS AND SOLICITATION ACCEPTANCE, CERTIFICATIONS

Respondent must complete and return all of the following listed forms:

- a) Exhibit A: Affirmations and Solicitation Acceptance
- b) Exhibit B: Federal Assurances and Certifications
- c) Exhibit H: Exceptions Form

7.7. OTHER REPORTS

7.7.1 DUN AND BRADSTREET REPORT

Respondents with a Dun and Bradstreet number must include a Comprehensive Insight Plus Report, Business Information Report or Credit eValuator Report with their Solicitation Response.

7.7.2 Financial Capacity and Annual Report

Respondent shall submit an annual report, which must include:

- a) Last four (4) years of audited financial statements;
- b) If applicable, last four (4) years of consolidated statements for any holding companies or affiliates;
- c) An unaudited financial statement of the most recent quarter of operation; and
- d) A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

If Respondent is unable to provide the annual report specified above, Respondent may, at the discretion of the System Agency, provide the following annual report:

- a) Last four (4) years unaudited financial statements or a balance sheet statement of financial position;
- b) An un-audited financial statement of the most recent quarter of operation; and

- c) A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

7.8 CORPORATE GUARANTEE

If the Respondent is substantially owned or controlled, in whole or in part, by one or more other legal entities, the Respondent must submit the information required under the "Financial Capacity" section above for each such entity, including the most recent financial statement for each such entity. The Respondent must also include a statement that the entity or entities will unconditionally guarantee performance by the Respondent of each and every obligation, warranty, covenant, term and condition of the Contract. If HHSC determines that an entity does not have sufficient financial resources to guarantee the Respondent's performance, HHSC may require the Respondent to obtain another acceptable financial instrument or resource from such entity, or to obtain an acceptable guarantee from another entity with sufficient financial resources to guarantee performance.

7.9 HUB SUBCONTRACTING PLAN

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

In accordance with Texas Government Code Chapter 2161, Subchapter F, §2161.252(b) a proposal that does not contain an HSP is non-responsive; and in accordance with Texas Administrative Code, Title 34, §20.285(b)(3), Responses that do not include a completed HSP shall 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.

Submit one (1) copy of the HSP, in accordance with the RFP, in a separate sealed envelope with the RFP submission labeled: HUB Subcontracting Plan, and include all supporting documentation in accordance with **Form J - HSP**. In addition, submit one (1) electronic copy of the HSP on a portable media, such as a flash drive, compatible with Microsoft Office.

ARTICLE 8. COST PROPOSAL

8.1 COST PROPOSAL

As noted above, cost information must not be included with the Respondent's Information and Narrative proposal. Respondent must submit **Form A Respondent's Cost Proposal** for the services listed in Article 2. Scope of Work. The Cost Proposal provided is for the services as specified in this Solicitation and to provide the services according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this RFP.

The Respondent is to use the approximate number of employees for HHSC and DSHS (headcount) indicated in Section 1.1 Executive Summary to base its cost for the proposal

pricing. However, the figures are subject to change depending on legislative mandated staffing levels and other contingencies.

8.1.1 Invoices

Contractor will be paid on the completion and acceptance of Services and Deliverables by HHSC or its designee. Contractor will submit invoices monthly to the HHSC Contract Manager.

8.1.2 Time and Manner of Payment

Payments for Services and Deliverables under the Contract will be made in accordance with the timelines and procedures set forth in the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

ARTICLE 9. GENERAL TERMS AND CONDITIONS

9.1 GENERAL CONDITIONS

9.1.1 Amendment

The System Agency reserves the right to alter, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of the State.

9.1.2 Offer Period

Solicitation Responses shall be binding for a period of 240 days after the due date for submission of Solicitation Responses. Each Respondent may extend the time for which its Solicitation Response will be honored. Upon Contract execution, prices agreed upon by the Respondent(s) are an irrevocable offer for the term of the Contract and any Contract renewals or extension(s). No other costs, rates, or fees shall be payable to the Respondent unless expressly agreed upon in writing by the System Agency.

9.1.3 Costs Incurred

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by any System Agency to award a Contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. The System Agency 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 Solicitation Responses, 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.

9.1.4 Contract Responsibility

The System agency will look solely to Respondent for the performance of all contractual obligations that may result from an award based on this Solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its subcontractors.

9.1.5 Public Information Act

Solicitation Responses are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Subject to the PIA, certain information may be protected from public release. Respondents who wish to protect portions of the Solicitation Response from public disclosure should familiarize themselves with this law. Information pertaining to the Solicitation will be withheld or released only in accordance with the PIA.

9.2 INSURANCE

9.2.1 Required Coverage

For the duration of any Contract resulting from this Solicitation, Respondent shall acquire insurance, bonds, or both, with financially sound and reputable independent insurers. The Contractor and its subcontractors will need to demonstrate and maintain insurance coverage (including but not limited to General Liability Insurance, Professional Liability Insurance or other relevant insurance) to ensure that employees and/or family members may be safe, secure and confident that they will not be placed in harm's way. The successful Respondent will have insurance in the amount of the total amount of the contract between HHSC and the Contractor. Any subcontractor of the Contractor, providing services pursuant to this Request for Proposal, will have insurance in an amount that provides reasonable coverage in the event that claims may arise in the performance of the services under this procurement.

Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of Contract.

9.2.2 Alternative Insurability

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

9.3 PROTEST

If a Respondent wishes to file a protest they may do so in accordance with the rules published by HHSC in the Texas Administrative Code 1 Chapter 391.

ARTICLE 10. SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies documents requested in this Solicitation.

Original Solicitation Response Package

The Solicitation Package must include the two (2) "Original" Solicitation Responses in hard-copy, separated in three (3) Sections with a separate cover page as described in detail below, combined in one (1) package and clearly labeled "Original" on each.










1. Proposal and Respondent Information	RFP Location	
a. Narrative Proposal	(Section 6.1)	_____
b. Technical Proposal	(Section 6.2)	_____
c. Company Information	(Section 7.1)	_____
d. References	(Section 7.2)	_____
e. Major Subcontractor Information	(Section 7.3)	_____
f. Litigation and Contract History	(Section 7.4)	_____
g. Conflicts	(Section 7.5)	_____
h. Affirmations and Solicitation Acceptance, Certifications	(Section 7.6)	_____
i. Exceptions and Assumptions	(Sections 4.6.5 and 4.6.6)	_____
j. Dun and Bradstreet Report	(Section 7.7.1)	_____
k. Financial Capacity and Annual Report	(Section 7.7.2)	_____
l. Corporate Guarantee	(Section 7.8)	_____
2. Cost Proposal	(Article 8 and Form A)	_____
3. HUB Subcontracting Plan	(Section 7.9 and Form J)	_____








Copies to be provided (all clearly labeled as "Original Copy")

_____ Five (5) Electronic copies of **Solicitation Response** in searchable pdf format on individual USB drives. See 7.9 to review requirements for the **Form J** HSP submission.

The electronic copies must be organized with a file format that corresponds with the checklist provided in this RFP and compatible with Microsoft Office.

Respondent must complete and return all of the following listed forms.

Form A	Respondent's Cost Proposal Section 2.1.3 & Article 8	 FORM A RESPONDENT'S COS
Form B	Respondent's Sample 24-Hour Hotline Assessment Questionnaire Section 2.1.3.2	 FORM B RESPONDENT'S SAM
Form C	Template for Provider Network Listing, By City Section 2.1.3.3	 FORM C TEMPLATE FOR PROVIDER NET
Form D	Sample Promotional and Information Materials Section 2.1.3.7	 FORM D SAMPLE PROMOTIONAL AND
Form E	Template for Trainings/Seminars List Section 2.1.3.8	 FORM E TEMPLATE FOR TRAININGS SEM
Form F	Respondent's Sample Customer Feedback Survey Section 2.1.3.8	 FORM F RESPONDENT'S SAM
Form G	Sample of Agency EAP Quarterly Utilization Report Section 2.1.3.10	 FORM G SAMPLE OF AGENCY EAP QU,
Form H	Respondent's Sample Quarterly Utilization Report Section 2.1.3.10	 FORM H RESPONDENT'S SAM
Form I	Respondent's Grievance Procedure Section 2.1.3.11	 FORM I RESPONDENT'S GRIE

Form J	HUB Subcontracting Checklist and Plan Section 7.9	  FORM J HSP and Form J HUB Quick Checklist 02_1Language HHS0001;
Form K	Face Page	 Form K Face Page.docx
Form L	Experience Narrative Section 7.1	 FORM L Experience Narrative.docx
Form M	Respondent's Background and Commitment Questionnaire Section 5.1.2	 FORM M Respondents Backg
Form N	Litigation and Contract History Section 7.4	 FORM N LITIGATION AND CONTRACT HIS
Form O	Conflicts Section 7.5	 FORM O CONFLICTS.docx

The contract awarded is a result of this RFP and all exhibits listed below.


Exhibit A	Affirmations and Solicitation Acceptance	 Exhibit A Affirmations and So
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Exhibit B	Federal Assurances and Certifications, Version 1.3	 Exhibit B Federal Assurances.pdf
Exhibit C	HHSC Uniform Terms and Conditions, Vendor, Version 2.15	 Exhibit C HHSC Uniform Terms and (
Exhibit D	HHSC Special Conditions, Version 1.2	 Exhibit D HHSC Special Conditions.r
Exhibit E	Uniform EIR Accessibility Clause	 Exhibit E UNIFORM EIR ACCESSIBILITY CL
Exhibit F	Mandatory Security Requirements Statements	 Exhibit F Mandatory Security
Exhibit G	Texas HHS System Data Use Agreement (DUA), Version 8.4 Attachment 2 – Security and Privacy Inquiry (SPI), Version 2.1	  Exhibit G Data Use Agreement.pdf Exhibit G Att 2 Security and Privacy
Exhibit H	Exceptions	 Exhibit H Exceptions.docx

Exhibit I	Example of Evaluation Score Sheet	 Exhibit I EAP RFP Evaluator Score Sheet
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