



# **TEXAS**

## **Health and Human Services**

**Cecile E. Young, Executive Commissioner**

**Request for Qualifications (RFQ)  
For  
Forensic Inpatient Psychiatric Hospital Services  
RFQ No. HHS0012696**

**Date of Release: January 25, 2023  
Responses Due: February 24, 2023, by 10:30 a.m. Central Time**

### **NIGP Class/Item Codes**

- 948-07 - Administration Services, Health**
- 948-46 - Hospital Services, Inpatient and Outpatient**
- 948-64 - Nursing Services**
- 948-74 - Professional Medical Services: Physicians, Pharmacists, and All Specialties**
- 948-76 - Psychologists, Psychological and Psychiatric Services, Including Behavioral Management Services**
- 948-87 - \*Telemedical Professional Services**
- 952-62 - Mental Health Services: Vocational, Residential, Etc.**  
(\*) Automated Information Systems (AIS)”

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## **ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY**

### **1.1 EXECUTIVE SUMMARY**

The Health and Human Services Commission of the State of Texas (HHSC) is soliciting proposals from qualified hospitals to provide Forensic inpatient psychiatric services based on a maximum capacity of twenty (20) patients. Forensic psychiatric services are also referred to as competency restoration services. Patients who require these services are individuals who have been committed to a State hospital by a Texas State court.

The purpose of this Solicitation is to support the growing need for competency restoration in State hospitals, as demonstrated by the increasing number of patients who have been committed to a State hospital and are awaiting State hospital admission. The Contractor selected under this Solicitation must begin providing services pursuant to this Solicitation beginning on September. The Contractor must satisfy the requirements of this Solicitation, as well as demonstrate its ability to meet or exceed requirements to provide administrative and professional hospital operational services. HHSC Procurement and Contracting Services (HHSC PCS) will administer the procurement process for this Solicitation, which includes RFQ publication, handling of communications from vendors, as well as managing the receipt of Solicitation Responses for review and evaluation.

To be considered for Contract award, Respondent must complete and sign **Exhibit, A HHS Solicitation Affirmations, Version 2.3** of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

Information regarding HHSC and its programs is available online and currently may be accessed at <https://www.hhs.texas.gov>.

### **1.2 DEFINITIONS**

Unless a different definition is specified, or the context clearly indicates otherwise, the definitions and acronyms given to a term below apply whenever the term appears in this Solicitation. See also **Exhibit B, HHSC Uniform Terms and Conditions, Vendor Version 3.3** for additional definitions. All other terms have their ordinary and common meaning.

“**Addendum**” means a written clarification or revision to this Solicitation issued by HHSC.

“**Award Consideration (AC) Documents**” means documents Respondent must submit as part of the Solicitation Response to be considered for negotiations or award.

“**Centers for Medicare & Medicaid Services (CMS)**” is the federal agency within the U.S. Department of Health and Human Services (HHS) that administers the nation’s major healthcare programs including Medicare, Medicaid, the Children’s Health Insurance Program (CHIP), and the State and federal health insurance marketplaces.

“**Client Assignment and Registration System (CARE)**” is the system that registers and tracks Texas Health and Human Services (Texas HHS) individuals throughout the mental health and intellectual and developmental disability delivery system. The mainframe CARE system uses unique, statewide individual identification numbers to maintain descriptive information, such as demographics, county of residence, financial status, diagnostics, commitment status, and mental health and IDD needs.

“Competitive Range” has the same meaning as the definition under Texas Administrative Code, Title 1, Part 15, Chapter 391, Subchapter A, Rule §391.107(3).

“ESBD” or “Electronic State Business Daily” means the electronic marketplace, operated by the Texas Comptroller of Public Accounts (Texas Comptroller), where agencies of the State post bid opportunities that are valued at or above \$25,000. The ESBD currently may be accessed at <http://www.txsmartbuy.com/sp/>.

“Final Written Response Score” refers to the final scoring of the written response as documented in the Solicitation.

“Forensic,” refers specifically to services that are provided to patients who have been committed to the Texas State Hospitals by a Texas State court under the authority of [Texas Code of Criminal Procedure, Title 1, Chapter 46B](#) (relating to Incompetency to Stand Trial).

“HHSC PCS” means Procurement and Contracting Services (PCS), a division of HHSC.

“Hospital” means an entity that is licensed in Texas to perform as a general hospital or as a special hospital. A “general hospital” is an establishment that: (a) offers services, facilities, and beds for use for more than 24 hours for two or more unrelated patients who require diagnosis, treatment, or care for illness, injury, deformity, abnormality, or pregnancy; and (b) regularly maintains, at a minimum, clinical laboratory services, diagnostic X-ray services, treatment facilities including surgery or obstetrical care or both, and other definitive medical or surgical treatment of similar extent. A “special hospital” is an establishment that: (a) offers services, facilities, and beds for use for more than 24 hours for two or more unrelated patients who are regularly admitted, treated, and discharged and who require services more intensive than room, board, personal services, and general nursing care; and (b) has clinical laboratory facilities, diagnostic X-ray facilities, treatment facilities, or other definitive medical treatment. Both general and special hospitals must have medical staff (which include Texas-licensed physician(s)) in regular attendance and must maintain records of the services provided to each patient.

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

“Joint Commission [The]” refers to the independent not-for-profit organization that accredits and certifies the majority of health care organizations and programs in the United States, including hospitals and health care organizations that provide ambulatory and office-based surgery, behavioral health, home health care, laboratory, and nursing care center services. Founded in 1951, The Joint Commission is the nation's oldest and largest standards-setting and accrediting body in health care.

“Respondent” means an entity that submits a written request for consideration for Contract award in answer to this Solicitation.

“Solicitation Consideration (SC) Documents” means documents that must be submitted by Respondent with the Solicitation Response in order to be considered for evaluation, which cannot be resubmitted or be remedied of errors after the designated date and time for submission shown below in **Section 3.1 (Schedule of Events)**.

“Solicitation Response” means Respondent’s submissions in answer to this Solicitation.

“SOQ” means Statement of Qualifications.

“State” means the State of Texas and its instrumentalities, including HHSC and any other State agency, its officers, employees, or authorized agents.

“Statement of Qualifications” means the same as “Solicitation Response.”

“TAC” means Texas Administrative Code.

“Telehealth Service” means a health service, other than a telemedicine medical service, delivered by a health professional who is licensed, certified, or otherwise entitled to practice in the State and who is acting within the scope of the health professional’s license, certification, or entitlement in the treatment of a patient at a different physical location than the health professional using telecommunications or information technology.

“Waitlist” means a register of defendants, whether charged with felonies or with misdemeanors punishable by confinement, who are awaiting admission to a facility that provides inpatient competency restoration services.

### **1.3 AUTHORITY**

HHSC is soliciting the services herein under the authority of Texas Government Code, Section 2155.144 (relating to Procurements by Health and Human Services Agencies) and Chapter 2254, Subchapter A (relating to Professional Services).

## ARTICLE II. SCOPE OF WORK

### **2.1 FORENSIC INPATIENT PSYCHIATRIC HOSPITAL SERVICES**

#### **2.1.1 Respondent Eligibility Criteria**

The successful Respondent to this Solicitation must be a Hospital that:

- a. Currently provides Inpatient Competency Restoration Program (ICRP) Services in Texas; and
- b. On or before September 1, 2023, possesses ready-to-occupy capacity and the necessary staff to support at least 20 beds for inpatient Services.

#### **2.1.2 Eligible Population to be Served**

- a. Individuals that are the age of 18 years or older and in accordance with **Exhibit I, Appropriate Use Criteria**; and
- b. Individuals committed to the Texas State Hospitals by a Texas State court under [Texas Code of Criminal Procedure \(Texas CCP\) Title 1, Chapter 46B.](#)

#### **2.1.3 Service Area**

The patients served will come from counties across Texas. HHSC reserves the right to negotiate the geographic boundaries of a designated service delivery area(s).

#### **2.1.4 Inpatient Competency Restoration Program**

Competency restoration is the process by which accused criminal defendants, who have been found incompetent to stand trial, are provided with treatment and education in order to obtain a rational and factual understanding of the legal proceedings they will encounter. HHSC operates several mental health facilities that provide inpatient competency restoration services throughout the State. According to Texas CCP, Article 46B, only facilities that are either operated by HHSC or under contract with HHSC are allowed to provide these services.

The Texas CCP requires an inpatient mental health facility that provides Services to do the following:

- a. Develop a patient treatment plan for patients committed to the facility for competency restoration;
- b. Assess whether competency is attainable in the foreseeable future;
- c. Report to the court and the local mental health authority (LMHA)/local behavioral health authority on progress towards competency at least once during the commitment period;
- d. Provide notice to the court when competency is attained, competency is not achievable in the foreseeable future, when the term of the commitment order is set to expire, if criteria for civil commitment is met, and when the final competency report is available; and
- e. Provide competency restoration education services that include:
  1. Definitions of important persons in the courtroom and important legal terms;
  2. Instructions on how to behave in the courtroom and effectively work with



- counsel;
- 3. Information about court-ordered medications and rights as a Forensic patient; and
- 4. An explanation of criminal charges and potential consequences.

In developing and implementing the ICRP, the Contractor must:

- a. No later than September 1, 2023, begin accepting eligible Forensic patients as set forth above in **Section 2.1.2 (Eligible Population to be Served)** and implement an ICRP for those patients;
- b. Maintain operations of the minimum number of Forensic beds for the ICRP, as set forth above in **Section 2.1.1 (Respondent Eligibility Criteria)**;
- c. In collaboration with the Texas State Hospitals Admissions Management Team and as guided by the instructions in **Exhibit H, Forensic Admission Referral and Coordination**, accept all referrals that meet the criteria in **Exhibit I, Appropriate Use Criteria** from the Texas State Hospitals Non-Maximum Security Clearinghouse List, which applies to patients who do not require admission to a maximum-security hospital and who can be served in a hospital designated by HHSC pursuant to [Texas CCP, Title 1, Chapter 46B Articles 46B.073\(c\)](#) (relating to Commitment for Restoration to Competency). Furthermore, the Contractors selected through this Solicitation will be specifically designated by HHSC to accept admission of patients pursuant to the [Texas CCP, Title 1, Chapter 46B Article 46B.0021](#);
- d. Provide clinically appropriate and effective Services and treatment in accordance with professional practices and conditional release/discharge planning for patients who are adjudicated incompetent to stand trial pursuant to [Texas CCP, Title 1, Chapter 46B](#);
- e. Regularly assess and reassess patients for restoration of competency as guided by the [Texas CCP, Title 1, Chapter 46B](#) and competency restoration best practices;
- f. Provide timely reports to the courts and to each patient's assigned LMHA regarding the patient's progress toward achieving competency to stand trial, including recommendations for extended mental health treatment, pursuant to Texas CCP, Title 1, Chapter 46B Article 46B.077 (relating to Individual Treatment Program);
- g. Make reasonable efforts with the designated LMHA, local behavioral health authority (LBHA), or local intellectual and developmental disability authority (LIDDA) to provide discharge planning for persons who are discharged unexpectedly, which shall include discharge due to:
  - 1. A patient's unauthorized departure;
  - 2. Criminal charges being dropped, or court otherwise releasing the patient;
  - 3. Death of the patient; or
  - 4. Execution of an arrest warrant for the patient;
- h. Provide continuity of care to patients entering and completing the program as outlined in TAC Title 26, Part 1, Chapter 306, Subchapter D (relating to Mental

Health Services – Admission, Continuity, and Discharge);

- i. Collaborate with committing courts and other appropriate entities within the judicial or mental health systems as permitted by law or requested by the court; and
- j. Use best practices and reasonable efforts to maintain an average daily census that is 95% of the designated Forensic bed capacity. Average daily census is computed by dividing the total number of bed days used during the month by the number of calendar days in the month.

If a Contractor suspects that a patient has an intellectual and developmental disability, then the Contractor shall notify the Texas State Hospitals Chief of Forensic Medicine or designee by e-mailing the Forensic admissions mailbox at ([forensicadmissions@hhsc.state.tx.us](mailto:forensicadmissions@hhsc.state.tx.us)), unless instructed otherwise in the Contract or in writing by an authorized HHSC representative.

If the patient's initial commitment under [Texas CCP, Title 1, Chapter 46B Article 46B.073](#), inclusive of the statutorily allowed 60-day extension, is approaching expiration and the Contractor determines that it is clinically appropriate for the patient to receive continued Services at the Hospital, the Contractor will obtain a commitment order for the patient pursuant to [Texas CCP, Title 1, Chapter 46B Article 46B.102](#) and continue serving that patient with no disruption in care until the patient can be transferred to a State hospital for longer-term treatment in accordance with the process outlined in the **Exhibit J, Notification and Transfer of Forensic Patients**; If the patient's initial commitment is approaching expiration and the Hospital determines, through clinical assessment and observation, that the patient is not likely to be restored to competency, the Contractor will contact the forensic admissions mailbox ([forensicadmissions@hhsc.state.tx.us](mailto:forensicadmissions@hhsc.state.tx.us)), unless instructed otherwise in the Contract or in writing by an authorized HHSC representative, to arrange the next course of treatment for the patient, prior to discharging the patient back to court, including but not limited to a formal competency evaluation report stating the opinion of non-restorability.

#### **2.1.5 Admission, Continuity of Care and Discharge Requirements**

- a. The Contractor must ensure that patients are provided with a full array of Services, including treatment that:
  1. Is effective, responsive, individualized, goal-directed, culturally competent, least restrictive, and evidence-based ;
  2. Is provided through the development and implementation of a comprehensive treatment plan by an interdisciplinary team and corresponding intervention(s) including but not limited to:
    - i. A reasonable and appropriate discharge plan that is developed by the Contractor, LMHA/LBHA or LIDDA, courts, and/or the patient's legal authorized representatives; and
    - ii. Communication that will facilitate the exchange of information between the Contractor, LMHA/LBHA or LIDDA, court, or other parties needed to accomplish common admission, transfer, and discharge activities;
  3. Promotes recovery, independence, and self-sufficiency;

4. Upholds HIPAA privacy rules;
  5. Protects comprehensive patient rights consistent with State and federal regulations, and Joint Commission requirements;
  6. Incorporates a behavior management program as appropriate, and
  7. Provides Telehealth Services and telemedicine as needed.
- b. The Contractors must demonstrate efforts to reduce restraint and seclusion by adopting and implementing the following restraint/seclusion reduction tools:
1. Using assessment tools to identify risk factors for violence and seclusion and restraint history;
  2. Using a trauma assessment;
  3. Using clinical tools to identify persons with risk factors for death and injury;
  4. Using de-escalating or safety surveys; and
  5. Making environmental changes to include comfort and sensory rooms and other meaningful clinical interventions that assist people in emotional self-management.
- c. The Contractor must comply with the following standards regarding admission, continuity of care, and discharge:
1. For admissions ordered under [Texas CCP, Title 1, Chapter 46B Article 46B.073](#), the Contractor must collaborate with the Texas State Hospitals Admissions Management Team on: (1) receiving information about persons on the State hospital Waitlist; and (2) coordinating the admission of those persons as shown in **Exhibit H, Forensic Admission Referral and Coordination**. When the Contractor admits a patient, a licensed physician must issue and sign a written order admitting the patient.
  2. The Contractor must conduct an intake process as soon as possible, but not later than 24 hours after the patient is admitted. The intake process shall include:
    - i. Obtaining relevant information about the patient, including information about finances, third-party coverage or insurance benefits, and advance directives; and
    - ii. Explaining, orally and in writing, the patient's rights described in TAC Title 25, Part 1, Chapter 404, Subchapter E (relating to Rights of Persons Receiving Mental Health Services), including:
      - A. The Contractor's services and treatment as they relate to the patient; and
      - B. The existence, purpose, telephone number, and address of the protection and advocacy system established in Texas, which is [Disability Rights, Texas](#), as required by [Texas Health and Safety Code §576.008](#) (relating to Notification of Protection and Advocacy System).
  3. When the Contractor admits a patient, the Contractor must promptly, but no later than 24 hours after admission, notify the LMHA of residence of the

patient's admission.

4. The Contractor must ensure entry of Client Assignment and Registration ("CARE") assignments, including discharges, for Forensic patients served within the Hospital. The Contractor must develop and use local reporting unit(s) for the ICRP that will provide an assigned location for all patients served at the Hospital. This information shall also be entered into CARE when reporting on beds utilized at the Hospital.
5. The Contractor must begin discharge planning for the patient upon admission of a patient to the Hospital
6. Discharge planning must involve the patient, Hospital treatment team, LMHA/LBHA, or LIDDA as appropriate. Discharge planning for patients committed for competency restoration must also involve court personnel, the patient's attorney, LAR, and any other service providers, parties, or agencies as appropriate. Involvement in discharge planning may be held via teleconference or videoconference. The Contractor is responsible for notifying individuals involved in discharge planning of scheduled treatment team meetings and case reviews.
7. Discharge planning must include, at a minimum, the following activities:
  - i. Identifying and recommending clinical services and supports needed by the patient after discharge or transfer;
  - ii. Counseling the patient and the patient's Legally Authorized Representative (LAR), if applicable, to prepare them for care after discharge or transfer; and
  - iii. Preparing a continuing care plan by the patient's treating physician (unless the physician believes the patient does not require continuing care), which includes:
    - A. A description of recommended services and supports the patient may receive after discharge or transfer;
    - B. A description of problems identified at discharge or transfer, which may include any issues that disrupt the patient's stability;
    - C. The patient's goals, interventions, and objectives as stated in the patient's treatment plan in the Hospital;
    - D. Comments or additional information;
    - E. A final diagnosis based on the most current edition of the Diagnostic Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association;
    - F. The provider(s) to whom the patient will be referred to for any services or supports after discharge or transfer; and
    - G. Development of a transportation plan in conjunction with law enforcement or other entity as appropriate.

#### **2.1.6 Disaster Services**

- a. The Contractor must develop a disaster services plan for when the Contractor is unable to fully operate or cannot provide Services at all due to storm damage or

other disasters, The Contractor must report the quarterly expenditures to HHSC for each authorized service provided under the disaster services plan.

- b. During periods of disasters beyond the Contractor's control, the Contractor may utilize funding allocated by HHSC, with prior HHSC approval, to the Contractor for purchasing the following:
  - 1. Crisis respite beds;
  - 2. Adult psychiatric inpatient beds;
  - 3. Psychiatric assessment and coordination; and
  - 4. Mental health transport.
- c. If the ICRP is not fully operational due to storm damage or other disaster, the Contractor, with HHSC approval, may utilize funding allocated by HHSC to the Contractor during times when the Contractor is not fully operational to purchase alternate facility inpatient beds meeting standards for this committed population.

### **2.1.7 Telehealth Services and Telemedicine Medical Services**

The Contractor may use Telehealth Services and telemedicine medical services pursuant to Chapter 111 of the Texas Occupations Code (relating to Telemedicine, Teledentistry, and Telehealth) and other applicable State and federal laws regarding payment sources, including provisions in Chapter 531 of the Texas Government Code –Sections 531.0216, 531.02161, 531.0217(b) and 531.02253. The Contractor must comply with all of the following in providing Telehealth Services and telemedicine services:

- a. Patients, or a patient's LAR, must give written consent to receive services via Telehealth Services and telemedicine;
- b. Telehealth Services and telemedicine services must comply with all Texas Medicaid requirements for Telehealth Services, as well as the licensure/practice act requirements for each physician or health professional; and
- c. Technology used to provide Telehealth Services must be compliant with HIPAA and the Family Educational Rights and Privacy Act of 1974 ("FERPA"), as may be applicable to the patient.

### **2.1.8 Personnel Standards and Requirements**

- a. The Contractor must maintain qualified personnel, including but not limited to, physicians and health professionals, in accordance with all Joint Commission standards, Texas statutory requirements, HHSC regulations and policies, and established industry standards for inpatient mental health facilities.
- b. The Contractor is solely responsible for hiring, directing, supervising, terminating, and compensating Hospital personnel, representatives, agents, subcontractors, and third-party service providers delivering Services under the Contract. The Contractor shall have no claim against HHSC for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- c. The Contractor must conduct criminal background checks on all Hospital personnel, including but not limited to, full-time staff, part-time staff, professors, medical fellowships, medical residents, medical students, interns, or volunteers, or

any other staff whose primary duty station is at the Hospital. All background checks/clearances must be conducted in accordance with Chapter 250 of the Texas Health and Safety Code. If the results of any criminal background check show that an individual has been convicted of or received deferred adjudication for any of the criminal offenses listed in Texas Health and Safety Code §250.006 (relating to Convictions Barring Employment) or other applicable laws, that individual will be barred from the Hospital premises and from participating in any activities or services related to the Contract.

- d. The Contractor must provide written notification to HHSC of changes in the Hospital's Chief Executive Officer, Chief Operating Officer, Chief Medical Officer, and executive and clinical leadership team for the ICRP within 30 calendar days after the change.

### **2.1.9 Program Requirements to Maintain**

- a. The Contractor must ensure detailed financial records are kept throughout the life of the Contract that account for all expenditures of funding allocated by HHSC, including but not limited to, all detailed expenditures for the support, maintenance, and treatment related to providing the Services.

The Contractor will participate as a non-voting member of the governing body for State hospitals and will participate in governing body subcommittees as appropriate.

- b. The Contractor shall ensure that funding allocated by HHSC for inpatient competency restoration services, after any available third-party insurance, indigent care programs, or other local medical care programs, covers the costs for all medical care and treatment including the cost of psychiatric and physician services and all non-prescription and prescription medications incurred by or on behalf of patients admitted to the Hospital. This includes all on-site medical care and treatment, and any cost related to the initial evaluation and diagnosis of patient conditions, that are incurred by or on behalf of patients admitted. The Contractor acknowledges that HHSC shall provide no additional funds for the delivery of inpatient competency restoration services beyond the amount of funding that was agreed upon for the contractual term.
- c. The Contractor shall promote and protect patient rights and value patient feedback and satisfaction as measures of Contractor service quality. To support this function, the Contractor shall designate a rights protection officer who receives, investigates, collects, and reviews data and reports quarterly to HHSC on patient, family or other complaints related to the rights of Hospital patients.
- d. The Contractor shall report all allegations of abuse, neglect, or exploitation of a patient in a bed to the Texas Abuse Hotline by calling (800) 252-5400 or by reporting online at <https://www.txabusehotline.org>; and the Contractor shall follow all requirements related to the reporting and investigation of abuse, neglect or exploitation in accordance with Chapter 48 of the Texas Human Resources Code (relating to Investigations and Protective Services for Elderly Persons and Persons With Disabilities).

- e. The Contractor must ensure compliance with all standards established by and maintain accreditation with The Joint Commission, or other accrediting body granted deeming authority by the CMS, throughout the term of the Contract.
- f. The Contractor must ensure compliance with all applicable federal and State laws, rules, regulations, standards, guidelines, and policies in effect beginning on the effective date of this Contract unless amended, including, but not limited to:
  1. Emergency Medical Treatment and Labor Act of 1986 (EMTALA);
  2. Texas Health and Safety Code Chapters 241 and 571 through 577; and
  3. Texas Code of Criminal Procedure Chapter 46B.
- g. The Contractor must ensure compliance with all State and federal statutes and regulations, as well as all HHSC rules, policies, procedures, and guidelines governing the provision of inpatient mental health services, including but not limited to:
  1. TAC Title 25, Part 1, Chapters 133, 404, 405, 411, 414, 415; TAC Title 26, Part 1, Chapter 306; and TAC Title 40, Part 19, Chapter 705; and
  2. Other HHSC rules, policies, procedures, and guidelines. The aforementioned rules in TAC Titles 25, 26, and 40, as they relate to the provision of inpatient mental health services, may be further modified, revised, and transferred within their existing titles or into another title during the term of this Contract. In the event of such modifications or transfers, the Contractor shall be required to comply with said rules.
- h. The Contractor, in delivering inpatient competency restoration services, must work with HHSC on capacity-management for State hospitals with the goal of increasing access to services and decreasing wait times of persons on the State hospital Waitlist. This includes, but is not limited to, serving patients from other State hospitals and expedited admissions as determined by the Texas State Hospitals Associate Commissioner or an authorized designee.

**2.1.10 Primary and Secondary Points of Contact**

The Contractor must designate primary and secondary points of contact, as well as an emergency contact roster of persons, all of whom will be responsible for communicating, corresponding, responding, and reporting to HHSC during and after business hours regarding delivery of the ICRP outlined in this Solicitation. The Contractor's points of contact shall contact the Texas State Hospitals Capacity Management Team, inquires initiated by HHSC within four (4) hours. HHSC will endeavor to contact non-primary points of contact only in an emergency. Communication with the Contractor's points of contacts are not intended to limit conversations between medical leadership, clinical teams, and central office admission management staff with like Hospital personnel.

**2.1.11 Medications and Medication Related Services**

The Contractor must provide all medications and medication-related services to patients served under the Contract in accordance with all applicable State and federal statutes and regulations, as well as HHSC rules, policies, procedures, and guidelines

governing medications and medication-related services, including but not limited to, TAC Title 26, Part 1, Chapter 306, Subchapter G, and HHSC rules, policies, procedures.

### 2.1.12 Reporting Requirements

The Contractor must ensure that all reports, supporting documentation, and other information the Contractor is required to submit to HHSC under the Contract are submitted via e-mail to [sh\\_contracted\\_hospital\\_reports@hhs.texas.gov](mailto:sh_contracted_hospital_reports@hhs.texas.gov). A copy of any correspondence also must be provided to the designated HHSC representative, unless instructed otherwise in the Contract or in writing by an authorized HHSC representative.

- a. The Contractor must notify HHSC of all reports of death, abuse, neglect, exploitation, illegal, unethical or unprofessional conduct, or other unusual incidents impacting the Contractor and report the investigation disposition of each incident using **Exhibit K, Example of Unusual Incident Summary Reporting Form** within two (2) business days of the initial disposition.
- b. The Contractor must report the daily census of designated State hospital beds, using either a UT Health-developed and HHSC-approved report format *or* by submitting the Daily Census Report using the form in **Exhibit L, Example of Daily Census Report**, each business day no later than 8:00 a.m. via e-mail to [sh\\_contracted\\_hospital\\_reports@hhs.texas.gov](mailto:sh_contracted_hospital_reports@hhs.texas.gov). A copy of the correspondence also must be provided to the designated HHSC Representative, unless instructed otherwise in this Contract or in writing by an authorized HHSC representative.
- c. The Contractor shall report to the Texas State Hospitals Incident Management Coordinator ([incidentnotificationsh@hhsc.state.tx.us](mailto:incidentnotificationsh@hhsc.state.tx.us)), upon becoming aware of the situation or within two (2) business days, the following other incidents involving Forensic patients served under this Solicitation:
  1. Severe weather resulting in damage to person or property;
  2. Fire resulting in destruction of property;
  3. Computer, power, and telephone outages that affect Contractor operations or communications to or from the Hospital;
  4. Cyber ransomware attacks;
  5. Accidents on Hospital grounds resulting in serious injury or loss of property;
  6. Unannounced visits by The Joint Commission, Centers for Medicare & Medicaid Services, HHSC Regulatory, Texas State Auditor's Office, or other State or federal regulatory or oversight entities;
  7. Infectious diseases, other than COVID-19, that affect Contractor operations or census. Patients testing positive or are symptomatic for COVID-19 must be reported to HHSC on **Exhibit L, Example Daily Census Report**; and
  8. Any other incident that is likely to present a legal liability to HHSC or to the Contractor (including its officers, executives, directors, employees, or authorized agents), or create media attention.
- d. The Contractor must track and address patient complaints and grievances and, within 30 days of the close of the quarter, provide HHSC with a quarterly summary report containing each patient grievance, the Contractor's findings, and resolution



status. The summary report must be delivered to HHSC, via e-mail, to [sh\\_contracted\\_hospital\\_reports@hhs.texas.gov](mailto:sh_contracted_hospital_reports@hhs.texas.gov) and a copy of any correspondence also sent to HHSC's designated representative, unless instructed otherwise in this Contract or in writing by an authorized HHSC representative.

- e. The Contractor, within 30 days of the end of each quarter of the State fiscal year, must submit a performance indicator report using the form **Exhibit N, Example Quarterly Performance Indicator Summary** approved by HHSC, with measures that are agreed to by HHSC and the Contractor, and which measures use definitions that have been agreed to by both HHSC and the Contractor.
- f. The Contractor must submit to HHSC the total number of patients admitted to the ICRP during the previous fiscal quarter. HHSC will monitor attainment toward annual occupancy performance each quarter. HHSC may, in its sole discretion, grant exceptions from expected attainment on a case-by case basis for good cause shown. Any deviation of Forensic bed capacity funded under the Contract's statement of work must be submitted in writing to HHSC prior to implementation of such changes.
- g. The Contractor must submit a quarterly expenditure report, using the form **Exhibit M, Example of FYXX Quarterly Expenditure Report** of this Solicitation within 30 days of the end of the quarter. The quarters shall be based upon the State fiscal year.

#### **2.1.13 HHSC's Responsibilities**

- a. HHSC will coordinate a centralized admissions process to effectively manage the capacity needs of State hospitals and the successful Respondent Contractor through the Texas State Hospitals Admissions Management Team.
- b. HHSC will provide the Contractors with information about patients who have been court-ordered into State hospitals through the Texas State Hospitals Admissions Management Team.
- c. HHSC will review and approve any requests for expedited admissions of patients on the Texas State Hospitals Non-Maximum Security Clearinghouse List through the Texas State Hospitals Associate Commissioner or an authorized designee.
- d. For patients in the Hospital who need extended mental health treatment under Texas CCP, Title 1, Chapter 46B Article 46B.102, HHSC will provide oversight and coordination for their transfer to a State hospital via the Texas State Hospitals Admissions Management Team or an authorized designee(s).

#### **2.1.14 Payment and Invoicing**

- a. The Contractor must request reimbursement for actual services provided by submitting monthly invoices using a monthly billing workbook, in a manner and form prescribed by HHSC. HHSC will reimburse the Contractor for the actual number of bed days a patient was served in the Hospital during the contractual term at a bed day rate approved by HHSC. HHSC is not obligated to pay unauthorized costs or to pay more than the Contractor's allowable and actual incurred costs. These costs must comply with the appropriate regulations.

- b. The Contractor must submit the monthly billing workbook, in a manner and form prescribed by HHSC, no later than 20 calendar days after the last day of the previous month. The monthly billing workbook includes expenses to be reimbursed from State and any other funds, if applicable for the previous month's reporting period. The Contractor must include supporting documentation as prescribed by HHSC. This documentation may include, but not necessarily be limited to: general ledgers, invoices, contracts, daily census reports, or any other document that appropriately validates the expense. HHSC may revise or include additional reporting requirements at any time.

#### **2.1.15 Monitoring by HHSC**

- a. HSC will monitor the performance of the Contract. HHSC will conduct monitoring for fiscal, programmatic, and administrative components.
- b. The Contractor must provide all services and deliverables under the Contract at an acceptable quality level and in a manner consistent with the Contract and Contractor requirements.
- c. HHSC reserves the right to pursue additional remedies under the Contract if the Contractor fails to meet its contractual responsibilities. Those remedies include, but are not limited to:
  - 1. Requiring the Contractor to submit written corrective action plans;
  - 2. Requiring additional reporting from the Contractor;
  - 3. Withholding/offsetting payments due to the Contractor; and
  - 4. Terminating or suspending the Contract.

## **2.2 CONTRACT AWARD, TERM, AND AMOUNT**

### **2.2.1 Contract Award and Execution**

HHSC 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 ninety (90) days of the HHSC's determination to seek to contract with that Respondent, HHSC may negotiate a contract with the next highest scoring Respondent or may withdraw, modify, or partially award this Solicitation.

### **2.2.2 Contract Term**

HHSC anticipates that the initial duration of any Contract resulting from this Solicitation shall be for a period of two (2) years, starting with September 1, 2023 through August 31, 2025, with options to renew as long as the total contractual term, including renewals, does not exceed five (5) years.

Following the base term and any allowable extensions, HHSC may extend any Contract awarded under this Solicitation for the purpose of completing a new procurement, and/or to transition to a new vendor, if necessary, to avoid interruption in HHSC services.

### **2.2.3 Contract Amount**

Initial total compensation under any Contract awarded shall not exceed the amount of \$20,175,000.00. However, notwithstanding the preceding, HHSC reserves the right to increase this amount if additional State or federal funding become available during the term of the Contract, including any renewals or extensions.

## **2.3 DATA USE AGREEMENT**

By entering into a Contract with HHSC as a result of this Solicitation, Respondent agrees to be bound by the terms of the **HHS Data Use Agreement (DUA), Version 8.5**, attached as **Exhibit D**.

Respondent must complete, and return with their Solicitation Response, **Exhibit D-1, Texas HHS System - Data Use Agreement- Attachment 2 Security and Privacy Inquiry (SPI), Version 2.1**.

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

HHSC makes no guarantee of volume, usage, or 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.

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

## ARTICLE III. ADMINISTRATIVE INFORMATION

### 3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Posting Date to ESB	JANUARY 25, 2023
HSP Training <i>Attendance is Optional</i>	JANUARY 31, 2023, at 2:00 PM Central Time
Deadline for Submitting Questions or Requests for Clarification	FEBRUARY 2, 2023, at 10:30 AM Central Time
Tentative Date Responses to Questions or Requests for Clarification Posted on <a href="#">ESBD</a>	FEBRUARY 9, 2023, AT 5:00 PM Central Time
<b>Deadline for Respondents to Submit Requests for Courtesy HSP Review</b>	FEBRUARY 10, 2023, at 5:00 PM Central Time
<b>Deadline for Submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by HHSC by the deadline.]</b>	<b>FEBRUARY 24, 2023, at 10:30 AM Central Time</b>
Evaluation Period	MARCH 2023
Anticipated Notice of Award	JUNE 2023
Anticipated Contract Start Date	SEPTEMBER 2023

Respondents must submit their Solicitation Responses to HHSC in accordance with the due date and time indicated in this **Schedule of Events** or as changed via an Addendum posted to the ESB.

**NOTE:** All dates are tentative and HHSC reserves the right to modify these dates at any time. At the sole discretion of HHSC, events listed in the **Schedule of Events** are subject to scheduling changes and cancellation. Scheduling changes or cancellation determinations made prior to the deadline for submission will be published by posting an Addendum to the ESB. After the deadline for submission, if there are delays that significantly impact the anticipated award date, HHSC, at its sole discretion, may post updates regarding the anticipated award date to the [Procurement Forecast](#) on the HHS Procurement Opportunities web page. Each Respondent is responsible for checking the ESB and [Procurement Forecast](#) for updates.

By submitting a Solicitation Response, Respondent represents and warrants that any individual submitting the Solicitation Response and any related documents on behalf of the Respondent is authorized to do so and to bind the Respondent under any Contract that may result from this Solicitation.

The intent to award will be posted to the [Procurement Forecast](#) on the HHS Procurement Opportunities web page.

### 3.2 **AMBIGUITY, CONFLICT, OR DISCREPANCY**

Respondent must notify the **Sole Point of Contact (Section 3.3.1)** of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the Solicitation in the manner and by the deadline described in **Section 3.3.4 (Solicitation Questions)**.

Respondent submits a Solicitation Response at its own risk.

If Respondent fails to properly and timely notify the **Sole Point of Contact (Section 3.3.1)** of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the Solicitation, Respondent, whether awarded a Contract or not:

- a. Waives any claim of error or ambiguity in the Solicitation and any resulting Contract;
- b. Must not contest the interpretation by HHSC of such provision(s); and
- c. Is not entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

### 3.3 **INQUIRIES**

#### 3.3.1 **Sole Point of Contact**

All requests, questions, or other communication about this Solicitation shall be made in writing to HHSC PCS, addressed to the person listed: below (Sole Point of Contact). Additionally, a phone number is provided for purposes such as instructing a potential Respondent through an IT system or website referenced in this Solicitation. Communications via telephone are not binding.

The Sole Point of Contact will authorize a secondary Sole Point of Contact in the event of their absence and, in such an event, will include the contact information for the secondary Sole Point of Contact in their automatic reply out-of-office e-mail message. Respondents seeking to contact the Sole Point of Contact should do so via e-mail in order to receive updated contact information.

<b>Name</b>	Rene R Perez, CTCD
<b>Title</b>	PCS Purchaser
<b>E-mail</b>	rene.perez03@hhs.texas.gov

See also, **Section 3.3.3 (Exception to Sole Point of Contact)** below.

### 3.3.2 Prohibited Communication

Except as provided in **Section 3.3.1 (Sole Point of Contact)** and **Section 3.3.3 (Exception to Sole Point of Contact)**, potential Respondents and Respondents are prohibited from any communication with HHSC regarding the Solicitation. HHSC, its representative(s), and partners will not answer any questions or otherwise discuss the contents of this Solicitation with any potential Respondent or its 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 HHSC designated staff as provided by **Section 3.3 (Inquiries)**. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these restrictions may result in disqualification of Respondent's Solicitation Response.**

### 3.3.3 Exception to Sole Point of Contact

The exceptions to **Section 3.3.1 (Sole Point of Contact)** above are as follows:

- a. Respondents with questions relating to the HUB Subcontracting Plan are permitted to direct those questions to the HUB coordinator at [bob.mccurdy@hhs.texas.gov](mailto:bob.mccurdy@hhs.texas.gov).
- b. Where it is expressly directed by the Sole Point of Contact that another designated HHSC representative may speak to the Respondent, such as during Contract negotiations. Respondents are required to ensure that communications have been authorized by the Sole Point of Contact before engaging in such communication. Failure to comply with this requirement may result in the disqualification of a Respondent's Solicitation Response.

### 3.3.4 Solicitation Questions

HHSC will allow written questions and requests for clarification regarding this Solicitation. Questions must be submitted by e-mail to the **Sole Point of Contact (Section 3.3.1)** by the deadline established in **Section 3.1 (Schedule of Events)**. Responses to questions or other written requests for clarification will be consolidated and posted to the ESD and will not be provided individually to requestors.

HHSC reserves the right to amend answers previously posted, prior to the Solicitation response deadline specified in **Section 3.1 (Schedule of Events)**. Amended answers will be posted on the ESD. It is the Respondent's responsibility to check the ESD. HHSC also reserves the right to provide a single consolidated response to all similar questions at the agency's sole discretion.

- a. All questions and requests for clarification must include the following information:
  1. Solicitation number;
  2. Solicitation package reference (page number, section, and exhibit or attachment, if applicable);
  3. Question topic (e.g., "Schedule of Events,"); and
  4. Question for HHSC.
- b. Requestors contact information below must be included in the body of the e-mail and submitted with the question(s):

1. Company name;
2. Company representative name;
3. Phone number; and
4. E-Mail address.

Questions or requests for clarification received after the deadline in **Section 3.1 (Schedule of Events)**, may be reviewed by HHSC but may not be answered. Only answers to questions submitted to the Sole Point of Contact in writing, in accordance with this section, are binding.

## **3.4 HSP TRAINING**

### **3.4.1 Attendance**

HHSC PCS will conduct a pre-proposal conference. Attendance is optional, but highly recommended.

### **3.4.2 Conference Logistical Information**

HHSC PCS will hold the pre-proposal on the date and time set out in the **Section 3.1 (Schedule of Events)**.

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the **Sole Point of Contact (Section 3.3.1)**, at least seventy-two (72) hours before the meeting in order to have reasonable accommodations made by HHSC.

#### *HSP Training*

<https://attendee.gotowebinar.com/register/8818565266318259213>

## **3.5 SOLICITATION RESPONSE COMPOSITION**

### **3.5.1 General Information**

Failure to submit all required Solicitation Response documents in the required format(s) may result in disqualification of the Solicitation Response without further consideration **Section 3.6.3 (Submission Checklist)**. Respondent shall prepare a Solicitation Response that clearly and concisely represents its qualifications and capabilities. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Respondent should focus on the instructions and requirements of the Solicitation.

### **3.5.2 Page Limit and Supporting Documentation**

The narrative/technical proposal should not exceed ten (10) pages and should be formatted for 8 ½" x 11" paper with 1-inch margins and typed in Times New Roman, 12-point font. If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the Solicitation Response, with specific reference made to the file, page, section, and/or paragraph where the supporting information can be found.

### 3.5.3 Discrepancies

In the event of any discrepancies or variations between copies, HHSC is under no obligation to resolve the inconsistencies and may make its scoring and selection decisions, accordingly, including the decision to potentially disqualify a Solicitation Response. If Respondent is required to designate an “Original” Solicitation Response but fails to do so, HHSC, in its sole discretion, will determine the version to be used as the original or may disqualify the Solicitation Response. If the Respondent submits a redacted Solicitation Response as the “Original,” HHSC will disqualify the Solicitation Response and it will not be evaluated. HHSC will not accept submissions after the “Deadline for Submission of Solicitation Responses” in the **Schedule of Events (Section 3.1)** to remedy discrepancies or variations in Solicitation Response submissions.

### 3.5.4 Exceptions

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 as questions or requests for clarification pursuant to **Section 3.3.4 (Solicitation Questions)**.

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 the **Exceptions** in **Exhibit E** to this Solicitation and provide all information requested on the form. Any exception that does not provide all required information in the format set forth in **Exhibit E** 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 HHSC.

### 3.5.5 Assumptions

Assumptions must not be included in a Solicitation Response. All issues or questions that might be advanced or addressed by way of assumption must be submitted as questions or requests for clarification pursuant to **Section 3.3.4 (Solicitation Questions)**. **A Solicitation Response that includes assumptions may be rejected and the Respondent disqualified without further consideration.** All assumptions included in a Solicitation Response are deemed rejected by HHSC.

### 3.5.6 Binding Offer

A Solicitation Response should be responsive to the Solicitation as worded and without 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 that includes any type of disclaimer or other statement indicating that the response does not constitute a binding offer will be disqualified.**



If a Respondent's ability to enter into a Contract is contingent upon any exception or assumption provided in accordance with **Section 3.5.4 (Exceptions)**, the Respondent may be disqualified from further consideration for Contract award.

### **3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY**

#### **3.6.1 Deadline**

Solicitation Responses must be received at the address in **Section 3.6.4 (Labeling and Delivery for USB Submission and Other Materials)** and time-stamped by HHSC PCS no later than the date and time specified in **Section 3.1 (Schedule of Events)**.

Solicitation Responses received after the deadline specified in the **Section 3.1 (Schedule of Events)** will be rejected and not considered for Contract award.

#### **3.6.2 Submission Options**

**a. Submission Option #1:** Respondent shall submit two USB drives—one (1) labeled "Original Proposal" and one (1) labeled "Copy"—containing the following documents:

1. Each USB must contain one file named "Original" that contains the Respondent's entire Solicitation Response (except the cost proposal and HUB Subcontracting Plan) in searchable portable document format (PDF), unless otherwise specified for a particular attachment or exhibit.
2. If applicable in accordance with **Section 7.1.5 (Public Information Act – Respondent Requirement Regarding Disclosure)**, each USB must contain one file named "Public Information Act Copy" that contains the Respondent's entire Solicitation Response, including all exhibits and attachments, in searchable PDF.
3. In accordance with **Section 6.8 (HUB Subcontracting Plan)**, each USB must contain one file named "HUB Subcontracting Plan" in searchable PDF, that contains the Respondent's HUB Subcontracting Plan and all supporting documentation.

**b. Submission Option #2:** Respondent shall submit the following through the Online Bid Room utilizing the procedures in **Exhibit F, HHS Online Bid Room**:

1. One file named "Original" that contains the Respondent's entire Solicitation Response (except the cost proposal and HUB Subcontracting Plan) in searchable portable document format (PDF), unless otherwise specified for a particular attachment or exhibit.
2. If applicable in accordance with **Section 7.1.5 (Public Information Act – Respondent Requirement Regarding Disclosure)**, one file named "Public Information Act Copy" that contains the Respondent's entire Solicitation Response, including all exhibits and attachments, in searchable PDF.
3. In accordance with **Section 6.8 (HUB Subcontracting Plan)**, each file must contain one file named "HUB Subcontracting Plan" in searchable PDF, that contains the Respondent's HUB Subcontracting Plan and all supporting documentation.

**3.6.3 Submission Checklist**

Solicitation Consideration and Award Consideration Documents, reference **Section 1.2 (Definitions)** must be submitted by the deadline for Solicitation Response submissions, reference **Section 3.1 (Schedule of Events)**. Solicitation Consideration Documents will be reviewed as received, and Respondent will not have an opportunity to remedy missed requirements. At its sole discretion, HHSC may request some or all of the Respondents to remedy missing elements of Award Consideration Documents. Those marked “SC” are Solicitation Consideration Documents and those marked “AC” are Award Consideration Documents.

The Solicitation Response must be submitted using one of the approved methods identified in **Section 3.6 (Solicitation Response Submission and Delivery)**. Below are the documents required to be submitted with the Solicitation Response. Where searchable PDF files are required, submission of non-searchable (image only) PDF files may result in disqualification from further consideration for Contract award.

A	<b>Proposal and Respondent Information</b>			
1	Statement of Qualifications	(Article V)	SC	_____
2	Narrative and Company Information	(Section 6.1)	SC	_____
3	References	(Section 6.2)	SC	_____
4	HHS Solicitation Affirmations	(Section 6.5, Exhibit A)	SC	_____
5	Exceptions (if applicable)	(Section 3.5.4, Exhibit E)	AC	_____
6	Dun and Bradstreet Report	(Section 6.6.1)	AC	_____
7	Financial Statements and Financial Solvency	(Section 6.6.2)	AC	_____
8	Texas HHS System – Data Use Agreement – Attachment 2 Security and Privacy Inquiry (SPI) (if applicable)	(Section 2.3)	AC	_____
B	<b>Historically Underutilized Business (HUB) Subcontracting Plan (HSP) Requirements</b>	(Section 6.8 and Exhibit G)	SC	_____

**3.6.4 Labeling and Delivery for USB Submission and Other Materials**

<b>Overnight/Express/Priority Mail</b>	<b>Hand Delivery</b>
Health and Human Services Commission Attention: Response Coordinator	Health and Human Services Commission Attention: Response Coordinator

Tower Building Room 108 1100 W. 49th St., MC 2020 Austin, Texas 78756	Procurement & Contracting Services Bldg. 1100 W. 49th St., MC 2020 Austin, Texas 78756
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Respondent must deliver Solicitation Responses submitted via USB by one of the following methods.

**BE ADVISED, all Solicitation Responses become the property of HHSC after submission and will not be returned to the Respondent. It is the Respondent’s responsibility to appropriately mark and deliver the Solicitation Response to HHSC PCS by the specified date. A dated shipping label, invoice of receipt from a from USPS or commercial carrier, or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.**

Each Respondent is solely responsible for ensuring its Solicitation Response is submitted in accordance with all Solicitation requirements, including, but not limited to, proper labeling of packages, sufficient postage or delivery fees, and ensuring timely receipt by HHSC. **In no event will HHSC be responsible or liable for any delay or error in delivery. Solicitation Response must be RECEIVED by HHSC PCS by the Solicitation Response Deadline identified in Section 3.1 (Schedule of Events).**

Solicitation Responses submitted via USB by mail or hand delivery shall be placed in a sealed package. The sealed package and the USB drives shall be clearly labeled on the outside as follows:

<b>Solicitation No.</b>	HHS0012696
<b>Solicitation Name</b>	Forensic Inpatient Psychiatric Hospital Services
<b>Solicitation Response Deadline</b>	February 24, 2023 @ 10:30 AM Central Time
<b>Purchaser Name</b>	Rene R. Perez, CTCD

It is Respondent’s sole responsibility to ensure that packaging is sufficient to prevent damage to contents. HHSC will not be responsible or liable for any damage, and damaged Solicitation Responses will not be considered at HHSC’ sole discretion.

HHSC will not be held responsible for any Solicitation Response that is mishandled prior to receipt by HHSC PCS. It is the Respondent’s sole responsibility to mark appropriately and deliver the Solicitation Response to HHSC PCS by the specified date and time. HHSC will not be responsible for late delivery, inappropriately identified documents, or other submission errors that may lead to disqualification or nonreceipt of the Respondent’s Solicitation Response.

### 3.6.5 Modifications and Withdrawals

Prior to the Solicitation Response submission deadline in **Section 3.1 (Schedule of Events)**, Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Sole Point of Contact identified in **Section 3.3.1 (Sole Point of Contact)**; or (2) modify its Solicitation Response by submitting a written amendment to the Sole Point of Contact identified in **Section 3.3.1 (Sole Point of Contact)**. When modifying its Solicitation Response, Respondent must include in writing the section(s) of its submission that will be replaced or removed by the amendment.

## ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

### 4.1 CONFORMANCE WITH STATE LAW

Solicitation Responses shall be evaluated in accordance with Section 2254.003 of the Texas Government Code. HHSC shall not be obligated to select the lowest priced Solicitation Response but shall make an award to the Respondent that provides the best value to the State.

### 4.2 BEST VALUE DETERMINATION

#### 4.2.1 Selection Methodology

Solicitation Responses that meet the minimum qualifications will be submitted to the evaluation team for review and scoring. Each member of the evaluation team will receive a copy of each responsive Solicitation Response. The evaluators will review the Solicitation Responses considering the criteria listed in **Section 4.2.5 (Written Response Evaluation Criteria)**.

Evaluators will individually score the Solicitation Responses. This procurement will utilize an aggregated individual evaluation methodology as outlined within this Article.

The following subsections describe the evaluation process, including any criteria for advancement to the various phases of evaluation, if applicable.

#### 4.2.2 Minimum Qualifications

Respondents must meet the minimum qualifications listed below.

- a. Be licensed by the State of Texas as either a general hospital or a special hospital and is currently accredited by The Joint Commission, or other accrediting body that is granted deeming authority by the CMS, and is in good standing with the accrediting organization;
- b. Have demonstrated five (5) years' experiences in providing inpatient competency restoration services.
- c. Be financially solvent and adequately capitalized as determined based on a review of documentation required by **Section 6.6 (Other Reports)**; and
- d. Respondents have submitted the Solicitation Response in accordance with **Section 3.6, (Solicitation Response Submission and Delivery)** including all Solicitation Consideration and Award Consideration Documents, see **Section 3.6.3 (Submission Checklist)**.

#### 4.2.3 Initial Compliance Screening

HHSC will review Solicitation Responses for compliance with the **Submission Checklist (Section 3.6.3)** and for demonstrated ability to meet the **Minimum Qualifications (Section 4.2.2)** required to advance to evaluations. Failure to meet the **Minimum Qualifications (Section 4.2.2)**, will result in the disqualification of the Solicitation Response.

HHSC will automatically disqualify any Solicitation Response that does not include one or more of the completed and signed (as applicable) Solicitation Consideration Documents listed in **Submission Checklist (Section 3.6.3)**.

At its sole discretion, HHSC may disqualify any Solicitation Response that does not include all required Award Consideration Documents. Reference **Section 3.6.3 (Submission Checklist)**.

HHSC may contact references provided in response to this Solicitation. HHSC may contact Respondent's clients or may solicit information from any available source, including the Texas Comptroller's VPTS. Any information received may be grounds for disqualification if that information, in HHSC's sole discretion, suggests that the Respondent may perform poorly if selected.

#### **4.2.4 Written Solicitation Response Evaluation**

Each member of the evaluation team will read the Solicitation Responses in preparation for evaluation. The evaluation team will score all Solicitation Responses that pass initial screening **Section 4.2.3 (Initial Compliance Screening)**. Solicitation Responses will be scored against the criteria in **Section 4.2.5 (Written Response Evaluation Criteria)**.

Solicitation Responses will be evaluated utilizing aggregated individual scoring and any other methods outlined in **Article IV. Solicitation Response Evaluation and Award Process**. The individual evaluators' scores will be aggregated and weighted, resulting in the Final Written Response Scores.

#### **4.2.5 Written Response Evaluation Criteria**

Solicitation Responses shall be consistently evaluated and scored in accordance with the following criteria. See also, **Exhibit C, Evaluation Tool**.

- a. Qualifications, Experience, and Past Performance 20%
- b. Proposed Staffing Plan 20%
- c. Approach and Work Plan 30%
- d. Readiness 30%

#### **4.2.6 Final Written Total Score**

A Respondent's Final Written Response Score is the score from the **Written Solicitation Response Evaluation (Section 4.2.4)**.

#### **4.2.7 Summary of Best Value Determination**

The final selection for award will be based on best value, as determined by this section. This includes any scoring adjustments for outliers, interviews, best and final offers, oral presentations, demonstrations, site visits, or other additional considerations as specified by this solicitation. Respondents are encouraged to thoroughly review the processes outlined in this section, as it documents the best value considerations to be made by HHSC when selecting a Respondent for negotiation and Contract award.

### **4.3 QUESTIONS OR REQUESTS FOR CLARIFICATION**

By submitting a Solicitation Response, Respondent grants HHSC the right to ask questions, request clarifications, and obtain any information from any lawful source regarding the past history, practices, conduct, ability, and eligibility of the Respondent to supply Goods or Services and to fulfill requirements under this RFQ, and the past history, practices, conduct, ability, and eligibility of any director, officer, or key employee of the Respondent. By submitting a Solicitation Response, the Respondent generally releases from liability, and waives all claims against, any party providing information about the Respondent at the request of HHSC. Such information may be taken into consideration in evaluating the Solicitation Response.

## ARTICLE V. STATEMENT OF QUALIFICATIONS

### 5.1 SUMMARY

Respondent must provide satisfactory evidence not only of its ability to manage and coordinate the types of activities described in this Solicitation but also to produce the specified services on time.

### 5.2 QUALIFICATIONS

Respondent must document the following:

- a. Current hospital accreditation status with The Joint Commission or other organization with deeming authority from the Centers for Medicare and Medicaid Services. Include the date of your most recent accreditation survey and a summary of any findings from said survey;
- b. The Contractor's current Texas licensure, including the license number, name of licensed hospital, and current status;
- c. The physical space that will be used to provide inpatient competency restoration services. (Include a brief description of security features of the physical space and how patients would be able to access outdoor space); and
- d. The Contractor's readiness to provide inpatient competency restoration services beginning September 1, 2023, including a description of the staffing plan that will support the delivery of patient care.

### 5.3 EXPERIENCE

Current and recent (*i.e.*, within the past five (5) years) experience providing inpatient competency restoration services, including, but not limited to, working with court personnel and conducting competency evaluations. Current or recent (*i.e.*, within the past five (5) years) experience working with the Texas State Hospitals Capacity Management Team on Forensic admission coordination.

### 5.4 PROPOSED STAFFING PLAN

Respondent must demonstrate adequate staffing, organization structure, and key personnel by providing key staffing profiles and resumes for all key staff who will be responsible for the performance of the services requested under this Solicitation. Key staff are limited to Contractor chief executive officer, psychiatrist(s) providing oversight of psychiatric treatment and care related to inpatient competency restoration services, and chief nursing Officer (or similar position) providing oversight of the nursing care related to inpatient competency restoration services.

### 5.5 APPROACH AND WORKPLAN

Respondents must describe their proposed processes and methodologies for providing all components of the Scope of Work described in **Article II (Scope of Work)**, including their 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 purpose(s) and specifications described in this Solicitation.

Respondent must provide Approach and Work Plan to ensure that patients are provided a full array of inpatient competency restoration services and that Respondent meets all the Admission, Continuity of Care and Discharge Requirements in the Scope of Work

## **5.6 READINESS**

Respondent must not only demonstrate readiness to begin performing services upon Contract execution but also must maintain operations sufficient to support twenty (20) Forensic hospital beds for the ICRP.



## ARTICLE VI. REQUIRED RESPONDENT INFORMATION

### 6.1 NARRATIVE AND 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 services on time. As a part of the Solicitation Response requested in Article III, Respondent must provide the following information:

#### 6.1.1 Company Narrative

Respondents must provide a detailed narrative explaining why they are qualified to provide the inpatient competency restoration services enumerated in **Article II (Scope of Work)**, focusing on their key strengths and competitive advantages.

#### 6.1.2 Company Profile

Respondents must provide a company profile, including:

- a. Their ownership structure (e.g., 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 of each joint venture member or affiliate and the percentage of the parent's ownership. The entity performing the majority of the Work under any Contract resulting from this RFQ, throughout the duration of the Contract, must be the primary bidder. Finally, Respondents must provide their 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;
- f. The name, address, and telephone number of Respondent's point of contact for any questions regarding the Solicitation Response; and
- g. Indicate whether the company has ever been in contract with any Texas State agency. If "Yes," specify the contract term, for what duties, and for which agency.

## 6.2 REFERENCES

Respondents shall provide a minimum of two (2) references from similar contracts or projects performed, preferably for State and/or local government, within the last three (3) years. Respondents must verify current contracts and provide the following information:

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

## 6.3 CONFLICTS

Respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFQ 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. HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify 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.

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful Respondent awarded a contract greater than \$1 million dollars, or that requires an action or vote of the governing body, must submit a disclosure of interested parties to the State 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.

## 6.4 AFFIRMATIONS AND CERTIFICATIONS

Respondents must complete and return with their Solicitation Response **Exhibit A, HHS Solicitation Affirmations, Version 2.3**.

## 6.5 OTHER REPORTS

### 6.5.1 Dun and Bradstreet Reports

Respondents with a Dun and Bradstreet number must include a Comprehensive Insight Plus Report, Business Information Report, or Credit eValuator Report (collectively referred to as "Dunn and Bradstreet Reports") with their Solicitation Response.

### 6.5.2 Financial Statements and Financial Solvency

- a. Respondents must submit electronically in a searchable PDF an annual report, which must include:
  1. Last three (3) years of audited financial statements, including all supplements,

- management discussion and analysis, and actuarial opinions;
2. If applicable, last three (3) years of consolidated statements for any holding companies or affiliates; and
  3. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

At a minimum, Respondent's financial statements must include:

- i. Balance sheets;
  - ii. Income statements;
  - iii. Statement of changes in financial position;
  - iv. Statement of cash flows; and
  - v. Capital expenditures.
- b. If the Respondent is a corporation that is required to report to the Securities and Exchange Commission (SEC), Respondent must submit its three (3) most recent SEC Form 10K, Annual Reports, pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, Title 15 of the United States Code Chapter 2B, Sections 78m or 78o(d). Financial materials must be submitted electronically as a word searchable PDF.
  - c. If audited financial statements are not available, Respondent must submit unaudited financial information and any other information the Respondent believes meets the requirements of this section. Reference **Section 6.6.3 (Alternate Report)**. If the submitted documents do not provide adequate assurance of financial stability or solvency, HHSC reserves the right to request additional information or to disqualify the Respondent.
  - d. If the Respondent is either substantially- or wholly-owned by another corporate (or legal) entity, the Respondent must include the information required in this section for each such entity, including the most recent detailed financial report for each such entity.
  - e. 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 Respondent's performance.

### **6.5.3 Alternate Report**

If any Respondent(s) is unable to provide the annual report specified above, the Respondent(s) may, at the discretion of HHSC, provide the following alternate report:

- a. Last three (3) years of unaudited financial statements, including all supplements, management discussion and analysis, and actuarial opinions;
- b. An unaudited 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.

At a minimum, such financial statements must include:

1. Balance sheet;
2. Income statement;
3. Statement of changes in financial position;
4. Statement of cash flows; and
5. Capital expenditures.

## **6.6 CORPORATE GUARANTEE**

If the Respondent is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Respondent in each and every obligation, warranty, term, covenant, and condition of any Contract resulting from this Solicitation.

## **6.7 HUB SUBCONTRACTING PLAN**

Respondents must submit the HUB Subcontracting Plan in accordance with **Section 3.6 (Solicitation Response Submission and Delivery)**. The HSP must be labeled “HUB Subcontracting Plan (HSP)” and must include all supporting documentation in accordance with **Exhibit G, Historically Underutilized Business (HUB) Subcontracting Plan (HSP) Requirements**.

A courtesy review of a Respondent’s completed HSP is optional and is available upon request to assist in providing a compliant and responsive HSP. This courtesy review may only identify possible deficiencies, but a final compliant determination cannot be provided until the Solicitation Response is submitted.

To request a courtesy review, submit the completed HSP including all supporting documentation in a PDF format by e-mail to the HHSC HUB Program Office by or before the Courtesy Review of HUB Subcontracting Plan Deadline in the **Schedule of Events (Section 3.1)**.

E-Mail for Courtesy Review [bob.mccurdy@hhs.texas.gov](mailto:bob.mccurdy@hhs.texas.gov)

E-mail Subject Line: HSP Courtesy Review, No. HHS0012696

Courtesy Review Due Date: February 10, 2023, by 5:00 PM

HSPs received after the courtesy review deadline in the **Schedule of Events (Section 3.1)** will not be processed. A response regarding the HSP will be provided at least eight (8) business days prior to the Solicitation Response deadline in the **Schedule of Events (Section 3.1)** from the HUB Office, allowing enough time to rectify any potential deficiencies for the final HSP submission.

The final HSP must be submitted with the Solicitation Response by the deadline in the **Schedule of Events (Section 3.1)**. Solicitation Responses that do not include a completed HUB Subcontracting Plan shall be rejected due to material failure to comply with Texas Government Code Section 2161.252(b).

## ARTICLE VII. GENERAL TERMS AND CONDITIONS

### **7.1 GENERAL CONDITIONS**

#### **7.1.1 Changes, Modifications, and Cancellation**

HHSC reserves the right to make changes to and/or cancel this RFQ and will post all changes and modifications, whether made as a result of a potential Respondent's written inquiries or otherwise) and cancellation notices on the ESBDB. It is the responsibility of the Respondent to check the ESBDB regularly for any additional information regarding this RFQ. If the Respondent fails to monitor the ESBDB for any changes or modifications to the RFQ, such failure will not relieve the Respondent of its obligation to fulfill the requirements as posted.

#### **7.1.2 Offer Period**

Solicitation Responses shall be binding for a period of 240 days after the submission due date. A Respondent may extend the time for which its Solicitation Response will be honored. Upon Contract execution, prices agreed upon by the successful 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 successful Respondent unless expressly agreed upon in writing by HHSC.

#### **7.1.3 Costs Incurred**

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by HHSC to award a Contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. HHSC is not liable for any costs incurred by a Respondent. Costs of developing Solicitation Responses; 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.

#### **7.1.4 Contract Responsibility**

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

#### **7.1.5 Public Information Act - Respondent Requirements Regarding Disclosure**

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

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

##### **a. Mark Original Solicitation Response:**

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

**b. Certify in Original Solicitation Response – HHS Solicitation Affirmations Version 2.3 (attached as Exhibit A to this Solicitation):**

Certify, in the designated section of the HHS Solicitation Affirmations Version 2.1, Respondent’s confidential information assertion and the filing of its Public Information Act Copy; and

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

Submit a separate “Public Information Act Copy” of the Original Solicitation Response (in addition to the original and all copies otherwise required under the provisions of this Solicitation). The Public Information Act Copy must meet the following requirements:

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

**By submitting a response to this Solicitation, Respondent agrees that, if Respondent does not mark the Original Solicitation Response, provide the required certification in the HHS Solicitation Affirmations Version 2.1, and submit the Public Information Act Copy, Respondent’s Solicitation Response will be considered to be public information that may be released to the public without notice to the Respondent in any manner including, but not limited to, in**

accordance with the Public Information Act, posted on HHSC' public website, and posted on the Legislative Budget Board's public website.

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

Respondent should not submit a Public Information Act Copy indicating that the entire Solicitation Response is exempt from disclosure. Merely making a blanket claim that the entire response is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable.

A Solicitation Response should not be marked or asserted as copyrighted material. If Respondent asserts a copyright to any portion of its response, by submitting a response, Respondent agrees to reproduction and posting on public websites by the State of Texas, including all other State agencies, without cost or liability and, additionally, agrees to allow the State of Texas to provide a copy of the Solicitation Response to individuals making a PIA request for the response.

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

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, please refer to the Public Information Act Handbook published by the Office of the Texas Attorney General or contact the attorney general's Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). To access the Public Information Act Handbook, please visit the attorney general's website at <http://www.texasattorneygeneral.gov>.

#### **7.1.6 Respondent Waiver – Intellectual Property**

**SUBMISSION OF ANY DOCUMENT TO HHSC IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER AND AGREEMENT BY RESPONDENT TO FULLY INDEMNIFY THE STATE OF TEXAS, HHSC FROM ANY CLAIM OF INFRINGEMENT BY HHSC REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF**

## **RESPONDENT OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHSC BY RESPONDENT.**

### **7.1.7 Standards of Conduct for Vendors**

Pursuant to TAC Title 1, Part 15, Chapter 391, Subchapter D, Rule §391.405(a), Contractors, Respondents, and vendors interested in working with HHSC are required to implement standards of conduct for their own personnel and agents on terms at least as restrictive as those applicable to HHSC. These standards must adhere to ethics requirements adopted in rule, in addition to any ethics policy, or code of ethics approved by the HHSC Executive Commissioner. A Respondent must sign and submit all ethics, disclosure, confidentiality, and other forms required under the procurement and any resulting contract.

The standards of conduct must include the ten standards of ethical conduct set forth in Section I of the [HHS Ethics Policy](#) and requirements to comply with ethical standards set forth in federal and State law (including, but not limited to, TAC Title 1 Part 15, Chapter 391, Subchapter D, Rule §391.405(a)).

Standards of conduct of any Contractor, Respondent, or vendor may be reviewed and/or audited by the State Auditor and HHSC. The Contractor, Respondent, or vendor must cooperate with the review and/or audit. Additionally, pursuant to TAC Title 1, Part 15, Chapter 391, Subchapter D, Rule §391.405(a), HHSC may examine a Respondent's standards of conduct in the evaluation of a bid, offer, proposal, quote, or other applicable expression of interest in a proposed purchase of Goods or Services.

Any vendor, Contractor, or Subcontractor, that violates a provision of TAC Title 1, Part 15, Chapter 391, Subchapter D may be barred from receiving future contracts or have an existing contract canceled. Additionally, HHSC may report the vendor's actions to the Comptroller of Public Accounts for statewide debarment, or law enforcement.

### **7.1.8 Disclosure of Interested Parties**

Pursuant to Section 2252.908 of the Texas Government Code, a successful Respondent to be awarded a Contract with a value of \$1 million or more or awarded a Contract that would require the successful Respondent to register as a lobbyist under Texas Government Code Chapter 305 must submit a disclosure of interested parties form to HHSC at the time the Respondent 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 the successful Respondent.

## **7.2 INSURANCE**

### **7.2.1 Required Coverage**

For the duration of any Contract resulting from this Solicitation, the successful Respondent shall acquire insurance, bonds, or both, if applicable, with financially sound and reputable independent insurers, in the type and amount customarily carried within the industry. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of the Contract.



### **7.2.2 Alternative Insurability**

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

### **7.3 PROTEST**

Any protest shall be governed by the rules published by HHSC in the TAC, Title 1, Part 15, Chapter 391, Subchapter C, Protests.

**ARTICLE XIII. LIST OF EXHIBITS**

<b>EXHIBIT A</b>	<b>HHS SOLICITATION AFFIRMATIONS, VERSION 2.3</b>
<b>EXHIBIT B</b>	<b>HHS UNIFORM TERMS AND CONDITIONS, VENDOR VERSION 3.3</b>
<b>EXHIBIT C</b>	<b>EVALUATION TOOL</b>
<b>EXHIBIT D</b>	<b>DATA USE AGREEMENT (DUA), VERSION 8.5</b>
<b>EXHIBIT D-1</b>	<b>TEXAS HHS SYSTEM DATA USE AGREEMENT ATTACHMENT 2, SECURITY AND PRIVACY INQUIRY SPI, V 2.1</b>
<b>EXHIBIT E</b>	<b>EXCEPTIONS</b>
<b>EXHIBIT F</b>	<b>HHS ONLINE BID ROOM</b>
<b>EXHIBIT G</b>	<b>HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN (HSP) REQUIREMENTS</b>
<b>EXHIBIT H</b>	<b>FORENSIC ADMISSION REFERRAL AND COORDINATION</b>
<b>EXHIBIT I</b>	<b>APPROPRIATE USE CRITERIA</b>
<b>EXHIBIT J</b>	<b>NOTIFICATION AND TRANSFER FOR FORENSIC PATIENTS</b>
<b>EXHIBIT K</b>	<b>EXAMPLE UNUSUAL INCIDENT SUMMARY REPORTING FORM</b>
<b>EXHIBIT L</b>	<b>EXAMPLE DAILY CENSUS REPORT</b>
<b>EXHIBIT M</b>	<b>EXAMPLE FYXX QUARTERLY EXPENDITURE REPORT</b>
<b>EXHIBIT N</b>	<b>EXAMPLE QUARTERLY PERFORMANCE INDICATOR SUMMARY</b>