

**TEXAS BOARD OF OCCUPATIONAL THERAPY
EXAMINERS**

REQUEST FOR OFFERS

Continuing Education Tracking System

**NIGP Class/Item: 95277-Research And Evaluation, Human Services (Including
Productivity Audits)**

RFO No. 533-26-20261.

April 16, 2026

Anticipated Schedule of Events

April 16, 2026	Issuance of RFO
April 30, 2026	Deadline for Submission of Questions
May 18, 2026	Release of Official Responses to Questions (or as soon thereafter as practical)
June 22, 2026	Deadline for Submission of Offers
September 1, 2026	Services Commencement Date (or as soon thereafter as practical)

The Respondent's authorized agent must sign below. By signing this document, the Respondent acknowledges that all information contained in the document is true and correct and that Respondent agrees to comply with all terms and conditions. Failure to sign this document will disqualify your response. By signing this proposal, Respondent certifies that if a Texas address is shown as the address, Respondent qualifies as a Texas Vendor as defined in 34 TAC Rule 20.25(75).

Signature

Title

Date

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I. SUMMARY.

- A. **Type of Submission:** Request for Offers (RFO)
- B. **Issuing Office:** Texas Board of Occupational Therapy Examiners
George H.W. Bush State Office Building
1801 Congress, Ste 10.900
Austin, Texas 78701
- C. **Additional Requirements/Qualifications:** N/A
- D. **Responses to RFO:** See Section VII.A.
- E. **Deadline for Offers:** June 22, 2026
- F. **Initial Contract Term:** September 1, 2026, or date of award, whichever is later, to August 31, 2028
- G. **Board Optional Contract Terms:** September 1, 2028, through August 31, 2030
- H. **Board Contact Persons for this RFO:** Randall Glines, Staff Services Officer
randall@ptot.texas.gov
&
Nicole Palmer, Staff Services Officer
nicole@ptot.texas.gov
- I. **Offers Submitted by Email:** Required; See Section VII.A.
- J. **Offers Submitted by Fax:** Not Acceptable
- K. **Pre-Offer Conference:** N/A
- L. **Pre-Offer Inspection:** N/A
- M. **Letters of Intent to Submit an Offer:** N/A
- N. **RFO Addenda:** The Texas Board of Occupational Therapy Examiners (the Board) reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the Electronic State Business Daily (ESBD) as an Addendum. It is the responsibility of interested parties to periodically check the ESBD for updates to the RFO prior to submitting a Proposal. The Respondent's failure to periodically check the ESBD will in no way release the awarded Respondent from the requirements of "addenda or additional information" nor will any resulting additional costs to meet the requirements be allowed after the award(s).
- O. **Questions and Answers:** Questions regarding this RFO must be in writing and must be submitted by email to the Board Contact Persons specified in Section I, Part H, no later than April 30, 2026. Telephone inquiries will not be accepted. Questions may be submitted by email to the email addresses specified in Section I, Part H. The Board intends to post answers to the questions received on the ESBD on May 18, 2026, or as soon thereafter as practical.
- P. **Respondent Presentations:** N/A

Q. **Evaluation of Offers under Best Value Standard (Section 2157.003 of the Texas Government Code):**

<u>Criteria</u>	<u>Weight</u>
Project Approach Narrative	50%
Experience and Qualifications	35%
Past Performance	15%

- R. Due to building access restrictions, Respondents will not be permitted to hand deliver Offers to the Issuing Office. Respondents are required to submit Offers electronically via email in accordance with Section VII, Part A of the RFO.
- S. **Contact with Agency Staff:** Upon issuance of this RFO, employees and representatives of the Board, other than the Board Contact Persons identified in Section I, Part H, will not discuss the contents of this RFO with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related Offer. This restriction does not preclude discussions between the parties to conduct business unrelated to this procurement.

II. SPECIFICATIONS.

A. Introduction

The Texas Board of Occupational Therapy Examiners (the Board) seeks a vendor to provide a Continuing Education (CE) Tracking System as required by Texas Occupations Code Title 3, Subtitle A, Chapter 112, Subchapter C. At a minimum, the CE Tracking System must meet the requirements of Chapter 112 of the Occupations Code and provide for the use by and must be accessible to licensees (Occupational Therapists and Occupational Therapy Assistants), Agency Staff, and CE Providers. The CE Tracking System must provide a streamlined solution that easily allows licensees to record and track CE information for Texas licensure and renewal, CE Providers to report course completion information, and Agency Staff to track, report, assess, and verify licensee CE compliance.

The CE Tracking System must be provided at zero cost to the Agency, provide free access to licensees, and have transparent pricing for all costs to CE providers, if any. The Vendor must disclose its funding structure to the Board in this RFO.

This RFO lists the Board's needs from the CE Tracking System. This RFO does not require or authorize the Vendor to determine if reported activities are pre-approved or approved by the Board to meet CE requirements.

B. Background and History

In 1993, Senate Bill 690 was passed by the 73rd Texas Legislature, creating the Executive Council of Physical Therapy and Occupational Therapy Examiners (ECPTOTE). The Texas Advisory Board of Occupational Therapy was renamed the Texas Board of Occupational Therapy Examiners (TBOTE). The Board was established to protect the health, safety and welfare of the citizens of Texas by establishing the policies and procedures for administering and enforcing the provisions of the Occupational Therapy Practice Act, Title 3, Subtitle H, Chapter 454, Texas Occupations Code. The Texas Board of Occupational Therapy Examiners (Board) is a board under the umbrella of ECPTOTE. The Board licenses Occupational Therapists (OTs) and Occupational Therapy Assistants (OTAs). Approximately 13,600 OTs and 7,220 OTAs are currently licensed by the Board. The Board is staffed by employees of ECPTOTE.

ECPTOTE is a member of the Health Professions Council (HPC), which is comprised of representatives of independent health regulatory agencies in Texas. HPC provides IT and other support to the Agency. The Vendor will need to collaborate and coordinate, as applicable, with the Board, ECPTOTE, HPC, and/or Agency Staff regarding the development and/or implementation of the desired system.

Additional information regarding the Board and the Occupational Therapy Practice Act and TBOTE rules may be found at <https://ptot.texas.gov/>.

C. Definitions and Acronyms.

For purposes of this RFO, the following definitions apply.

Acceptable Quality Level	The level of performance of requested services below which the contract will not be paid or damages may be assessed.
Activity	This term pertains to any activities completed for Board CE requirements. The term may include different activity types, which might include, but would not be limited to, courses, the publication of certain materials, fieldwork supervision, etc.
Addendum	A modification of the specifications issued by the Board and distributed to prospective Respondents prior to the opening of responses.
Agency	May refer to ECPTOTE and/or TBOTE, as applicable.
Agency Staff	May include the staff of TBOTE, ECPTOTE, HPC, or other entities who provide support services to the Board or assist in implementing Board functions.
Best and Final Offer (BAFO)	A formal request made to selected Respondents for revisions to the originally submitted Proposal.
Board	The Texas Board of Occupational Therapy Examiners (TBOTE), also known as the Board. For purposes of this contract, this term may include, as applicable, ECPTOTE and the staff of either.
Certificate	Unless the context implies otherwise, this term refers to the documentation required for CE activities and may include, but would not be limited to, certificates of completion, cover pages of publications, letters of verification, etc. More than one document may be required as documentation for an activity.
Continuing Education (CE)	Continuing Education
Continuing Education Hours	The number of completed hours of an activity eligible for continuing education credit. May also be known as CEs, Contact Hours, and/or Credits.
Continuing Education Provider (CE Provider)	Has the meaning as specified in Texas Occupations Code Title 3, Subtitle A, Chapter 112
Continuing Education (CE) Tracking System	The CE tracking and verification system described in this RFO
Contract	The contract awarded because of this RFO and all exhibits thereto. This RFO, any Addendum issued in conjunction with this RFO, the successful Respondent's Proposal, any BAFO, and subsequent submission by Respondent shall all be fully incorporated therein as exhibits.
Comptroller of Public Accounts	Texas Comptroller of Public Accounts (CPA)

Electronic State Business Daily (ESBD)	The ESBD is available online at https://www.txsmartbuy.gov/esbd .
Executive Council of Physical Therapy and Occupational Therapy Examiners (ECPTOTE)	Executive Council of Physical Therapy and Occupational Therapy Examiners, an administrative agency that assists in the implementation of Board functions and provides the Board staff and other support to carry out its functions. Also known as the Agency.
FAQs	Frequently Asked Questions
Health Professions Council (HPC)	Health Professions Council, an agency that assists the Board and ECPTOTE to implement various functions, including by providing IT support and maintaining/developing IT systems.
Proposal	The response submitted by a vendor to the Board as a result of this solicitation.
Request for Offers (RFO)	The type of solicitation in this document.
Respondent	Any person or vendor who submits a Proposal in response to this solicitation.
Texas Administrative Code (TAC)	The official publication for administrative rules in Texas.
User	Includes Agency Staff, Licensees, and CE Providers

D. Cost

The Vendor must offer a zero-cost solution, ensuring that the Board will not incur any expenses during the setup or future use of the Vendor's services or software. Any proposal that is not zero-cost, does not offer free CE Tracking System access to Agency Staff and licensees, does not allow CE Providers to submit CE information, does not meet CPA requirements, or does not meet the requirements of Texas Occupations Code Title 3, Subtitle A, Chapter 112 will be disqualified. The Vendor commits to the following:

1. **Zero-Cost Contract.** The Board and Vendor will execute a contract with no monetary obligation or payment from the Agency for the Vendor's performance.
2. **Free CE Tracking System Access.** Licensees and Agency Staff will have access to a CE tracking system that meets all Agency and State requirements at no cost, both direct and indirect.
3. **Transparent Pricing.** The Vendor commits to not imposing hidden or additional fees on licensees or CE Providers. The Vendor may only charge costs to CE providers if all costs and pricing structures are disclosed in the responses to the RFO and the costs are expressly authorized in the awarded contract.

E. Scope of Services

1. **Ownership Rights to Data**

The Vendor must agree that any and all data provided to or collected by the Vendor is owned exclusively by the Board, regardless of whether the data is publicly available.

The Vendor must ensure that no data provided to or collected by it, regardless of whether the data is publicly available, will be used, sold, or shared by the Vendor for any purpose other than the intended purpose of CE tracking for the Board. For purposes of clarity, this prohibition includes any and all personally identifiable or private information provided to or collected by the Vendor from the Board, its licensees, or CE Providers.

2. **Accessibility:** The system must be accessible to users with visual or auditory impairments and must comply with the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.). and any other state or federal statutes pertaining to accessibility.

3. **CE Requirements**

Continuing education requirements refer to the information needed to capture, maintain, and provide specific CE data required by the Board.

- a) The Board will be able to manage or retrieve the following information from the CE Tracking System:
 - i. CE hours required by license type and status and by individual;
 - ii. Time period during which CE hours must have been successfully completed;
 - iii. Number of successfully completed hours;
 - iv. Activities and Hours carried forward from the last renewal period, if applicable;
 - v. Activities and Hours to be carried forward to the next renewal period, if applicable;
 - vi. Activity Category/Categories (e.g., required human trafficking training, courses and training programs, etc. and/or pre-approved CE and other acceptable activities) of successfully completed CE hours; and
 - vii. Data collection, data retention, data management, and reporting on completed or missing continuing education hours and/or requirements for all licensees.
- b) The Vendor must provide a test account for the purpose of Board testing and training Agency Staff on using the CE Tracking System.

4. **CE Management**

CE management is an administrative process that includes acquiring, validating, storing, protecting, and processing CE data to ensure its reliability for use by Agency Staff.

- a) The Vendor will provide a mechanism to update CE requirements for each license type.

- b) The Vendor will provide a mechanism for the Board to access licensee specific CE requirements arising out of some administrative action by the Board.
- c) The Vendor will provide a mechanism for the Board to access deadline dates and a timeframe to complete CE requirements based on the expiration date of each license and the previous renewal and/or expiration date, as well as any additional requirements, including those due to disciplinary action, as applicable.
- d) The Vendor will provide a link to the Board that directs licensees to the CE Tracking System for the purpose of reviewing and/or accessing their CE information and submitting information concerning the successful completion of CE.

5. Data Access

Data access refers to the Board's ability to access, store, move, manipulate, or retrieve stored data within the CE Tracking System, making the process more accessible and agile.

- a) At the end of the contract, the Board will be able to download the following information, in a single table, for all licensees:
 - i. Licensee Name (Last, First, Middle);
 - ii. License Type;
 - iii. License Number;
 - iv. License Status and/or Rank;
 - v. Activity Name and Date;
 - vi. Activity Category/Categories;
 - vii. Hours Earned; and
 - viii. All uploaded certificates in a compressed file archive.
- b) At the end of the contract, licensees will be able to download the same as that noted under (a) of this section that pertains to themselves. (**See Appendix A through D** for current renewal requirements, which are subject to change by the Legislature and/or Board).

6. CE Data Collection

Data collection involves the gathering, managing, and tracking of CE hours earned by each licensee and storing the data over multiple years.

- a) The Vendor will host all data and provide for the following:
 - i. Uploading and downloading the data through the Board's gateway.
 - ii. The Vendor will provide for a method (e.g., flat file, API) to upload licensee data from the Board's database, including:
 - A. Individual Licensee Information;
 - B. New License Data; and
 - C. Modifications to existing licensee data.
- b) The Vendor will provide an API to interface with the Board's database so that upon submission/creation of the appropriate transaction in the database (e.g., renewal) or other call/request from the Board's database, there is a check

against the data in the CE Tracking System to determine the CE completion status and return the result to the Board's database (e.g., Compliant or Not Compliant).

- c) For each CE activity, the Vendor will gather the following information:
 - i. Activity Provider (which may include the licensee for activities so designated by the Board);
 - ii. Activity Title;
 - iii. Activity Completion Date;
 - iv. Activity Category/Categories;
 - v. Hours Earned;
 - vi. When and by whom (e.g., the CE Provider or the licensee) the CE information was entered; and
 - vii. The required documentation for the activity.
- d) The Vendor will provide storage of electronic copies of completed CE documentation.
- e) The CE Tracking System will automatically calculate the sum of all CE hours and CE categories combined when entered.
- f) The CE Tracking System will automatically calculate "overlapping" continuing education credits reported from the previous period, if applicable.
- g) The CE Tracking System will automatically check for the duplication of any entered CE information for the renewal cycle or previous cycle, if applicable, and the validity of any activity completion dates (including with regard to eligible dates for such). The system will flag such items and/or prevent licensees from submitting such if so determined by the Board during the development of the system.
- h) The CE Tracking System will provide an accurate and comprehensive record of licensees' CE data to help them meet the requirements of their license renewal, including any requirements specific to their license status/type, or meet the requirements of any disciplinary action, if applicable.
- i) The CE Tracking System will not allow revisions to the information listed in (c) of this section after the licensee's renewal, though during an audit or if otherwise required/authorized by the Board, further information may be submitted.

7. CE Data Reporting

Data reporting is the process of generating reports specified by the Vendor or Agency Staff, including for use for any verification of CE requirements or CE audits completed by the Board. The Vendor will provide the Board the following:

- a) The ability to create and run customized reports and reporting options, including the ability to sort/organize CE information in an alphabetized or numerical manner based on activity category and/or title, course number, completion date, provider, etc.
- b) The ability to provide compliance reports demonstrating licensees have completed the CE requirements to maintain their license.
- c) The ability to ensure the accuracy and completeness of the reported CE data.
- d) The real-time ability to monitor performance and track progress, including through visual representations of CE data.

- e) The ability to represent the collected CE data in a format that is easy to understand and interpret.
- f) The ability to view an individual's CE or run reports on groups of individuals.
- g) The ability to query the Vendor's database to view licensee CE information.
The following information must be displayed:
 - i. License Type;
 - ii. License Number;
 - iii. License Status and/or Rank;
 - iv. Licensee Name (Last, First, Middle);
 - v. Number of Hours for each activity completed;
 - vi. The sum of all Hours for each activity completed;
 - vii. The sum of Hours remaining in each category, if applicable;
 - viii. Categories reported and any category requirements that have not yet been met; and
 - ix. Items listed under 6(c).
- h) The ability to run standard summary reports on CE data.
 - i. Access to and the ability to run reports on all licensees using the CE Tracking System.
 - ii. A downloadable report for an individual or a group of individuals and search function for licensees who are using the CE Tracking System.
- i) The Vendor must provide a mechanism for the Board to submit requests for data extraction of information from the Vendor's database tables or combination of tables to generate customized Structured Database Query reports.

8. CE Audit

The CE Audit refers to the Board's auditing of individuals to assess compliance with CE requirements for a renewal period. Requirements pertaining to the CE Audit may also be found under other items, including CE Reporting. This section has been added in order to add/address further requirements for this function. The Vendor will provide the Board with the following:

1. The ability to generate an audit of licensees for a specified time period or licensees with a specific license expiration date.
2. The ability to select or deselect individuals for an audit and/or customize CE requirements for the licensee, including due to license status and/or rank and/or Board disciplinary action or previous CE deficiencies.
3. The ability to contact and communicate with selected licensees, both on a batch and individual level, concerning the audit and related information/functions, including pertaining to being selected for the audit, any audit deficiencies, the status of the audit, and the passing or failing of the audit. Any communication, including that sent on a batch-level, will have the capacity to be personalized for the individual and ensure that licensee details (including name, license number, contact information, etc.) are only included on the communication sent to that licensee. If communication is made through the CE Tracking System, the system will allow for notifications (including a notification that a related update, etc. is available in the system) via email to be sent, including automatically, to the licensee and/or Board.

4. The ability of the Board and licensees to submit information and documentation regarding the audit directly into the platform.
5. The ability to record and track information for any current audits, including information and documentation submitted by licensees or provided by the Board and the audit status/progress of audited individuals, and generate related reports.
6. The ability to add/update audit status/audit information on an individual and batch level for selected licensees.
7. The ability for the Board to determine on a batch and individual level the audit information that is displayed to licensees.

9. **CE Data Retention**

Data retention involves the collection and storage of CE information over multiple years to preserve the history of completed CE for each license type.

- a) For all license types, the Vendor will retain completed CE information submitted by a licensee and/or CE Provider and allow for additional license types (including statuses and/or ranks) to be added in the future.
- b) Data backup and recovery: The Vendor will provide a robust data backup and recovery processes to ensure that CE data can be restored in the event of a disaster or data loss.
- c) Data retention period: The Vendor will preserve and retain – for a period of at least 60 months – in accordance with the Board’s needs and any regulatory requirements the CE information/data (including documentation, etc.) housed and/or submitted into the system.
- d) Data accuracy: The Vendor will ensure that CE data is up-to-date, complete, and consistent and that any errors are promptly corrected. The Vendor will ensure that the Board is notified of such corrections prior to such, if practicable, or at a minimum, within two business days of the change.
- e) The Vendor will store the following licensee data/information, in addition to any other information submitted by system users:
 - i. License Type;
 - ii. License Number;
 - iii. Licensee Name (Last, First, Middle);
 - iv. License Issuance Date (i.e., Rank Date);
 - v. License Status and/or Rank;
 - vi. License Expiration Date;
 - vii. Activities and Hours carried forward from the last renewal period, if applicable;
 - viii. Activities and Hours to be carried forward to the next renewal period, if applicable;
 - ix. Proof of completed CE requirements in the form of scanned or electronic copies of certificates or other indicia of completion;
 - x. Other CE documentation submitted by licensees in a scanned or electronic format; and
 - xi. The CE information submitted by licensees and CE Providers, including that addressed in 6(c) and 7(g).

- f) The Vendor will allow a licensee to carry forward to the next renewal period CE if accrued during the current renewal period if those hours are not needed for renewal and if eligible for such as per Board regulations.
- g) CE records that have not expired by the end of the contract will be transferred to the Board in an agreed-upon format.

10. Data Transfer and Security

CE data management involves the management and transfer of all continuing education data submitted by the licensee, CE Providers, and Agency Staff.

- a) The Vendor will conform to the State of Texas Security policies and procedures for handling data.
- b) The Vendor must provide a mechanism to ensure that the CE data is stored and managed securely and that the confidentiality, integrity, and availability of the data are maintained.
- c) The CE Tracking System must provide robust account security designed to ensure the following:
 - i. A "master system account" is provided for the Board to use in administering its settings.
 - ii. Multiple permission levels are provided for Agency Staff including permissions to:
 - A. View licensee CE data;
 - B. Assign additional CE requirements as required by Board action;
 - C. Create and run reports on CE data; and
 - D. Carry out functions related to audits.
- d) If a security breach in the Vendor's computerized systems results in the unauthorized access or disclosure of any data:
 - i. The Vendor is responsible for following Business and Commerce Code Section 521.053, Notification Required Following Breach of Computerized Data.
 - ii. The Vendor will notify the Board of any breach of system security, regardless of whether the breach involved data provided by CE Providers or the Board or its licensees, data containing sensitive personal information, or data that was encrypted.
- e) Failure on the part of the Vendor to comply with security standards may lead to the suspension or termination of any resulting contract.
- f) If a security breach occurs on the part of the Board and is determined to be the fault of the Board, the Vendor will not be held liable.
- g) The Vendor will be responsible for securing a backup and for the preservation of any data within its control that does not reside on servers or cloud-based storage systems (e.g., Texas Data Center Services) under the Board's control.
- h) Upon termination of the contract, the Vendor, at the request of the Board, will return or destroy all Board information and provide written certification of the return or destruction of this data within 72 hours.
- i) The Vendor will provide a secure method to store data associated with the CE required for all license types.

11. System Help

System help refers to a mechanism for technical assistance that allows Agency Staff to resolve issues by providing information relating to the general operation of the program as well as troubleshooting. Though this section addresses resources to which Agency Staff may turn licensees and CE Providers, the Vendor is responsible for providing customer support/technical assistance to licensees and CE Providers with regard to the CE Tracking System.

- a) The Vendor must provide technical support for the CE Tracking System and its website.
- b) The Vendor must provide telephone and email support for Agency Staff to resolve issues.
- c) The Vendor must provide online help to users in the form of instructions, How-To User Guides, and FAQs, as well as other forms of assistance designed to help Agency Staff when using the CE Tracking System.
- d) Automated password and username reset/access: The Vendor will provide an on-demand function for Agency Staff to request their username and/or a password reset and provide an automated mechanism to meet the request(s).
- e) The Vendor must notify the Board of any website irregularities, whether they occur in the system software or on the website software portal, so that the Board can inform and instruct licensees.
- f) The Vendor must provide instructions for all Agency Staff accessing the system. The material will be designed to support all functions performed by Agency Staff.
- g) The Vendor will provide the means necessary for communication between the Vendor and Agency Staff.
- h) The Vendor must provide the tools and information necessary for the Board to direct licensees to instructions on how to access technical assistance/customer support and to direct licensees to instructions on how to:
 - i. Create an account with email and password specifications;
 - ii. Obtain account user name and password reset;
 - iii. Enter CE information;
 - iv. Upload and download documents;
 - v. Access reports; and
 - vi. Use the system, in general, including to respond to/participate in an audit.
- i) The Vendor must provide the tools and information necessary for the Board to direct CE Providers to instructions, technical assistance/customer support, and resources regarding using the tracking system.

12. Licensee Requirements

Licensee requirements for CE refers to a software solution offered by the Vendor that helps licensees meet their CE requirements.

a) Licensee Data Entry

Licensee Data Entry refers to licensees' ability to enter their CE information and related documentation. Licensees will be able to

- i. Enter their CE activities;
- ii. Select the related category/categories of their activities;
- iii. Enter the activity's completion date;
- iv. Verify in real time if the minimum number of total hours and/or activities or hours for specific CE requirements have been entered by referring to automated calculations or determiners in the system;
- v. Upload the required documentation for the activity and verify that such has been uploaded;
- vii. Upload any supporting documentation, as applicable; and
- viii. Review entered information prior to submitting the completed CE record for the license renewal and attest to the veracity of such.

b) Disclaimer

A disclaimer must appear indicating that licensees are ultimately responsible for compliance with CE requirements, with the disclaimer language and display subject to approval by the Board.

c) Licensee Data Access

Licensee data access refers to a mechanism available on the CE Tracking System permitting a licensee to retrieve, download, copy, and analyze stored data without financial, legal, or technical barriers.

- i. The Vendor will provide licensees the following:
 - A. Stored data associated with the CE required for all license types.
 - B. Access to track CE that meets the Board's CE requirements.
 - C. Access to verify CE credits earned (for use by licensees to verify information submitted by CE Providers).
- ii. The CE Tracking System must allow licensees to track their progress, obtain documentation of their CE completion, and monitor compliance.
- iii. The Vendor must provide access to downloadable documents that include the following:
 - A. Completed CE activities, including any information listed under 6(c).
 - B. Remaining CE activities, categories, and/or hours.
 - C. Deadline dates of remaining CE activities, categories, and/or hours.
 - D. Access to view and download printable licensee CE data history.
 - E. Access to view eligible CE carried forward from the prior renewal period, if applicable.
- iv. The Vendor will provide notifications to alert a licensee of the licensee's CE submission deadline dates, the time frame in which the hours must be completed, or other notice as determined by the Board.
- v. The Vendor, if so determined by the Board, will notify licensees through email and in the CE Tracking System of new or modified continuing education requirements.
- vi. The Vendor will provide a link to the Board that directs licensees to the Vendor's CE Tracking System for the purpose of submitting CE information.
- vii. The Vendor will provide 24-hour licensee access to the CE Tracking System (except during system maintenance). The Vendor will ensure

that system downtime periods do not occur during the last week of a month and the first two days of a month unless necessary to address major system malfunctions/failures or security issues. In addition, the Vendor will display advance notice in the CE Tracking System regarding any scheduled downtime and will display a downtime message during downtime, when practicable.

- viii. The Vendor will provide account management services to allow licensees to securely use the CE Tracking System.
- ix. The CE Tracking System must provide robust security to ensure licensees cannot see or change other licensees' data.
- x. The CE Tracking System must help streamline the process of tracking the Board's CE requirements.
- xi. The CE Tracking System must simplify the compliance process for licensees.

d) Licensee Reporting

Licensee reporting is the ability for licensees, without financial, legal, or technical barriers, to access their CE information in an interface input/output format delivered to and used by the licensee.

- i. At any time during the contract period, a licensee will be able to download an Excel spreadsheet report of the licensee's continuing education information, including
 - A. Activity Name, Date, CE Provider, and when and by whom related information was entered;
 - B. Activity Category/Categories;
 - C. Hours earned for each activity;
 - D. Total Hours earned during the renewal period;
 - E. Total Activities and Hours carried forward from prior renewal period, if applicable;
 - F. Total Hours needed for the renewal period; and
 - G. Activities and Hours eligible to be carried forward to the next renewal period, if applicable.
- ii. At any time during the contract period, a licensee will be able to download the items under (d)(i), above, in addition to the item below, as a compressed file:
 - Proof of completed CE requirements in the form of scanned or electronic copies of certificates or other indicia of completion and any supporting documentation.

e) Licensee Help

Licensee help refers to the Vendor providing convenient, timely, and efficient customer service, assistance, and technical support to licensees, allowing them to quickly find the information they need online and resolve their issues without having to wait or travel to a physical location. The Vendor is responsible for providing customer service, assistance, and technical support to licensees regarding the use of the CE Tracking System, including regarding creating an account, re-establishing account access, entering into and retrieving from the

system CE information, including documentation, and responding to/participating in an audit.

- i. User-friendly interface: The help section should be easily accessible and user-friendly, allowing licensees to quickly find the information they need.
- ii. Responsiveness: The Vendor must be able to provide personalized support to licensees who need help on specific issues in the following formats.
 - A. Prompt technical support during, at the very least, standard business hours through phone and email, as well as an on-demand online chat feature (e.g., live, webchat, AI powered), if applicable.
 - B. Web-based guides on how to create an account for and use the CE Tracking System.
 - C. Online support to troubleshoot issues when software system issues arise.
- iii. Relevant content: The Vendor shall provide relevant and up-to-date information, How-To User Guides, FAQs, and other resources that can help licensees navigate and use the CE Tracking System. See also 11. System Help.
- iv. Integrations with platform: The help section should be seamlessly integrated into the platform, making it easy for licensees to access it when needed.
- v. Automated password and username reset/access: The Vendor will provide an on-demand function for licensees to request their username and/or a password reset and provide an automated mechanism to meet the request(s).
- vi. The Vendor will ensure its ability to meet the demands of a greater volume of customer-service requests/needs during the period preceding and the period following (the amount of time to be determined) the roll-out of the CE Tracking System.

13. CE Provider Requirements

- a) CE Provider Data Entry refers to a provider's ability to enter CE information concerning licensees. Providers will be able to
 - i. Enter CE activities completed by a licensee, including the name of such and any course number or other identifying course information or approval information (e.g., approved by the American Occupational Therapy Association or Texas Occupational Therapy Association), if applicable;
 - ii. Select the related category/categories of the activity;
 - iii. Enter the activity's completion date;
 - iv. Enter the number of hours completed for the activity;
 - v. Enter the provider's name, unless such is automatically captured by the CE Tracking System; and
 - vi. Enter the name and title of the individual authorized by the provider to attest to the completion of the activity/the authorized signer, unless such is automatically captured by the CE Tracking System.

- b) CE Provider Authorization refers to the process the Vendor establishes to authorize a CE Provider to enter information for licensees.
- i. The Vendor will establish a process to authorize CE Providers to enter licensee CE data into the CE Tracking System.
 - ii. The Vendor will address any queries from CE Providers concerning the process to become authorized to enter CE into the CE Tracking System.
 - iii. The Vendor will require CE Providers to attest to providing accurate and complete CE information.
- c) CE Provider Data Integrity refers to the integrity of the data entered by CE Providers for licensees.
- i. The Vendor will ensure that the information provided by CE Providers has been accurately transferred and represented in the CE Tracking System.
 - ii. The Vendor will address queries concerning how to enter information, including with regard to CE categories, from CE Providers authorized by the Vendor and provide, as reasonable, technical assistance regarding the entry of CE information.
- d) CE Provider Help refers to the Vendor providing convenient and efficient customer service, assistance, and technical support to CE Providers, allowing them to quickly find the information they need online and resolve their issues without having to wait or travel to a physical location. The Vendor is responsible for providing customer service, assistance, and technical support to CE Providers regarding the use of the CE Tracking System, including regarding creating an account, re-establishing account access, and entering into the CE Tracking System CE information and documentation, if applicable
- i. User-friendly interface: The help section should be easily accessible and user-friendly, allowing CE Providers to quickly find the information they need.
 - ii. Responsiveness: The Vendor must be able to provide personalized support to CE Providers who need help on specific issues in the following formats.
 - A. Technical support through phone and email, as well as an online chat feature (e.g., live, webchat, AI powered), if applicable;
 - B. Web-based guides on how to create an account for and use the CE Tracking System; and
 - C. Online support to troubleshoot issues when software system issues arise.
 - iii. Relevant content: The Vendor shall provide relevant and up-to-date information, How-To User Guides, FAQs, and other resources that can help CE Providers navigate and use the CE Tracking System and complete related tasks.
 - iv. Integrations with platform: The help section should be seamlessly integrated into the platform, making it easy for CE Providers to access it when needed.
 - v. Automated password and username reset/access: The Vendor will provide an on-demand function for CE Providers to request their

- username and/or a password reset and provide an automated mechanism to meet the request(s).
- vi. The Vendor will ensure its ability to meet the demands of a greater volume of customer-service requests/needs during the period preceding and the period following (the amount of time to be determined) the roll-out of the CE Tracking System.

14. Audit of Vendor and Performance Data

- a) The Vendor must regularly monitor and collect data regarding the performance and health of the CE Tracking System.
- b) At least quarterly, the Vendor must solicit from licensees and CE Providers input regarding their user experience and their access to and utility of troubleshooting/usage information provided by the Vendor.
- c) The Board may request such information from the Vendor at any time and such data/information must be transmitted to the Board in a user-friendly form. The Vendor must provide such information within 20 calendar days or respond within 10 calendar days regarding any questions or clarifications concerning the request; once the Board has submitted a response to the Vendor's request for clarification, the Vendor will respond within 20 calendar days with the data requested. The Vendor's response to a request from the Board for clarification of the Vendor's response, if applicable, shall follow the same timeline as that addressed in this paragraph.

III. CONTRACT TERM.

The services requested shall be provided for a period of two years beginning September 1, 2026, or the last signature date, whichever is later, and ending August 31, 2028. The term of a contract entered into as a result of this RFO may be renewed for up to two additional one-year periods following the initial awarded two-year contracting period without the need for an additional re-bidding process.

IV. RFO PROTEST PROCEDURES.

Any actual or prospective Respondent who is aggrieved in connection with this RFO evaluation or award of any contract resulting from this RFO may formally protest as provided in CPA's rules at 34 TAC, Part 1, Chapter 20, Subchapter F, Division 3.

V. SUBCONTRACTORS.

Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors and the proposal shall include a letter from each proposed subcontractor agreeing to work on the team.

VI. PERFORMANCE TRACKING.

The Board will monitor the performance of the Contract issued under this RFO. All services under the Contract shall be performed at an acceptable quality level. All

deliverables will be submitted in accordance with the timeline agreed upon at contract signing or an amended timeline agreed upon by the Vendor and Agency and documented in writing. Performance tracking methods may include, but are not limited to, meetings and documentation requirements deemed necessary by the Agency to assess progress of the contractor toward meeting the identified goals and outcomes established in response to assessments of unsatisfactory performance in accordance with this procedure.

VII. RESPONDENT DOCUMENTS.

All Respondent documents that are related to the Services, this RFO, Respondent's Offer, or a resulting contract including, but not limited to, boilerplate service agreements, service schedules, published specifications, warranty information, terms of service, ordering documents, and license agreements, are collectively referred to in this RFO as "Respondent Documents." Respondent must include copies of all proposed Respondent Documents with Respondent's Offer. The Board reserves the right, in its sole discretion, to amend the Respondent Documents to conform to this RFO and Texas law and provide them to Respondent for approval and signature prior to contract award. Respondent Documents that are (1) submitted as part of the Offer and (2) amended to conform to this RFO and Texas law through mutual, written agreement of Successful Respondent and the Board, will be incorporated as part of the Contract.

A. Submission.

1. Respondent must submit its Offer electronically via email, in accordance with the following:
 - a) The Offer must be emailed to lea@ptot.texas.gov, with a copy sent to the Board Contact Persons identified in Section I, Part H;
 - b) The subject line of the email must include Respondent's name and a reference to the RFO number;
 - c) All attachments to the email must be in a standard format such as Word, Excel, or Adobe PDF;
 - d) All required forms must be manually signed with scanned signatures; and
2. Respondent is solely responsible for ensuring timely delivery of its Offer to the Issuing Office by the deadline. Late Offers will not be accepted.

B. Costs.

The Board will not reimburse the Respondent for any cost related to its Proposal. The Respondent is responsible for any expense related to the preparation and submission of its Proposal.

C. Copyright.

The Board will not consider any Proposal that bears a copyright.

D. Texas Public Information Act (PIA).

1. Proposals will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request.
2. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies.
3. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be boldface type in red, at least **14-point font**, and use the term **“CONFIDENTIAL”** on the specific part or page of the Offer considered to be confidential by the Respondent.

E. Contents.

Listed below is a summary of all information to be included in a Proposal submitted in response to this RFO. The Board reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

1. Respondent Information: Respondent must submit the following in its Offer:
 - a) Respondent's identifying information:
 - i. name and address of business entity submitting the Offer;
 - ii. list of all principals;
 - iii. type of business entity (e.g., corporation, partnership);
 - iv. state of incorporation or organization; and
 - v. principal place of business.
 - b) Respondent's contact information (i.e., name, title, email address, and phone number) for the individual(s) who will be the Board's point of contact for questions regarding the Offer and the Contract.
2. The Respondent must provide evidence of financial responsibility and stability for performance of the requirements/services for which a proposal is submitted. In addition, the Respondent must disclose the source of any outside financial resources that will be utilized by the Respondent to enable it to fulfill any Contract

awarded pursuant to the RFO. If requested, Respondent must provide copies of documents reflecting financial solvency and the capacity to fulfill the requirements of this RFO. The documents may include the Respondent's most recent audited financial statement. The Board reserves the right to require any additional information necessary to determine the financial integrity and responsibility of a Respondent and to reject a response on the grounds of the Respondent's financial soundness.

3. Price Schedule. Provide information regarding any fees charged to users.
4. Signature Page. Failure to sign and return the Signature Page with the submitted Proposal will result in rejection of the Proposal.
5. Conflict of Interest, Nondisclosure Agreement, and Certification Regarding Public Nature of the Offer. Failure to sign and return these documents with the submitted Proposal will result in rejection of the Proposal.

F. Elements of Proposal.

1. Project Approach Narrative:
 - a) The proposal must include a project plan that includes a detailed description of the process by which the Respondent will perform the requirements identified in Section II. Specifications.
 - b) The proposal must indicate any requirement the proposal does not meet. This includes any continuing education requirement in the appendices that the proposal cannot track.
 - c) The proposal must provide a detailed project implementation plan with estimated time from contract signing to implementation.
 - d) The proposal must include an explanation of the manner in which the Vendor plans to fund the CE Tracking System. The proposal must also address any fees, if applicable, it may charge CE Providers for basic access to the CE Tracking System, as well as any fee-based enhanced features, programs, services, etc. it might offer licensees and/or CE Providers.
2. Experience and Qualifications:
 - a) The proposal must address the Respondent's demonstrated experience, past performance, and demonstrated reliability and competence in administering and delivering computer-based CE tracking for professional development activities. Respondents are encouraged to submit documentation, information, and/or items, to be determined by the respondent, that demonstrate and support such.
 - b) The proposal must address the Respondent's demonstrated experience, past performance, and competence with regard to the Board's CE requirements as per the Occupational Therapy Practice Act and TBOTE rules for each license type regulated by the Board. Respondents are encouraged to submit documentation, information, and/or items, to be determined by the respondent, that demonstrate and support such.

- c) The proposal must address the Respondent's demonstrated understanding of and training in meeting Texas security codes under Texas Government Code Section 2063.408 or other security codes pertaining to online information. Respondents are encouraged to submit documentation, information, and/or items, to be determined by the respondent, that demonstrate and support such.

3. Past Performance:

A Respondent's past performance will be evaluated based on the respondent's grade in the Comptroller's Vendor Performance System, if applicable. If a vendor does not have scores in the Vendor Performance System, alternative documentation for past performance should be submitted in accordance with subsection (b).

- a) A Respondent's past performance will be measured based upon pass/fail criteria in the Comptroller's system and/or Vendor Performance System, in compliance with applicable provisions of Sections 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Government Code. Respondents may fail this selection criteria for any of the following conditions:
 - i. A score of less than C in the Vendor Performance System (VPTS),
 - ii. Currently under a Corrective Action Plan through the CPA,
 - iii. Having repeated negative Vendor Performance Reports for the same reason,
 - iv. Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e., late delivery, etc.).

Contractor performance information is located on the CPA web site at:
<https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>

- b) For respondents concerning whom information under (a) of this section cannot be accessed, the Board will consider alternative past performance. Vendors should submit any information pertinent to the assessment of such, to be determined by the Vendor. Such information may include customer satisfaction surveys, information available from other states' agencies, etc., to be determined by the Vendor.

- c) The Board may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.115), the Board may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of the Board, and any negative findings, as determined by the Board, may result in no-award to the Respondent.

VIII. STANDARD TERMS AND CONDITIONS.

Any Contract awarded as a result of this RFO will contain the general terms and conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions.

A. Payments

This is a no-cost contract with the Board.

B. Confidentiality and Public Information

Notwithstanding any provisions of this Contract to the contrary, Contractor understands that the Board will comply with the Texas Public Information Act, Tex. Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The Board agrees to notify the Contractor in writing within a reasonable time from receipt of a request for information related to Contractor's work under this Contract. The contractor will cooperate with the Board in the production of documents responsive to the request. The Board will make a determination whether to submit a Public Information Act request to the Attorney General. Contractor will notify the Board's point of contact within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Contract. This Contract and all data and other information generated or otherwise obtained in this performance may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

C. Insurance and Bonds

1. Successful Respondent represents and warrants that it shall obtain and maintain the following coverages throughout the term of the Contract and that all coverages shall be with companies licensed in Texas with an "A" rating from A.M. Best Co. authorized to provide the required coverages:
 - a) Standard Workers Compensation Insurance covering all individuals who will provide Services;
 - b) Commercial General Liability Insurance: \$1,000,000 minimum each occurrence limit; \$2,000,000 minimum aggregate limit;
 - c) Professional Liability Insurance: \$1,000,000 minimum each occurrence limit; \$2,000,000 minimum aggregate limit; and
 - d) Cyber Liability Insurance: \$1,000,000 minimum per incident or claim and \$2,000,000 minimum aggregate limit. This policy must include, at a minimum, third-party coverage for security breach notification and subsequent credit monitoring.
2. All of the above policies and bonds shall contain endorsements prohibiting cancellation except upon thirty (30) calendar days' prior written notice to the Board. No later than five (5) business days following Contract award, and on an

annual basis thereafter, Successful Respondent shall furnish proof to the Board of such coverage in the form of a Certificate of Insurance from Successful Respondent's insurance carrier(s) indicating the required coverages. The certificate shall be addressed to the Board as the certificate holder. Successful Respondent shall submit proof of required insurance coverage via email, referencing the purchase order number, to the following address: info@ptot.texas.gov.

D. Indemnification

1. Acts or Omissions:

RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE BOARD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND THE BOARD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

2. Infringements:

A) CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE BOARD, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD-PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE OR SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. THE CONTRACTOR AND THE BOARD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THE CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE BOARD WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE BOARD MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST

OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

- B) CONTRACTOR SHALL HAVE NO LIABILITY UNDER THIS SECTION IF THE ALLEGED INFRINGEMENT IS CAUSED IN WHOLE OR IN PART BY:
 - (I) USE OF THE PRODUCT OR SERVICE FOR A PURPOSE OR IN A MANNER FOR WHICH THE PRODUCT OR SERVICE WAS NOT DESIGNED, (II) ANY MODIFICATION MADE TO THE PRODUCT OR SERVICE WITHOUT CONTRACTOR'S WRITTEN APPROVAL, (III) ANY MODIFICATIONS MADE TO THE PRODUCT OR SERVICE BY THE CONTRACTOR PURSUANT TO THE BOARD'S SPECIFIC INSTRUCTIONS, (IV) ANY INTELLECTUAL PROPERTY RIGHT OWNED BY OR LICENSED TO THE BOARD, OR (V) ANY USE OF THE PRODUCT OR SERVICE BY THE BOARD THAT IS NOT IN CONFORMITY WITH THE TERMS OF ANY APPLICABLE LICENSE AGREEMENT.
- C) IF CONTRACTOR BECOMES AWARE OF AN ACTUAL OR POTENTIAL CLAIM, OR THE BOARD PROVIDES CONTRACTOR WITH NOTICE OF AN ACTUAL OR POTENTIAL CLAIM, CONTRACTOR MAY (OR IN THE CASE OF AN INJUNCTION AGAINST THE BOARD, SHALL), AT CONTRACTOR'S SOLE OPTION AND EXPENSE; (I) PROCURE FOR THE BOARD THE RIGHT TO CONTINUE TO USE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE, OR (II) MODIFY OR REPLACE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE WITH FUNCTIONALLY EQUIVALENT OR SUPERIOR PRODUCT OR SERVICE SO THAT THE BOARD'S USE IS NON-INFRINGEMENT.

E. Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

1. Contractor agrees and acknowledges that during the existence of this contract, contractor shall be entirely responsible for the liability and payment of contractor's and contractor's employees' taxes of whatever kind, arising out of the performances of this contract. Contractor agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The Board and the State of Texas shall not be liable to the contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment of another governmental entity.
2. Contractor agrees to indemnify and hold harmless the Board, the State of Texas and/or their employees, agents, representatives, subcontractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in its performance under this contract. The contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by contractor with the office of the attorney general when Texas state agencies are named defendants in any lawsuit and contractor may not agree to any settlement without first obtaining the

concurrence from the office of the attorney general. Contractor and the Board agree to furnish timely written notice to each other of any such claim.

F. Dispute Resolution

1. The dispute resolution process provided for in Tex. Government Code, Chapter 2260 shall be used by the Board and Contractor to resolve any dispute arising under the Contract.
2. The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Contractor under the Contract. If the Contractor's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit a written notice, as required by Chapter 2260, to the Executive Director of the Executive Council of Physical Therapy and Occupational Therapy Examiners or his or her designee. The notice shall also be given to the individual identified in the Contract for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
3. The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Board if the Parties are unable to resolve their disputes as described above.
4. Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by the Board nor any other conduct of any representative of the Board relating to the Contract shall be considered a waiver of sovereign immunity to suit.
5. For all other specific breach of contract claims or disputes under the Contract, the Board and the Respondent shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by the Board and the Contractor within fifteen (15) days after written notice by one of them demanding mediation under this Section. The Contractor shall pay all costs of the mediation unless the Board, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, the Board and the Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that the Board and the Contractor shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. The Board's participation in, or the results of, any mediation or other non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by the Board of (1) any rights,

privileges, defenses, remedies or immunities available to the Board as an agency of the State of Texas or otherwise available to the Board; (2) the Board's termination rights; or (3) other termination provisions or expiration dates of the Contract.

6. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the Board, the Contractor shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of §2251.051, Tex. Government Code, and such suspension of performance is expressly applicable and authorized under that law.

G. Liability for Taxes

Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. The Board shall not be liable for any taxes from this Contract.

H. Equal Employment Opportunity Practices

1. In accordance with Texas Government Code, Sections 2161.181–182, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, including professional and consulting services, and commodities contracts. The Texas Comptroller of Public Accounts (CPA) HUB Rules, 34 TAC §20.284, encourage the use of HUBs through race-neutral, ethnicity-neutral, and sex-neutral means, in accordance with applicable state and federal law and any updates or emergency rules issued by the CPA.
2. The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in state contracting. In accordance with current Comptroller guidance, HUB utilization goals are qualitative and focused on increasing participation of eligible businesses, including service-disabled veteran-owned businesses, rather than relying solely on fixed percentage goals.
3. Each state agency shall make a good faith effort to assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year. Agencies may establish their own utilization goals based on factors such as historical usage, availability of HUB vendors, and types of procurements. All HUB-related efforts must be implemented in a manner consistent with current law and Comptroller rules.
4. The Board identifies HUB vendors from the CPA Centralized Master Bidders List (CMBL). This is a list of vendors that may perform subcontracting opportunities. The applicable class codes are: 955-27. The current HUB directory

and related resources are available on the Comptroller's website:
<https://mycpa.cpa.state.tx.us/tpasscmbsearch/>

I. Amendments

This Contract may be amended only upon written agreement between the Board and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

J. Applicable Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

K. Strict Compliance

Time is of the essence in the performance of this Contract. The contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

L. Assignments

Without the prior written consent of the Board, Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

M. Federal, State, and Local Requirements

Contractors shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from the Contractor's omission or breach of this Section.

N. Severability Clause

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

O. Applicable Law and Conforming Amendments

Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. The Board reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any

modifications necessary for the Board's or Contractor's compliance with all applicable State and federal laws, and regulations.

P. No Waiver

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

Q. No Liability Upon Termination

If this Contract is terminated for any reason, the Board and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Government Code, Chapter 2260.

R. Independent Contractor

Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any PO resulting from this RFO. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of the Board. Should Contractor subcontract any of the services required in this RFO, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the Board is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this RFO.

S. Limitation on Authority; No Other Obligations

Contractor shall have no authority to act for or on behalf of the Board or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Board.

T. Supporting Documents, Retention; Right to Audit; Independent Audits

1. Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the

date of submission of the final invoices or until a resolution of all billing questions, whichever is later. The contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Work under this Contract. Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by the Board and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

2. The contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with the Section shall constitute a material breach of this Contract and shall authorize the Board and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Government Code, §2262.154 the acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

U. Deceptive Trade Practices; Unfair Business Practices

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

V. Equal Opportunity

Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, disability, age (40 or older) or genetic information (including family medical history) in the performance of this Contract.

W. Antitrust

Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

X. Notices

Any written notices required under this Contract must be given by hand delivery, electronic mail, or US Mail, certified, return receipt requested, to the party's designated address for notice.

Texas Board of Occupational Therapy Examiners
Attn: Staff Services Officer
George H.W. Bush State Office Building
1801 Congress Ave., Ste. 10.900
Austin, Texas 78701
info@ptot.texas.gov

(Contractor's Address)

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

Y. False Statements; Breach of Representation

By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signed its Proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract and the Board may terminate or void this Contract for cause and pursue other remedies available to the Board under this Contract and applicable law.

Z. Force Majeure

Neither Contractor nor the Board shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this RFO caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due

foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

AA. Debts or Delinquencies to State

The Comptroller is prohibiting from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under the Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

BB. Work Made for Hire

1. For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of the Board. All right, title and interest in and to said property shall vest in the Board upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in the Board, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to the Board. The Board shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give the Board and/or the State of Texas, as well as any person designated by the Board and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.
2. All materials and content produced will become the property of the Board.

CC. Electronic and Information Resources Accessibility Standards, As Required by Title 1, Texas Administrative Code, Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

DD. Default

If Contractor is found to be in default under any provision of this Contract, the Board may cancel the Contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to the Board including but not limited to re-procurement costs, and any consequential damages to the State of Texas or the Board resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

EE. Note to Respondent

Any terms and conditions attached to the response will not be considered unless specifically referred to on this Request for Offers and may result in disqualification of the response.

FF. U.S. Department of Homeland Security's E-Verify System

1. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
 - a) All persons employed to perform duties within Texas, during the term of the Contract; and
 - b) All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.
2. The Contractor shall provide upon request, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.
3. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

GG. Immigration

The Contractor represents and warrants that it shall comply with the requirements of the Immigration Act of 1990 and Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms

for any individuals hired on or after November 6, 1986, who will perform any labor or services under this Contract.

HH. Drug Free Workplace

The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment and any applicable rules.

II. Public Disclosure

No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of the Board.

JJ. Contracts Involving Exchange or Creation of Public Information

Contractor is required to make any information created or exchanged with the State pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. Copies of documents, regardless of their format, must be provided to the Board within thirty (30) days. Copies of documents maintained in digital format must be provided in .pdf format. In the case of an Open Records Request, the Board may request that documents be made available within 5 days.

IX. EXECUTION OF OFFER.

- A. By signature hereon, Respondent represents and warrants that the provisions in this Execution of Offer apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFO or any contract resulting from it.
- B. By signature hereon, Respondent represents and warrants its intent to furnish the requested items at the prices quoted in its Offer.
- C. By signature hereon, Respondent represents and warrants that its prices include all costs of Respondent in providing the requested items that meet all specifications of this RFO, and that its prices will remain firm for acceptance for a minimum of ninety (90) days from deadline for submission of Offer.
- D. By signature hereon, Respondent represents and warrants that each employee, including replacement employees, will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFO.
- E. By signature hereon, Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to the Board

under the RFO and any resulting contract, if any, and that Respondent's provision of the requested items under the RFO and any resulting contract, if any, would not reasonably create an appearance of impropriety.

- F. By signature hereon, Respondent represents and warrants that, pursuant to Section 2155.003 of the Texas Government Code, it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Offer.
- G. By signature hereon, Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- H. By signature hereon, Respondent hereby represents and warrants that, pursuant to 15 U.S.C. Section 1, *et seq.* and Texas Business and Commerce Code Section 15.01, *et seq.*, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the Offer made to any competitor or any other person engaged in such line of business.
- I. By signature hereon, Respondent represents and warrants that all statements and information prepared and submitted in response to this RFO are current, complete and accurate.
- J. By signature hereon, Respondent represents and warrants that the individual signing this document and the documents made part of this RFO and Offer is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Offer.
- K. By signature hereon, Respondent represents and warrants that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Respondent (or Texas bidder) as defined by Section 2155.444(c) of the Texas Government Code.
- L. Check below if Respondent is claiming a preference under 34 Texas Administrative Code §20.306 or Chapter 2155, Subchapter H of the Texas Government Code:
 - 1. Goods produced or offered by a Texas Respondent that is owned by a Texas resident service-disabled veteran
 - 2. Goods produced in Texas or offered by a Texas Respondent that is not owned by a Texas resident service-disabled veteran
 - 3. Agricultural products grown in Texas
 - 4. Agricultural products offered by a Texas Respondent

5. Services offered by a Texas Respondent that is owned by a Texas resident service-disabled veteran
6. Services offered by a Texas Respondent that is not owned by a Texas resident service-disabled veteran
7. Texas Vegetation Native to the Region
8. USA produced supplies, materials or equipment
9. Products of persons with mental or physical disabilities
10. Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
11. Energy Efficient Products
12. Rubberized asphalt paving material
13. Recycled motor oil and lubricants
14. Products produced at facilities located on formerly contaminated property
15. Products and services from economically depressed or blighted areas
16. Vendors that meet or exceed air quality standards
17. Recycled or Reused Computer Equipment of Other Manufacturers
18. Foods of Higher Nutritional Value
19. Commercial Production Company or advertising agency located in Texas

M. By signature hereon, under Section 231.006, Texas Family Code, regarding child support, Respondent certifies that the individual or business named in the offer is not ineligible to receive the specified payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006, Texas Family Code, must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the offer.

This information must be provided prior to the award. Enter the Name and Social Security Number for each person below:

Name:	SSN:
_____	_____
Name:	SSN:
_____	_____
Name:	SSN:
_____	_____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

- N. By signature hereon, Respondent represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exist between Respondent and an employee of the Board, and Respondent has not been an employee of the Board within the immediate twelve (12) months prior to Respondent's Offer. By signature hereon, Respondent certifies that it is in compliance with Section 669.003 of the Texas Government Code, relating to contracting with executive head of a state agency.

Respondent must complete the following, marking "N/A" if not applicable:

- Name of Former Executive: _____
- Name of State Agency: _____
- Date of Separation from State Agency: _____
- Position with Respondent: _____
- Date of Employment with Respondent: _____

All such disclosures will be subject to administrative review and approval prior to the Board entering into any contract with Respondent. Respondent acknowledges that any contract resulting from this RFO may be terminated at any time, and payments withheld, if this information is false.

- O. By signature hereon, pursuant to Section 2155.004(a) of the Texas Government Code, Respondent represents and warrants that neither it nor any person or entity which will participate financially in any contract resulting from this RFO has received compensation for participation in the preparation of specifications for this RFO. In addition, under Section 2155.004 of the Texas Government Code, Respondent certifies that the individual or business entity named in the Offer or any contract resulting from this RFO is not ineligible to receive the specified contract and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.
- P. By signature hereon, in accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- Q. By signature hereon, Respondent represents and warrants that the Board's payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this RFO are not prohibited by Sections 556.005, 556.0055 or 556.008 of the Texas Government Code.
- R. By signature hereon, Respondent represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as

described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

- S. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in its Offer is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFO may be terminated and payment withheld if this certification is inaccurate.
- T. By signature hereon, if Respondent is submitting an offer for the purchase or lease of computer equipment, then Respondent hereby certifies its compliance with Chapter 361, Subchapter Y of the Texas Health and Safety Code, and the Texas Commission on Environmental Quality rules at 30 Texas Administrative Code Chapter 328.
- U. By signature hereon, Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent or any of the individuals or entities included in Respondent's Offer within the five (5) calendar years immediately preceding the submission of Respondent's Offer in response to this RFO that would or could impair Respondent's performance under any contract resulting from this RFO, relate to the solicited or similar goods or services, or otherwise be relevant to the Board's consideration of Respondent's Offer. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Offer a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under any contract resulting from this RFO, relate to the solicited or similar goods or services, or otherwise be relevant to the Board's consideration of Respondent's Offer. In addition, Respondent represents and warrants that it shall notify the Board in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the Board shall constitute breach of contract and may result in immediate termination of any contract resulting from this RFO.
- V. By signature hereon, Respondent represents and warrants that it and each of its subcontractors have the requisite resources, qualifications and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of the Board's objectives.

- W. By signature hereon, Respondent represents that neither Respondent or any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, proposed in the Offer has been convicted of a felony criminal offense, or that if such a conviction has occurred Respondent has fully advised the Board of the facts and circumstances in its Offer.
- X. By signature hereon, Respondent represents and warrants that if selected for award of a contract as a result of this RFO, Respondent will submit to the Board a Certificate of Interested Parties prior to contract award in accordance with Section 2252.908 of the Texas Government Code.
- Y. By signature hereon, Respondent represents and warrants that, pursuant to Section 2271.002 of the Texas Government Code, Respondent does not boycott Israel and will not boycott Israel during the term of the contract resulting from this RFO.
- Z. By signature hereon, Respondent represents and warrants that, Respondent certifies that: (i) is not a "Listed Company" as identified by the Texas Comptroller of Public Accounts or the Texas Pension Review Board; (ii) is not engaged in "scrutinized business operations" as defined by Sections 808.001 or 809.001 of the Texas Government Code; and (iii) does not have contracts with or provide supplies or services to a "foreign terrorist organization" as defined by Section 2252.151(2) of the Texas Government Code.
- AA. By signature hereon, Respondent represents and warrants that it has read and agrees to all terms and conditions of this RFO, unless Respondent specifically takes an exception and offers an alternative provision in Respondent's Offer to this RFO.

An authorized representative on behalf of Respondent must complete and sign the following:

_____ Signature of Authorized Representative	_____ Date Signed	
_____ Printed Name & Title	_____ E-mail Address	
_____ Entity Name ("Respondent")	_____ Phone Number	_____ Fax Number
_____ Federal Employer Identification Number	_____ DUNS Number	
_____ Physical Street Address	_____ City, State, Zip Code	
_____ Mailing Address, if different	_____ City, State, Zip Code	

CONFLICT OF INTEREST

A. Disclosures. Provide the requested information in the space provided; indicate "N/A" as appropriate.

1. Respondent must disclose any proposed personnel who are current or recent former employees of the Texas Board of Occupational Therapy Examiners or the State of Texas.

2. Respondent must disclose the following:

- a. any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Respondent's and its proposed subcontractors' submission of an Offer, possible selection as Successful Respondent, or its performance of the contract.

- b. all past and present contractual, business, financial or personal relationships between Respondent and the Board and between Respondent's proposed subcontractors, if any, and the Board.

For each item, Respondent must also provide a detailed explanation of why Respondent does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to Respondent's submission of an Offer, possible selection as the Successful Respondent, or its performance of the contract.

B. Defined Terms. For purposes of the disclosure statements required by this solicitation, the terms below are defined as follows:

- "past" is defined as within the two (2) calendar years prior to the deadline for submission of offers in response to this solicitation.
- "Recent former employees" are defined as those Board employees who have terminated agency employment within the two (2) calendar years prior to the deadline for submission of offers in response to this solicitation.
- "Personal relationship" is defined as a current or past connection other than a clearly contractual, business, financial or similar relationship and includes family relationships or other connections outside simply providing a response to this solicitation. For this purpose, "family relationship" means a relationship within the third degree of consanguinity or second degree of affinity; see Chapter 573 of the Texas Government Code, which defines these degrees of consanguinity and affinity. Connections other than such family relationships fall within this definition and must be disclosed if:
 - (a) a reasonable person could expect the connection to diminish Respondent's independence of judgment or effectiveness in the performance of the Respondent's responsibilities to the Board or the State of Texas under the contract.
 - (b) a reasonable person could expect the connection, within the overall context of Respondent's submission of an Offer, possible selection as Successful Respondent or its performance of the contract, to create an issue for the agency's consideration relative to a potential appearance of impropriety or conflict of interest; or
 - (c) the relationship is with a Board or other State of Texas employee with authority to make decisions or recommendations on state contracting or procurement or this solicitation. For purposes of this provision, those persons with authority to make decisions or recommendations are those persons who fall within the definition of "purchasing personnel" in Section 2262.004(a)(2) of the Texas Government Code.

C. Continuing Duty to Disclose. If circumstances change or additional information is obtained subsequent to submission of the Offer, Successful Respondent's duty to disclose under these provisions continues under the term of the contract and does not end with submission of an Offer or receipt of contract award.

D. Disclosures under these provisions are information that will be evaluated by the Board; however, all information provided will not necessarily lead to a restriction or disqualification. Issues will be considered on a case-by-case basis in the best interests of the State of Texas. If Respondent is in doubt about whether information should be disclosed, Respondent should consult with its legal counsel. Failure to disclose any required information under these provisions may be cause for offer disqualification or termination of the contract resulting from this solicitation. The Board reserves the right, in its sole discretion, to determine if an issue should result in offer disqualification or termination of the contract.

Signature of Authorized Representative

Date Signed

Printed Name & Title

Entity Name ("Respondent")

NONDISCLOSURE AGREEMENT

In consideration of the Texas Board of Occupational Therapy Examiners ("Board") communicating with the undersigned Respondent regarding a potential contract resulting from the referenced solicitation (e.g., RFP, RFO, RFQ) and because of the sensitivity of certain information provided to Respondent, both parties agree that all information regarding the Board or gathered, produced, collected or derived from or related to the potential contract, or provided to Respondent under a resulting contract ("Confidential Information") must remain confidential subject to release only upon prior written approval of the Board, and more specifically agree as follows:

- A. The Confidential Information may be used by Respondent only to assist Respondent in connection with the business relationship contemplated in the solicitation or performance of a contract with the Board resulting from the solicitation.
- B. Respondent shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as proposed consultant or independent contractor to the Board.
- C. Unless otherwise provided in the solicitation or resulting contract, Respondent agrees to maintain the confidentiality of all Confidential Information in the same manner that it protects the confidentiality of its own materials of like kind, but in no event less than reasonable care. Respondent shall take reasonable precautions to protect the Confidential Information including, but not limited to, not disclosing Confidential Information in any manner to any person, firm, or entity, except for authorized employees, agents, or contractors of Respondent with a need to know who are bound by confidentiality obligations at least as stringent as those contained in this agreement prior to any disclosure of such Confidential Information.
- D. Confidential Information may not be copied, reproduced, disclosed, distributed, or otherwise divulged without the Board's prior written approval. Confidential Information and any copies thereof shall be the Board's exclusive property.
- E. All Confidential Information made available to Respondent, including copies thereof, must be returned to the Board upon the first to occur of (a) expiration or termination of any contract resulting from the solicitation, or (b) request by the Board.
- F. The foregoing does not prohibit or limit Respondent's use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, provided such prior knowledge was not subject to a confidentiality obligation, (b) independently developed by it, (c) acquired by it from a third-party under no obligation of confidentiality to the Board, (d) which is or becomes part of the public domain through no breach by Respondent of this nondisclosure agreement or other contractual obligations to the Board, or (e) approved by the Board in writing for unrestricted disclosure.
- G. If Respondent is required by applicable law, regulation, or legal process to disclose any Confidential Information, then Respondent shall provide the Board with prompt notice of any such requirement prior to delivery of the Confidential Information to allow the Board a reasonable opportunity to seek a protective order or equivalent.
- H. This nondisclosure agreement shall become effective as of the date Confidential Information is first made available to Respondent and shall survive the expiration or termination of any contract resulting from the solicitation and be a continuing requirement.
- I. The breach of this nondisclosure agreement by Respondent shall entitle the Board to immediately terminate any contract with Respondent resulting from the solicitation upon written notice to Respondent for such breach. The parties acknowledge that the measure of damages in the event of a breach of this nondisclosure agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the Board elects to terminate any contract with Respondent resulting from the solicitation upon the breach hereof, the Board may require Respondent to pay to it the sum of \$5,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty but is intended to be a reasonable estimate of the damages in the event of a breach hereof by Respondent of this nondisclosure agreement. The Board does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this nondisclosure agreement.
- J. This nondisclosure agreement is governed by and construed under the laws of the State of Texas. Any and all obligations of this agreement are due in Travis County, Texas and venue is proper in only such county.

Signature of Authorized Representative

Date Signed

Printed Name & Title

Entity Name ("Respondent")

CERTIFICATION REGARDING PUBLIC NATURE OF THE OFFER

The Legislative Budget Board (LBB) has established a database of state agency contracts pursuant to Section 322.020 of the Texas Government Code. See the LBB website at www.lbb.state.tx.us. Following the contract award resulting from this solicitation, the Board plans to upload to the LBB contracts database the complete contract, except for information that is not subject to disclosure under Chapter 552 of the Texas Government Code. Information that is not subject to disclosure under Chapter 552 of the Texas Government Code must be referenced in an appendix that generally describes the information without disclosing the specific content of the information. In submitting an Offer in response to this solicitation, Respondent acknowledges that it understands and accepts this requirement.

Respondent **must initial below EITHER Item 1 or Item 2, as appropriate. DO NOT INITIAL BOTH ITEMS.**

By signature hereon, Respondent certifies the following:

1. _____ Respondent does not assert that any portion of its Offer is confidential.

OR

2. _____ Respondent has stamped in bold red letters the term “**CONFIDENTIAL**” on the specific part or page of the Offer considered to be confidential by Respondent. In the table below or as an attachment to this form submitted with the Offer, Respondent has identified by page number(s) the location of all information in the Offer asserted to be confidential by Respondent as well as provided an explanation, including any relevant legal authority, for why Respondent reasonably considers the identified portion(s) of its Offer to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code.

Page No. of Offer	General description of the designated information	Explanation, including relevant legal authority, in support of the confidential treatment of the designated portion(s) of the Offer.

Signature of Authorized Representative

Date Signed

Printed Name & Title

Entity Name (“Respondent”)

Appendix A: Chapter 367, Continuing Education, of the TBOTE rules

TEXAS ADMINISTRATIVE CODE: As in effect on 3/4/2026.

TITLE 40. SOCIAL SERVICES AND ASSISTANCE
PART 12. TEXAS BOARD OF OCCUPATIONAL THERAPY EXAMINERS
CHAPTER 367. CONTINUING EDUCATION
§367.1. Continuing Education.

(a) The Act mandates licensee participation in a continuing education program for license renewal. Continuing education (CE) is defined as activities that meet the requirements of this chapter. The licensee is solely responsible for keeping accurate documentation of all continuing education and for selecting continuing education that meets the requirements in this chapter.

(b) Required Continuing Education Hours.

(1) Unless otherwise specified in this chapter, 1 hour of continuing education is equal to 1 contact hour.

(2) All licensees must complete a minimum of 24 contact hours every two years during the period of time the license is current in order to renew the license. Licensees must provide proof of completion of contact hours at the Board's request.

(3) Training on Human Trafficking. As part of the minimum hours of required continuing education for each renewal, licensees must complete a training course on human trafficking that is approved by the Texas Health and Human Services Commission. Documentation of completion of a training course is a certificate of completion or letter of verification indicating credit awarded. Documentation must identify the licensee by name and include the date and title of the activity; the name of the authorized signer; either the signature of the authorized signer or the official seal, letterhead, or logo of the authorized signer if an area designated for a signature is not included; and the number of hours or contact hours awarded for the activity. When the documentation lists a unit of credit other than hours or contact hours, such as continuing education units (CEUs), professional development units (PDUs), or other units or credits, it must be accompanied by documentation from the continuing education provider or a copy of the Texas

Health and Human Services Commission's list of approved human trafficking courses noting the equivalence of the units or credits in terms of hours or contact hours.

(A) Pre-Approved Credit and Additional Credit. The completion of one training course per renewal period to meet the training requirement is pre-approved for CE credit up to a maximum of 2 contact hours. Additional CE credit may be earned for a training course exceeding 2 hours if the additional hours meet the requirements of this chapter.

(B) Repeated Course. A specific training course completed during one renewal period to meet the training requirement may be completed again during the next renewal period to meet the training requirement for that next renewal. Up to a maximum of 2 contact hours from the repeated course are exempt from subsection (c) of this section and may be applied toward license renewal.

(4) Licensees who submit their renewal with all required items prior to the month when their license expires may count CE completed during their license's expiration month for their next renewal period.

(c) Each continuing education activity may be counted only one time in two renewal cycles.

(d) Acceptable Activities. In order to be eligible for continuing education, activities must either be pre-approved activities or meet the requirements for other acceptable activities.

(1) Pre-Approved Activities.

(A) Course Approved by the Texas Health and Human Services Commission on Human Trafficking. Up to a maximum of two hours of CE credit are pre-approved for a training course on human trafficking as provided under subsection (b)(3)(A) of this section (relating to Pre-Approved Credit and Additional Credit).

(B) Activities Approved or Offered by the American Occupational Therapy Association (AOTA) or the Texas Occupational Therapy Association (TOTA).

(i) Professional development activities approved or offered by AOTA or TOTA are preapproved for CE credit for license renewal. However, a human trafficking training course approved or offered by AOTA or TOTA may not be used to satisfy the requirements of subsection (b)(3) of this section (relating to Training on Human

Trafficking) unless it is also approved by the Texas Health and Human Services Commission, as described under that subsection.

(ii) Documentation shall include a certificate of completion, letter of verification, or transcript. Documentation must identify the licensee by name and include the date and title of the activity; the name of the authorized signer; either the signature of the authorized signer or the official seal, letterhead, or logo of the authorized signer if an area designated for a signature is not included; and the number of hours or contact hours awarded for the activity. Documentation for activities approved or offered by AOTA may include AOTA CEUs on the documentation instead of hours or contact hours; for such documentation, a licensee shall multiply the AOTA CEUs by ten in order to determine the equivalence in terms of contact hours. Examples: .1 AOTA CEU equals 1 contact hour and .25 AOTA CEUs equals 2.5 contact hours. When the documentation lists a unit of credit other than hours, contact hours, or AOTA CEUs, such as other continuing education units (CEUs), professional development units (PDUs), or other units or credits, it must be accompanied by documentation from the continuing education provider noting the equivalence of the units or credits in terms of hours or contact hours.

(iii) The Board will evaluate the continuation of its approval of AOTA's and TOTA's educational activities at least every five years.

(2) Other Acceptable Activities. In order to be eligible for CE, activities that are not pre-approved must meet further requirements in §367.2 of this title (relating to Other Acceptable Activities).

§367.2. Other Acceptable Activities.

(a) Except for the pre-approved activities described under §367.1(d)(1) of this title (relating to Continuing Education), in order to be eligible for continuing education, activities must meet the following requirements.

(1) Acceptable Content. Activities must be professional development activities that ensure the health, safety, and welfare of the public and directly concern the maintenance or enhancement of knowledge and proficiencies relevant to occupational therapy practice or the pedagogy, education, ethics, or theory development of occupational therapy.

(2) Categories of Activities. Activities must fall under one or more of the categories described under subsection (b) of this section (relating to Categories of Other Acceptable Activities).

(3) Unacceptable Activities. Activities may not be unacceptable activities. Unacceptable professional development activities not eligible for continuing education include but are not limited to:

- (A) Any non-instructional time frames such as breaks, meals, introductions, and pre/post testing.
- (B) Business meetings.
- (C) Exhibit hall attendance.
- (D) Activities that provide information about the work setting's philosophy, policies, or procedures or educate employees about a specific work setting.
- (E) Activities that concern business development, general professional behaviors/standards, or customer service.
- (F) Activities that concern the self-promotion of the provider's or licensee's programs, products, or services.
- (G) Activities that concern general topics such as social work; defensive driving; water safety; team building; Graduate Record Examinations (GRE)®, Graduate Management Admissions Test™ (GMAT), and Medical College Admission Test® (MCAT) preparation; general foreign languages; disposal of hazardous waste; patient privacy/rights or abuse of patients; cardiopulmonary resuscitation (CPR); First Aid; Health Insurance Portability and Accountability Act (HIPAA); and Family Educational Rights and Privacy Act (FERPA).

(b) Categories of Other Acceptable Activities.

(1) Formal Academic Courses from an Occupational Therapy Program.

- (A) Completion of course work at or through an accredited college or university. No maximum. 3 contact hours for each credit hour of a course with a grade of A, B, C, or P (Pass). Examples: A 3 credit course counts for 9 contact hours and a 4 credit course counts for 12 contact hours. Documentation shall include a transcript from the accredited college or university. Documentation must include the name of the licensee, accredited college or university, and program and the titles, number of credit hours, and dates of the courses. When semesters are listed on the documentation instead of dates, it must be accompanied by documentation from the accredited college or university showing the dates of the semesters.

(B) Development of a course or courses at or through an accredited college or university may be counted for up to a maximum of 10 contact hours. Documentation shall include a letter from the Program Director that attests to the licensee's development of the course and includes the name of the school, academic program, and course and the name and signature of the Program Director, and an attestation by the licensee of the dates and duration of the development activities completed.

(2) Courses or Training Programs. CE credit may be earned for in-service educational programs, training programs, institutes, seminars, workshops, facility-based courses, internet-based courses, conference sessions, and home-study courses with specified learning objectives. Hour for hour credit on program content only, no maximum. Documentation shall include a certificate of completion, letter of verification, transcript, or sign-in/attendance sheet. Documentation must identify the licensee by name and include the date and title of the activity; the name of the authorized signer; either the signature of the authorized signer or the official seal, letterhead, or logo of the authorized signer if an area designated for a signature is not included; and the number of hours or contact hours awarded for the activity. When the documentation lists a unit of credit other than hours or contact hours, such as continuing education units (CEUs), professional development units (PDUs), or other units or credits, it must be accompanied by documentation from the continuing education provider noting the equivalence of the units or credits in terms of hours or contact hours.

(3) Development of Publications or Software, or Grant/Research Activities. Documentation shall include an attestation by the licensee of the dates and duration of the development or grant/research activities completed. For publications/software, documentation shall also include a copy of the actual publication/software or a letter of verification documenting acceptance for publication or distribution. For grant/research proposals, documentation shall also include the title page and receipt of proposal.

(A) Scholarly Works in Peer-Reviewed Journals.

(i) Primary or second author, up to a maximum of 15 contact hours.

(ii) Other author, consultant, reviewer, or editor, up to a maximum of 5 contact hours.

(B) Grant or Research Proposals Accepted for Consideration.

(i) Principal investigator or co-principal investigator, up to a maximum of 10 contact hours.

(ii) Consultant or reviewer, up to a maximum of 4 contact hours.

(C) Books.

- (i) Primary author or book editor, up to a maximum of 15 contact hours.
- (ii) Second or other author, up to a maximum of 7 contact hours.
- (iii) Consultant or reviewer, up to a maximum of 5 contact hours.

(D) Book Chapters or Monographs.

- (i) Primary author, up to a maximum of 7 contact hours.
- (ii) Second or other author, consultant, reviewer, or editor, up to a maximum of 2 contact hours.

(E) Author, Consultant, Reviewer, or Editor of other Practice Related Publications such as Newsletters, Blogs, and Trade Magazines. Up to a maximum of 2 contact hours.

(F) Developer of Practice Related or Instructional Software Designed to Advance the Professional Skills of Others (not for proprietary use). Up to a maximum of 15 contact hours.

(4) Presentations by Licensee. Documentation shall include verification of presentation and must identify the presenter by name and include the date, title, and number of hours of the presentation; the type of presentation (e.g., 2 hour poster, 3 hour workshop); the name of the authorized signer; and either the signature of the authorized signer or the official seal, letterhead, or logo of the authorized signer if an area designated for a signature is not included. Any presentation may be counted only once.

(A) Professional Presentations, e.g. in-services, workshops, institutes. Hour for hour credit. Up to a maximum of 10 contact hours.

(B) Community/Service Organization Presentations. Hour for hour credit. Up to a maximum of 10 contact hours.

(C) The development of professional presentations and community/service organization presentations may be counted toward the maximum credit available for the presentation type. Documentation shall include an attestation

by the licensee of the development activities completed, including the date and duration of each. The development of any presentation may be counted only once.

(5) Supervision of Students completing an Accredited Educational Program or Re-Entry Course. Up to a maximum of 10 contact hours may be earned for student supervision per renewal period.

(A) Fieldwork Level 1 and 2 Supervision.

(i) Supervision of Level 1 Fieldwork Students. Up to a maximum of .025 contact hours may be earned for each hour of supervision provided to a student. Examples: A licensee may earn up to a maximum of 1 contact hour for 40 hours or 2 contact hours for 80 hours of supervision provided to a student.

(ii) Supervision of Level 2 Fieldwork Students.

(I) Up to a maximum of .75 contact hours may be earned for each week of supervision provided to a student. Examples: A licensee may earn up to a maximum of 6 contact hours for 8 weeks or 9 contact hours for 12 weeks of supervision provided to a student.

(II) Licensees may divide credit for a fieldwork rotation with another supervisor based on the supervision provided by each.

(iii) Documentation shall include verification provided by the school and must identify the licensee by name and include the name of the student and school; level of fieldwork; dates of fieldwork, in addition to total hours for Level 1 students; the name of the authorized signer; and either the signature of the authorized signer or the official seal, letterhead, or logo of the authorized signer if an area designated for a signature is not included. Documentation for a licensee who divides a fieldwork rotation shall also include an attestation by the licensee of the dates of supervision.

(B) Student Project Supervision.

(i) Up to a maximum of .025 contact hours may be earned for each hour of supervision provided to a student completing a supervised project for the accredited educational program. Examples: A licensee may earn up to a maximum of 1 contact hour for 40 hours or 2 contact hours for 80 hours of supervision provided to a student.

(ii) Documentation shall include the following:

(I) verification provided by the school. The documentation must identify the licensee by name and include the name of the student, school, and academic program; dates of the semester for which the project was completed; the name of the authorized signer; and either the signature of the authorized signer or the official seal, letterhead, or logo of the authorized signer if an area designated for a signature is not included; and

(II) an attestation signed by the licensee and the student or school attesting to the dates and hours of supervision and the activities completed.

(C) Supervision of Students completing Fieldwork for a Re-Entry Course through an Accredited College or University.

(i) Up to a maximum of .75 contact hours may be earned for each week of supervision provided to a student. Examples: A licensee may earn up to a maximum of 3 contact hours for 4 weeks or 6 contact hours for 8 weeks of supervision provided to a student.

(ii) Licensees may divide credit for a fieldwork rotation with another supervisor based on the supervision provided by each.

(iii) Documentation shall include verification provided by the school and must identify the licensee by name and include the name of the student, school, and re-entry program; the dates and total hours of the fieldwork; the name of the authorized signer; and either the signature of the authorized signer or the official seal, letterhead, or logo of the authorized signer if an area designated for a signature is not included. Documentation for a licensee who divides a fieldwork rotation shall also include an attestation by the licensee of the dates of supervision.

(6) Mentorship.

(A) Participation as a mentor or mentee for the purpose of the development of occupational therapy skills by a mentee under the guidance of a mentor skilled in a particular occupational therapy area. Both the mentor and mentee must hold a regular OT or OTA license in a state or territory of the U.S.

(B) Documentation shall include a signed mentorship agreement between a mentor and mentee that outlines specific goals and objectives and designates the plan of activities that are to be met by the mentee; the names of both mentor and mentee and their license numbers and issuing states; an activity log that corresponds to the mentorship agreement and lists dates and hours spent on each objective-based activity; a final evaluation of the outcomes of the mentorship agreement completed by the mentor; and a final evaluation of the outcomes of the mentorship agreement completed by the mentee.

(C) Participation as a Mentee. 1 contact hour may be earned for each 3 hours spent on activities as a mentee directly related to the achievement of goals and objectives up to a maximum of 15 contact hours.

(D) Participation as Mentor. 1 contact hour may be earned for each 5 hours spent on activities as a mentor up to a maximum of 10 contact hours.

(7) Volunteer Activities for Published Outcomes. CE credit may be earned for participation in volunteer activities related to occupational therapy, including service on a committee, board, or commission of a state occupational therapy association, AOTA, or NBCOT, for the purpose of tangible, published outcomes, not for proprietary use, such as official documents, publications, and official reports. Up to a maximum of 10 contact hours. Documentation shall include an attestation by the licensee of the activities, including the date and duration of each, in addition to a copy of the actual publication or official document/report that reflects the licensee's name or verification from the entity attesting to the individual's contribution. A verification must include the name of the authorized signer and either the signature of the authorized signer or the official seal, letterhead, or logo of the authorized signer if an area designated for a signature is not included.

(8) NBCOT Navigator® Activities. CE credit may be earned for the completion of NBCOT Navigator activities. For such activities, 1 NBCOT CAU is the equivalent of 1 contact hour. No maximum. Documentation is a certificate of completion or letter of verification. Documentation must identify the licensee by name and include the date and title of the activity; the name of the authorized signer; either the signature of the authorized signer or the official seal, letterhead, or logo of the authorized signer if an area designated for a signature is not included; and the number of hours, contact hours, or CAUs awarded for the activity. When the documentation lists a unit of credit other than hours, contact hours, or CAUs, such as continuing education units (CEUs), professional development units (PDUs), or other units or credits, it must be accompanied by documentation from NBCOT noting the equivalence of the units or credits in terms of hours or contact hours. Self-reflections and self-assessments, reading list and research portal activities, professional development plans, or similar activities are not eligible for CE credit.

(9) Independent Studies. Up to a maximum of 10 contact hours may be earned for the completion of independent studies of published materials. Hour for hour credit on the completion of objective-based activities comprised of the listening to or the reading or viewing of materials. Documentation shall include a study plan outlining the specific goals and objectives of the study and an activity log corresponding to such with the dates and hours spent on each objective-based activity; the titles, publication dates, and media types (ex: journal article, book, video) of the materials; a synopsis of the materials and their implications for occupational therapy; and a final evaluation of the outcomes of the study.

(10) Any deviation from the continuing education categories will be reviewed on a case by case basis by the Coordinator of Occupational Therapy or by the Continuing Education Committee. A request for special consideration must be submitted in writing a minimum of 60, though no more than 270, days prior to expiration of the license.

§367.3. Continuing Education Audit.

(a) The Board shall select for audit a random sample of licensees. The audit will cover a period for which the licensee has already completed the continuing education requirement.

(b) Licensees randomly selected for the audit must provide to the Board appropriate documentation within 30 days of notification.

(c) The licensee is solely responsible for keeping accurate documentation of all continuing education requirements. Continuing education documentation must be maintained for auditing purposes for four years from the end of the expiration month of the corresponding renewal period or for a late renewal or a restoration, for four years from the end of the month when the late renewal or restoration was completed.

(d) Knowingly providing false information or failure to respond during the audit process or the renewal process is grounds for disciplinary action.

§367.4. Process for Selecting a Peer Organization to Evaluate and Approve Continuing Education Courses.

If the Board chooses to authorize a license holder peer organization in Texas to evaluate and approve continuing education courses:

- (1) The Board will conduct a request for proposals and bid process to select an organization, and
- (2) The Board will request bids and proposals at least once every four years.

Appendix B: Chapter 370, License Renewal, of the TBOTE rules

TEXAS ADMINISTRATIVE CODE: As in effect on 3/4/2026.

TITLE 40. SOCIAL SERVICES AND ASSISTANCE
PART 12. TEXAS BOARD OF OCCUPATIONAL THERAPY EXAMINERS
CHAPTER 370. LICENSE RENEWAL
§370.1. License Renewal.

(a) Licensee Renewal. Licensees are required to renew their licenses every two years by the end of their birth month. A licensee may not provide occupational therapy services without a current license. Licenses and license expiration dates should be verified on the Board's license verification web page.

(1) General Requirements. The renewal application is not complete until the Board receives all required items. The components required for license renewal are:

(A) a completed renewal application form as prescribed by the Board verifying completion of the required continuing education as per Chapter 367 of this title (relating to Continuing Education);

(B) the renewal fee and any late fees as set by the Executive Council that may be due;

(C) a passing score on the jurisprudence examination;

(D) the licensee's residential address, any business address, other mailing address, and email address; and

(E) a complete and legible set of fingerprints submitted in the manner prescribed by the Board for the purpose of obtaining criminal history record information from the Department of Public Safety and the Federal Bureau of Investigation. The licensee is not required to submit fingerprints under this section if the license holder has previously submitted fingerprints under:

(i) Chapter 364 of this title (relating to Requirements for Licensure) for the initial issuance of the license;

(ii) Chapter 370 of this title (relating to License Renewal) as part of a prior license renewal; or

(iii) Chapter 371 of this title (relating to Inactive and Retired Status) as part of a prior license renewal or change of license status.

(2) The licensee is responsible for ensuring that the license is renewed, whether receiving a renewal notice or not.

(3) The renewal process is not complete until the Board's license verification web page reflects that the license has been renewed by displaying the new renewal date.

(4) Renewal fees and late fees are non-refundable.

(5) Licensees electing to change their status or renewing a license on inactive or retired status must meet further requirements as per Chapter 371 of this title (relating to Inactive and Retired Status).

(6) Licensees renewing a license expired one year or more must meet further requirements as per §370.3 of this title (relating to Restoration of a Texas License).

(b) Restrictions to Renewal. The Board will not renew a license if it receives information from a child support agency that a licensee has failed to pay child support under a support order for six months or more as provided by Texas Family Code §232.0135. If all other renewal requirements have been met, the license will be renewed when the child support agency notifies the Board it may renew the license.

§370.2. Late Renewal.

(a) A renewal application is late if all the required renewal materials do not bear a postmark or electronic time-stamp showing a date prior to the expiration of the license.

(b) If the license has been expired for less than one year, the person may renew the license by completing all renewal requirements and submitting the renewal fee and the appropriate late fee.

(c) Military Service:

(1) A licensee will be exempt from late fees and penalty for failure to timely renew a license if the licensee establishes to the satisfaction of the Board that failure to renew the license in a timely manner was because the licensee was serving as a military service member.

(2) A licensee who is a military service member is entitled to two years of additional time after the expiration of the license to complete:

(A) any continuing education requirements; and

(B) any other requirements related to the renewal of the license.

(3) In this section, "military service member" has the meaning as defined in Chapter 55, Texas Occupations Code, §55.001.

§370.3. Restoration of a Texas License.

(a) Restoration of a license expired one year or more to a person with a current license or occupational therapy employment:

(1) The Board may restore a license to a person whose Texas license has been expired one year or more if the person:

(A) is currently licensed in another state or territory of the U.S. and that license has not been suspended, revoked, cancelled, surrendered or otherwise restricted for any reason; or

(B) if not currently licensed in another state or territory of the U.S., is applying from the U.S. military or a non-licensing state or territory of the U.S. and can substantiate occupational therapy employment for at least two years immediately preceding application for a Texas license.

(2) The person shall meet the following requirements:

(A) submit a completed restoration application form as prescribed by the Board;

(B) submit in paper or electronic form a current color photograph that meets the requirements for a U.S. passport. A photograph in electronic form must be of a high-quality resolution comparable to that of a passport photograph in paper form;

(C) submit documentation of the completion of training on human trafficking as described in Chapter 367 of this title (relating to Continuing Education);

(D) submit a verification of license if the Board cannot verify the applicant's history of licensure in occupational therapy, including disciplinary action. The verification must be an original verification sent directly to the Board by the licensing board of the state or territory. Disciplinary action must be reported to the Board. If the applicant is not currently licensed in a state or territory of the U.S. and is applying from the U.S. military or a non-licensing state or territory of the U.S., a completed verification of employment form as prescribed by the Board must be submitted substantiating occupational therapy employment for at least two years immediately preceding application for a Texas license;

(E) pass the jurisprudence examination;

(F) pay the restoration fee; and

(G) submit a complete and legible set of fingerprints in the manner prescribed by the Board for the purpose of obtaining criminal history record information from the Department of Public Safety and the Federal Bureau of Investigation. The licensee is not required to submit fingerprints under this section if the license holder has previously submitted fingerprints under:

(i) Chapter 364 of this title (relating to Requirements for Licensure) for the initial issuance of the license;

(ii) Chapter 370 of this title (relating to License Renewal) as part of a prior license renewal; or

(iii) Chapter 371 of this title (relating to Inactive and Retired Status) as part of a prior license renewal or change of license status.

(b) Restoration of a license expired at least one year but less than two years to a person without a current license or occupational therapy employment:

(1) The Board may restore a license expired at least one year but less than two years to a person who was licensed in Texas and:

(A) is not currently licensed in another state or territory of the U.S.; or

(B) if not currently licensed in another state or territory of the U.S., is applying from the U.S. military or a non-licensing state or territory of the U.S. and cannot substantiate occupational therapy employment for at least two years immediately preceding application for a Texas license.

(2) The person shall meet the following requirements:

(A) submit a completed restoration application form as prescribed by the Board;

(B) submit in paper or electronic form a current color photograph that meets the requirements for a U.S. passport. A photograph in electronic form must be of a high-quality resolution comparable to that of a passport photograph in paper form;

(C) submit copies of the completed continuing education showing 36 hours of continuing education as per Chapter 367 of this title (relating to Continuing Education) that includes training on human trafficking as described in that chapter;

(D) submit a verification of license if the Board cannot verify the applicant's history of licensure in occupational therapy, including disciplinary action. The verification must be an original verification sent directly to the Board by the licensing board of the state or territory. Disciplinary action must be reported to the Board;

(E) pass the jurisprudence examination;

(F) pay the restoration fee; and

(G) submit a complete and legible set of fingerprints in the manner prescribed by the Board for the purpose of obtaining criminal history record information from the Department of Public Safety and the Federal Bureau of Investigation. The licensee is not required to submit fingerprints under this section if the license holder has previously submitted fingerprints under:

- (i) Chapter 364 of this title (relating to Requirements for Licensure) for the initial issuance of the license;
- (ii) Chapter 370 of this title (relating to License Renewal) as part of a prior license renewal; or
- (iii) Chapter 371 of this title (relating to Inactive and Retired Status) as part of a prior license renewal or change of license status.

(c) Restoration of a license expired two years or more to a person without a current license or occupational therapy employment:

(1) The Board may restore a license expired two years or more to a person who was licensed in Texas and:

(A) is not currently licensed in another state or territory of the U.S.; or

(B) if not currently licensed in another state or territory of the U.S., is applying from the U.S. military or a non-licensing state or territory of the U.S. and cannot substantiate occupational therapy employment for at least two years immediately preceding application for a Texas license.

(2) The person shall meet the following requirements:

(A) submit a completed restoration application form as prescribed by the Board;

(B) submit in paper or electronic form a current color photograph that meets the requirements for a U.S. passport. A photograph in electronic form must be of a high-quality resolution comparable to that of a passport photograph in paper form;

(C) submit documentation of the completion of training on human trafficking as described in Chapter 367 of this title (relating to Continuing Education);

(D) submit a verification of license if the Board cannot verify the applicant's history of licensure in occupational therapy, including disciplinary action. The verification must be an original verification sent directly to the Board by the licensing board of the state or territory. Disciplinary action must be reported to the Board;

(E) pass the jurisprudence examination;

(F) pay the restoration fee;

(G) submit a complete and legible set of fingerprints in the manner prescribed by the Board for the purpose of obtaining criminal history record information from the Department of Public Safety and the Federal Bureau of Investigation. The licensee is not required to submit fingerprints under this section if the license holder has previously submitted fingerprints under:

(i) Chapter 364 of this title (relating to Requirements for Licensure) for the initial issuance of the license;

(ii) Chapter 370 of this title (relating to License Renewal) as part of a prior license renewal; or

(iii) Chapter 371 of this title (relating to Inactive and Retired Status) as part of a prior license renewal or change of license status; and

(H) satisfy one of the following no more than two years prior to the submission of the application:

(i) complete a re-entry course through an accredited college or university and submit the certificate of completion or transcript to the Board;

(ii) obtain an advanced or post-professional occupational therapy degree, with an official transcript sent to the Board; or

(iii) take and pass the NBCOT examination for licensure purposes only (after requesting Board approval to take the examination) and have the passing score reported to the Board directly by NBCOT.

(d) Military service members, military veterans, and military spouses.

(1) Fee waiver. The Board shall waive the restoration fee for a military service member, military veteran, or military spouse.

(2) Expedited services.

(A) With regard to a military service member, military veteran, or military spouse who within the five years preceding the application date held the license in this state, the Board shall promptly, not later than the 10th business day after the date the individual submits an application for restoration:

(i) process the application; and

(ii) restore the license to an individual who has met requirements for restoration.

(B) The Board shall maintain a record of each complaint made against a military service member, military veteran, or military spouse whose license is restored under paragraph (2) of this subsection and publish at least quarterly on its website the information maintained under this subparagraph, including a general description of the disposition of each complaint.

(3) In order to request services under this subsection, the military service member, military veteran, or military spouse must, in a manner prescribed by the Board, identify the services requested, notify the Board of the individual's military affiliation, and submit a copy of the Uniformed Services Military ID card or other appropriate official documentation evidencing current or former military affiliation.

(4) In this subsection, "military service member," "military veteran," and "military spouse" have the meaning as defined in Chapter 55, Texas Occupations Code, §55.001.

(e) The licensee whose license has been restored shall refer to Chapter 369 of this title for provisions regarding verification of current licensure.

(f) The restoration fee as set by the Executive Council is nonrefundable.

(g) Restoration requirements must be met within one year of the Board's receipt of the application. Restoration requirements are based on the length of time the license has been expired and whether the individual has a current license or occupational therapy employment as specified in this section at the time of the license's restoration.

§370.4. Administrative Suspension and Refusal to Renew a License.

The Executive Director, the Executive Director's designee, or the Director of Enforcement may administratively suspend or refuse to renew the license of a person who does not comply with the requirements of the Occupational Therapy Practice Act §454.217 (relating to Criminal History Record Information for License Issuance) and §454.255 (relating to Criminal History Record Information Requirement for License Renewal).

Appendix C: Chapter 371, Inactive and Retired Status, of the TBOTE rules

TEXAS ADMINISTRATIVE CODE: As in effect on 3/4/2026.

TITLE 40. SOCIAL SERVICES AND ASSISTANCE
PART 12. TEXAS BOARD OF OCCUPATIONAL THERAPY EXAMINERS
CHAPTER 371. INACTIVE AND RETIRED STATUS
§371.1. Inactive Status.

(a) Inactive status indicates the voluntary termination of the right to practice occupational therapy by a licensee in good standing with the Board. The Board may allow an individual who is not actively engaged in the practice of occupational therapy to put an active license on inactive status at the time of renewal. A licensee may remain on inactive status for no more than three consecutive renewal cycles or six consecutive years and may not represent oneself as an occupational therapist or occupational therapy assistant.

(b) A licensee on inactive status must renew every two years before the license expiration date.

(c) Required components to put a license on inactive status or renew a license on inactive status are:

(1) a completed application form as prescribed by the Board documenting completion of the required continuing education as described in Chapter 367 of this title (relating to Continuing Education);

(2) the inactive status fee and any late fees that may be due; and

(3) a passing score on the jurisprudence examination.

(d) Requirements for reinstatement to active status. A licensee on inactive status may request to return to active status at any time. The components required to return to active status are:

(1) a completed application form as prescribed by the Board;

(2) the active status renewal fee and any late fees that may be due;

(3) a passing score on the jurisprudence examination;

(4) proof of the required continuing education, if required; and

(5) a complete and legible set of fingerprints submitted in the manner prescribed by the Board for the purpose of obtaining criminal history record information from the Department of Public Safety and the Federal Bureau of Investigation. The licensee is not required to submit fingerprints under this section if the license holder has previously submitted fingerprints under:

(A) Chapter 364 of this title (relating to Requirements for Licensure) for the initial issuance of the license;

(B) Chapter 370 of this title (relating to License Renewal) as part of a prior license renewal; or

(C) Chapter 371 of this title (relating to Inactive and Retired Status) as part of a prior license renewal or change of license status.

(e) If the inactive status license has been expired one year or more, in order to return to active status, the individual must follow the procedures to restore the license according to §370.3 of this title (relating to Restoration of a Texas License).

(f) The inactive status fees and any late fees as set by the Executive Council are nonrefundable.

(g) Licensees on inactive status are subject to the audit of continuing education as described in §367.3 of this title (relating to Continuing Education Audit).

§371.2. Retired Status.

(a) The Retired Status is available for an occupational therapy practitioner whose only practice is the provision of voluntary charity care without monetary compensation.

(1) "Voluntary charity care" means occupational therapy services provided as a volunteer with no compensation.

(2) "Compensation" means direct or indirect payment of anything of monetary value.

(3) The designation used by the retired status licensee is Occupational Therapist Registered, Retired (OTR, Ret) or Occupational Therapist, Retired (OT, Ret), or Certified Occupational Therapy Assistant, Retired (COTA, Ret) or Occupational Therapy Assistant, Retired (OTA, Ret).

(b) To be eligible for retired status, a licensee must hold a current license on active or inactive status or an active or inactive status license that has been expired less than one year. The license may only be put on retired status at the time of renewal.

(c) A licensee on retired status must renew every two years before the license expiration date.

(d) Requirements to put a license on retired status or renew a license on retired status are:

(1) a completed application form as prescribed by the Board;

(2) a passing score on the jurisprudence examination;

(3) completion of 6 hours of continuing education as described in Chapter 367 of this title (relating to Continuing Education) that includes training on human trafficking as described in that chapter;

(4) the retired status fee and any late fees that may be due; and

(5) a complete and legible set of fingerprints submitted in the manner prescribed by the Board for the purpose of obtaining criminal history record information from the Department of Public Safety and the Federal Bureau of Investigation. The licensee is not required to submit fingerprints under this section if the license holder has previously submitted fingerprints under:

(A) Chapter 364 of this title (relating to Requirements for Licensure) for the initial issuance of the license;

(B) Chapter 370 of this title (relating to License Renewal) as part of a prior license renewal; or

(C) Chapter 371 of this title (relating to Inactive and Retired Status) as part of a prior license renewal or change of license status.

(e) Requirements for return to active status. A licensee who has been on retired status less than one year must submit a completed application form as prescribed by the Board, the active status renewal fee and the late fee as described in §370.1 of this title (relating to License Renewal), and 18 additional hours of continuing education as described in Chapter 367 of this title (relating to Continuing Education). A licensee who has been on retired status for one year or more must follow the procedures for §370.3 of this title (relating to Restoration of Texas License).

(f) The occupational therapy practitioner may continue to renew the retired status license indefinitely.

(g) Licensees on retired status are subject to the audit of continuing education as described in §367.3 of this title (relating to Continuing Education Audit).

(h) A retired occupational therapy practitioner is subject to disciplinary action under the Occupational Therapy Practice Act.

(i) The retired status fees and any late fees as set by the Executive Council are nonrefundable.

Appendix D: Sec. 454.254 of the Occupational Therapy Practice Act (Texas Occupations Code Chapter 454)

Sec. 454.254. MANDATORY CONTINUING EDUCATION. (a) The board by rule shall:

- (1) assess the continuing education needs of license holders;
- (2) establish a minimum number of hours of continuing education required to renew a license; and
- (3) develop a process to evaluate and approve continuing education courses.

(b) The board may require license holders to attend continuing education courses specified by the board. The board shall adopt a procedure to assess a license holder's participation in continuing education programs.

(c) The board shall identify the key factors for the competent performance by a license holder of the license holder's professional duties.

(d) In adopting rules under Subsection (a)(3), the board may authorize license holder peer organizations in this state to evaluate and approve continuing education courses in accordance with the board's evaluation and approval process.

(e) The board by rule shall establish a process for selecting a license holder peer organization in this state to evaluate and approve continuing education courses under Subsection (d). The selection process must include a request for proposal and bidding process. If the board authorizes a peer organization to evaluate and approve continuing education courses under Subsection (d), the board shall request bids and proposals from that organization and other organizations at least once every four years.