# VR-SFP Chapter 3: Basic Standards

The following sections in the VR-SFP have been revised. These requirements go into effect on January 15, 2020.

## 3.3 Contractors Standards–All Contract Types

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### 3.3.3 Conflict of Interest

Contractors and potential contractors must not offer, give, or agree to give TWC staff anything of value.

Anything of value includes prepared foods, gift baskets, promotional items, awards, gift cards, meals, or promises of future employment.

If a violation occurs, corrective action is required and may include contract termination or disqualification from receiving a future contract with TWC.

Real or apparent conflicts of interest might occur when a former VR employee becomes an employee or a subcontractor of a TWC contractor.

A contractor must not:

* hire, contract with, or accept as a volunteer any current employees of TWC, VR, or ILS-OIB;
* hire, contract with, or accept as a volunteer any former employees of TWC, VR, or ILS-OIB earlier than 12 months after the separation date, if the former employee will provide contracted services as defined in the VR-SFP manual and/or [Texas Government Code §572.069](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.572.htm#572.069); or
* knowingly request or obtain confidential information from a state employee for the benefit of the contractor, personally or professionally.

The scenarios above do not make up a complete list of real or apparent conflicts of interest. Failure to disclose a conflict of interest can result in contract termination, disqualification from receiving a future contract, and/or recoupment of payments.

Each contractor must have a current [VR3444, Conflict of Interest Certification](https://twc.texas.gov/forms/index.html), on file with their contract manager and regional program specialist.

#### 3.3.3.1 Texas Workforce Solutions–VR Customer Providing Services to other Texas Workforce Solutions–VR Customers

A customer is acting in a dual role when the Texas Workforce Solutions–VR (TWS-VR) customer’s IPE supports the customer:

* obtaining employment from an existing contractor to provide services to other TWS-VR customers; or
* becoming a TWC-VR contractor to provide services to TWS-VR customers.

When the TWS-VR customer is in a dual role, for a period of 12 months following the closure of his or her case, the customer:

* is prohibited from providing services to any customer who is assigned to the customer’s same TWS-VR counselor; and/or
* may not receive service authorizations from the office to which the customer’s VR counselor is assigned.

An exception may be granted when a VR3472, Contracted Service Modification Request, is approved for any of the following reasons:

* The customer lives in a rural or other area where no other providers are available to serve the customer(s);
* The contractor has a skill or capability that no other available and accessible provider has. For example, in situations where a customer is not proficient in English, the contractor speaks the customer's language as well as English.

### 3.3.4 Confidentiality

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## 3.8 Goods and Services Purchased

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### 3.8.3 Invoices

#### 3.8.3.1 Timely Submission of Invoices for Payment

By accepting the service authorization, the vendor agrees to send an invoice to TWC for payment.

All invoices must contain all required elements, as listed in 3.8.2 Service Authorization.

Billings for medically related purchases (e.g., durable medical equipment-DME, hearing aids, services included in Chapter 21: Employment Supports for Brain Injury) may be supported by ReHabWorks system-generated billing cover sheet for the relevant service authorization.

Non-medical billings must be invoiced on the vendor/contractor’s paperwork and may not use the ReHabWorks system-generated billing cover sheet.

#### 3.8.3.2 Required Elements of an Invoice Submitted to TWC-VR

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