

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-17-0306-00001
UNDER THE
HOSPITAL PREPAREDNESS PROGRAM (HPP)
GRANT PROGRAM**

I. PURPOSE

The Department of State Health Services (“System Agency”), a pass through entity, and Panhandle Regional Advisory Council (“Grantee”) each a “Party” and collectively the “Parties” enter into the following grant contract to provide funding for the Hospital Preparedness Program (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Health and Safety Code Chapters 12 and 1001; Texas Government Code Chapter 531, subchapter D; and Section 319C-2 of the Public Health Services (PHS) Act (42 U.S.C. § 247d-3b), as amended.

III. DURATION

The Contract is effective on **July 1, 2017** and terminates on **June 30, 2018**, unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may renew this contract for four (4) additional one-year terms (otherwise referred herein as "Budget Periods") subject to terms and conditions mutually agreeable to both Parties.

IV. BUDGET

The total amount of this Contract shall not exceed **FIVE HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED NINETY-ONE DOLLARS (\$587,391.00)** in federal grant funds. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET SUMMARY**.

Funding for this Contract is dependent on State Appropriations and securing Federal Grant funds. No work may begin and no charges may be incurred until the System Agency issues a written notice to proceed to Grantee. This Notice to Proceed may include an Amended or Ratified Budget which will be incorporated into this Contract by a subsequent Amendment, as necessary.

V. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Department of State Health Services
P.O. Box 149347 MC 1990
Austin, Texas 78714-9347
Attention: Norma Six
Norma.Six@DSHS.Texas.gov

Grantee

Panhandle Regional Advisory Council
6707 Wolfen, Suite 100
Amarillo, Texas 79106
Attention: Justin Boyd
Justin.Boyd@Panhandlerac.com

VI. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee

Panhandle Regional Advisory Council
6707 Wolfen, Suite 100
Amarillo, Texas 79106
Attention: Keith (PJ) Lemons
PJ.Lemons@Panhandlerac.com

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. ADDITIONAL GRANT INFORMATION

Federal Award Identification Number (FAIN): CDC-RFA-TP17-1701
Federal Award Date: July 1, 2017

Name of Federal Awarding Agency: Office of the Assistant Secretary for Preparedness and Response (ASPR) and Centers for Disease Control and Prevention (CDC)/Agency for Toxic Substance and Disease Registry (ATSDR)

CFDA Name and Number: 93.074

Awarding Official Contact Information: Assistant Secretary for Preparedness and Response; 200 C Street, SW; Washington, D.C. 20201

DUNS: 130065506

VIII. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 537-17-0306-00001

DEPARTMENT OF STATE HEALTH SERVICES

**PANHANDLE REGIONAL ADVISORY
COUNCIL**



Charles Smith
Executive Commissioner
Health and Human Services Commission

Date of execution: 6-6-2017



Name: Keith "PJ" LEMONS

Title: Executive Director

Date of execution: 05.30.2017

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-17-0306-00001 ARE HEREBY INCORPORATED BY REFERENCE:

- ATTACHMENT A - STATEMENT OF WORK**
- ATTACHMENT B - BUDGET SUMMARY**
- ATTACHMENT C - UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT D - SUPPLEMENTAL & SPECIAL CONDITIONS**
- ATTACHMENT E - FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT F - FFATA**
- ATTACHMENT G - SYSTEM AGENCY SOLICITATION NO. 537-7-0131**
- ATTACHMENT H - GRANTEE'S SOLICITATION RESPONSE**
- ATTACHMENT I - GRANTEE'S SOLICITATION RESPONSE REVISED DOCUMENTS**

**ATTACHMENT A
STATEMENT OF WORK**

ATTACHMENT A STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES & REQUIREMENTS

Grantee will:

A. General Responsibilities:

1. In its lead role as the regional Hospital Preparedness Program (HPP) Healthcare Coalition (HCC) and Emergency Medical Task Force (EMTF) organization for the System Agency, work to enhance the ability of hospitals and healthcare systems to prepare for health and medical emergencies and disasters with a primary focus on HCC building, regional healthcare system preparedness, and EMTF component development.
2. Perform activities in the following two (2) trauma service area (TSA) regions (hereinafter the "TSA Region"), which together comprise the EMTF-1 region:
 - a. TSA-A which includes the following counties: Dallam, Sherman, Hansford, Ochiltree, Lipscomb, Hartley, Moore, Hutchinson, Roberts, Hemphill, Oldham, Potter, Carson, Gray, Wheeler, Deaf Smith, Randall, Armstrong, Donley, Collingsworth, Parmer, Swisher, Briscoe, Hall, and Childress Counties; and
 - b. TSA-B which includes the following counties: Castro, Bailey, Lamb, Hale, Floyd, Motley, Cottle, Cochran, Hockley, Lubbock, Crosby, Dickens King, Yoakum, Terry, Lynn, Garza, Kent, Gaines, Dawson, Borden, and Scurry County.
3. Prioritize activities and allocate funds for the HPP in the TSA Region based on:
 - a. An evaluation of the most recent TSA Regional Hazard Vulnerability Assessment (HVA), to be completed on annual basis; and
 - b. The HPP HCC Capability Planning Guide (CPG) and the 2017-2022 Health Care Preparedness and Response Capabilities located at <https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>.
4. Enhance the ability of participating healthcare coalition members to improve surge capacity and enhance community preparedness for health and medical emergencies by conducting activities at the local/regional level related to the 2017-2022 Health Care Preparedness and Response Capabilities.
5. Build alternate care capacity with an acute medical care focus that could be deployed during a large mass-casualty event, significant regional event or incident, statewide disaster, a pandemic response, or any other event that requires surge capacity and capability to augment the local or regional response by the healthcare delivery system, which may include but is not limited to:
 - a. Emergency medical transport;
 - b. Hospital surge staffing; and
 - c. Mobile medical units.

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6. Require its staff to attend HPP and joint HPP/Public Health Emergency Preparedness (PHEP) meetings and trainings in their entirety, as directed by the System Agency. Grantee will review travel requests from subrecipients that will be funded with HPP funds and only authorize the use of HPP funds for travel that is associated with meeting the Health Care Preparedness and Response Capabilities. Grantee may request assistance from System Agency to determine if a travel request meets the Capabilities. All out of state travel funded with HPP funds must be pre-approved in writing by System Agency.
7. Make available EMResource and/or WebEOC and National Incident Management System (NIMS) training to all HCC members at least quarterly. Grantee will make documentation of training available for System Agency review upon request.
8. Provide EMResource and/or WebEOC training and technical assistance to health care facilities within the Grantee's TSA Region
9. Assist health care facilities in the Grantee's assigned TSA Region with accounts and view options in EMResource and/or WebEOC and provide training.
10. Renew subrecipient agreements with HCC members within Budget Period ("BP") 1 (July 1, 2017 to June 30, 2018) and submit to System Agency a status report of progress. If Grantee is purchasing equipment and/or supplies for HCC members, Grantee will not deliver or transfer items to the HCC members until a subrecipient agreement has been executed.
11. Ensure subrecipient costs associated with this Contract are allowable and that subcontractor/subrecipient expenditures are approved and in compliance with grant and System Agency guidelines. Grantee may request assistance from System Agency to determine if an expenditure meets the Capabilities.
12. Oversee the program performance of its subrecipients and conduct ongoing monitoring of subrecipients' fiscal and programmatic performance.
13. Establish an inventory system, in the format requested by System Agency, to monitor all HPP funded equipment and supplies held by Grantee and its subrecipients, including participating HCC members. The Grantee's subrecipients must also have a property control system to maintain an inventory of HPP funded equipment and supplies and as long as the subrecipient can provide Grantee an HPP inventory list when requested, they may utilize their own system. If Grantee's subrecipient does not have an existing property control system or inventory system in place, the subrecipient will be required to adopt a system established or provided by Grantee. When requested, Grantee will be required to provide System Agency an inventory, by TSA Region, of all HPP funded equipment and supplies, including but not limited to, description, quantity, model, serial number/unique identifier (if applicable),

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location, and the responsible party/entity that the equipment and supplies are assigned to or in custody of.

14. Not transfer custody or reassign storage of HPP-funded equipment caches and mobile/deployable resources outside of the designated TSA Region without written pre-approval by System Agency. The pre-approval requirement does not apply to HPP resources deployed in response to an emergency incident or event.
15. Collaborate as requested by the local or regional health departments to complete the local PHEP jurisdiction risk assessment.
16. Communicate with the System Agency HSR Regional Medical Director or their designee to discuss the ongoing status of the HPP activities in order to ensure that the Regional Medical Director has a situational awareness of ongoing hospital preparedness activities within the HSR. The frequency of the HSR and HPP Contractor communications will be determined by mutual agreement between the Regional Medical Director and the HPP Contractor Executive Director, or comparable.
17. Coordinate activities and healthcare systems preparedness response plans within the TSA Region with other response partners, as part of the regional HPP Healthcare Coalition development as outlined in Health Care Preparedness and Response Capability 1: Foundation for Health Care and Medical Readiness.
18. Conduct at least bi-monthly local/regional HPP HCC meetings in each assigned TSA region and provide administrative support, which includes but is not limited to meeting notes/minutes, agendas, and hosting a website. Grantee will make documentation of meetings available to System Agency for review upon request.
19. Represent the HPP HCC at multi-jurisdictional planning meetings addressing medical service issues.
20. Enhance and upgrade emergency operations plans based on exercise evaluation and improvement plans (including those from previous budget periods).
21. Ensure that all HCC Members participate in at least one regional or statewide Homeland Security Exercise and Evaluation Program (HSEEP) compliant functional or full-scale exercise and test/validate all four of the Health Care Preparedness and Response Capabilities by June 30, 2022. It may be necessary for the HCC to conduct multiple functional or full-scale exercises in order to meet this requirement. Every exercise that is conducted must meet the requirements outlined in the HPP BP 1 Awardee Training and Exercise Requirement Checklist (see FFY17/SFY18 ASPR/CDC cooperative agreement). Additional guidance related to exercise requirements will be provided at a later date.

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22. Provide salary reimbursement for exercise participation to HCC members, not individuals. Backfill is not allowed.
23. Ensure that HCC members and sub-contractors/sub-recipients comply with The U.S. Department of Homeland Security's Project 25 Compliance Assessment Program (P25-CAP), as amended, when purchasing communications equipment, which must interoperate and meet performance measures outlined in the P25 standards and the Texas Statewide Communications Interoperability Plan.
24. Ensure HCCs and their members equip, train, and provide resources necessary to protect responders, employees, and their families from hazards during response and recovery operations. Any HCC or HCC member purchasing personal protective equipment (PPE) with HPP funds must consider and document acquisition, storage, rotation, use, and disposal decisions.
25. Notify System Agency in advance of Grantee's plans to participate in or conduct local or regional exercises that will be fully or partially funded with HPP funds or other state and federal funds, conducted to address HPP requirements, or using resources that are funded with HPP funds (equipment, staff, etc.). Notification shall be made by submitting a "Notification of Exercise" form in accordance with the exercise guidance provided by the Health Emergency Preparedness and Response Section (HEPRS) Exercise Team. Grantee will participate in exercises planned by System Agency or other state and federal agencies, as needed to assess the health and medical response capacity and capability of the regional HPP.
26. Cooperate with System Agency to coordinate planning, training and exercises with System Agency Health Service Region (HSR), Local Health Department (LHD), the Texas Division of Emergency Management (TDEM), and other agencies at the discretion of System Agency, to ensure consistency and coordination of requirements at the local and regional level and to eliminate duplication of effort between the various state and federally funded programs.
27. Ensure HPP-funded exercises are in compliance with the System Agency Exercise Guidance and the FFY17/SFY18 ASPR/Center for Disease Control and Prevention (CDC) cooperative agreement exercise requirements.
28. Ensure that HPP funds are only to be used for exercises that include a minimum of two acute care hospitals and other response partners.
29. Comply with the reporting requirements in the most recent Deliverables Reporting Calendar, which will be emailed to Grantee no later than thirty (30) days from the start of the Contract term and is incorporated herein by reference and made a part of this Contract. The Deliverables Reporting Calendar will include deadlines for all deliverables described herein, as well as submission instructions. Failure to comply with submission instructions may result in System Agency implementing a payment

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hold or taking such other remedy authorized under this Contract. All reports must be submitted to System Agency or its designee by 3pm Central Standard Time and in the specified format. Reports submitted in PDF format will not be accepted. If no format is specified, Grantee must submit the information in a word document attached to an email to System Agency.

30. Submit After Action Reports/Improvement Plans (AAR/IP) for exercises conducted to fulfill HPP programmatic requirements or using resources funded with HPP funds, and those exercises sponsored by System Agency or other state or federal agencies in which the Grantee and/or Coalition members participate, within sixty (60) days of exercise completion.
31. Serve as the regional administrator for HPP-related systems and report hospital available beds to System Agency according to the categories provided by System Agency. Grantee will maintain a current operational bed tracking, accountability and availability system.
32. Provide situational awareness data, including data on bed availability, to ASPR and CDC during emergency response operations and at other times, as requested by System Agency, and within designated timeframes. Grantee will participate in current and future federal health care situational awareness initiatives for the duration of the five-year project period.
33. Use reporting systems designated by System Agency to report available hospital beds to System Agency, the State Medical Operations Center (SMOC), and to ASPR. Grantee will report required data electronically and sustain the capability to report hospital-level information in real time. HPP funds may not be used to purchase or enhance data collection or resource tracking systems that duplicate or perform functions similar to current state-funded or sponsored systems.
34. Have the option to use HPP funds to provide training for HCC Members on the use of the Texas Disaster Volunteer Registry (TDVR) if the HCC member is interested in using the TDVR to recruit, credential, notify, deploy, and demobilize volunteers for the health and medical emergency or disaster.
35. Ensure all plans, policies, procedures, and schedules required under this Section will be made available on a timely basis for a desk or fiscal review.
36. Establish reimbursement, accounting, and financial management systems and prepare routine financial data and reports as required by System Agency.
37. Submit Monthly Supporting Documentation that reports expenditures by individual allocations (i.e. EMTF and TSA Regions, etc.) separately. Monthly expenditures should be broken down by each budget category, the activities conducted, and administrative costs incurred. Reporting must include a breakdown of direct and

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indirect salary costs by position and by month. The Monthly Supporting Documentation also tracks expenditures by HPP Health Care Preparedness and Response Capabilities as required for the HPP end-of-year (EOY) report. Both the monthly categorical expenditures and the capability breakdown must be included in the Monthly Supporting Documentation. If documentation is incomplete, it may result in a delay in payment.

38. Cooperate with System Agency quality assurance (QA) activities in a timely manner, which includes but is not limited to:
 - a. Submitting data;
 - b. Participating in on-site studies or audits;
 - c. Responding to queries and complaints;
 - d. Participating in telephone conferences; and
 - e. Completing corrective action requirements to the satisfaction of System Agency.

39. Ensure that Grantee's procurement processes are consistent with processes required for Federal, State, and public funds, such as written policies and/or procedures, requests for proposals, multiple bids or quotes, cost/price analysis and the execution of written contracts or purchase orders.

40. Ensure that Grantee's Board of Director (BOD) members (if any) annually complete the System Agency on-line training at <https://www.youtube.com/watch?v=5PDjnMchkMA&feature=youtu.be>.

41. Submit a "Board Responsibilities Attestation Form," annually signed by all members that acknowledges their personal accountability for contract funds and affirmation that they viewed the System Agency on-line training prior to signing the attestation form. New Board Members must complete the on-line training, and submit a completed form within thirty (30) days of assuming office.

42. Submit the following documents upon request by System Agency:
 - a. Categorical budgets by allocation as well as by budget period;
 - b. Indirect costs spreadsheet;
 - c. Organizational chart;
 - d. Board of Directors list;
 - e. Job descriptions with salary ranges for all positions being charged to HPP and referenced in the categorical budget. Includes direct and indirect cost categories;
 - f. Signed Contractual staff agreements/contracts;
 - g. Procurement policy;
 - h. Travel policy;
 - i. Human Resources (HR)/hiring policy or equivalent;
 - j. Personnel/ Employee Handbook or equivalent;
 - k. Subcontractor monitoring plan;

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- l. Grantee address, phone number(s), website addresses;
- m. Grantee point of contact name(s), telephone number(s), and email addresses; and
- n. Two 24/7/365 emergency contact names and phone numbers. Grantee may not use an answering service for after-hours calls from System Agency. System Agency must be provided with direct contact information for appropriate after-hours contacts.

Grantee must notify System Agency of any changes to the above information within ten (10) days of such change.

43. Comply with all applicable federal and state laws, rules, regulations, standards, and guidelines, as amended, including, but not limited to, the following:
 - a. The ASPR/CDC HPP FFY 2017 Cooperative Agreement;
 - b. Health Care Preparedness and Response Capabilities, Office of the Assistant Secretary for Preparedness and Response, Hospital Preparedness Program or latest version located at <https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf> ;
 - c. National Response Framework located at: https://www.fema.gov/media-library-data/20130726-1914-25045-1246/final_national_response_framework_20130501.pdf;
 - d. State of Texas Emergency Management Plan, Annexes and Appendices;
 - e. Texas Homeland Security Strategic Plan located at: <https://www.preparingtexas.org/Resources/documents/Texas%20HS%20Strategic%20Plan%202015-2020.pdf> ;
 - f. Medical Surge Capacity and Capability (MSCC) A Management System for Integrating Medical and Health Resources During Large-Scale Emergencies, The CNA Corporation, September 2007 or latest version located at: <http://www.phe.gov/preparedness/planning/mscc/handbook/pages/default.aspx> ;
 - g. Occupational Safety and Health Administration (OSHA) Best Practices for Hospital-Based First Receivers of Victims from Mass Casualty Incidents involving the Release of Hazardous Substances. Located at http://www.osha.gov/dts/osta/bestpractices/html/hospital_firstreceivers.html ;
 - h. Current Texas Statewide Communications Interoperability Plan located at <http://www.txdps.state.tx.us/LawEnforcementSupport/communications/interop/txicc/scip.htm> ; and
 - i. Licensing Of Wholesale Distributors Of Prescription Drugs - Including Good Manufacturing Practices (25 Texas Administrative Code, §§229.419 – 229.430) <http://www.dshs.state.tx.us/dmd>.

B. Healthcare Coalition Requirements: Unless otherwise noted, the following activities must be conducted and reported for each individual TSA Region/HCC covered by Grantee:

1. Employ and assign at least one 100% full-time staff person to support each TSA Region and HCC within Grantee's EMTF region. Staff assigned to support a specific TSA

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Region will commit no less than 80% of their time to projects specific to that TSA. Grantee will maintain an office within each TSA Region for staff assigned to that TSA region to work from.

2. Submit updated lists of individuals who should have access to EMResource and WebEOC (at the Grantee level). Grantees will be responsible for managing users below the Grantee level.
3. Ensure active participation in the HCC from the following core members:
 - a. Hospitals (a minimum of two (2) acute care hospitals);
 - b. EMS (including inter-facility and other non-EMS patient transport systems);
 - c. Emergency management organizations; and
 - d. Public health agencies (PHEP recipients will be required to participate in coalitions).

Grantee should make effort to incorporate other organizations into the HCC membership, but the four core members must be included and should have a defined role in decision-making. The core members must be present at HCC meetings where the allocation of TSA HPP funds are discussed.

4. Develop and submit a list of technical assistance (TA) requirements/needs for the Grantee and the HCC. List may be by TSA Region or may be for Grantee in its entirety. After submission, Grantee will work with assigned HPP Liaison to develop a TA plan for BP1.
5. Provide a report on assuming management of HCCs for additional TSA regions. This report is only required of those Grantees who acquired additional TSA regions in BP1. Report should include:
 - a. Verified inventory of items on the GC-11 for those newly acquired TSAs;
 - b. A narrative describing any issues/challenges encountered in assuming management of the coalition in new areas; and
 - c. A description of any needed TA or other support.
6. In collaboration with the HCC and its members, define and implement a HCC governance structure and necessary processes to execute activities related to health care delivery system readiness and coordination. Additional guidance will be provided by System Agency HEPRS. Grantee must submit the HCC-approved governance structure to System Agency.
7. Develop a single Grantee Continuity of Operations Plan specific to Grantee's management and oversight of the Hospital Preparedness Program. System Agency HEPRS will provide additional guidance to Grantee as needed.
8. Coordinate with and support all Emergency Support Function (ESF-8) lead agencies, including local health departments and System Agency Health Service Regions, within the TSA region boundaries.

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- a. Coordination may take the form of ESF-8 lead agencies participating in coalition meetings and joint planning, training, and exercising activities. Submit documentation of coordination efforts quarterly; and
 - b. Grantee will support the Regional Health and Medical Operations Center(s) (RHMOOC) during a response. Grantee will support the RHMOOC(s) virtually or in-person, at the discretion of the RHMOOC Director(s). If Grantee's EMTF region overlaps with multiple HSRs, Grantee may be required to support more than one RHMOOC at a time.
9. Complete a hazard vulnerability analysis (HVA) to identify and plan for risks and submit the completed HVA to System Agency. System Agency HEPRS may provide a template or guidance about the required format. The regional HVAs will be used to inform state-level analyses of hazards and vulnerabilities, and should be made available to HCC member organizations to assist in the development of their facility-level HVAs.
- a. HVAs must be completed annually throughout the five-year project period; and
 - b. Grantee and HCC members should participate in development of Jurisdictional Risk Assessments (JRA) within their service areas.
10. Develop a HCC Preparedness Strategy to include, at a minimum, HCC core members. The final HCC Preparedness Strategy must be approved by all its core member organizations and all additional members must be given an opportunity to provide input into the Strategy. System Agency HEPRS will provide additional guidance to Grantee as needed. Grantee will be required to:
- a. Submit a draft strategy for review by System Agency HEPRS and the relevant Health Service Region Preparedness and Response Manager(s);
 - b. Revise the strategy based on System Agency feedback and submit a final strategy;
 - c. Submit documentation of HCC core and other members' participation in the strategy development and approval by the core membership of the final strategy; and
 - d. Submit documentation showing the final strategy was distributed to all member organizations.
- The HCC Preparedness Strategy will be reviewed and updated annually starting in BP2.
11. Conduct inclusive risk planning for the whole community, including for children; pregnant women; senior citizens; individuals with access and functional needs, including people with disabilities; individuals with pre-existing serious behavioral health conditions; and others with unique needs, throughout the five-year project period. Grantee must:
- a. Obtain de-identified data from the U.S. Department of Health and Human Services emPOWER map every six months to identify populations with unique health care needs, and submit documentation of effort twice-yearly;
 - b. Obtain data from the Social Vulnerability Index to estimate the populations with a higher likelihood of having access and functional needs for planning purposes at least once per year, and submit documentation of effort annually;
 - c. In addition, Grantee will submit biannual reports detailing efforts of the Grantee and HCC to:

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- i. Support public health agencies with situational awareness related to vulnerable populations;
 - ii. Support public health agencies in developing or augmenting existing response plans for these populations, especially mechanisms for family reunification;
 - iii. Identify potential health care delivery system support for these populations (pre and post-event) that can prevent stress on hospitals during an emergency;
 - iv. Assess needs and contribute to medical planning that may enable individuals to remain in their residences during certain emergencies. When not possible, coordinate with ESF-8 lead agency to support ESF-6 lead agency for planning for the inclusion of medical care at shelter sites; and
 - v. Coordinate with ESF-8 lead agency to assess medical transport needs for these populations.
12. Develop and maintain primary and redundant communications systems and platforms capable of sending Essential Elements of Information (EIs) by the end of BP1.
 - a. Each HCC must be able to demonstrate its ability to use these systems to effectively coordinate information during emergencies, planned events, and on a regular basis. HCC must complete a drill using the primary and redundant communications systems at least once every six (6) months. The biannual reports should include:
 - i. Details about efforts to train HCC members in use of the primary and redundant communications systems. Every effort should be made to ensure multiple employees from each HCC member organization must understand and have access to the HCCs information sharing platforms;
 - ii. Percent of HCC members that participate in the drill; and
 - iii. Response timeliness for the drill.Note that benchmarks for improvement will be based off first-year efforts, so it is important that the drill data is accurately reported so progress can be accurately tracked across the five-year project period.
13. Ensure HCC members, especially those representing health care organizations, public health agencies, and emergency management organizations, are included in evacuation, transportation, and relocation planning efforts and during exercises and real events.
 - a. Grantee will provide documentation of inclusion of those organizations in planning efforts, as well as participation and outcomes of any exercises or real events that required evacuation, transportation and/or relocation. Grantee should plan to sustain or further develop evacuation planning and response activities throughout the five-year project period; and
 - b. Grantee will conduct an exercise using the Coalition Surge Test, which is a low-notice exercise. Grantee may decide when to host the exercise within each TSA Region but it must be completed early enough each year to allow for submission of the AAR to System Agency within the contract year. Grantee should submit a Notice of Exercise to System Agency HEPRS for each Coalition Surge Test, and submit the completed AAR within Sixty (60) days of completion of the exercise.

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14. Submit an annual report on efforts to include healthcare executive participation in debriefs related to exercises, planned events, and real incidents, as well as executive participation in planning efforts. Additional guidance will be provided.
15. Complete and submit ASPR and System Agency-required reports and data requests by the deadlines provided, including those related to Ebola planning. This will include use of the ASPR-provided tool to self-assess progress toward meeting program requirements and the 2017-2022 Health Care Preparedness and Response Capabilities. This may also include reports related to NIMS Compliance, Alternate Care Sites (ACS), and other items previously captured in End-of-Year (EOY) and Mid-Year Reports.
16. Annually complete and submit Capability Planning Guides for the four 2017-2022 Health Care Preparedness and Response Capabilities.
17. Submit documentation of participation of Grantee staff or HCC members in jurisdictional and state-level infectious disease preparedness and response planning efforts. System Agency HEPRS will provide additional guidance about the activities that should be undertaken and documented.
18. Submit documentation of planning, training, and exercise efforts intended to prepare all member hospitals to receive, stabilize, and manage pediatric patients. It is highly recommended that Grantees engage the Emergency Medical Services for Children (EMSC) program in Texas as subject matter experts in their coalition planning efforts.
19. Submit documentation of coalition planning efforts to address emergency department and inpatient surge with the goal of ensuring immediate bed availability throughout the five-year project period. Additional guidance will be provided.
20. Complete the following activities prior to the conclusion of the five-year project period. In BP1, Grantee will conduct an assessment and gap analysis of these items. In subsequent years, Grantee will provide an annual report on progress in addressing the identified gaps.
 - a. Grantee must assist HCC members with developing the ability to rapidly alert and notify their employees, patients, and visitors of critical information during an emergency. Grantee and HCC must also develop processes and procedures to rapidly acquire and share clinical knowledge between health care providers and health care organizations during responses;
 - b. Grantee, in collaboration with System Agency HEPRS, should provide public information officer training to those who are designated to act in that capacity during an emergency for HCC members and are in need of such training;
 - c. Grantee must conduct a supply chain integrity assessment covering HCC members to evaluate equipment and supply needs that will be in demand during emergencies and develop strategies to address potential shortfalls;

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- d. Grantee or HCC members purchasing pharmaceuticals and other medical materiel with HPP funds must consider and document strategies for the acquisition, storage, rotation with day-to-day supplies to diminish waste due to expiring supplies, use including policies relating to the activation and deployment of their stockpile, and disposal;
 - e. Grantee must document the HCC plan for implementing crisis standards of care, integrating EMS, hospital, public health, and emergency management policies related to situations in which the usual delivery of health care services is not possible due to disaster conditions. (No gap analysis or progress report on this item is due in BP1 due to the need for the System Agency to address ongoing issues and develop guidance.);
 - f. Grantee should work with HCC members to plan for the development of alternate care systems prior to the conclusion of the project period. This should include considerations such as:
 - i. Establishment of telemedicine or virtual medicine capabilities;
 - ii. Establishment of assessment or screening centers for early treatment;
 - iii. Provision of medical care at shelters; and
 - iv. Assisting with the selection and operation of alternate care sites.
 - g. Grantee should work to ensure HCC members are prepared to manage exposed or potentially exposed patients during a chemical or radiation emergency; and
 - h. HCCs must expand existing Ebola/Highly Contagious Infectious Disease (HCID) CONOPs plans to enhance preparedness and response for all infectious disease emergencies that stress the health care delivery system. HCCs must include HAI coordinators and quality improvement professionals at the health care facility and jurisdictional level in their activities.
21. Report annually on efforts to support HCC members in developing an understanding of the Strategic National Stockpile (SNS):
- a. Work with PHEP partners in region to educate HCC members about their jurisdictional SNS distribution plans;
 - b. HCC members should be engaged in the development, training, and exercising of SNS distribution plans; and
 - c. Grantee should collaborate with PHEP partners to assist HCC members with developing closed POD plans.
22. Submit an electronic cumulative inventory list by participating entity of all HPP-funded equipment and supplies held by each coalition member. The inventory list must include name/category, description, quantity, model, and serial number/unique identified (as applicable). System Agency HEPRS will provide a template.
23. Incorporate mass fatality response into an exercise prior to the conclusion of BP3. Additional guidance will be provided.

C. Emergency Medical Task Force (EMTF) Requirements:

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1. Employ a Coordinator for the EMTF region who is committed full-time to the EMTF program. EMTF Coordinator must maintain an office within the region they represent and support. EMTF Coordinator will serve as the primary point-of-contact for the EMTF State Coordinating Organization (SCO) and System Agency HEPRS for EMTF deliverables and deployments and must be available after-hours and on weekends. The EMTF Coordinator must provide current 24/7 contact information to the EMTF SCO and System Agency HEPRS, and notify both of changes as they are made.
2. Provide a progress report on and develop a plan for addressing gaps in rostering components listed below. Plan should include coordination/collaboration with adjacent regions, if necessary, to fulfill rostering requirements if unable to do so from within awarded EMTF region. Grantee will also provide a final report later on the resolution of the rostering gaps. The rostering components are as follows:
 - a. Roster five (5) Ambulance Strike Teams (ASTs). An AST is comprised of five (5) staffed ambulances and one (1) staffed command vehicle;
 - b. Roster and staff each AmBUS located in covered EMTF region(s);
 - c. Roster a minimum of five (5) Nurse Strike Teams (NSTs). A NST is a team of five (5) nurses and one (1) strike team leader;
 - d. Roster one (1) mobile medical unit (MMU), as directed by System Agency; and
 - e. Roster medical incident support team (MIST), ambulance staging managers (ASM), and Infectious Disease Response Unit (IDRU), as directed by System Agency.
3. Make available rosters and/or list of agreements which demonstrate that the roster requirements described herein have been fulfilled. Agreements should be made available for review and/or submission upon request by System Agency. Participating organizations must have an executed agreement in place in order to be eligible for reimbursement.
4. Each roster component of the EMTF program must participate in a functional or full-scale exercise (participation must be substantive part of exercise activities) at least once during the two-year period from July 1, 2017 – June 30, 2019. Grantee will submit biannual exercise status reports for all the covered EMTF components, which will include details about completed and planned exercises;
 - a. Grantee must submit a Notice of Exercise, After Action Review and associated Corrective Action/Improvement Plan for review and approval by System Agency in order to receive credit for exercise(s);
 - b. EMTF Components may be exercised individually or collectively, and may be exercised along with other HPP or other preparedness exercises, as long as the EMTF role in the exercise is substantive; and
 - c. In some cases additional funds may be made available to support the exercising of EMTF components as part of a larger state-level exercise.

ATTACHMENT A STATEMENT OF WORK

5. Conduct unannounced semi-annual call-down drills for each of the EMTF components. Submit results of drills to System Agency HEPRS and the EMTF SCO.
6. Participate in and successfully complete unannounced drills conducted by the SCO. Some drills may be outside of normal business hours. Drills may include:
 - a. Call-downs of regional EMTF coordinators;
 - b. Regional rostering drills; and
 - c. Mobile Satellite (MSAT) tests.
7. Participate in 100% and attend in-person at least 75% of EMTF strategic governance and EMTF operational governance and workgroup meetings and calls. Where possible the attendees should be the EMTF Coordinator or participating members of the EMTF components.
8. Establish and convene regional EMTF workgroup(s), to include multiple TSA region subject matter experts, as applicable. Provide biannual reports on the activities of the workgroups.
9. Update WebEOC boards to show response capability of the EMTF assets within the region at a frequency determined by System Agency HEPRS and the EMTF SCO. Grantee may be required to update the status at more frequent intervals during exercises or a response.
10. Provide training for each of the rostered teams and assets. Ensure training and exercising of EMTF components is in line with statewide standardization efforts and typing documents. Provide biannual reports on EMTF training activities and plans.
11. Contribute relevant regional information to the EMTF SCO and System Agency HEPRS for inclusion in the EMTF System Annual Report.
12. Maintain resources purchased with HPP funds or by System Agency (such as ventilators, bariatric wheelchairs and cots, and other supplies and equipment which are prepositioned with Grantee) in deployable condition. Grantee will make inventory lists available for review by System Agency HEPRS upon request. Grantee will utilize or make available these resources to support local and/or regional responses within EMTF region.
13. Develop a mutual aid plan for the EMTF region describing how and when the resources will be utilized for local response activities within the region separate from a state response and submit to System Agency for review and approval. System Agency will provide further detail about plan components.
14. Limit supply and equipment purchases to those items included on the standardized equipment/supply lists. If additional funding is available, other supplies or equipment

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may be purchased for EMTF that are not on the standardized lists, although prior written System Agency approval must be obtained.

15. Activate EMTF personnel and resources for state missions only at the request of the System Agency State Medical Operations Center (SMOC) Director, Incident Commander or his/her designees. This request may be relayed through the EMTF SCO. Activation may occur at any time, day, or night, including weekends and holidays. System Agency, via e-mail, will issue the mission task to the EMTF Coordinator (as the primary point of contact). The mission task form/deployment order must be signed and returned to System Agency in order for the Grantee to be activated for a state mission. The deployment letter will contain the scope of work details, payment methodology, and the deployment period. Upon written acceptance of deployment activation, the EMTF's response team/staff and resources must be enroute to the designated mission task site within twelve hours from the time they receive the official deployment notification from System Agency. If Grantee self-deploys without proper notification from System Agency, Grantee may not be eligible for reimbursement.
16. Participate in ongoing development of the IDRU and Texas Mortuary Operations Response Team (TMORT) concepts. Participation may include training and/or exercises.
17. Provide additional information/reports to DSHS HEPRS or the EMTF SCO, upon request. This may include short turn-around requests such as during an active response or during legislative session.

II. GRANTEE RESTRICTIONS

Grantee will **not**:

A. Use funds for/to:

1. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
 - b. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designated to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body; and
 - c. see Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC awardees (http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf);
2. Research;
3. Construction or major renovations;
4. Clinical care, defined as "directly managing the medical care and treatment of patients;"
5. Reimbursement of pre-award costs;

ATTACHMENT A STATEMENT OF WORK

6. Supplant existing state or federal funds for activities described in the budget;
7. Serve as a conduit for an award to another party or provider who is ineligible. The Grantee must perform a substantial role in carrying out project objectives;
8. Payment or reimbursement of backfilling costs for staff, including healthcare personnel for exercises;
9. Fund stand-alone, single-facility exercises;
10. Pay the salary of an individual at a rate in excess of \$96,000 per year;
11. Fund the salaries of their elected and/or appointed Board of Directors and Executive Board Members;
12. Purchase food or meals. The only exception to this restriction includes expenditures related to:
 - a. Staff travel costs that are allowed in the Grantee's travel policy and approved by System Agency; and/or
 - b. Training and/or exercise events if the event outcome is significantly impacted in a negative way due to the event being stopped so that participants can leave to get a meal. This exception requires System Agency written pre-approval for food or meals;
13. Purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatpants, or t-shirts;
14. Payment or reimbursement of mileage from staff residence to the staff member's routine duty station;
15. Employ individuals who also work for an organization that receives funds or benefits from the HPP;
16. Impose policies, procedures, or expenses upon Grantee's subrecipients that are supplemental to System Agency requirements which may create:
 - a. Barriers for services to be delivered to clients, and/or;
 - b. Undue burden upon the administrative, fiscal, and/or programmatic structures;
17. Require HCC members to pay a "membership fee" as a condition of receiving HPP funds, equipment, supplies, and/or services or as a requirement to be eligible for reimbursement for HPP related expenditures.

III. SCOPE OF WORK

Grantee will perform all activities in accordance with the terms of this Contract; Request for Applications (RFA) for Statewide Hospital Preparedness Program, System Agency Solicitation No. #537-7-0131, which is attached hereto as **Attachment G** and incorporated herein by reference; Grantee's Solicitation Response Revised Documents, which is attached hereto as **Attachment I** and incorporated herein by reference; and Grantee's response to the RFA including any revisions, which is attached hereto as **Attachment H** and incorporated herein by reference. In the event of a conflict, the following order of precedence shall prevail:

1. This Contract;
2. Attachment G, System Agency Solicitation No. 537-7-0131;
3. Attachment I, Grantee's Solicitation Response Revised Documents;
4. Attachment H, Grantee's Solicitation Response.

IV. PERFORMANCE MEASURES

ATTACHMENT A STATEMENT OF WORK

The System Agency will monitor the Grantee's performance of the requirements in this Attachment A and compliance with the Contract's terms and conditions.

V. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms.shtm>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442

EMAIL: invoices@dshs.texas.gov and HPP@dshs.texas.gov ,
Keri.Cain@dshs.texas.gov and your assigned Program Liaison.

- B. Grantee will be paid on a cost reimbursement basis as set forth in **Attachment B** Budget Summary.
- C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of unanticipated financial shortfalls, and if the HPP Grantee is not meeting the monthly spending percentages/deadlines as determined by System Agency. System Agency Contract Management Unit will monitor Grantee's expenditures on a monthly basis. If expenditures are below that projected in Grantee's total contract amount, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Positions that remain vacant after ninety (90) days may result in a decrease in funds and/or the elimination of the position.

**ATTACHMENT B
BUDGET SUMMARY**

ATTACHMENT B
BUDGET SUMMARY

Budget Allocations for Budget Period 1 (July 1, 2017 through June 30, 2018) Federal Grant Funds Requested				
Budget Categories	Trauma Service Area (TSA)-A	TSA-B	Emergency Medical Task Force (EMTF)-1	FY18 Budget Summary
Personnel	\$61,500.00	\$63,048.00	\$58,850.00	\$183,398.00
Fringe Benefits	\$8,856.00	\$9,079.00	\$8,474.00	\$26,409.00
Travel	\$21,650.00	\$10,850.00	\$18,540.00	\$51,040.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$84,101.00	\$105,441.00	\$19,525.00	\$209,067.00
Sum of Direct Costs	\$176,107.00	\$188,418.00	\$105,389.00	469,914.00
Indirect Costs	\$44,026.00	\$47,104.00	\$26,347.00	\$117,477.00
TOTAL	\$220,133.00	\$235,522.00	\$131,736.00	\$587,391.00

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GRANTEE UNIFORM TERMS & CONDITIONS

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HHSC Uniform Terms and Conditions Version 2.14
Published and Effective: March 1, 2017
Responsible Office: Chief Counsel



TEXAS
Health and Human Services

Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.14

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means the work product(s) required to be submitted to the System Agency including all reports and project documentation.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract, if any. May also be referred to as "Contractor" in certain attachments.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations

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that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation or "RFA"” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” or “Application” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

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Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

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the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee’s repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles, Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

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OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by HHSC Single Audit Services to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

4.03 Submission of Audit

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the System Agency as directed in this Contract and another copy to: single_audit_report@hhsc.state.tx.us

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning

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the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;

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- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required

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under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**

- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in

writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject

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matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and

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7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313

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TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

ATTACHMENT D
SUPPLEMENTAL & SPECIAL CONDITIONS

**ATTACHMENT D
SUPPLEMENTAL AND SPECIAL CONDITIONS**

SUPPLEMENTAL CONDITIONS

The Following Supplemental Conditions Apply To This Contract and Modify Attachment C, HHS Uniform Terms And Conditions:

A. **Section 2.08, Program Income**, is hereby amended to add the following:

Upon consultation with the System Agency, Grantee may establish and collect reasonable Hospital Preparedness Program (HPP) membership dues which will be considered program income (including for purposes of salary restrictions). Membership dues collected by the Grantee's organization for the purposes other than HPP will not be considered Program Income.

B. **Section 7.02, Access to Records, Books, and Documents**, is hereby amended to add the following:

Grantee will allow System Agency and Health and Human Services Commission to conduct on-site quality assurance and/or financial reviews of Contractor and participating healthcare coalition entities as deemed necessary by System Agency. Grantee will require access for System Agency and federal personnel for monitoring purposes in its agreements with the healthcare coalition entities. Grantee will comply with all System Agency monitoring staff documentation requests and onsite visits. Grantee will make available for review all documents related to the scope of work upon request by the System Agency monitoring and/or program staff. Grantee will assist System Agency monitoring and/or program staff during onsite monitoring visits and assist with the coordination of monitoring visits to the participating healthcare coalition entities within the TSA Region. Unsatisfactory review findings may result in implementation of Uniform Terms and Conditions Article VIII, Contract Management and Early Termination, Section 8.03, Termination for Cause.

C. **Section 8.01, Contract Management**, is hereby amended to add the following:

Grantee's failure to comply with the reporting requirements outlined in the Contract, will result in notification to the organization's board members and may result in a fund hold due to non-compliance as follows:

- 1) Upon the first instance of non-compliance, a hold status will be implemented for a period of ten (10) business days or until the Grantee successfully meets all of the reporting requirements, whichever time frame is greater.
- 2) Upon the second instance of non-compliance, a hold status will be implemented for a period of fifteen (15) business days or until the Grantee successfully meets all of the reporting requirements, whichever time frame is greater.
- 3) Upon a third instance of non-compliance, a hold status will be implemented for a period of fifteen (15) business days or until the Grantee successfully meets all of the reporting requirements, whichever time frame is greater, and the Grantee will be required to

**ATTACHMENT D
SUPPLEMENTAL AND SPECIAL CONDITIONS**

participate in a conference call with board representation, and the Grantee will sanctions including accelerated monitoring.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the contract;
- d. Date of suspension or termination; and
- e. Contract or case reference number.

SECTION 1.02 NOTICE OF BANKRUPTCY

Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:
 1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
 2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

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SUPPLEMENTAL AND SPECIAL CONDITIONS

SECTION 1.05 NOTICE OF IRS OR TWC INSOLVENCY

Grantee shall notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within five days of the date of becoming aware of such.

SECTION 1.06 DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

- a. Community evacuation;
- b. Health and medical assistance;
- c. Assessment of health and medical needs;
- d. Health surveillance;
- e. Medical care personnel;
- f. Health and medical equipment and supplies;
- g. Patient evacuation;
- h. In-hospital care and hospital facility status;
- i. Food, drug and medical device safety;
- j. Worker health and safety;
- k. Mental health and substance abuse;
- l. Public health information;
- m. Vector control and veterinary services; and
- n. Victim identification and mortuary services.

SECTION 1.07 RESPONSE ACTIVITIES

Grantee may not receive payment or reimbursement of costs for response activities when a state mission assignment has not been issued. State mission assignments will be issued when local and/or regional resources, including HPP/Emergency Medical Task Force (EMTF) Grantee resources, are not sufficient to meet the needs of the response. Furthermore, Grantee may not receive payment or reimbursement of costs for System Agency assets, held by the Grantee, that are deployed in a response outside of the costs associated with deploying and demobilizing the assets under a state mission assignment, and the costs of restoring the asset to deployable condition. Any System Agency assets lost or destroyed during deployment will be reported to System Agency.

SECTION 1.08 NOTICE OF A LICENSE ACTION

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the license action; and
- d. License or case reference number.

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SUPPLEMENTAL AND SPECIAL CONDITIONS**

SECTION 1.09 INTERIM EXTENSION AMENDMENT

- a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
- b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
 1. Continue provision of services in response to a disaster declared by the governor; or
 2. To ensure that services are provided to clients without interruption.
- c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
- e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

SECTION 1.10 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

- a. Applicability:

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

- b. Definitions:

“Accessibility Standards” means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

“Electronic and Information Resources” means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products,

**ATTACHMENT D
SUPPLEMENTAL AND SPECIAL CONDITIONS**

information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

“Electronic and Information Resources Accessibility Standards” means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

“Product” means information resources technology that is, or is related to EIR.

“Web Site Accessibility Standards/ Specifications” means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov’t Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring

1. The System Agency may review, test, evaluate and monitor Grantee’s Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State’s right to contest the Grantee’s assertion of compliance with the Accessibility Standards.
2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. Representations and Warranties

1. Grantee represents and warrants that:
 - i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
 - ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products

**ATTACHMENT D
SUPPLEMENTAL AND SPECIAL CONDITIONS**

will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
3. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.
4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. Remedies

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

SECTION 1.11 PAYMENT METHODS

Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total amount of the Contract funded by System Agency or a recurring monthly advance based on net outstanding obligations as calculated using the advance form of the Supporting Documentation for the term of the Contract.

In the event Grantee received a one-time advance in the first year of the Contract term and the Contract is amended to add future years funding, the Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the subsequent years funding total amount.

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SECTION 1.12 INDIRECT COSTS

Grantee will classify rent for general administration staff/personnel as an indirect cost. Rent for staff/personnel implementing the programmatic Hospital Preparedness Program activities may be classified as a direct cost. Costs associated with the storage or housing of HPP equipment, supplies, and/or caches may be classified as a direct cost.

Costs associated with maintenance, repairs, insurance, utilities, and depreciation on facilities may be classified as a direct cost when it is directly related to implementing healthcare preparedness capability activities. System Agency has final authority on what is considered a direct or indirect cost.

SECTION 1.13 ADMINISTRATIVE OVERSIGHT

Grantee will obtain written approval from System Agency prior to entering into a subcontract relationship for the HPP administrative/program implementation duties/functions of this Contract. Grantee is required to justify that a fair and competitive process was used in selecting subcontractors.

SECTION 1.14 EQUIPMENT AND SUPPLIES PURCHASES

Grantee and its subrecipients may initiate the purchase of equipment as defined herein, whether listed on the Equipment or Contractual page of the categorical budget, on or before May 1st of the applicable Budget Period, as documented by issue of a purchase order or written order confirmation from the vendor. In addition, all equipment and supplies must be received by Grantee or its subrecipients no later than forty-five (45) calendar days following the end of the Contract term. Failure to initiate the purchase of equipment on or before the aforementioned deadline may result in disallowed costs.

Equipment is defined as an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of \$5,000 or more, and “controlled assets.” Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more: desktop and laptop computers (including notebooks, tablets, and similar devices), non-portable printers, and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled assets must be listed on the annual GC-11 submitted to System Agency.

All medical equipment, medical supplies, prescription drugs, and over the counter drugs must be stored according to the manufacturer recommended temperatures.

SECTION 1.15 SUBRECIPIENT AGREEMENTS

A participating Healthcare Coalition Member is defined as a subrecipient subcontractor that has a signed and executed subrecipient agreement with Grantee in order to receive equipment, supplies, services, and/or reimbursement of HPP related expenditures for Health Care Preparedness and Response Capabilities.

If a pre-existing participating Healthcare Coalition Organization (HCO) does not have an up to date, signed, and executed subrecipient agreement with Grantee and they no longer wish to participate in HPP, the Healthcare Coalition Member may only retain title to the equipment and

**ATTACHMENT D
SUPPLEMENTAL AND SPECIAL CONDITIONS**

supplies purchased for Health Care Preparedness and Response Capabilities if the entity fulfills an active role in the local or regional emergency management system or response plan and they sign and execute a new subrecipient agreement with Grantee. The new subrecipient agreement will indicate that the HPP funded equipment will be maintained in a state of readiness and will be used for local/regional emergency response. The healthcare coalition entity will not receive any additional equipment, supplies, or funds from Grantee. Grantee must receive written approval from System Agency prior to executing a subrecipient agreement.

Subrecipient subcontractors that have an up to date subrecipient agreement in place with Grantee, may retain title of all HPP equipment and/or supplies for the duration of the contract term and therefore is custodian of equipment and/or supplies purchased under this Contract or any previous Contract requiring Hospital Preparedness participation and activities.

Grantee subrecipient subcontractors will maintain licensure and insurance on equipment assigned to them or in their custody for the duration of the equipment ownership. Disposition of equipment, supplies, and/or caches of a no longer participating healthcare coalition entity will be determined by Grantee with prior approval of System Agency.

SECTION 1.16 REDIRECTION OF FUNDS

Grantee must submit written requests and receive System Agency approval prior to purchasing services, equipment, and supplies for “place holder” line item that don’t specifically detail what is to be purchased.

Grantee must submit written requests and receive System Agency approval prior to redirecting funds that were previously approved budget line items.

Cumulative budget transfers to increase an individual’s salary must be pre-approved by System Agency prior to implementation

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ATTACHMENT E
FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT E

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Keith "PJ" Lemons	Executive Director
APPLICANT ORGANIZATION	DATE SUBMITTED
Panhandle Regional Advisory Council	05/22/2017

Standard Form 424B (Rev. 7-97) Back

ATTACHMENT E

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Panhandle Regional Advisory Council	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: Keith "PJ" Middle Name: <input type="text"/>
* Last Name: Lemons	Suffix: <input type="text"/>
* Title: Executive Director	
* SIGNATURE: 	* DATE: 05/22/2017

ATTACHMENT G
SYSTEM AGENCY SOLICITATION NO. 537-17-0131



Charles Smith, Executive Commissioner

**Request for Applications (RFA)
For
Statewide Hospital Preparedness Program (HPP)**

RFA No. 537-7-0131

**Date of Release: November 16, 2016
Responses Due: January 20, 2017
2:00 P.M. Central Time**

NIGP Class/Item Codes: 990-29

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

1.1 EXECUTIVE SUMMARY

The State of Texas, by and through the Department of State Health Services (“DSHS”), announces this Request for Application (“RFA”) to provide Hospital Preparedness Program (“HPP”) services to build and maintain prepared healthcare systems, advance the development and maturation of healthcare coalitions, strengthen regional coordination, and ensure the healthcare system can maintain operations and surge to provide acute medical care during all hazards and emergencies in accordance with the specifications contained in this RFA.

To be considered for award, Respondents must execute **Exhibit A, Required Certifications Letter**, of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

1.2 DEFINITIONS

Refer to **Exhibit B, HHSC Grantee Uniform Terms and Conditions** for additional definitions. Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

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

"Apparent Awardee" – means an organization that has been selected to receive a grant award through response to this RFA but has not yet executed a grant agreement or contract. May also be referred to as "Apparent Grant Recipient" or "Apparent Grantee."

"Backfill Cost" – A backfill cost is defined as the straight-time salary, benefits, and overtime of replacement personnel who perform the regular duties of the regularly assigned personnel while the regularly assigned personnel is performing eligible emergency work, training, or exercises.

"Budget Period" – The duration of the budget. Each contract renewal will have a specific budget period.

"Capacity and capability" – The respondent’s ability to evaluate, implement, manage, and support, the four (4) healthcare preparedness capabilities and the appropriate skills to fiscally manage, monitor, and provide technical assistance to the Healthcare Coalition(s).

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"Emergency Medical Task Force (EMTF)" – Regional medical response capacity that can respond to local, regional, and statewide disasters with an acute health care component. EMTF components include: Ambulance Strike Teams (AST), Mobile Medical Units (MMU), Ambulance Bus (AmBus) Teams, Registered Nurse Strike Teams (NST), Medical Incident Support Teams (MIST), Ambulance Staging Manager (ASM) Teams, Infectious Disease Response Units (IDRU), Texas Mass Fatality Operations Response Teams (TMORT), and professional medical support staff for clinical and other services. The map of the EMTF regions is available in **Appendix 1**.

"Emergency Support Function" (ESF-8) – Public Health and Medical Services - provides the mechanism for coordinated assistance to supplement State, tribal, regional, and/or local resources in response to a public health and medical disaster, potential or actual incidents requiring a coordinated response, and/or during a developing potential health and medical emergency.

"ESBD" – means the Electronic State Business Daily, the electronic marketplace where State of Texas contract opportunities over \$25,000 are posted. The ESBD may currently be accessed at <http://esbd.cpa.state.tx.us/>.

"Grantees" – within this RFA, Grantees are DSHS disaster preparedness partners who are awarded a contract to provide hospital preparedness program services in their awarded EMTF region(s).

"Health and Human Services Commission" or "HHSC" – means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"Healthcare Coalition" (HCC) – A group of individual healthcare organizations (e.g., hospitals, clinics, nursing homes, etc.) and relevant partner organizations (e.g., emergency management, public health, utilities, etc.) in a defined geographic location. In Texas, the geographic boundaries of the HCCs align with the 22 trauma service areas. HCCs serve as a multi-agency coordination group that supports emergency management and Emergency Support Function Public Health and Medical Services Annex ESF-8.

"HUB" – means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"HUB subcontracting plan" or "HSP"

Written documentation regarding the use of sub-contractors, which is required to be submitted with all responses to state agency contracts with an expected value of \$100,000 or more where subcontracting opportunities have been determined by the state agency to be probable. The HUB subcontracting plan subsequently becomes a provision of the awarded contract, and shall be monitored for compliance by the state agency during the term of the contract.

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"Key Personnel" – means a Respondent organization's Project Contact, Fiscal Contact, and Executive Director and/or any other key stakeholders in the Proposed Project.

"Major Renovation" (as defined by the U.S. Health and Human Services (HHS) Administration for Children and Families) – (1) structural changes to the foundation, roof, floor, exterior or load-bearing walls of a facility, or the extension of a facility to increase its floor area; or (2) extensive alteration of a facility such as to significantly change its function and purpose, even if such renovation does not include any structural change. Any improvement or upgrade to a facility which is not specified under this definition of major renovation may be considered a minor renovation and may be allowable under applicable regulations and cost principles.

"Match" – The portion of total DSHS Contract costs or total program commitments not borne by federal or state government which may be cash or in-kind contributions, or a combination of both. Additional information and requirements on match are found in the Department of State Health Services (DSHS) Contractor Financial Procedures Manual (CFPM) available on line at: <http://www.dshs.texas.gov/contracts/docs/CFPM-9-01-2014-version-for-posting.doc>. Currently the match requirement is met by the DSHS. At the discretion of the DSHS, the requirement may become the responsibility of the awarded grantee.

"Program" – Depending upon the context, either a coordinated group of activities carried out by DSHS, as authorized by state or federal law, for a specific purpose ("program") or DSHS staff located in a program, region, or hospital that identify and request procurement needs ("Program"). The Program partners with Procurement Contracting Services (PCS) on procurements.

"Programmatic Monitoring" – a formal and systematic process for ensuring services are being delivered or performed as required by the contract. The monitoring process will provide critical performance information so issues or concerns can be identified and addressed. In programmatic monitoring, service-related information is reviewed for compliance with process and outcome expectations as identified in standards and rules specified in the contract. Monitoring processes will include a review of the grantee's service delivery system to determine consistency with contract requirements including outputs, outcomes, quality, and effectiveness of the program.

"Project" – means the work and activities for which grant funding is awarded and information is provided as part of the response to this Solicitation. During the open application period and before selection of grant recipients are made, the Project will be known as the Proposed Project.

"Project Period" – The anticipated duration of the entire Project stated in total number of budget periods.

"Regional Health and Medical Operations Center (RHMOCC)" – the ESF-8 coordination point supporting Disaster Districts within the state. Geographical boundaries and

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numbering match the Health Service Regions (HSRs). RHMOCs are coordinated by the Health Service Regions and may be adjusted in size and composition depending on the magnitude and complexity of the disaster. Public health and medical partners comprising the RHMOCs may include HPP providers, local mental health authorities, EMTF coordinators, and other Texas Health and Human Services (HHS) agencies.

"Respondent" – means the entity responding to this Solicitation. May also be referred to as "Applicant."

"Scope of Work" – A description of the services and/or goods, if any, for each service type, to be performed/delivered as a result of a solicitation for a project period. The scope of work is a document written in the early stages of procurement to explain what services/goods DSHS intends to purchase from the Grantee.

"Solicitation" – means this Request for Applications including any Exhibits and Addenda, if any.

"State" means the State of Texas and its instrumentalities, including HHSC, the System Agency and any other state agency, its officers, employees, or authorized agents.

"Statement of Work" – The section of the contract which describes the services and/or goods to be delivered by the DSHS grantee specifying the type, level and quality of service, that directly relates to program objectives.

"Successful Respondent" – means an organization that receives a grant award as a result of this RFA. May also be referred to as "Grantee," "Awarded Applicant," or "Grant Recipient."

"Supplant" (verb) – To replace or substitute one source of funding for another source of funding. A recipient of contract funds under this Request for Applications (RFA) must not use the funds to pay any costs the recipient is already obligated to pay. If a grantee, prior to responding to an RFA, had committed to provide funding for activities defined in the contract's statement of work (i.e., as represented in the RFA Budget Summary), then the grantee must provide the amount of funding previously committed in addition to the amount requested under this RFA.

"System Agency" – means the Texas Department of State Health Services (DSHS), its officers, employees or authorized agents.

"Trauma Service Area (TSA)" – Geographic regions of the State of Texas, adopted by the Texas Board of Health in January 1992, which are used to manage the statewide emergency medical services (EMS) and trauma care system. There are twenty-two TSA regions in Texas. The maps of the TSA regions is available in **Appendix 2**.

"Work Plan" – A written plan describing how services will be delivered to the eligible population, including specifics such as what types of clients will be served, who will be

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responsible for the work, timelines for completion of activities, and how services will be evaluated when complete. Details from the work plan must be approved by DSHS and incorporated in the contract.

1.3 AUTHORITY

The System Agency is requesting applications under Chapter 531, 771, 791, or 2155 of the Texas Government Code.

Hospital Preparedness Program Funding is authorized under Section 319C-2 of the Public Health Service (PHS) Act, as amended.

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ARTICLE II. SCOPE OF GRANT AWARD

2.1 PROGRAM BACKGROUND

The U.S. Department of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP) provides leadership and funding through cooperative agreements to States and territories, to improve surge capacity and enhance community and healthcare system preparedness for emergencies and disasters. The HPP builds and maintains prepared healthcare systems, advances the development and maturation of healthcare coalitions, strengthens regional coordination, and ensures the healthcare system can maintain operations and surge to provide acute medical care during all emergencies and disasters. A prepared healthcare system is capable of “responding” to events, based on risks, threats and vulnerabilities that are identified using a process that allows for input from multiple stakeholders and takes into account a variety of data sources.

HPP sub-recipient Grantees under this RFA will support the preparedness planning efforts of the State by identifying gaps in preparedness, determining specific priorities, developing plans for building and sustaining health care preparedness capabilities, and implementing those plans, thereby establishing a more resilient and better prepared healthcare community. Services are to be fully accessible, well-suited to the unique needs of each Trauma Service Area (TSA) region within the awarded Emergency Medical Task Force (EMTF) region(s), and fully integrated into a comprehensive system of related all hazards preparedness activities in the EMTF region(s).

HPP Applicants must apply for and may be awarded at least one of three potential Funding Opportunities available through this RFA: (1) Healthcare Coalitions and Emergency Medical Task Force; (2) State Coordinating Organization; and (3) Texas Disaster Medical System (TDMS) Steering Committee Support.

2.2 GRANT AWARD AND TERM

2.2.1 Available Funding

It is anticipated that the total amount of funding available through this RFA in Federal Fiscal Year 2017 will be **TWELVE MILLION FIVE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-TWO DOLLARS (\$12,597,572.00)** and it is DSHS' intention to make multiple awards. It is anticipated that funding shall be divided amongst the three Funding Opportunities as follows:

Funding Opportunity	Anticipated Funding Available for FFY 2017
#1: Healthcare Coalitions and Emergency Medical Task Force	\$12,432,304 - See Appendix 7 for estimated funding by TSA Region

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#2: State Coordinating Organization	\$115,268.00
#3: Texas Disaster Medical System (TDMS) Steering Committee Support	\$50,000.00 - As permitted by grant requirements and applicable law, additional funding may be available for travel reimbursements for members of the TDMS Steering Committee that are not DSHS employees.

Funding awarded will be based on the merit and scope of the application and other considerations and is at the sole discretion of DSHS. Large requests for state funding may not be fully funded in order to ensure that funds are available for the broadest possible array of communities and programs.

Funds are awarded for the purpose specifically defined in this RFA and must not be used for any other purpose. Funds may be used for personnel, fringe benefits, staff travel, contractual services, other direct costs, and indirect costs, as allowed in Grantee's approved budget.

2.2.2 Grant Term

It is anticipated that the initial grant funding period for this five-year grant will begin **July 1, 2017**, and end **June 30, 2018**, subject to review for renewal on an annual basis. Reimbursement will only be made for those allowable expenses that occur within the term of the grant. No pre-award spending will be allowed.

2.3 ELIGIBLE APPLICANTS

Eligible Applicants include governmental, non-governmental, not-for-profit organizations, for-profit entities, associations, public and or private entities. ***Individuals are not eligible to apply.*** In order to be awarded a contract as a result of this RFA, an Applicant must meet the following minimum qualifications:

1. Applicant must be established as an appropriate legal entity as described in the paragraph above, under state statutes and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the RFA.
2. Applicant must be headquartered within the state of Texas.
3. Applicant must be in good standing with the U.S. Internal Revenue Service.
4. Applicant must be listed on the following list if they are Professional Corporations, Professional Associations, Texas Corporations, and/or Texas Limited Partnership Companies. Secretary of State (SOS) at <https://direct.sos.state.tx.us/acct/acct-login.asp>.

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5. Applicant must have a DUN and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as the Universal Identifier.
6. Applicant's organization must be registered with the System for Award Management (SAM) at <https://www.sam.gov/portal/public/SAM/>. Applicant must maintain the registration with current information until a financial report is submitted or the final payment is received, whichever is later.
7. Applicant is not eligible to apply for funds under this RFA if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs.
8. Applicant may not be eligible for contract award if audit reports or financial statements submitted with the proposal identify concerns regarding the future viability of the grantee, material non-compliance, or material weaknesses that are not satisfactorily addressed, as determined by DSHS.
9. Applicant's staff members, including the executive director, must not serve as voting members on their employer's governing board.
10. Applicants for Funding Opportunity #1 must submit a letter from their governing entity (Board of Directors, County Judge, Commissioners' Court, etc.) affirming their commitment to deploy HPP/EMTF assets for either mutual aid or upon request of DSHS within and external to their awarded EMTF region(s) during a mass casualty incident, significant regional event or incident, statewide disaster, pandemic response, or any other event that requires surge activities. Failure to submit letter affirming this commitment will disqualify the application in total.
11. In compliance with Comptroller of Public Accounts and Texas Procurement and Support Services rules, a name search will be conducted using the websites listed in this section prior to the development of a contract.

An Applicant is not considered eligible to contract with DSHS if a name match is found on any of the following lists:

- a) The [Excluded Parties List System](https://www.epls.gov/) (EPLS) – Federal at <https://www.epls.gov/>;
- b) The Office of Inspector General (OIG) List of Excluded Individuals/Entities Search– State – <https://oig.hhsc.state.tx.us/Exclusions/search.aspx>; and
- c) Texas Comptroller of Public Accounts (CPA) Debarment List located at http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/. If this web link does not open, copy and paste to your internet browser window.

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Except as expressly provided above, Applicant is not considered eligible to apply unless the applicant meets the eligibility conditions to the stated criteria listed above at the time the proposal is submitted. Applicant must continue to meet these conditions throughout the selection and funding process. DSHS expressly reserves the right to review and analyze the documentation submitted and to request additional documentation, and determine the applicant's eligibility to compete for the contract award.

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2.4 PROGRAM REQUIREMENTS

Successful Applicants will be awarded at least one of three Funding Opportunities available through this RFA: (1) Healthcare Coalitions and Emergency Medical Task Force; (2) State Coordinating Organization; and (3) Texas Disaster Medical System (TDMS) Steering Committee Support. Grantee shall comply with all applicable regulations, standards and guidelines applicable to the Funding Opportunity.

Grantees will be provided with a list of required deliverables in the resulting contract for each year of the award, but may be asked to submit additional information outside of the listed deliverables.

Some deliverables may ask the Grantee to project or plan for dates beyond the resulting contract term. These requests are for planning purposes only, and will not obligate the Grantee to undertake those activities outside of their contract term.

Grantees will be subject to fund holds or sanctions for deliverables and other contract requirements that are late, incomplete, or do not meet the prescribed standards laid out by the Program.

2.4.1 FUNDING OPPORTUNITY #1: HEALTHCARE COALITIONS AND EMERGENCY MEDICAL TASK FORCE

DSHS will select up to eight (8) Applicants to perform activities to support regional HPP implementation, including but not limited to sustaining regional HCCs; providing administrative support and project management of the regional EMTFs; and assisting DSHS HPP in the administration, planning, and evaluation of services. Grantees shall perform activities in support of the DSHS and the Cooperative Agreement from the ASPR HPP and the Centers for Disease Control and Prevention (CDC) FFY 2017 Cooperative Agreement.

A. **Capabilities:** Grantee's HPP activities must focus on the implementation of all required Capabilities. The *2017-2022 Health Care Preparedness and Response Capabilities* are as follows:

1. **Foundation for Health Care and Medical Readiness** – Goal: The Community has a sustainable HCC that can identify hazards and risks and prioritize and address gaps through planning, training, exercising, and acquiring resources.
2. **Health Care and Medical Response Coordination** – Goal: Healthcare organizations, HCCs, and their jurisdictions collaborate to share and analyze information, manage resources, and coordinate strategies to deliver acute medical care to all populations during emergencies and planned events.
3. **Continuity of Health Care Service Delivery** – Goal: Healthcare organizations, with support from HCCs, provide uninterrupted medical care to all populations in the face of damaged or disabled healthcare infrastructure. Healthcare workers are

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well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or improved operations.

4. **Medical Surge** – Goal: Healthcare organizations – including hospitals, Emergency Medical Services (EMS) providers, and other out of hospital providers – deliver timely and efficient care to their patients even when the demand for healthcare services exceeds available supply.

The *2017-2022 Health Care Preparedness and Response Capabilities* document (see **Appendix 3**) outlines the high-level objectives that the nation's health care delivery system, including HCCs and individual health care organizations, should undertake to prepare for, respond to, and recover from emergencies. These Capabilities illustrate the range of preparedness and response activities that, if conducted, represent the ideal state of readiness in the United States.

B. Healthcare Coalitions (HCCs):

1. Grantee will use awarded funding to build and sustain the Capabilities through the mechanism of regional HCCs. The HCCs in Texas align with the 22 TSA regions (see TSA map in **Appendix 2**). The goals of the HCCs include, but are not limited to, convening governmental jurisdictions, communities, health and emergency response systems, and other ESF-8 partners to plan for preventing, protecting against, responding to, mitigating, and rapidly recovering from emergencies and disasters through planning, training, exercising, and the acquisition of appropriate equipment and supplies.
2. Grantee, through the HCCs in their EMTF region(s), will ensure federal preparedness funds are directed to priority areas within each TSA region by identifying gaps, determining priorities, and developing plans for building and sustaining the preparedness capabilities.
3. Grantee must demonstrate measurable and sustainable progress toward achieving all the Capabilities over the five-year project period. In addition, Grantee must also ensure activities and programs meet the needs of at-risk individuals in their awarded EMTF region(s).
4. Grantee will have at least one 100% HPP-funded full-time staff person assigned to support each TSA region within their awarded EMTF region(s). Staff assigned to support a specific TSA will commit no less than 80% of their time to projects specific to that TSA. Grantee will maintain an office within each TSA region they represent for staff assigned to that TSA region to work from.
5. Grantee is required to attend, in-person, the Texas HPP Grantee and Joint HPP-Public Health Emergency Preparedness (PHEP) meetings scheduled and facilitated by DSHS within the contract term as well as other meetings as directed by DSHS.

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6. In order to ensure the DSHS Health Service Region (HSR) Medical Directors and Preparedness and Response Managers (PARM) have situational awareness for ongoing Healthcare System Preparedness activities within the HSR, the HPP Grantee will regularly communicate with the Regional Medical Director, PARM, or their designee to discuss the status of HPP activities. The frequency of the HSR and HPP Grantee communications will be determined by mutual agreement and documented in writing.
7. Grantee will plan for sustainment of operations in adverse situations. The Grantee must develop and submit a Continuity of Operations Plan (COOP) for their organization, which will, at a minimum, include how Grantee will maintain administrative operations during a disaster, manage operations in instances of turnover, and build redundancy into their organization in order to handle unexpected loss of staff or facilities. The COOP must be reviewed and approved in writing by DSHS.
8. Grantee will participate in regular hospital bed availability reporting events. This will include real-world events or periodic drills. The current bed reporting categories can be found in **Appendix 4**.
9. The Grantee will provide staff to support the RHMOC during an activation. Grantee will support the RHMOC(s) virtually or in-person, at the discretion of the RHMOC director(s). If the Grantee's awarded EMTF region(s) overlaps with multiple HSRs, or if the grantee is awarded more than one EMTF region, they may be called upon to support more than one RHMOC at a time.
10. Grantee will be accessible at all times (24/7) for emergency or disaster-related needs. Upon award, Grantee will provide DSHS with contact information for no fewer than two individuals who can be reached 24 hours a day, and maintain current and redundant contacts in EMResource.
11. Grantee will complete other activities as set forth in the resulting contract.

C. Emergency Medical Task Force (EMTF):

1. Grantee will provide administrative support and project management for the state standardization of the Texas EMTF. EMTF components include:
 - a) Ambulance Strike Teams (AST);
 - b) Medical Ambulance Buses (AmBus) and associated personnel;
 - c) Mobile Medical Units (MMU);
 - d) Registered Nurse Strike Teams (NST);
 - e) Medical Incident Support Teams (MIST);
 - f) Ambulance Staging Manager Teams (ASM);
 - g) Infectious Disease Response Units (IDRU);
 - h) Texas Mass Fatality Operations Response Teams (TMORT); and
 - i) Professional medical support staff for clinical and other services.

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Further information about each EMTF component is available in **Appendix 5**.

2. Grantee will ensure that each EMTF region develops and executes memorandums of agreement (MOAs) which will enable the Grantee to:
 - a) Roster and staff five ASTs. An AST is comprised of five staffed ambulances and a staffed command vehicle.
 - b) Staff and house each AmBus located in their EMTF region.
 - c) Roster a minimum of five NSTs. A NST is a team of five nurses and a strike team leader.
 - d) Staff one MMU, as directed by DSHS. And
 - e) Roster and staff a MIST, ASM, and IDRU as directed by DSHS.

Some EMTF regions may be unable to fully roster the above components from emergency medical services and other providers within their EMTF region(s). In those instances, the EMTF region must have an MOA with an adjacent EMTF region to provide adequate staffing/resources to fulfill the above requirements.

3. Grantee will be responsible for developing an exercise program that includes annual functional or full-scale exercises for each of the EMTF components.
4. Grantee may be awarded one or more of the eight EMTF regions in Texas, and will have a coordinator who is committed full-time to the EMTF program for each EMTF region awarded. Grantee will maintain an office for each assigned EMTF coordinator that are physically located within the EMTF region they support.
5. Grantee is required to participate in 100%, and attend in-person at least 75%, of EMTF strategic governance, EMTF operational governance, and workgroup meetings and calls.
6. DSHS has resources such as ventilators, bariatric wheelchairs and cots, and other supplies and equipment which are pre-positioned regionally with Grantees to expedite deployment of the assets during disaster response. Some assets, such as AmBuses, may be housed with an EMS provider within an EMTF region. The Grantee will maintain these resources in deployable condition and will utilize resources purchased by DSHS or with HPP funds allocated to their EMTF region(s) to support local responses within their awarded EMTF region(s). Upon award the Grantee will develop and maintain a mutual aid plan for the awarded EMTF region(s) describing how and when the EMTF resources will be utilized for local response activities within the region separate from a state response. The Grantee may deploy these resources in support of local (non-state) response activities within the awarded EMTF region; however, non-state activation reimbursement will only be considered on a case by case basis.
7. Grantee will be prepared for disaster response activation at any time, day, or night, including weekends and holidays. DSHS, via e-mail or fax, will issue mission tasks to Grantee's primary point of contact for EMTF. Grantee will, upon

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award, provide DSHS with after hours and weekend contact information for the primary point of contact.

8. Grantee will complete other activities as set forth in the resulting contract.

2.4.2. FUNDING OPPORTUNITY #2: STATE COORDINATING ORGANIZATION (SCO)

DSHS will select one of the successful Funding Opportunity #1 Applicants to serve as the SCO for the Statewide EMTF System. The SCO is responsible for providing overall coordination and oversight to the unique components of the EMTF System, as directed by DSHS. Grantee serving as the SCO shall provide the following program activities:

- A. Grantee will maintain situational awareness and response readiness status of the EMTF System components and assets across the State. Grantee will update and maintain resource typing guidelines for all EMTF assets.
- B. Grantee will provide technical assistance, training, and support to regional EMTF coordinators as necessary.
- C. Grantee will plan and facilitate EMTF strategic governance and EMTF operational governance meetings and calls, including scheduling, coordinating meeting locations, and handling other logistics needs such as food orders, and purchases of relevant supplies and materials.
- D. Grantee will provide administrative support for the EMTF strategic governance and EMTF operational governance meetings and calls, including developing and distributing the agendas, producing meeting minutes, maintaining the committee member distribution and notification lists, documenting workgroup activities, sending electronic meeting invitations, and providing other support identified by the workgroup.
- E. Grantee will represent the EMTF System in the TDMS Steering Committee meetings and workgroups.
- F. Grantee will provide overall coordination and oversight to unique components of the EMTF System, as requested by DSHS. This will include, but is not limited to, IDR, TMORT, air ambulance contractors, and/or other current and emerging needs.
- G. Grantee will support the State Medical Operations Center (SMOC) during an activation. Grantee will support the SMOC virtually or in-person, at the discretion of the SMOC director.
- H. Activation may occur at any time, day, or night, including weekends and holidays. The Grantee serving as the SCO must be accessible at all times (24/7) for emergency or disaster-related needs. Grantee will, upon award, provide DSHS with after hours and weekend contact information for the primary point of contact for SCO activities.
- I. Grantee will complete other activities as set forth in the resulting contract.

2.4.3. FUNDING OPPORTUNITY #3: TEXAS DISASTER MEDICAL SYSTEMS (TDMS) STEERING COMMITTEE SUPPORT

DSHS shall select one successful Applicant to support the administrative and logistical needs of the TDMS Steering Committee. The TDMS is the framework for integration of all public health and medical preparedness initiatives and resources with respect to ESF-8 functions. The TDMS Steering Committee is a standing advisory committee to the DSHS Health Emergency Preparedness and Response Section (HEPRS) which advises and makes recommendations related to TDMS. Applicants may be considered for funding opportunity #3 even if they do not apply for the other two opportunities.

The scope of the TDMS Steering Committee is to provide input for consideration and implementation by DSHS. To accomplish coordinated HSR and/or State Response in support of an incident that exceeds the ESF-8 capabilities of local jurisdictions, the input may include: providing guidelines; establishing protocols; developing concepts; identifying tasks; listing responsibilities; and providing resource management information.

More information about the TDMS and the TDMS Steering Committee may be found at www.tdms.org. The TDMS Overview Document may be viewed in **Appendix 6**.

The TDMS Grantee will provide the following program activities:

- A. Grantee will designate a TDMS Steering Committee Project Director. The Project Director will report to the TDMS Steering Committee Co-Chairs. The Co-Chairs are the Director and Deputy Director of DSHS HEPRS.
- B. Grantee will support the logistical needs of the TDMS Steering Committee, including scheduling up to six (6) meetings per annum, coordinating meeting locations, managing travel reimbursements for non-DSHS committee members (as funding allows), and handling other logistical needs such as food orders, and purchases of relevant supplies and materials.
- C. Grantee will provide administrative support for the committee, including developing and distributing the agenda, producing meeting minutes, maintaining the committee member distribution and notification lists, documenting workgroup activities, sending electronic meeting invitations, and providing other support identified by the TDMS Steering Committee and DSHS HEPRS leadership.
- D. Grantee will complete an annual assessment of the Texas EMTF program and develop a plan to address the gaps.
- E. Grantee will provide to DSHS an annual summary report to show TDMS accomplishments and recommendations.
- F. Grantee will work with DSHS to ensure appropriate use of the TDMS logo and to document where and how the logo has been used.

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G. Grantee will complete other activities as set forth in the resulting contract.

2.5. USE OF FUNDS

Funds are awarded for the purpose specifically defined in this RFA and must not be used for any other purpose.

Indirect cost reimbursement is restricted to not more than twenty percent (20%) of the total award. Respondent must submit the most current accepted Cost Allocation Plan on file with their proposal. If Respondent has an approved indirect cost rate, the certificate from your cognizant agency must be included with your submission.

Indirect costs include general administration and general expenses such as salaries and expenses of executive directors/officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities (*i.e. costs associated with maintenance, repairs, insurance, rent, utilities, and depreciation on facilities*). Staff captured in the indirect cost category may also charge direct time with prior approval.

No individual salary funded by this program will be reimbursed in an amount greater than \$96,000. Each year of the project following the first year this amount will be increased by the annual statewide cost of living adjustment (COLA) obtained from the Texas Comptroller. Additionally, total personnel cost (direct cost & indirect cost salaries) requested as part of this RFA must be approved by DSHS at the time of contract budget negotiations. Personnel salaries must be based on job descriptions, education, work experience, skills, and the work to be performed, and must be reasonable and justifiable for the TSA region(s) for which the funding is allocated. DSHS will have the final determination on all costs including allowable personnel costs. DSHS reserves the right to make any modifications or changes deemed necessary to ensure continuity of operations.

2.6. HPP FUNDING RESTRICTIONS

Funding restrictions, which apply to both Grantees and their agents and subcontractors, must be taken into account while writing the budget. Restrictions are as follows:

- A. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of \$96,000 per year.
- B. Grantee cannot use funds for fund raising activities or lobbying.
- C. Grantee cannot use funds for research.
- D. Grantee cannot use funds for construction or major renovations.
- E. Grantee cannot use funds for clinical care.
- F. Grantee cannot use funds for reimbursement of pre-award costs.
- G. Grantee may supplement but not supplant existing state or federal funds for

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activities described in the budget.

- H. The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.
- I. Grantee may not use funds for backfilling cost for staff, including healthcare personnel for exercises.
- J. Grantee cannot use funds to support stand-alone, single-facility exercises.
- K. Grantee may not use HPP funds for the payment or reimbursement of mileage from staff residence to the staff member's routine duty station.
- L. Grantee may not use funds to employ individuals who also work for an organization that receives funds or benefits from the HPP.
- M. Grantee may not use funds to fund the salaries of their elected and/or appointed Board of Directors and Executive Board Members.
- N. Grantee must treat funds generated by funds and resources as program income, and must report that income to DSHS. Program income must be expended on HPP activities during the budget period in which it is earned. Reasonable HPP membership dues may be established in consultation with DSHS and will be considered program income (including for purposes of salary restrictions). Membership dues collected by the Grantee's organization for purposes other than HPP will not be considered Program Income. Grantee cannot require HPP HCC member to pay membership fees as a condition of receiving HPP funds and/or resources, or as a requirement to be eligible for reimbursement for HPP related expenditures.
- O. Grantee may not receive payment or reimbursement of costs for response activities when a state mission assignment has not been issued. State mission assignments will be issued when local and/or regional resources, including HPP/EMTF grantee resources, are not sufficient to meet the needs of the response; and
- P. Grantee may not receive payment or reimbursement of costs for DSHS assets, held by the Grantee, that are deployed in a response outside of the costs associated with deploying and demobilizing the assets under a state mission assignment, and the costs of restoring the asset to deployable condition. Any DSHS assets lost or destroyed during deployment will be reported to DSHS.
- Q. Grantee may not use an answering service for after-hours calls from DSHS. DSHS must be provided with direct contact information for appropriate after-hours contacts.

Funding restrictions are subject to change based on the HPP Funding Opportunity Announcement (FOA) or at the discretion of DSHS.

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2.7. LETTER OF INTENT

Applicants planning to respond to this RFA must submit a letter of intent (LOI) to submit an application no later than 2:00 PM CT on the date reflected in Section 3.1, Schedule of Events. The Letter of Intent must be on the Respondent's business letterhead using the template provided in **Appendix 8** of this RFA. The letter must be received by the deadline indicated in Section 3.1 via emailed scanned image, mail, or hand-delivery to the RFA Point of Contact set forth in Section 3.4.1. Respondent shall mark "RFA # 537-7-0131/CPS/HOSP-" on the envelope. Failure to submit the LOI in accordance with this Section will disqualify the application from competition.

NOTE: Submission of a LOI does not obligate the party to submit an application in the event the party decides not to participate in this RFA process.

2.8. PERFORMANCE MEASURES

DSHS will monitor the performance of contracts awarded under this RFA. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standards, custom, and practice.

2.9. STANDARDS

Grantees must comply with the requirements applicable to this funding source cited in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* for Federal Awards (2 CFR 200); the *Texas Administrative Code* (1 TAC Chapter 3), as applicable; the *Uniform Grant Management Standards (UGMS)*, and all statutes, requirements, and guidelines applicable to this funding.

Grantees are required to conduct Project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the Health and Human Services Commission (HHSC) Civil Rights Office website at: <http://www.hhs.state.tx.us/aboutHHS/CivilRights.shtml>.

Upon request, a Grantee must provide the HHSC Civil Rights Office with copies of all the Grantee's civil rights policies and procedures. Grantees must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, TX 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free (877) 432-7232
Fax: (512) 438-5885

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A Grantee must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the Grantee's programs, benefits or activities on the basis of national origin, and must take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Grantees must comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

2.10. NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

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

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

There should be no expectation of additional or continued funding on the part of the Grant Recipient. Any additional funding or future funding may require submission of an application through a subsequent RFA.

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ARTICLE III. ADMINISTRATIVE INFORMATION**3.1 SCHEDULE OF EVENTS**

EVENT	DATE/TIME
Solicitation Release Date	November 16, 2016
Deadline for Submitting Questions to be addressed during the Respondent Conference Call (optional)	December 2, 2016 by 2:00 p.m. Central Time
Respondent Conference Call	December 7, 2016 at 10:00AM
Deadline for Submitting Letter Of Intent	December 12, 2016 by 4:00 p.m. Central Time
Deadline for Submitting Questions	December 14, 2016 by 4:00 p.m. Central Time
Answers to Questions Posted	December 21, 2016 by 4:00 p.m. Central Time
Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the deadline.]	January 20, 2017 by 2:00 p.m. Central Time
Anticipated Notice of Award	April 19, 2017
Anticipated Contract Start Date	July 1, 2017

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

3.2 CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION

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

3.3 IRREGULARITIES

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Point of Contact listed in **Section 3.4.1** as soon as possible so corrective addenda may be furnished to prospective Respondents.

3.4 INQUIRIES

3.4.1 Point of Contact

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

Name: Laura Steadman, CTPM, C.P.M.
Title: Procurement Project Manager
Address: 1100 W. 49th Street, Mail Code 2020
Phone: 512-406-2546
Email: laura.steadman@hhsc.state.tx.us

3.4.2 Prohibited Communications

All communications between Respondents and other System Agency staff members concerning the Solicitation are strictly prohibited. On issuance of this Solicitation, except for the written inquiries described in Section 3.4.3, the System Agency, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

3.4.3 Questions

The System Agency will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First class mail or email to the Point of Contact listed in Section 3.4.1 above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- A. Identifying Solicitation number
- B. Section Number
- C. Paragraph Number
- D. Page Number
- E. Text of passage being questioned
- F. Question

Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in Section 3.1 above. However, the System

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Agency, at its sole discretion, may respond to questions or other written requests received by the Point of Contact after the deadline. Please provide entity name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

3.4.4 Clarification from Respondent

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the Solicitation in the manner and by the deadline for submitting questions.

3.4.5 Responses

Responses to questions or other written requests for clarification may be posted on the ESBD. The System Agency reserves the right to amend answers prior to the deadline of Solicitation Responses. Amended answers may be posted on the ESBD. It is Respondent's responsibility to check the ESBD or contact the Point of Contact for updated responses. The System Agency also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the System Agencies sole discretion.

3.4.6 Respondent Conference Call

The System Agency will conduct an **optional** pre-submittal respondent conference call / online meeting on December 7, 2016 at 10:00 AM Central Time. Respondents may call into the conference by dialing (877) 226-9790 and entering passcode 4111422. Respondents may also join the online meeting from any computer, tablet or smartphone at the following link: <https://global.gotomeeting.com/join/306264813>. If this is your first online meeting with GoToMeeting, go to <http://help.citrix.com/getready> to get ready and set up.

Respondents may submit questions to be addressed during the conference. Questions must be submitted in writing to the PCS point of contact listed in Section 3.4.1 and must be received by December 2, 2016 no later than 2:00pm CT. The respondent conference is **optional**.

3.5 SOLICITATION RESPONSE COMPOSITION

3.5.1 Generally

All Applications must be:

- Clearly legible;
- Sequentially page-numbered and include the respondents name at the top of each page;
- Organized in the sequence outlined in **Article VII** - Submission Checklist;

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- In Arial or Times New Roman font, size 12 or larger for normal text, no less than size 10 for tables, graphs, and appendices;
- Blank forms provided in the Attachments must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;
- Correctly identified with the RFA number and submittal deadline;
- Responsive to all RFA requirements; and
- Signed in ink by an authorized official in each place a signature is needed (copies must be signed but need not bear an original signature).

3.5.2. Submission in Separate Parts

Applicants must separate paper document into parts as follows:

1. Business Proposal, including all forms;
2. Applicable Exhibits and Required Forms.

Hard copy original documents must be separated by parts. Electronic submissions must be separated by electronic medium used for submission (i.e. flash drive).

The entire Solicitation Response – all separated paper documents and electronic copies – must then be submitted in one package to DSHS at the address listed in Section 3.6.

3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.6.1 Deadline

Solicitation Responses must be received at the address in **Section 3.6.3** time-stamped by the System Agency no later than the date and time specified in **Section 3.1**.

3.6.2 Labeling

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

<u>SOLICITATION NO.:</u>	537-7-0131
<u>SOLICITATION NAME:</u>	Hospital Preparedness Program
<u>SOLICITATION RESPONSE DEADLINE:</u>	January 20, 2017

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

3.6.3 Delivery

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

To be delivered by U.S. Postal Service, overnight or express mail, or hand delivery to:

HHSC Procurement and Contracting Services (PCS)
Bid Room
Attn: Laura Steadman
1100 W. 49th Street, MC 2020
Procurement and Contracting Building
Austin, Texas 78756

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

3.6.4 Alterations, Modifications, and Withdrawals

Prior to the Solicitation submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in **Section 3.4.1**; or (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in **Section 3.4.1**. The System Agency may request Solicitation Response Modifications at any time.

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**ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD
PROCESS**

4.1 GENERALLY

A three-step selection process will be used as follows:

- A. Eligibility screening;
- B. Evaluation based upon specific selection criteria;
- C. Final Selection based upon State priorities.

4.2 ELIGIBILITY SCREENING

Applications will be reviewed for minimum qualifications and completeness. All complete applications meeting the minimum qualifications will move to the Evaluation stage.

4.3 EVALUATION

Applications will be evaluated and scored in accordance with **Section 4.3.1**, and other factors deemed relevant by DSHS.

4.3.1 Specific Selection Criteria

Each Funding Opportunity included in the Respondent’s application will be evaluated separately and as detailed below. The application review committee will first review and make tentative selections for Funding Opportunity #1. To be eligible for consideration for Funding Opportunity #2 the respondent must be tentatively awarded an EMTF region under Funding Opportunity #1. Respondents may apply and be considered for Funding Opportunity #3 even if they do not apply for Funding Opportunities #1 or #2.

The proposal components will be weighted as follows:

Funding Opportunity #1

HCC and EMTF

Proposal Components*	Value Points
Organization Background	<i>12</i>
Knowledge/Experience	<i>14</i>
Project Work Plan	<i>40</i>
Deliverables Plan	<i>16</i>

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Financial Management & Administration Questionnaire	<i>14</i>
EXHIBIT I: Budget Template(s) (All forms)	<i>4</i>
Total	100

*Other documents in the Business Proposal will be used to determine applicant eligibility.

Funding Opportunity #2

State Coordinating Organization

Proposal Components	Value Points
Organization Background	<i>10</i>
Project Work Plan	<i>40</i>
Deliverables Plan	<i>45</i>
EXHIBIT I: Budget Template (All forms)	<i>5</i>
Total	100

Funding Opportunity #3

Texas Disaster Medical System (TDMS) Steering Committee Support

Proposal Components*	Value Points
Background and Experience	<i>40</i>
Project Work Plan	<i>50</i>
EXHIBIT I: Budget Template (All forms)	<i>10</i>
Total	100

*Other documents in the Business Proposal will be used to determine applicant eligibility.

4.4 FINAL SELECTION, NEGOTIATION AND AWARD

DSHS intends on making multiple awards. After initial screening for eligibility, application completeness, and initial scoring of the elements listed above in **Section 4.3.1**, a selection committee will look at all eligible applicants to determine which proposals should be awarded in order to most effectively accomplish state priorities. The PCS Point of Contact will recommend grant awards to be made to the HHSC Executive Commissioner, who will make the final award approval.

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Funding awards will be based on each funding opportunity evaluation score, geographic distribution across the state, *availability of funds*, cost-effectiveness, and the best interest of the State in providing services under this RFA.

Successful Respondents are expected to achieve a score of at least **75 points each for all Funding Opportunities**.

Applications with a score less than indicated above may not be considered. Not all respondents who are deemed eligible to receive funds are assured of receiving an award.

The final funding amount and the provisions of the contract will be determined at the sole discretion of DSHS staff.

DSHS will evaluate and score in the following order due to eligibility requirements:

1. Funding Opportunity #1 – The highest scoring application per EMTF Region will be named a tentative award finalist for contract negotiations. DSHS reserves the right to name tentative award finalists based on the best application scores and the best interest and/or best value to the State of Texas. DSHS will also take into consideration gaps in service/coverage when selecting awardees.
2. Funding Opportunity #2 – Respondent applying for Opportunity # 2 will not be eligible for consideration unless the Respondent is selected by DSHS as a final awardee for Opportunity #1. In the event a tentative awardee is not named as EMTF SCO, DSHS reserves the right to negotiate with a Respondent to serve as the EMTF SCO based on the best interest and/or best value to the State of Texas.
3. Funding Opportunity #3 – Will be evaluated and scored independently of #1 and #2. A Respondent may be selected under all three funding opportunities but may also be selected only for #3 even if they do not apply for or are awarded under Funding Opportunities #1 or #2.

In the event applications from multiple Respondents proposed for the same EMTF Region or set of EMTF Regions, EMTF - SCO, or TDMS Steering Committee result in identical scores, DSHS will also consider past performance on similar projects and qualifications of key project personnel, including without limitation a demonstrated understanding of:

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- Demonstrated success managing HPP, EMTF, TDMS, or other similar projects;
- Past fiscal issues, including, but not limited to, payment holds or sanctions, under any DSHS/HHSC contract; and
- Missing, late, incomplete, or insufficient deliverables under the HPP contract.

After the application evaluation process is completed and tentative awardees are selected, the terms of the contract shall be finalized through negotiations between DSHS and the selected Respondent(s). The Contract will be developed from information contained in this RFA and the ASPR Funding Opportunity Announcement (FOA).

During the contract negotiation period, DSHS will confirm specific standards and performance criteria to be met during the contract period. These standards and performance criteria will be based on the requirements and activities described in this RFA. These standards and performance criteria will ensure the Grantee maintains an acceptable level of performance throughout the contract period. These standards and performance criteria may be modified as necessary by DSHS during the contract term to accommodate new program directions and necessary changes that may arise.

4.4.1 NEGOTIATION AND AWARD

The negotiation phase will involve direct contact between the successful Applicant and DSHS representatives via phone and/or email. During negotiations, successful Applicants may expect:

- An in-depth discussion of the submitted proposal and budget; and
- Requests from DSHS for clarification or additional detail regarding submitted Application.

The final funding amount and the provisions of the contract will be determined at the sole discretion of DSHS staff.

DSHS may announce tentative or apparent grant recipients once the Executive Commissioner has given approval to initiate negotiation and execute contracts.

Any exceptions to the requirements, terms, conditions, or certifications in the RFA or attachments, addendums, or revisions to the RFA or General Provisions, sought by the Applicant must be specifically detailed in writing by the Applicant on Exhibit C: Exception Form in this proposal and submitted to DSHS for consideration. DSHS will accept or reject each

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proposed exception. DSHS will not consider exceptions submitted separately from the Applicant's proposal or at a later date.

DSHS will post to the ESBD Website and may publicly announce a list of Applicants who's Applications are selected for final award. This posting does not constitute DSHS' agreement with all the terms of any Applicant's proposal and does not bind DSHS to enter into a contract with any Applicant whose award is posted.

4.6 QUESTIONS OR REQUESTS FOR CLARIFICATION BY THE SYSTEM AGENCY

The System Agency reserves the right to ask questions or request clarification from any Respondent at any time during the application process.

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ARTICLE V. BUSINESS PROPOSAL

5.1 BUSINESS PROPOSAL

Utilizing the Forms attached to this RFA, Respondents will describe the proposed services, processes, and methodologies for meeting all components described in **Article II**. Respondent should identify all tasks to be performed, including all project activities, to take place during the grant funding period. Respondent will also include all documents requested as part of completing Forms to demonstrate fulfilling **Article II** requirements.

A. The Business Proposal for **Funding Opportunity #1** must include the following sections:

- Section 1: Organization Background
- Section 2: Knowledge and Experience
- Section 3: Project Work Plan for Funding Opportunity #1 (Provide responses for both the Healthcare Coalition and EMTF sections. Complete Project Work Plan for each EMTF Region applying for)
- Section 4: Deliverables Plan for Funding Opportunity #1, see **Exhibit E** (Applicant must submit an Exhibit E for each EMTF Region it is applying for)
- Section 5: Financial Management & Admin Questionnaire **Form P-1** located in the Forms Section
- Section 6: Budget Template(s) for Funding Opportunity #1, see **Exhibit I** (Applicant must submit a budget for each EMTF Region(s) it is applying for as well as a budget for each TSA region within the EMTF Region(s))
- Section 7: Required Certifications Letter, see **Exhibit A**
- Section 8: Cost Allocation Plan (CAP) (Applicant must submit the organization's most current CAP), if applicable
- Section 9: Indirect Cost Rate Certificate (Applicant must submit its cognizant agency approved certificate), if applicable
- Section 10: Financial Statement (Applicant must submit current financial statements **and** most recent audited financial report (within the past two years) including all supplements, management discussions and analysis, and actuarial opinions, and other documents as applicable)
- Section 11: Required Forms listed in the **Article VIII** Submission Checklist
- Section 12: Letter affirming commitment to deploy HPP/EMTF assets for mutual aid and state-directed responses. Letter should be from governing entity (Board of Directors, County Judge, Commissioners' Court, etc.) affirming organization's commitment to deploy assets during a mass casualty event, significant regional event or incident, statewide disaster, pandemic response or any other event that requires surge capability. Failure to submit letter

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affirming this commitment to deploy HPP/EMTF regions outside your awarded region(s) will disqualify the application in total.

Each of these Sections is further described below.

Section 1 – Organization Background

In this section, provide an overview of the organization which includes the following information. A maximum of six additional pages may be attached if needed.

- A. Provide the legal names of the Respondent; any affiliations; the organization's overall purpose or mission statement; and a brief history of the organization's accomplishments related to healthcare systems preparedness, including activities related to the Emergency Medical Task Force (EMTF).
- B. Provide at least two 24/7 emergency contacts, telephone numbers, and cell phone numbers available to DSHS and emergency response partners during the term of the contracting period. The use of an answering service is not acceptable.
- C. Describe the organizational structure, such as board of directors, officers, advisory groups, and/or committees.
- D. Describe the organization's role and experience in the development of healthcare coalitions and related preparedness activities.
- E. Describe the organization's role and experience in the development of the EMTF including related preparedness activities.

Section 2 – Knowledge and Experience

In this section please limit responses to the following questions to the EMTF region for which the organization is submitting this application, even if applying for multiple regions. A maximum of six additional pages may be attached if needed.

- A. Provide a brief synopsis of the TSA regions within the EMTF region the organization is applying to serve and include:
 1. Geographic information (urban/rural, physical environment, etc.);
 2. General demographic data (age, gender, ethnicity, languages, etc.);
 3. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
 4. General description of hazards, vulnerabilities, and at-risk populations.
- B. Describe the current healthcare system including:
 1. Geographic service area;
 2. Characteristics of the existing healthcare system;

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3. Existing healthcare gaps as related to disaster preparedness; and
 4. Characteristics of the existing emergency medical response system.
- C. Describe the Respondent's history and experience with disaster preparedness planning and response, including coordinating with organizations and agencies within the TSA regions of the EMTF region the Respondent is applying to serve. Organizations and agencies within that region may include public health agencies, medical facilities (public, private, and government), long-term care facilities, mental health facilities, Emergency Medical Services providers, local and state emergency management, Councils of Government, and other first responder agencies and health care agencies.

Section 3 – Project Work Plan

Healthcare Coalitions

Responses to this section must demonstrate the applicant has the planning and organizational skills and resources to accomplish the *2017-2022 Health Care Preparedness and Response Capabilities* (which may be referenced in **Appendix 3**). The Performance Measures of the revised capabilities have not yet been finalized, so responses should refer to the objectives and activities outlined in the Capabilities. A maximum of twenty additional pages may be attached if needed. If applying for multiple TSA regions, please be sure any variance across regions is clearly stated.

- A. Grantee will enhance the existing coalition in accordance with the *2017-2022 Health Care Preparedness and Response Capabilities*.
1. For each of the four Health Care Preparedness Capabilities (Foundations for Health Care and Medical Readiness, Health Care and Medical Response Coordination, Continuity of Health Care Service Delivery, and Medical Surge), describe:
 - a) What activities/projects the organization will undertake during the five-year project period to advance preparedness in the awarded TSA regions.
 - b) What technical assistance the organization anticipates providing to coalition members, including the provision of training and guidance.
 - c) The gaps in resources and potential barriers to improving healthcare systems preparedness and successfully addressing the objectives and activities.
 2. Activities and allocations of funds within the TSA regions should be based on the most recent TSA region-wide Hazard Vulnerability Analysis (HVA) and the Health Care Preparedness Capabilities. Describe the process and the priorities the Coalitions

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will use to utilize these resources to annually allocate funds to the Capabilities.

3. Describe the process, tasks and systems that the organization will use to annually monitor and assess progress on the four capabilities and their associated objectives and activities.
- B. Coalitions should include a diverse range of stakeholders – not just hospitals and EMS providers but also non-acute care medical and public health partners and governmental partners such as emergency management.
1. Describe how the organization will engage a broad range of stakeholders in the coalition, including member recruitment and retention. How will the organization keep coalition members engaged over the five-year project period?
 2. Describe the process by which the organization will facilitate and execute subrecipient agreements with coalition members. What will be the duration of the subrecipient agreements?
 3. Describe the organization's plan for monitoring the program performance of subrecipients, especially those receiving or hosting HPP/EMTF assets?
- C. Grantees will support the preparedness needs of healthcare coalitions in multiple TSA regions, including planning, training, exercising, and the purchase of supplies. If the Respondent is applying for multiple EMTF regions, explain how the organization will address the following across multiple EMTF regions.
1. Describe how the organization will support healthcare organizations in the coalitions with planning and gap analysis needs, including facility-specific Hazards Vulnerability Analyses (HVAs), developing or refining emergency plans, continuity of operations plans, and the like.
 2. Describe how the organization will undertake planning and gap analysis on a TSA region-wide basis, for example the completion of a TSA region-wide HVA or plans for addressing widespread gaps.
 3. Describe the process by which the organization will identify needs and prepare TSA region-wide multi-year training and exercise plans (MYTEPs).
 4. Describe how the organization will develop a progressive exercise program and align the exercise program to relevant regulatory and accreditation requirements within the awarded TSA regions to benefit coalition members across the five year performance period.

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- D. Describe how the healthcare coalition and the HPP Grantee will support the local ESF-8 lead agency and DSHS for emergency operations planning and response efforts for health and medical emergencies, including supporting local medical operations centers (MOCs) and RHMOCs.

Emergency Medical Task Force

- A. Describe how the organization will manage the preparedness needs of the EMTF. Please describe:
1. How the organization will maintain EMTF assets, including plans for where to stage and/or store the assets.
 2. How the organization will recruit and roster personnel for the required EMTF components.
 3. How the organization will coordinate with the State Coordinating Organization (SCO) and other regional EMTF leads.
- B. If the Respondent is applying for multiple EMTF regions, describe how the organization will support the preparedness needs of multiple EMTFs. Please describe:
1. How the organization will maintain EMTF assets, including plans for where to stage and/or store the assets.
 2. How the organization will recruit and roster personnel for the required EMTF components.
 3. How the organization will coordinate with the State Coordinating Organization (SCO) and other regional EMTF leads.
- C. Describe how the organization will manage the response needs of the EMTF. Please describe:
1. How the organization will mobilize and deploy EMTF supplies and equipment.
 2. How the organization will manage a call-down of rostered personnel for a rapid deployment.
 3. How the organization will coordinate with the SCO and other regional EMTF leads during a response.
- D. If the Respondent is applying for multiple EMTF regions, describe how the organization will support the preparedness needs of multiple EMTFs. Please describe:

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1. How the organization will mobilize and deploy EMTF supplies and equipment.
2. How the organization will manage a call-down of rostered personnel for a rapid deployment.
3. How the organization will coordinate with the SCO and other regional EMTF leads during a response.

E. Describe the process, tasks, and systems the organization will use to annually monitor and assess the EMTF.

Section 4 – Deliverables Plan for Funding Opportunity #1

Complete the attached, expandable worksheet found in **Exhibit E**

Section 5 - Financial Management

Complete the attached Financial Management and Administration Questionnaire found in **Form P-1**

Section 6 - Budget

Complete the attached Budget Form found in **Exhibit I**

Section 7 - Required Certifications Letter

Complete the attached certification letter in **Exhibit A**

Section 8 - Cost Allocation Plan

Respondent Provides

Section 9 - Indirect Cost Rate Certificate

Respondent Provides

Section 10 - Financial Statement

Respondent Provides

Section 11 - Required Forms

Letter affirming commitment to deploy HPP/EMTF assets for mutual aid and state-directed responses.

Respondent Provides

B. The Business Proposal for Funding Opportunity #2

The Business Proposal for **Funding Opportunity #2** must include the following sections:

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(Note that only those selected as tentative Awardees under Funding Opportunity #1 are eligible for consideration for Funding Opportunity #2) Respondent need only attach addition details for Sections 2, 3, and 4 below:

- Section 1: Organization Background (Evaluation score for Organization Background submitted for **Funding Opportunity #1** will be utilized)
- Section 2: Project Work Plan for Funding Opportunity #2
- Section 3: Deliverables Plan for Funding Opportunity #2 attached **Exhibit F**
- Section 4: Budget Template for Funding Opportunity #2 attached **Exhibit I**

Section 2 Is further described below.

Section 2 - Project Work Plan for Funding Opportunity #2

Applicant must submit a maximum of six additional pages describing the following:

- A. Describe, in detail, how your organization will provide direction to and coordinate EMTF activities across the state, including fostering standardization across the EMTF program.
- B. Describe in detail the process your organization will have in place to ensure the eight (8) EMTF Region Leads meet established performance measures. How will your organization monitor performance?
- C. Describe how your organization will manage the response needs of the EMTF. Please describe:
 - 1. How your organization will mobilize and deploy EMTF supplies and equipment.
 - 2. How your organization will coordinate with the eight regional EMTF leads and the State Medical Operations Center (SMOC).

C. The Business Proposal for Funding Opportunity #3

The Business Proposal for Funding Opportunity #3 must include the following sections:

- Section 1: Background and Experience for Funding Opportunity #3
- Section 2: Project Work Plan for Funding Opportunity #3
- Section 3: Budget Template for Funding Opportunity #3 attached **Exhibit I**
- Section 4: Cost Allocation Plan (Submit your organizations most current CAP), if applicable
- Section 5: Required Certifications Letter - attached **Exhibit A**
- Section 6: Indirect Cost Rate Certificate (Submit your cognizant agency approved certificate), if applicable

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Section 7: Financial Statement (Submit current financial statements and most recent audited financial report (within the past two years) including all supplements, management discussions and analysis, and actuarial opinions, and other documents as applicable).

Sections 1 and 2 are further described below.

Section 1 - Background and Experience for Funding Opportunity #3

- A. Provide the legal names of the Respondent; any affiliations; and the organization's overall purpose or mission statement.
- B. Describe the organization's experience in facilitating workgroups, advisory boards, or similar groups.
- C. Describe the organization's experience with ESF-8 activities and projects. Provide specific examples of the organization's prior work on public health and medical preparedness planning and response coordination, if appropriate.
- D. Describe the organization's experience in managing logistics for meetings and other events.

Section 2 - Project Work Plan

Applicant must submit a maximum of twelve additional pages describing the following:

- A. Describe in detail how the organization will organize, support, and sustain the TDMS Steering Committee.
 1. Describe the plan to schedule and support six meetings, including the reimbursement for travel expenses for non-DSHS committee members and administrative support for the committee. Include any barriers the organization has to managing the logistics (i.e. need to obtain spending authorization, etc.).
 2. Describe how the organization will provide project management support to the TDMS Steering Committee, including agenda and meeting note development, communications to Committee members, facilitation of Committee meetings, and other activities as identified by DSHS and/or the TDMS Steering Committee.
 3. Describe how the organization will encourage active participation of TDMS Steering Committee members throughout the duration of the project period.
- B. Describe how the organization and the selected TDMS Project Director will collaborate with the TDMS Co-Chairs.

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- C. Describe how the organization will coordinate updates and revisions to the TDMS Overview document and other documents as determined by DSHS and/or the TDMS Steering Committee.

- D. Describe the process by which your organization will prepare the annual TDMS report, which will highlight TDMS accomplishments and recommendations.

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ARTICLE VI. REQUIRED RESPONDENT INFORMATION

6.1 ADMINISTRATIVE ENTITY INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation. As a part of the Solicitation Response requested in **Article III**, Respondent must provide the following information utilizing the Forms attached to this RFA.

6.2 LITIGATION AND CONTRACT HISTORY

Respondent must include in its Solicitation Response, included in attached **Form B**, a complete disclosure of any alleged or significant contractual failures.

In addition, Respondent must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Respondent or in which Respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Respondent.

Solicitation Response may be rejected based upon Respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

6.3 CONFLICTS

Respondent must certify, as part of attached **Form B**, that it does not have any personal or business interests that present a conflict of interest with respect to the RFA and any resulting contract. Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained. The System Agency will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of a contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

6.4 AFFIRMATIONS AND CERTIFICATIONS

Respondent must complete and return all of the following listed forms and exhibits. Exhibits are listed following **Article VIII**.

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- A. **Exhibit A**, Required Certification Letter
- B. **Exhibit C**, Exceptions Form (if applicable)
- C. **Exhibit D**, Affirmations and Solicitations Acceptance

6.5 HUB PARTICIPATION

If a successful Respondent chooses to contract for goods and services using the funding awarded in this grant, HHSC encourages the Respondent to use HUBs to provide those goods and services where possible. Applications received in response to this RFA will be reviewed by the HUB Program Office to determine if any subcontracting opportunities exist. If a determination is made by the HUB program office that there is a probability for subcontracting opportunities, the HUB Program Office will work with the respondent (applicant) to complete the respondent's HUB Subcontracting Plan (HSP) for inclusion as a part of the final grant award contract.

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ARTICLE VII. GENERAL TERMS AND CONDITIONS

7.1 GENERAL CONDITIONS

7.1.1 Costs Incurred

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

7.1.2 Contract Responsibility

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

7.1.3 Public Information Act

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

7.1.4 News Releases

Prior to final award a respondent may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Requests should be directed to the Point of Contact identified in **Article III**.

7.1.4 Additional Information

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

ARTICLE VIII. SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies documents that must be submitted with this Solicitation in order to be considered responsive. Any Solicitation Response received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

Original Solicitation Response Package

The Solicitation Package must include the "Original" Solicitation Response in **hard-copy** consisting of the four parts described in detail below, each under separate cover but packaged together and clearly labeled "Original" on each and five (5) additional hard copies marked "Copy".

1. Administrative Information

- a. Face Page (Form A) _____
- b. Entity Information and Contract History (Form B) _____
- c. Governmental Entity (if applicable) (Form B-1) _____
- d. Nonprofit Entity (if applicable) (Form B-2) _____

2. Business Proposal

Business Proposal- Funding Opportunity #1

- a. Business Proposal for Funding Opp. #1 (Sections 1, 2 & 3) _____
- b. Deliverables Plan for Funding Opp. #1 (Exhibit E) _____
- c. Financial Management and Admin Questionnaire (Form P-1) _____
- d. Budget(s) for Funding Opp. #1 (Exhibit I) _____
- e. Required Cert. Letter. (Exhibit A) _____
- f. Cost Allocation Plan _____
- g. Indirect Cost Rate _____
- h. Company Financial Statement _____
- i. Letter affirming commitment to deploy HPP/EMTF assets _____

Business Proposal- Funding Opportunity #2

- a. Project Work Plan for Funding Opp. #2 _____
- b. Deliverables Plan for Funding Opp. #2 (Exhibit F) _____
- c. Budget for Funding Opp. #2 (Exhibit I) _____

Business Proposal- Funding Opportunity #3

- j. Business Proposal for Funding Opp. #3 (Section 1 & 2) _____
- k. Financial Management and Admin Questionnaire (Form P-1) _____
- l. Budget for Funding Opp. #3 (Exhibit I) _____
- m. Required Cert. Letter. (Exhibit A) _____
- n. Cost Rate _____
- o. Company Financial Statement _____

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3. Applicable Exhibits (to be included in Solicitation Package)

- a. Exceptions Form (if applicable) (Exhibit C) _____
- b. Affirmations and Solicitations Acceptance (Exhibit D) _____

Copies of Solicitation Response Package

Respondent will provide two (2) **electronic** copies (all clearly labeled as "copy") in addition to the hard-copy "Original" Solicitation Response. Electronic copies must be submitted on a USB Drive and separated by folders.

Respondent must submit one (1) original hard copy Business Proposal and Required Respondent Information (see Articles VIII Checklist) and an original Cost Proposal marked "Original" and five (5) additional hard copies marked "Copy". Also, two (2) digital copies of the Business Proposal and Required Respondent Information document in searchable portable document format (.pdf) on USB flash drives, compatible with Microsoft Office 2013.

Respondent must also submit one (1) original, hard copy in a separate envelope of the Cost Proposal and five (5) copies. Also, two (2) digital copies in **Excel format** with active formulas on a USB flash drive.

The Original paper copies must include all required documents. Failure to submit all required documents in required format(s) may result in disqualification of the Solicitation Response without further consideration. A Respondent must prepare a Solicitation Response that clearly and concisely represents its qualifications and capabilities under this Solicitation.

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










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LIST OF REQUIRED FORMS TO THIS RFA:

Form	Title	Document	Return with Application
Form A	Face Page	Attached to this document	Yes
Form B	Entity Information and Contract History	Attached to this document	Yes
Form B-1	Governmental Entity	Attached to this document	If Applicable
Form B-2	Nonprofit Entity	Attached to this document	If Applicable
Form P-1	Financial Management and Administration	Attached to this document	Yes









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LIST OF EXHIBITS TO THIS RFA:

Exhibit	Title	Document	Return with Application
Exhibit A	Required Certifications Letter	 Exhibit A Required Certification Letter.pdf	Yes
Exhibit B	Grantee Uniform Terms and Conditions, version 2.12	 Exhibit B Grantee UTC v2.12.pdf	No
Exhibit C	Exceptions Form	 Exhibit C - EXCEPTIONS.doc	Yes (if applicable)
Exhibit D	Affirmations and Solicitations Acceptance	 Exhibit D Affirmations and So	Yes
Exhibit E	Deliverables Plan Funding Opportunity #1	 Exhibit E - Deliverables Plan Fu	Yes
Exhibit F	Deliverables Plan Funding Opportunity #2 (Complete only if applying for Funding Opportunity #2)	 Exhibit F - Deliverables Plan Fu	Yes (If applying for Funding Op 2)
Exhibit G	Budget Template Instructions	 Exhibit G - BUDGET INSTRUCTIONS.xls	No
Exhibit I	Budget Template	 Exhibit I - BUDGET TEMPLATE.xls	Yes
Exhibit J	HHSC Terms and Conditions	 PCS 11.1 Terms and Conditions.pdf	No

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LIST OF APPENDICES TO THIS RFA:

Appendix	Title	Document
Appendix 1	EMTF Region Map	 Appendix 1 - EMTF Region Map.docx
Appendix 2	TSA Region Map	 Appendix 2 - TSA Regions Map.pptx
Appendix 3	<i>2017-2022 Health Care Preparedness and Response Capabilities</i>	 Appendix 3- Healthcare Prepared
Appendix 4	Bed Reporting Categories	 Appendix 4 - Bed Reporting Categories
Appendix 5	EMTF Components	 Appendix 5 - EMTF Components.docx
Appendix 6	TDMS Overview	 Appendix 6-TDMS Overview October 2017
Appendix 7	Estimated Available Funding	 Appendix 7 - Estimated Available
Appendix 8	Letter of Intent	 Appendix 8 - Letter of Intent.docx

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FORM A: FACE PAGE

This form requests basic information about the Applicant and project, including the signature of the authorized representative.

The face page is the cover page of the proposal and must be completed in its entirety.

APPLICANT INFORMATION	
1) LEGAL BUSINESS NAME:	
2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code):	
3) PHYSICAL Address Information (include mailing address, street, city, county, state and 9-digit zip code) if different from MAILING address:	
4) PAYEE Name and Mailing Address, including 9-digit zip code (if different from MAILING or PHYSICAL addresses):	
5) DUNS Number (9-digit):	
6) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number* (9-digit):	
<i>*The Applicant acknowledges, understands and agrees that the Applicant's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.</i>	
7) TYPE OF ENTITY:	
<input type="checkbox"/> Local governmental entity: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Other, describe	
<input type="checkbox"/> Nonprofit organization	
<input type="checkbox"/> OR	
<i>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</i>	

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8) PROPOSED GRANT FUNDING PERIOD: Start Date: End Date:	
9) AMOUNT OF FUNDING REQUESTED: Total Project Cost: Total State Funding Request: Total Matching to be Certified:	
10) PROJECT CONTACT PERSON: Name: Title: Phone: Fax: Email:	11) FISCAL CONTACT PERSON: Name: Title: Phone: Fax: Email:
12) PROJECTED FUNDING: Does Applicant's projected federal expenditures exceed \$750,000, or its projected state expenditures exceed \$750,000, for Applicant's <u>current fiscal year</u> (excluding amount requested in line 9 above)? ** Yes <input type="checkbox"/> No <input type="checkbox"/> <i>**Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.</i>	
The facts affirmed by me in this proposal are truthful and I warrant the Applicant is in compliance with the assurances and certifications contained in Appendix A - Affirmations and Solicitation Acceptance (see Attachment) . I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the Applicant and I (the person signing below) am authorized to represent the Applicant.	
13) SIGNATURE OF AUTHORIZED REPRESENTATIVE <hr/> <p style="text-align: right;">Date</p> Name: Title: Phone: Fax: Email:	

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FORM A: FACE PAGE INSTRUCTIONS

*This form provides basic information about the Applicant and the proposed project including the signature of the authorized representative. It is the cover page of the proposal and is required to be completed. Signature affirms the facts contained in the Applicant's response are truthful and the Applicant is in compliance with the assurances and certifications contained in **Appendix A - Affirmations and Solicitation Acceptance** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the Applicant's proposal.*

- 1) **LEGAL BUSINESS NAME** - Enter the legal name of the Applicant.
- 2) **MAILING ADDRESS INFORMATION** - Enter the Applicant's complete mailing address, city, county, state, and 9-digit zip code.
- 3) **PHYSICAL ADDRESS INFORMATION** - Enter the Applicant's complete physical address, city, county, state, and 9-digit zip code.
- 4) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with Applicant to receive payment for services rendered by Applicant and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code, if PAYEE is different from the Applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- 5) **DUNS Number** – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. This number can be obtained at: <http://fedgov.dnb.com/webform>
- 6) **FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER OR SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The Applicant acknowledges, understands and agrees the Applicant's choice to use a social security number as its vendor identification number for the contract, may result in the social security number being made public via state open records requests.
- 7) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at <http://www.sos.state.tx.us/corp/businessstructure.shtml> and/or the Texas State Comptroller at https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf.

If a Non-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.
- 8) **PROPOSED GRANT FUNDING PERIOD** - Enter the budget period for this proposal. Budget period is defined in the RFA.
- 9) **AMOUNT OF FUNDING REQUESTED** - Enter the total project cost, the amount of funding requested from HHSC, and the total projected matching funds. Respondents are

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ultimately required to match state awarded funding with a dollar for dollar match. This amount must match information provided in the Expenditure Proposal.

- 10) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.
- 11) **FINANCIAL CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
- 12) **PROJECTED FUNDING** - If Applicant's projected federal expenditures exceed \$750,000 or its projected state expenditures exceed \$750,000 for Applicant's current fiscal year, Applicant must arrange for a financial compliance audit (Single Audit).
- 13) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the Applicant must sign and date in this area. Enter the name, title, phone, fax, and email address of the person authorized to represent the Applicant.

FORM B: ENTITY INFORMATION AND CONTRACT HISTORY

*This form provides information regarding identification and contract history of the Applicant, executive management, project management, governing board members, and/or principal officers. Respond to each request for information **or provide the required supplemental document behind this form.** If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

NOTE: *Administrative Information may be used in screening and/or evaluating proposals.*

Identifying Information

1. The Applicant must attach the following information:

If a Governmental Entity complete Form B-1.

Names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the Applicant.

If a Nonprofit Entity complete Form B-2.

Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).

2. Is Applicant a nonprofit organization?

YES NO

If YES, Applicant must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

- A copy of a currently valid IRS exemption certificate.
- A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the Applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.
- A copy of the organization's certificate of formation or similar document if it clearly establishes the nonprofit status of the organization.
- Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the Applicant organization is a local nonprofit affiliate.

FORM B: ENTITY INFORMATION AND CONTRACT AND LITIGATION HISTORY
continued

Conflict of Interest and Contract and Litigation History

The Applicant must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFA. Examples of potential conflicts include an existing or potential business or personal relationship between the Applicant, its principal, or any affiliate or subcontractor, with the Health and Human Services Commission, or any other entity or person involved in any way in any project that is the subject of this RFA. Similarly, any existing or potential personal or business relationship between the Applicant, the principals, or any affiliate or subcontractor, with any employee of the Health and Human Services Commission must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by HHSC that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, an Applicant is ineligible to receive an award under this RFA if the bid includes financial participation with the Applicant by a person who received compensation from HHSC to participate in preparing the specifications or the RFA on which the bid is based.

- 3. Does anyone in the Applicant organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFA?**

YES **NO**

If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

- 4. Will any person who received compensation from Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFA participate financially with Applicant as a result of an award under this RFA?**

YES **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

- 5. Will any provision of services or other performance under any contract that may result from this RFA constitute an actual or potential conflict of interest or create the appearance of impropriety?**

YES **NO**

If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

- 6. Are any current or former employees of the Applicant current or former employees of HHSC (within the last 24 months)?**

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YES NO

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

7. Are any proposed personnel related to any current or former employees of HHSC?

YES NO

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

8. Has any member of Applicant's executive management, project management, governing board or principal officers been employed by HHSC 24 months prior to the proposal due date?

YES NO

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

9. If the Applicant is a private nonprofit organization, does the executive director or other staff serve as voting members on the organizations governing board?

YES NO

10. Is Applicant or any member of Applicant's executive management, project management, board members or principal officers:

- Delinquent on any state, federal or other debt;
 - Affiliated with an organization which is delinquent on any state, federal or other debt;
- or
- In default on an agreed repayment schedule with any funding organization?

YES NO

If YES, please explain. (Attach no more than one additional page.)

11. Has the Applicant had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?

YES NO

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

12. Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?

YES NO

If YES, please explain. (Attach no more than one additional page.)

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13. Has Applicant had a contract with HHSC within the past 24 months?

YES **NO**

If YES, list the HHSC contract and attachment number(s):

HHSC Contract Number(s)

14. Respondent must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Respondent or in which Respondent has been judged guilty or liable. Failure to comply with the terms of this may disqualify the Respondent.

15. At its discretion, HHSC may require the Respondent to disclose information regarding the application for or award of state, federal, and/or local grant funding by the Respondent or Community Collaborative member organization within the past two (2) years to provide mental health care services and treatment to veterans and their families. Respondent may elect to disclose this information as part of the application.

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM B, SHOULD BE INSERTED HERE.

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**FORM B-1: GOVERNMENTAL ENTITY
Authorized Officials**

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the Applicant.

Name: _____	Mailing Address (incl. street, city, county, state,
Title: _____	
Phone: _____	Ext. _____
Fax: _____	
Email: _____	
Name: _____	Mailing Address (incl. street, city, county, state,
Title: _____	
Phone: _____	Ext. _____
Fax: _____	
Email: _____	
Name: _____	Mailing Address (incl. street, city, county, state,
Title: _____	
Phone: _____	Ext. _____
Fax: _____	
Email: _____	
Name: _____	Mailing Address (incl. street, city, county, state,
Title: _____	
Phone: _____	Ext. _____
Fax: _____	
Email: _____	

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FORM B-2: NONPROFIT ENTITY
Board of Directors and Principal Officers

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).

Name: _____	Mailing Address (incl. street, city, county, state,
Title: _____	
Phone: _____	Ext. _____
Fax: _____	
Email: _____	
Name: _____	Mailing Address (incl. street, city, county, state,
Title: _____	
Phone: _____	Ext. _____
Fax: _____	
Email: _____	
Name: _____	Mailing Address (incl. street, city, county, state,
Title: _____	
Phone: _____	Ext. _____
Fax: _____	
Email: _____	
Name: _____	Mailing Address (incl. street, city, county, state,
Title: _____	
Phone: _____	Ext. _____
Fax: _____	
Email: _____	

P-1: FINANCIAL MANAGEMENT AND ADMINISTRATION QUESTIONNAIRE

ACCOUNTING SYSTEM

The type of accounting system often depends on the size of the organization. Briefly describe your organization's accounting system including:

- Is the accounting system computerized, manual or a combination of both;
- How are different types of transactions (e.g., cash disbursements, cash receipts, revenues, journal entries) recorded and posted to the general ledger;
- When do you close your general ledger (e.g., monthly by the 10th of the following month);
- How are transactions organized, maintained, and summarized in financial reports. If your accounting system is computerized, indicate the name/type.

Answer each of the following questions with either a “yes” or “no” answer by checking the respective box. Provide additional information when applicable.

1. Is your accounting system organized to allow an auditor to trace financial report balances through the general ledger and other summary ledgers/journals to each detail accounting transaction and supporting source documentation?
 YES NO
2. Does your accounting system have the capability of identifying the receipt and expenditures of program funds and program income separately for each HHSC contract/program attachment?
 YES NO
3. Does your accounting system provide for the recording of expenditures for each program attachment by the budget cost categories shown in the proposed budget?
 YES NO
4. Does your accounting system provide for the segregation of direct and indirect expenses and the allocation of indirect costs?
 YES NO
5. Are time records (e.g., time sheets) maintained for all employees where their actual time/effort is recorded and specifically identified to a particular cost objective?
 YES NO
6. Is the employees' time/effort that is recorded on the time record the source/basis of the calculation of salary/wage costs recorded in the general ledger for each cost objective?
 YES NO

GENERAL ADMINISTRATION & INTERNAL CONTROLS

1. Is the staff who will be responsible for the financial management of the award generally familiar with the existing regulations and guidelines containing the cost principles and financial administrative requirements applicable to state and federal contracts/grants?
 YES NO

2. Does your organization have written accounting policies and procedures?
 YES NO

3. Are generally accepted accounting principles followed for separation of duties regarding receipts and deposit of funds and payment of goods and services?
 YES NO

4. Are procedures in place with adequate controls to ensure that receipts and disbursements are authorized and appropriately documented?
 YES NO

5. Are all disbursements approved prior to payment?
 YES NO

6. Is there any additional review or special approval required for checks exceeding a specific dollar amount?
 YES NO

7. Are there written procedures and internal controls established for the procurement of goods and services?
 YES NO

8. Do purchase orders/requisitions require specific approvals from authorized individuals in the requesting department?
 YES NO

9. Are supporting documents (invoices, receipts, approvals, receiving reports, canceled checks, etc.) maintained for each disbursement and on file for easy location and retrieval?
 YES NO

10. Do supporting documents accompany checks for the check signer's signature?
 YES NO

11. Are supporting documents marked when paid to prevent reuse or duplication of payment?
 YES NO

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12. Are invoices coded to identify allocation of payment by cost objective and sub-account?

YES NO

13. Has the respondent been placed on payment hold during the previous three (3) years during the management of a contract?

YES NO

If YES, indicate the reason for such action, the duration of the payment hold and provide what if any corrective action was required to be removed from payment hold.

14. Has the respondent been placed in sanctions (accelerated monitoring) during the previous three (3) years during the management of a contract?

YES NO

If YES, indicate the reason for such action, the duration of the sanctions and provide what if any corrective action was required to be removed from sanction status.

15. Does your organization stay current with payments of its accounts payable, payroll taxes and other liabilities, loans, taxes, etc.?

YES NO

16. As program income is to be used for program purposes, are there procedures and controls to ensure proper use, accountability, and allocation?

YES NO

17. Do you have written personnel policies?

YES NO

18. Does your policy require individual daily time and attendance records for personnel (part-time, full-time, and/or in-kind volunteers)?

YES NO

19. Do procedures ensure that time and attendance reports can be specifically traced to costs recorded in the general ledger for each payroll period for each cost objective?

YES NO

20. Do you have written job descriptions with set salary levels for each employee?

YES NO

21. Do you have on file authorizations covering rates of pay, withholding and deductions for each employee?

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YES NO

22. Describe the respondent's financial system capability of accounting for expenditures and program income for each grant or contract.

(One point for each item)

1. Captures costs by project (cost objective) in the general ledger;
2. Time and effort reporting system tracks personnel costs by project (cost objective);
3. All applications (e.g. payroll, accounts payable, etc.) are integrated into the financial management system general ledger; and
4. Expenditure records (e.g. general ledger subaccounts) are at least as detailed as the cost categories indicated in the approved budget.

Score _____

23. Describe the respondent's financial system capability of generating reports that will be required under the DSHS contract, such as monthly B-13 vouchers, monthly supporting documentation (expenditure reporting), quarterly Financial Status Reports.

(One point for each item)

1. Reports are integrated with the financial management system;
2. Reports are reconciled with general ledger account balances; and
3. Reports revenue and expenditures separately by project (cost objective).

Score _____

24. Describe the respondent's financial management and accounting system capability of maintaining records that permit the tracing of transactions from source documents to postings in the general ledger.

(One point for each item)

1. Maintains retrievable documentation for each and every transaction;
2. Recordable transaction are evidenced by a source document; and Accounting system has controls to make sure that all transactions are fully captured.

Score _____

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25. List and describe the title, level of knowledge and experience of each staff member or responsible party within your organization responsible for financial management functions and describe the segregation of duties among these staff members to ensure effective internal control.

Chief Financial Officer (CFO) or equivalent position –

Experience in oversight and management of all financial functions including –

1. Executing, managing and tracking all accounting functions for the company;
2. Preparing and reconciling monthly financial statements on timely basis;
3. Responsible for GL accounts maintenance and analysis;
4. Responsible for all banking transactions and reconciliations; and
5. Supervision of all fiscal reporting, contract reviews, and contract renewals.

10 or more years' experience (3 points)

2 to 10 years' experience (1 points)

1. Experienced in ensuring financial compliance with federal and state grant requirements.

10 or more years' experience (3 points)

2 to 10 years' experience (1 points)

Score _____

The Financial Management and Administration Questionnaire must be signed by an authorized person who has either completed or reviewed the form and can attest to the accuracy of the information provided.

Approved by:

Signature: _____

Name:

Title:

**ATTACHMENT H
GRANTEE'S SOLICITATION RESPONSE**