

**SIGNATURE DOCUMENT FOR  
TEXAS HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000136500032  
UNDER THE  
TITLE V FEE FOR SERVICE CHILD HEALTH AND DENTAL GRANT PROGRAM**

**I. PURPOSE**

The Health and Human Services Commission (“System Agency”), a pass-through entity, and Contractor Name **PROJECT VIDA HEALTH CENTER** (“Grantee”) (each a “Party” and collectively the “Parties”) enter into the following grant contract to provide funding for Child Health and Dental Fee for Service services (the “Contract”).

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of the federal Maternal and Child Health Program. TEX. HEALTH & SAFETY CODE CHAPT. 1001 AND TEX GOV'T CODE CHAPS. 2155 AND 2254.

**III. DURATION**

The Contract is effective on September 1, 2019 and terminates on August 31, 2021, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

**IV. BUDGET**

The total amount of this Contract will not exceed **\$200,000.00**

FY2020 funding not to exceed **\$100,000.00.**

FY2021 funding not to exceed **\$100,000.00.**

All expenditures under the Contract will be in accordance with Title V Policy Manual.

**V. NOTICE TO PROCEED**

No work may begin, and no expenses may be incurred prior to issuance of a written Notice to Proceed by the System Agency

## **VI. Reporting Requirements**

Contractor is responsible for timely submission of:

- a. Purchase Voucher due on the last day of the month following the month of service delivery.
- b. Annual Financial Reconciliation Report (FRR) due on October 15<sup>th</sup> following the close of the fiscal year.
- c. Annual Federal Funding Accountability Transparency Act (FFATA) due by the 31<sup>st</sup> of October.

## **VI. CONTRACT REPRESENTATIVES**

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

### **System Agency**

Health and Human Services Commission  
Brown-Heatly Building  
4900 N. Lamar Blvd.  
Austin, TX 78751-2316  
Attention: Josie Wheatfall

### **Contractor**

Project Vida Health Center  
3607 Rivera  
El Paso, Texas 79905  
Attention: Bill Schlesinger

## **VII. 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**

Office of Chief Counsel  
Health and Human Services Commission  
Austin, Texas 78751  
Attention: Karen Ray

**Grantee**

Project Vida Health Center  
3607 Rivera  
El Paso, Texas 79905  
Attention: Bill Schlesinger

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.

**VIII. ADDITIONAL GRANT INFORMATION**

Federal Award Identification Number (FAIN): BO4MC30644  
Federal Award Date: 11/26/2018  
Name of Federal Awarding Agency: Health Resources and Services Administration, U.S.  
Department of Health and Human Services  
CFDA Name and Number: Maternal and Child Health Services - 93.994  
Awarding Official Contact Information:  
Michael Warren - Associate Administrator  
HSRA Headquarters  
5600 Fishers Lane  
Rockville, MD 20857  
(301) 443-2170

**IX. DISPUTE RESOLUTION**

For non-governmental entities, 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 decide within its respective sole discretion.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT No. HHS000136500032**

**HEALTH AND HUMAN SERVICES**

**COMMISSION**

*Lindsay Rodgers*  
Name: Lindsay Rodgers

Title: Deputy Associate Commissioner, Health and Developmental Services  
Date of execution: August 22, 2019

**PROJECT VIDA HEALTH CENTER**

DocuSigned by:

*Bill Schlesinger*  
Name: Bill Schlesinger

Title: Deputy Associate Commissioner, Health and Developmental Services  
Date of execution: August 22, 2019

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT No. HHS000136500032 ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT B - BUDGET**
- ATTACHMENT C – UNIFORM TERMS AND CONDITIONS, GRANT - VERSION 2.16**
- ATTACHMENT D – DATA USE AGREEMENT**
- ATTACHMENT E – SECURITY AND PRIVACY INQUIRY (SPI)**
- ATTACHMENT F – LOBBYING CERTIFICATION**
- ATTACHMENT G – NON-CONSTRUCTION ASSURANCES**
- ATTACHMENT H – FEDERAL FUNDING ACCOUNTABILITY TRANSPARENCY ACT**
- ATTACHMENT I – SYSTEM AGENCY SOLICITATION No. HHS0001365**
- ATTACHMENT J – HHSC SPECIAL CONDITIONS**
- ATTACHMENT K- CLARIFICATION FORM R-1 CEILING REQUEST AND PERFORMANCE MEASURES**
- ATTACHMENT L – CONTRACTOR RESPONSE TO RFA**

**ATTACHMENTS FOLLOW**



Attachment A  
Statement of Work

## Statement of Work

### 1. GRANTEE RESPONSIBILITIES

*To participate as a provider under this contract, the Grantee must:*

1.1 Ensure compliance with this contract including these grantee contractual responsibilities.

1.2 Provide or assure the provision of child health and/or child dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management and appropriate referrals, as necessary. Grantee shall have an established referral relationship with a qualified provider for each approved service which it does not provide

1.3 Agrees to submit data and billing within thirty (30) days of services, according to the business requirements in the current Title V Maternal and Child Health Fee for-Service Program Policy Manual which can be accessed at <https://hhs.texas.gov/doing-business-hhs/provider-portals/health-services-providers/title-v-maternal-child-health-fee-service-program>

1.4 Provide Title V Child Health Services and/or Dental in accordance with the terms of this Contract, and with the System Agency Request for Application (RFA) No. HHS00001365, attached hereto and made a part hereof as **Attachment I**

1.5 Provide services only to eligible individuals. To be eligible for Title V Child Health Services and/or Dental, an individual must be:

1. An infant not more than eleven (11) months of age;
2. A child or adolescent one (1) through twenty-one (21) years of age;
3. A Texas resident;
4. In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level; and
5. Ineligible for other programs/benefits providing the same services.

Children and adolescents, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in income.

Grantee will screen all individuals considered for Title V eligibility and determine eligibility using a System Agency or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

1.6 Notify the System Agency/Office of Primary and Specialty Health (OPSH) in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

1.7 Comply with the following guidelines regarding co-pays, as applicable. Grantee may assess a co-pay from clients who receive services under this Contract. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

1.8 Make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

1.9 Allow System Agency to conduct on-site quality assurance reviews as deemed necessary by System Agency. Unsatisfactory review findings may result in implementation of contract actions up to and including termination of the Contract.

1.10 Comply with all applicable federal and state laws, rules, regulations, standards and guidelines, as amended, including but not limited to Title V of the Social Security Act, 42 USC § 701, et seq.

## 2. PERFORMANCE MEASURES

2.1 The following performance measures will be used to assess, in part, Grantee's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of this Contract:

1. Grantee shall provide child health services to at least 553 unduplicated clients at an average cost per client of **\$114.00**.
2. Grantee shall provide child dental services to at least 277 unduplicated clients at an average cost per client of **\$134.00**.
3. Grantee shall screen 100% of individuals considered for Title V eligibility with System Agency-approved screening process and refer to other programs and funding sources as appropriate.

2.2 Performance of Grantee, including compliance with System Agency Program procedures, policies and guidance, contractual conditions, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed.

2.3 Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of System Agency.

### **3. SERVICE DELIVERY AREA (S)**

Grantee shall perform the activities in the service area designated in this contract. The approved service area for this Title V grant is region (s) 9/10, including the counties listed below:

**El Paso, Hudspeth**

### **4. BILLING INSTRUCTIONS**

4.1 Grantee shall bill System Agency monthly for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a System Agency Monthly Reimbursement Request and shall not refer to or identify individual clients. Grantee shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within forty-five (45) days of the end of the Contract term.

4.2 Grantee shall request payment using the Purchase Voucher Form 4116 which coincides with the appropriate Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each Purchase Voucher Form 4116 and MRR, Grantee shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

1. Title V Maternal-Child Services Report (Child Health & Dental) – (Form EF21-12005); and

2. Monthly Aggregate Activity Report (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by System Agency unless accompanied by a complete corresponding aggregate report.

4.3 Grantee shall submit Purchase Vouchers, MRRs, and supporting documentation to the email address(es) listed on the purchase voucher and MRR. Purchase Vouchers and MRRs

shall be submitted each month for actual expenditures of the program, even if there are zero monthly expenditures or the contract limit has been reached.

4.4 Grantee shall request payment from System Agency as directed by the Title V Maternal and Child Health Fee for Service Program Policy Manual whether via voucher or a web-based system.

4.5 Grantee shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the attachment term. This report must be signed and marked "Final" and shall be scanned and emailed to email address(es) listed on the Form GC-10.

4.6 System Agency shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. System Agency will monitor Grantee's billing activity. If utilization is below that projected in Grantee's budget, shown in the Signature Document, Grantee's ceiling may be subject to a decrease for the remainder of the Contract period. Grantee may be subject to contract ceiling amount decreases if Grantee's billing activity is less than projected.

4.7 System Agency may pay for additional services as specified in this Contract if provided by Grantee during the term of this Contract (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the System Agency Program to do so, and if funds are available. If Grantee exceeds the ceiling amount of this Contract, Grantee shall continue to bill System Agency for the services provided. System Agency may pay for these additional services if funds become available at a later date.

4.8 Grantee shall accept reimbursement or payment from System Agency and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Grantee shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

4.9 At the request of HHSC, contractor may be required to provide additional supportive documentation with invoices.

## **5. AVAILABLE FUNDING**

5.1 HHSC reserves the right to re-allocate grant funds to prevent underutilization in the event HHSC determines, in its sole discretion, that a Grantee cannot reasonably utilize all funds awarded.

5.2 HHSC reserves the right, where allowed by legal authority, to redirect fund in the event of financial shortfalls. HHSC Program will monitor Contractor's expenditures on a quarterly basis. If projected expenditures are below the total contract amount,

Contractor's budget may be subject to a decrease for the remainder of the Contract term.

## **6. REIMBURSEMENT FOR TITLE V MATERNAL AND CHILD HEALTH SERVICES**

6.1 Grantees are reimbursed for allowable child health and/or child dental services on a fee-for-service basis using established reimbursement rates available online at <https://hhs.texas.gov/doing-business-hhs/provider-portals/health-services-providers/title-v-maternal-child-health-fee-service-program/forms-resources>

Grantees must bill HHSC on a monthly basis for services delivered using invoice templates provided annually or when changes to templates are necessary by HHSC.

6.2 Reimbursement requests are due to HHSC within thirty (30) days after the end of the month in which services were provided. Rates are subject to change at HHSC's sole discretion.

6.2.1 Specific requirements related to the provision of Title V services are found in the Title V Maternal and Child Health Fee for Service Program Policy Manual <https://hhs.texas.gov/doing-business-hhs/provider-portals/health-services-providers/title-v-maternal-child-health-fee-service-program>

6.2.2 Title V rate worksheets including reimbursement codes, service and procedure descriptors and reimbursement rates can be found at <https://hhs.texas.gov/doing-business-hhs/provider-portals/health-services-providers/title-v-maternal-child-health-fee-service-program/forms-resources>

Attachment B

Budget

## Budget

**1. BUDGET**

1.1 The total amount of this Contract will not exceed **\$200,000.00**. All expenditures under the Contract will be in accordance with the following cost categories:

		<b>FY 2020</b>	<b>FY 2021</b>	<b>Grand Totals</b>
<b>Child Health (Include costs for laboratory and case management)</b>	Number of Clients	553	553	1,106
	Total \$ Amount for all services provided	\$63,000	\$63,000	\$126,000
<b>Child Dental</b>	Number of Clients	277	277	554
	Total \$ Amount for all services provided	\$37,000	\$37,000	\$74,000



Attachment C

Uniform Terms and Conditions, Grant – Version 2.16

HHSC Uniform Terms and Conditions Version 2.16  
Published and Effective: February 1, 2019  
Responsible Office: Chief Counsel



# TEXAS

## Health and Human Services

**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.16**

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.1 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, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

“[Attachment](#)” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part 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 for all purposes.

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

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

“[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. 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 Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[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.

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

“[Solicitation](#)” or “[Request for Applications \(RFA\)](#)” means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.

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

“[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.

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

“[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, authorized representatives and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“[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.

“[Work Product](#)” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Contract or through use of any funding provided under this Contract.

“[Uniform Grant Management Standards](#)” or “[UGMS](#)” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas

Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

## **1.2 INTERPRETIVE PROVISIONS**

- A. The meanings of defined terms include the singular and plural forms.
- 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 Amendments and other modifications, 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, 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**

### **2.1 PAYMENT METHODS**

- A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
  - i. 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;
  - ii. 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
  - iii. 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, state and federal regulations, and at the sole discretion of the System Agency.

- B. Grantee 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.

## **2.2 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 the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

## **2.3 FINANCIAL STATUS REPORTS (FSRs)**

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter 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.

## **2.4 USE OF FUNDS**

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

## **2.5 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.

## **2.6 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 Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, 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 Program Income for the purposes and under the conditions specified in this Contract.



## **2.7 NONSUPPLANTING**

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

## **2.8 ALLOWABLE COSTS**

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

## **2.9 INDIRECT COST RATES**

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

# **ARTICLE III. STATE AND FEDERAL FUNDING**

## **3.1 FUNDING**

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

## **3.2 NO DEBT AGAINST THE STATE**

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

## **3.3 DEBT AND DELINQUENCIES**

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

## **3.4 RECAPTURE OF FUNDS**

A . At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -

any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

- B. "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 shall 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**

**4.1 ALLOWABLE COSTS**

- A. 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. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. 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, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

<p>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.</p>	<p>48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency</p>	<p>2 CFR Part 200, Subpart F and UGMS</p>	<p>2 CFR Part 200 and UGMS</p>
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B. 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.

**4.2 AUDITS AND FINANCIAL STATEMENTS**

**A. Audits**

- i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.
- ii. If Grantee, within Grantee’s fiscal year, expends 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 federal threshold amount includes federal funds passed through by way of state agency awards.
- iii. If Grantee, within Grantee’s fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall 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.
- iv. 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.
- v. 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.

**B. Financial Statements**

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements.

### **4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS**

#### **A. Audits**

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 via:

- i. HHS portal at: or,  
<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>
- ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

#### **B. Financial Statements**

Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:

- i. HHS portal at:  
<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

## **ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.1 GENERAL AFFIRMATIONS**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

### **5.2 FEDERAL ASSURANCES**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

### **5.3 FEDERAL CERTIFICATIONS**

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

## **ARTICLE VI. INTELLECTUAL PROPERTY**

### **6.1 OWNERSHIP OF WORK PRODUCT**

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated

therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

## **6.2 GRANTEE'S PRE-EXISTING WORKS**

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

## **6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS**

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this **Article VI**.

## **6.4 DELIVERY UPON TERMINATION OR EXPIRATION**

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

## **6.5 SURVIVAL**

The provisions and obligations of this **Article VI** survive any termination or expiration of the Contract.

## **ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE**

### **7.1 BOOKS AND RECORDS**

Grantee shall 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 shall 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.

### **7.2 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 shall 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 shall 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 shall 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 Office of the Texas Attorney General, 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 shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

### **7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS**

- A. Grantee must act to ensure its and its Subcontractors' 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 services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall 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.

#### **7.4 SAO AUDIT**

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The 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, under the direction of the legislative audit committee, 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 state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

#### **7.5 CONFIDENTIALITY**

Grantee shall maintain as confidential, and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

### **ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION**

#### **8.1 CONTRACT REMEDIES**

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Grantee to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Grantee found to be in error;
- iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
- v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

#### **8.2 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. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

#### **8.3 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:

i. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in 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.

ii. **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.

**ARTICLE IX. MISCELLANEOUS PROVISIONS**

**9.1 AMENDMENT**

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

**9.2 INSURANCE**

A. Unless otherwise specified in this Contract, Grantee shall 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 shall provide evidence of insurance as required 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 shall 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.

B. 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.

**9.3 LEGAL OBLIGATIONS**

Grantee shall 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 shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.



#### 9.4 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall 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 shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

#### 9.5 INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENCE ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.**

#### 9.6 ASSIGNMENTS

- A. 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.
- B. 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.

## 9.7 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

## 9.8 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 (TGL). 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 for all purposes when it is issued.

## 9.9 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.
- B. 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.

## 9.10 GOVERNING LAW AND VENUE

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

## 9.11 SEVERABILITY

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

enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**9.12 SURVIVABILITY**

Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

**9.13 FORCE MAJEURE**

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

**9.14 NO WAIVER OF PROVISIONS**

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

**9.15 PUBLICITY**

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

**9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS**

Grantee shall 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.

**9.17 NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing in the Contract will be construed as a waiver of the System Agency’s or the State’s sovereign immunity. This Contract shall not constitute or be construed as a waiver of

any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

#### **9.18 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.

#### **9.19 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.

#### **9.20 PROPER AUTHORITY**

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

#### **9.21 E-VERIFY PROGRAM**

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- i. all persons employed to perform duties within Texas during the term of the Contract; and
- ii. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

#### **9.22 CIVIL RIGHTS**

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- B. 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.

- C. 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.
- D. 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>
- E. 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.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. 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. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

Attachment D  
Data Use Agreement



**TEXAS**  
**Health and Human Services**

**Dr. Courtney N. Phillips, Executive Commissioner**

**Request for Applications ("RFA")**

**for the**

**Title V Maternal and Child Health Fee-for-Service Program**

**RFA No. HHS0001365**

**Date of Release: Friday, February 8, 2019**

**Responses Due: Monday, March 4, 2019 by 2:00 p.m. Central Time**

**Commodity Code:**

**948-48 Health Care Services (Not otherwise Classified)**

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

### **1.1 EXECUTIVE SUMMARY**

The State of Texas, by and through the Texas Health and Human Service Commission ("HHSC") Medical and Social Services Division announces the availability of funding for Child Health and Dental ("CHD") and Prenatal Medical and Dental ("PMD") services under the Title V Maternal and Child Health Fee-for-Service Program (the "Program"). Qualified Grantees will deliver prenatal, child health, and dental services to eligible Clients in accordance with the specifications in this request for applications ("RFA" or "Solicitation") and in compliance with applicable federal and state laws, regulations, and policies.

The Title V Maternal and Child Health Fee-for-Service Program is funded by the Title V Maternal and Child Health Services ("MCH") Block Grant ("Title V" or "Title V Block Grant"). Eligible Clients must have a gross family income at or below 185% of the adopted Federal Poverty Level ("FPL"), must be Texas residents, and must not be eligible for Medicaid, Children's Health Insurance Program ("CHIP"), or other programs/benefits providing the same services. A client receiving CHIP benefits may become eligible for Title V when CHIP benefits are exhausted.

Child health services include preventive and primary child health care for children and adolescents from birth through the 21<sup>st</sup> year. Additionally, case management services are provided to children from birth to one year through Title V Children and Pregnant Women ("Title V CPW") case management. Services include screening and eligibility determination, direct clinical services, laboratory services, and appropriate referrals as necessary.

Child dental services include preventive and primary dental care for children and adolescents from birth through the 21<sup>st</sup> year. Services include screening and eligibility determination, direct dental services, and appropriate referrals as necessary.

Prenatal medical services include direct health care services to pregnant women of all ages. Services includes screening and eligibility determination, direct clinical services, laboratory services, Title V CPW case management, and appropriate referrals as necessary. Providers may provide prenatal care and bill Title V up to 60 days for prenatal care services and a maximum of two case management contacts (for contractors that are approved to provide case management) for women who are in the process of applying for and enrolling in the CHIP Perinatal Program. Providers are required to inform, encourage, and assist pregnant women in the CHIP Perinatal Program application process.

Prenatal dental services include dental services to pregnant women of all ages up to three months post-partum. A maximum of two clinical prenatal care visits will be allowed for women who are in the process of applying for and enrolling in the CHIP Perinatal Program. Services include screening and eligibility determination, dental services, and appropriate referrals as necessary.

To be considered for funding for one or more of the services under the Program, Respondents must execute **Exhibit A: Affirmations and Solicitation Acceptance**, of this Solicitation and provide all other required information and documentation set forth in this Solicitation.

## 1.2 DEFINITIONS

Refer to **Exhibit B: HHSC Uniform Terms and Conditions – Grant, Version 2.16** 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 Grantee**" 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**."

"**Client**" means a member of the target population to be served by the Respondent's organization. For the purposes of this grant, a client is an eligible individual receiving CHD or PMD services.

"**DSHS**" means the Department of State Health Services established under Chapter 12 of the Texas Health and Safety Code or its designee.

"**eGrants**" the electronic marketplace where State of Texas grant opportunities are posted.

"**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 Section 2161.001(2) of the Texas Government Code.

"**Key Personnel**" means a Respondent organization's Project contact, fiscal contact, and executive director and/or any other key stakeholders in the Proposed Project.

"**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.

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

"**Solicitation**" means this RFA including any exhibits, forms and Addenda.

"**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.

"**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**," "**Subrecipient**" or "**Grant Recipient**."

"**System Agency**" means System Agency as defined in **Exhibit B: HHSC Uniform Terms and Conditions – Grant, Version 2.16**, Section 1.2.

### 1.3 AUTHORITY

The System Agency is requesting applications under [Title V of the Social Security Act \(1935\)](#).

Within Texas, the Title V operates within a framework articulated by the Texas Legislature and the Health and Human Services Commission.

## ARTICLE II. SCOPE OF GRANT AWARD

### 2.1 PROGRAM BACKGROUND

Through Title V of the Social Security Act of 1935, the federal government pledged to support state efforts to ensure the health of all mothers and children. In 1981, the Maternal and Child Health Services ("MCH") Block Grant was created under Title V to further improve the health of mothers, women of childbearing age, infants, children, adolescents, and children with special health care needs ("CSHCN"). In Texas, the MCH Title V Block Grant is administered by HHSC. Title V funding is used to address the following areas, including, but not limited to:

- A. Significantly reducing infant mortality;
- B. Providing comprehensive care for women before, during, and after pregnancy and childbirth;
- C. Providing preventive and primary care services for infants, children, and adolescents; and
- D. Providing comprehensive care for CSHCN.

Systems of care are designed to be family-centered, comprehensive, coordinated and community-based.

### 2.2 GRANT AWARD AND TERM

#### 2.2.1 Available Funding

The total amount of state and federal funding available for the Program under this RFA for state fiscal year ("FY") 2020 (which is defined as the twelve-month period beginning September 1, 2019 through August 31, 2020) and state FY 2021 (which is defined as the twelve-month period beginning September 1, 2020 and ending August 31, 2021) is **\$16,812,316**. It is HHSC's intention to make multiple awards. Funds shall be allocated in accordance with **Table 1** below.

<b>Table 1: Allocation of Program Funds</b>		
<b>Fiscal Year</b>	<b>Type of Service</b>	<b>Anticipated Funding Available</b>
2020	Child Health and Child Dental Services	\$7,005,000
	Prenatal Medical and Prenatal Dental Services	\$1,401,158
2021	Child Health and Child Dental Services	\$7,005,000
	Prenatal Medical and Prenatal Dental Services	\$1,401,158

Funds are awarded for the purpose specifically defined in this RFA and must not be used for any other purpose. Funds must not be used to supplant local, state, or federal funds.

Contracts awarded under this RFA and any anticipated contract renewals are contingent upon the continued availability of funding.

HHSC reserves the right to re-allocate grant funds to prevent underutilization in the event HHSC determines, in its sole discretion, that a Grantee cannot reasonably utilize all funds awarded.

This RFA is not limited to this source of funding if other sources become available for this Program.

HHSC reserves the right to alter, amend, or withdraw this RFA at any time prior to the execution of a Contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidations, or any other disruption of current appropriations.

### **2.2.2 Reimbursement for Title V Maternal and Child Health Services**

Grantees are reimbursed for allowable CHD and PMD services on a fee-for-service basis using established reimbursement rates available online at <http://www.dshs.state.tx.us/chscontracts/default.shtm>. Grantees must bill HHSC on a monthly basis for services delivered using invoice templates provided annually by HHSC. Reimbursement requests are due to HHSC on the last day of the month following the month of service delivery. Rates are subject to change at HHSC's sole discretion.

Specific requirements related to the provision of Title V services are found in the Title V Policies and Procedures Manual for the Title V Maternal and Child Health Fee-for-Service for Child Health, Dental and Prenatal (2017) ("the Program Manual") available at <http://www.dshs.texas.gov/mch/fee/pandp.shtm>.

Title V rate worksheets including reimbursement codes, service and procedure descriptors and reimbursement rates can be found at <http://www.dshs.state.tx.us/chscontracts/default.shtm>.

### **2.2.3 Grant Term**

The initial grant funding period for this grant will be twenty-four (24) months. It is anticipated that the grant funding period will begin September 1, 2019 through August 31, 2021. The grant may be extended for three (3) additional two (2) year periods at HHSC's sole discretion. Continued funding of a contract is contingent upon the availability of funds and the satisfactory performance of the contractor during the prior budget period. Funding may vary and is subject to change each renewal period. 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**

In order to be awarded a contract as a result of this RFA a Respondent must meet the following eligibility conditions:

- A. Respondent must be a governmental entity (health department, hospital district, university medical center, and other state or local agency), a federally qualified health center, or a nonprofit entity.
- B. Respondent must be a Medicaid provider or provide evidence with its Application that a Medicaid application has been submitted to obtain a Texas Provider Identifier ("TPI") number. The Medicaid number provided must be for the organization itself, and not for individual providers associated with the organization.
- C. Respondent must be established as an appropriate legal entity 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 this RFA.
- D. Respondent must have a Texas address. A post office box may be used when the RFA is submitted, but the Respondent must conduct business at a physical location in Texas prior to the date that the contract is awarded.
- E. Respondent must not be debarred, suspended, or otherwise excluded or ineligible for participation in federal or state assistance programs.
- F. Respondent's staff members, including the executive director, must not serve as voting members on Respondent's governing board.
- G. In compliance with the Texas Comptroller of Public Accounts' ("CPA") Statewide Procurement Division rules, a name search will be conducted using the websites listed in this section prior to the development of a contract. A Respondent is not considered eligible to contract with HHSC, regardless of the funding source, if a name match is found on any of the following lists:
  - 1. The General Services Administration's ("GSA") System for Award Management ("SAM") for parties excluded from receiving federal contracts, certain subcontracts and from certain types of federal financial and non-financial assistance and benefits.  
<https://sam.gov/SAM/>;
  - 2. The Office of Inspector General ("OIG") List of Excluded Individuals/Entities Search: <https://oig.hhsc.state.tx.us/Exclusions/search.aspx>; and
  - 3. The CPA Debarment List: [https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php?\\_ga=1.174613857.2106378599.1474983658](https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php?_ga=1.174613857.2106378599.1474983658).  
If this web link does not open, copy and paste to your internet browser window.

Respondents must meet these requirements throughout the entirety of the application process and, if chosen for grant award, must continue to meet them through the entirety of the grant funding period. HHSC expressly reserves the right to review and analyze the documentation submitted and to request additional documentation, and determine the Respondent's eligibility to compete for the contract award.

## 2.4 PROGRAM REQUIREMENTS

Grantees will provide CHD and/or PMD services to eligible Clients in System Agency approved counties in accordance with applicable laws, rules, policies, and the Program Manual. CHD and PMD services may include but are not limited to screening and eligibility determination, direct clinical and/or dental services, laboratory services, Title V CPW case management and appropriate referrals, as necessary.

## 2.5 SCOPE OF WORK

In developing applications in response to this RFA, Respondents will be required to complete attached Forms A through S to address the following:

**Form A: Face Page.** Basic information about the Respondent and the proposed project including the signature of the authorized representative.

**Form B: Administrative Information.** Information regarding identification and contract history of the Respondent, executive management, project management, governing board members, and/or principal officers.

**Form C-1: Governmental Entity - Authorized Officials.** Identification of and contact information for officials authorized to enter into a contract on behalf of a governmental entity.

**Form C-2: Nonprofit or For-Profit Entity - Board of Directors and Principal Officers.** Identification of and contact information for members of the Board of Directors and other principal officers of nonprofit or for-profit entities.

**Form D: Respondent Background.** Narrative description of the Respondent's organization, staff, systems, and oversight structure.

**Form E: Assessment Narrative.** Narrative description addressing each of the assessment items associated with the services proposed in this RFA.

**Form F: Respondent Site Readiness.** Checklist of physical facility, technology and accessibility requirements.

**Form G: Title V Clinic Sites.** Title V clinic site information including name, address, contact information, services provided, and days and hours of operation.

**Form H: Title V Fee-for-Service Program Assurances.** Statement of assurances regarding Title V service delivery.

**Form I: Child Support Certification.** Certification regarding the Texas Family Code, Section 231.006, provisions relating to child support obligors.

**Form J: Title V Child Health & Child Dental Services, Texas Counties and Regions.** List of counties in which Respondent will provide child health and/or child dental services.

**Form K: Contact Person Information - Title V Child Health Services.** Contact information for the executive director, medical director and other key staff of Respondents providing child health services

**Form L: Contact Person Information - Title V Child Dental Services.** Contact information for the executive director, dental director and other key staff of Respondents providing child dental services.

**Form M: Service Delivery Plan for Child Health & Child Dental Services.** Description of Respondent's plan for delivery of child health and/or child dental services to the eligible population in the proposed service area and timelines for accomplishments.

**Form N: Title V Prenatal Medical & Prenatal Dental Services - Texas Counties and Regions.** List of counties in which Respondent will provide prenatal medical and/or prenatal dental services.

**Form O: Contact Person Information - Title V Prenatal Medical Services.** Contact information for the executive director, medical director and other key staff of Respondents providing prenatal medical services.

**Form P: Contact Person Information - Title V Prenatal Dental Services.** Contact information for the executive director, dental director and other key staff of Respondents providing prenatal dental services.

**Form Q: Service Delivery Plan for Prenatal Medical & Prenatal Dental Services.** Description of Respondent's plan for delivery of prenatal medical and/or prenatal dental services to the eligible population in the proposed service area and timelines for accomplishments.

**Form R-1: Title V Child Health & Child Dental Ceiling Request and Performance Measures.** Identifies the number of child health and child dental Clients to be served and Project funds required to deliver Title V services.

**Form R-2: Title V Prenatal Medical & Prenatal Dental Ceiling Request and Performance Measures.** Identifies the number of prenatal medical and prenatal dental Clients to be served and Project funds required to deliver Title V services.

**Form S: Title V Subcontractor Information.** Identify subcontractor(s) that provide direct service to HHSC Title V Clients.

To meet the mission and objectives of the Program, a Respondent must:

- A. Maintain an established referral relationship with a qualified provider for each approved service Respondent does not provide.
- B. Identify, define, and prioritize specific interventions addressing the specific health care needs of the community.
- C. Ensure ongoing community involvement in the planning, implementation, and evaluation of the program.
- D. Ensure involvement of representatives of the cultural, racial, ethnic, gender, economic, and linguistic diversities within the community.
- E. Provide adequate automation systems to ensure direct communication with HHSC.
- F. Show evidence of new hire and annual periodic orientation of all staff to Title V concepts, and revisions as applicable to their job descriptions.
- G. Provide documentation that all staff who perform child health exams following the Texas Health Steps periodicity schedule, have completed the online Texas Health Steps module entitled "Texas Health Steps: Overview" within ninety (90) days of contract execution. As staff attrition



occurs, new staff performing child health exams are required to complete the module within ninety (90) days of hire. The Texas Health Steps module is located at: <https://www.txhealthsteps.com/profession/general-ce>. Free continuing education ("CE") credits are available for the completion of this and other Texas Health Steps modules.

- H. Notify HHSC of any issues, concerns, or questions regarding Title V services.
- I. Establish and implement eligibility, clinical, reporting, and billing systems for Title V.
- J. Work with other local, state, and federal entities in the community to develop a network of complementary services.
- K. Screen all participants for Program eligibility with an approved screening process and refer to other programs/funding sources as appropriate. Failure to adequately screen is deemed as unsatisfactory performance and may result in defunding.
- L. Screen for identification of mental health, substance abuse, and family violence issues.
- M. Develop and maintain a referral system with effective follow-up.
- N. Develop a working relationship with other programs to ease the referral process for Clients.
- O. Comply with eligibility, clinical, reporting, and billing mandates outlined in the Program Manual.
- P. Work in collaboration with HHSC to improve performance deemed unsatisfactory.
- Q. Develop and implement a quality management process in accordance with Section I, Chapter 7 - Quality Management of the Program Manual.
- R. Send laboratory tests to the lab of the provider's choice, except newborn screening tests, mandated by law, must be sent to the Austin DSHS laboratory. Grantees are required to follow the guidelines in Section II, Chapter 7 "DSHS Laboratory Services" of the Program Manual.
- S. If providing child dental services, meet the following Healthy People 2020 Oral Health goals:
  - 1. OH-1: Reduce the proportion of children and adolescents who have dental caries experience in their primary or permanent teeth.
    - a. OH-1.1. Reduce the proportion of young children aged three (3) to five (5) years with dental caries experience in their primary teeth.
    - b. OH-1.2. Reduce the proportion of children aged six (6) to nine (9) years with dental caries experience in their primary or permanent teeth.
    - c. OH-1.3. Reduce the proportion of adolescents aged thirteen (13) to fifteen (15) years with dental caries experience in their permanent teeth.
  - 2. OH-2: Reduce the proportion of children and adolescents with untreated dental decay.
    - a. OH-2.1. Reduce the proportion of young children aged three (3) to five (5) years with untreated dental decay in their primary teeth.
    - b. OH-2.2. Reduce the proportion of children aged six (6) to nine (9) years with untreated dental decay in their primary or permanent teeth.
    - c. OH-2.3. Reduce the proportion of adolescents aged thirteen (13) to fifteen (15) years with untreated dental decay in their permanent teeth.
  - 3. OH-7: Increase the proportion of children, adolescents, and adults who used the oral health system in the past twelve (12) months.
- T. If providing prenatal medical services, comply with the following:

1. Ensure prenatal medical services are provided concurrently with the CHIP Perinatal Program. A maximum of two (2) clinical prenatal care visits will be allowed for women who are in the process of applying for and enrolling in the CHIP Perinatal Program. Grantee must inform, encourage, and assist pregnant women in the CHIP Perinatal Program application process.
2. Enroll as CHIP Perinatal providers or have a mechanism in place for prenatal care benefits to be coordinated with existing CHIP Perinatal providers in the areas served.

U. If providing child health or prenatal medical services, ensure Title V CPW case management services are available to assist certain high-risk Clients to access medical, social, educational, and other types of critical services. A Title V Client is eligible for these services if he/she is:

1. A woman of any age with a high-risk pregnancy;
2. A child, birth through one (1) year of age, with a health condition and/or health risk;
3. In need of services to prevent illness(es) or medical condition(s), to maintain function, or slow further deterioration; and
4. Desires case management.

In order to provide and bill for Title V CPW services, providers must be Medicaid CPW providers, must have registered and completed the DSHS CPW training, and must have a CPW case manager on staff. Information about the required training is available online at <http://www.dshs.texas.gov/caseman/default.shtm>.

V. If providing prenatal dental care, meet the following Healthy People 2020 Oral Health Goals:

1. OH-3.1: Reduce the proportion of adults aged thirty-five (35) to forty-four (44) years with untreated dental decay.
2. OH-7: Increase the proportion of children, adolescents, and adults who used the oral health system in the past twelve (12) months.
3. OH-10: Increase the proportion of local health departments and federally qualified health centers ("FQHCs") that have an oral health component.
4. OH-14: Increase the proportion of adults who receive preventive interventions in dental offices.
  - a. OH-14.1. Increase the proportion of adults who received information from a dentist or dental hygienist focusing on reducing tobacco use or smoking cessation in the past year.
  - b. OH-14.2. Increase the proportion of adults who received an oral and pharyngeal cancer screening from a dentist or dental hygienist in the past year.
  - c. OH-14.3. Increase the proportion of adults who are tested or referred for glycemic control from a dentist or dental hygienist in the past year.

W. In addition, Grantee must encourage prenatal oral health for the health of the baby. This can be supported and realized through preventive and primary dental care of the pregnant woman with the following goals:

1. Decrease the transmission of decay causing bacteria from the mother to the infant.
2. Decrease the inflammatory mediators associated with gum (periodontal) disease (periodontitis) that are the same inflammatory mediators found in diabetes, cardiovascular

disease, and arthritis and impact the ability to effectively treat these conditions during pregnancy and post-partum.

3. Reduce the bacterial load within the pregnant woman's mouth.
4. Restore the pregnant woman's mouth to function to allow adequate nutritional intake to support healthy development of the fetus and infant.

Title V Prenatal Dental, the CHIP Perinatal Program, and Medicaid for prenatal services will run concurrently. During the first dental visit, Grantee will ensure that the woman is or will receive prenatal services via Medicaid, CHIP Perinatal, or Title V. Post-partum dental services may continue up to three months following the delivery.

- X. Comply with the most recent version of the Program Manual available online at: <http://www.dshs.texas.gov/mch/fee/pandp.shtm> .
- Y. Conduct Program activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to nondiscrimination requirements can be found on the HHSC Civil Rights Office website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office> .

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 ten (10) calendar days after receipt of the complaint. Notice must be directed to:

Civil Rights Office  
Health and Human Services Commission  
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  
[HHSCivilRightsOffice@hhsc.state.tx.us](mailto:HHSCivilRightsOffice@hhsc.state.tx.us)

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. Grantees must communicate in 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 7 CFR Part 16 or 45 CFR Part 87, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Department of Agriculture or U.S. Department 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.

- Z. Grantees are required to conduct project activities in accordance with the most recent DSHS Standards for Public Health Clinic Services and the Program Manual located at: <http://www.dshs.state.tx.us/mch/fee/pandp.shtm> . Grantees may obtain a copy of the most recent

DSHS Standards for Public Health Clinic Services which is posted on the DSHS website at: <http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf>.

HHSC reserves the right to modify the scope of work of the Contract and to incorporate special provisions into contracts awarded under this RFA.

## 2.6 PERFORMANCE MEASURES

HHSC will monitor the performance of contracts awarded under this RFA. Monitoring will be conducted for fiscal, programmatic, and administrative components of the Contract. All services and deliverables under the Contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

Performance will be measured using data obtained from **Form R-1: Title V Child Health & Child Dental Ceiling Request and Performance Measures** and **Form R-2: Title V Prenatal Medical & Prenatal Dental Ceiling Request and Performance Measures**, as applicable. Specifically, performance will be measured based on the following:

- A. The unduplicated number of Clients served by Respondent during the applicable budget period.
- B. The average cost per Client for each proposed service during the applicable budget period.
- C. The outcomes of providing services and supports as part of the proposed project. Respondents will be required to demonstrate the effectiveness of clinical services provided by conducting pre- and post-assessments with Clients and ensuring satisfaction questionnaires are completed by Clients who received services as part of the Program.

## 2.7 PROHIBITIONS

MCH Title V Block Grant funds may not be used for cash payments to intended recipients of health services; for in-patient services except as permitted by 42 U.S. Code § 704, as amended; for purchase or improvement of land, buildings, or major medical equipment; for satisfying any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or for payment for any item or service (other than an emergency item or service) furnished by or provided at the medical direction or prescription of an individual or entity that is excluded from participation in certain federal programs (*see* 42 U.S. Code § 704).

In addition, grant funds may not be used to support the following services, activities, and costs:

- A. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- B. Lobbying;
- C. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
- D. Vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e., mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol);
- E. Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
- F. Admission fees or tickets to any amusement park, recreational activity or sporting event;

- G. Promotional gifts;
- H. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
- I. Membership dues for individuals;
- J. Any expense or service that is readily available at no cost to the grant project;
- K. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- L. Fundraising;
- M. Statewide projects;
- N. Any other prohibition imposed by federal, state, or local law; and
- O. The acquisition or construction of facilities.

## 2.8 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 Part 200); the [Uniform Grant Management Standards](#) ("UGMS"), and all statutes, requirements, and guidelines applicable to this funding.

## 2.9 DATA USE AGREEMENT

By entering into a Contract, or purchase order with the System Agency as a result of this Solicitation, Respondent agrees to be bound by the terms of the **Texas HHS System Data Use Agreement (DUA)** attached as **Exhibit C-1**.

Respondents must submit attachment 2 to the Texas HHS System Data Use Agreement, **Security and Privacy Inquiry (SPI)**, with their proposal which is attached as **EXHIBIT C-2**.

## 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 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.

## 2.11 TERMS AND CONDITIONS

The terms and conditions outlined throughout this RFA govern the RFA and any resulting contract. Any Contract awarded under this RFA include the following exhibits, found at the end of this document:

- A. **EXHIBIT A: Affirmations and Solicitation Acceptance**
- B. **EXHIBIT B: HHSC Uniform Terms and Conditions – Grant Version 2.16**
- C. **EXHIBIT C-1: Texas HHS System Data Use Agreement**
- D. **EXHIBIT C-2: Security and Privacy Inquiry (SPI) Form**
- E. **EXHIBIT I: HHSC SPECIAL CONDITIONS**

DSHS reserves the right, at its sole discretion, to change, modify, add or remove terms and conditions governing the resulting Contract.

*The remainder of this page is intentionally left blank.*

## ARTICLE III. ADMINISTRATIVE INFORMATION

### 3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	Friday, February 8, 2019
Respondent Conference (optional)	Thursday, February 14, 2019
Deadline for Submitting Questions	Friday, February 15, 2019 at 2:00PM Central Time
Answers to Questions Posted	Tuesday, February 19, 2019
<b>Deadline for submission of Solicitation Responses</b> <b>[NOTE: Responses must be <u>RECEIVED</u> by HHSC by the deadline.]</b>	Monday, March 4, 2019 at 2:00PM Central Time
Anticipated Notice of Award	Friday, May 31, 2019
Anticipated Contract Start Date	Sunday, September 1, 2019

**Note:** These dates are a tentative schedule of events. The System Agency reserves the right to modify these dates at any time upon notice posted to the eGrants, located at <https://egrants.gov.texas.gov/Default.aspx> or the Electronic State Business Daily ("ESBD") website, located at <http://www.txsmartbuy.com/sp>. 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 eGrants or on the ESBD website.

### 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 eGrants and ESBD website. It is the responsibility of Respondent to periodically check the eGrants and on the ESBD website 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 System Agency's point of contact addressed to the person listed below. All communications between



Respondents and other System Agency staff members concerning the Solicitation are strictly prohibited, unless noted elsewhere in this RFA. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

Name: Colette Norman, CTCD, CTCM  
Title: Purchaser  
Address: 1100 West 49<sup>th</sup> Street, Austin, TX  
Phone: 512-406-2614  
Email: [Sarah.paton@hhsc.state.tx.us](mailto:Sarah.paton@hhsc.state.tx.us) on behalf of Colette Norman.

### 3.4.2 Prohibited Communications

All communications between Respondents and other System Agency staff members concerning the Solicitation may not be relied upon and Respondents should send all questions or other communications to the point of contact. 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; and
- 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 3.4.1 above. Please provide entity name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.**

### 3.4.4 Clarification Request Made by 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 will be posted on the eGrants and ESBD website. The System Agency reserves the right to amend answers prior to the deadline of Solicitation



Responses. Amended answers will be posted on the eGrants and ESBD website. It is Respondent's responsibility to check the eGrants and ESBD website or contact the point of contact for updated responses. The System Agency also reserves the right to provide a single consolidated response of all similar questions in any manner at the System Agencies sole discretion.

### 3.5 SOLICITATION RESPONSE COMPOSITION

#### 3.5.1 Generally

All Applications must be:

- A. Clearly legible;
- B. Sequentially page-numbered and include the Respondents name at the top of each page;
- C. Organized in the sequence outlined in **Article VIII** - Submission Checklist;
- D. In Arial or Times New Roman font, size 12 or larger for normal text, no less than size 10 for tables, graphs, and appendices;
- E. 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;
- F. Correctly identified with the RFA number and submittal deadline;
- G. Responsive to all RFA requirements; and
- H. Signed 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

Respondents must submit their Application in separate parts as follows:

- A. Administrative information, including all forms;
- B. Narrative application, including all forms;
- C. Expenditure request and performance measures; and
- D. Applicable exhibits and required forms.

Paper documents (i.e., the original and all hard copies) 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 HHSC at the address listed in **Section 3.6.3**. The number of copies and directions for submitting an "Original" and "Copies" are outlined in **Section 8.2**.

#### 3.5.3 Submission

- A. Respondent must Submit one (1) original and one (1) paper copy of the RFA, organized as instructed in **Section 3.5.2**. An authorized representative must sign the original in ink.
- B. Submit five (5) USB flash drives compatible with Microsoft Office 2010, each containing both the Grant Application and all required forms.

HHSC will not accept telephone and facsimile applications. Any disparities between the contents of the original printed application and the electronic application will be interpreted in favor of HHSC.

**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>EVENT NAME AND NUMBER:</u>	Title V Maternal and Child Health Fee-for-Service Program HHS0001365
<u>EVENT DATE AND TIME:</u>	Monday, March 4, 2019 at 2:00 PM Central Time
<u>RESPONDENTS NAME:</u>	_____
<u>PURCHASER’S NAME:</u>	Colette Norman, CTCD, CTCM

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**

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: Colette Norman, CTCD, CTCM  
 1100 W. 49<sup>th</sup> Street, MC 2020  
 Service Building (Building S)  
 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.

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

### **4.1 GENERALLY**

Those Respondents making it through the initial review process will be invited to submit additional information and to participate in a negotiation process which will determine final selection. The specific dollar amount awarded to each successful Respondent will depend upon the merit and scope of the application and negotiations. Funded amounts may differ from those requested. 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.

A three-step selection process will be used:

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

### **4.2 ELIGIBILITY SCREENING**

Applications will be reviewed for eligibility requirements and completeness. All complete Applications meeting the minimum eligibility requirements will move to the evaluation stage.

### **4.3 EVALUATION**

HHSC will select Respondents to receive awards based on evaluation scores, geographic distribution, and the best interest of the State. Applications will be evaluated and scored in accordance with the factors deemed relevant by HHSC.

#### **4.3.1 Specific Evaluation Criteria**

Grant applications shall be evaluated based upon the following criteria and weights. See also, **Exhibit H: Evaluation Tool**.

- A. Respondent Readiness (20%);
- B. Respondent Background, including previous experience with grants and contracts (30%);
- C. Assessment Narrative (10%);
- D. Service Delivery Plan (30%); and
- E. Expenditure Request and Performance Measures (10%).

#### 4.4 FINAL SELECTION

After initial screening for eligibility, application completeness, and initial scoring of the elements listed above in **Sections 4.3**, a selection committee will look at all eligible applicants to determine which applications should be awarded in order to most effectively accomplish state priorities. The selection committee will recommend grant awards to be made to the HHSC Executive Commissioner, who will make the final award approval.

HHSC will make all final funding decisions based on eligibility, Respondent's capacity to deliver services as defined in the RFA, geographic distribution across the state, state priorities, reasonableness, availability of funding, and cost-effectiveness.

#### 4.5 NEGOTIATION AND AWARD

The specific dollar amount awarded to each successful Applicant will depend upon the merit and scope of the Application, the recommendation of the selection committee, and the decision of the Executive Commissioner.

Not all Applicants who are deemed eligible to receive funds are assured of receiving an award.

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

- A. An in-depth discussion of the submitted application and budget; and
- B. Requests from HHSC 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 HHSC staff.

HHSC 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 G: Exceptions and Assumptions Form in this application and submitted to HHSC for consideration. HHSC will accept or reject each proposed exception. HHSC will not consider exceptions submitted separately from the application or at a later date.**

HHSC will post to the eGrants Website and may publicly announce a list of Applicants whose Applications are selected for final award. This posting does not constitute HHSC's agreement with all the terms of any Applicant's application and does not bind HHSC 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.

## **ARTICLE V. NARRATIVE APPLICATION**

### **5.1 NARRATIVE APPLICATION**

#### **5.1.1 Executive Summary**

Provide a high-level overview of the Respondent's approach to meeting the RFA's requirements. The summary must demonstrate an understanding of the goals and objectives of the grant program.

#### **5.1.2 Project Work Plan**

Utilizing the application forms, A through S 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.

#### **5.1.3 Respondent Readiness**

##### **5.1.3.1 Definition**

Acceptable readiness is defined as the Respondent's ability to meet program and contractual requirements, the capacity to achieve service levels based on awarded funds, and the following attributes to support a given service:

- A. Administrative and board support for the service;
- B. Physical infrastructure;
- C. Clinical infrastructure;
- D. Demonstrable experience in providing similar services; and
- E. Financial stability.

##### **5.1.3.2 Purpose**

To ensure that Respondents have the required readiness elements in place to allow the provision of services should a contract be awarded, Respondents will be evaluated and scored on the readiness criteria outlined below. HHSC reserves the right to perform on-site and/or desk reviews for Respondents scoring low on any portion of the readiness component of this application. If HHSC determines that the Respondent is not sufficiently ready to perform, then HHSC reserves the right not to enter into a contract with the Respondent.

### 5.1.3.3 Administrative and Board Support

Respondents must demonstrate adequate administrative and board support through descriptions of their organizations, and by submitting current organization charts (see **Form D: Respondent Background**). The chart must include the appropriate oversight structure (e.g., board, city council, county commissioners, etc.), CEO, CFO, medical and/or dental director licensed by the State of Texas and in good standing, and a staffing structure that will support service provision. The description must include:

- A. An executive summary describing the organization's vision, mission, and values statements, along with a description of how the board of directors is involved in the operations of the organization (see **Form D: Respondent Background**);
- B. A detailed description of the organizational structure, management systems, and lines of authority that are appropriate and adequate for the size and scope of the organization (see **Form D: Respondent Background**);
- C. Table of Contents from organization's operating policies and procedures (see **Form M - Service Delivery Plan for Child Health & Child Dental Services** and **Form Q: Service Delivery Plan for Prenatal Medical & Prenatal Dental Services**);
- D. Resumes/curriculum vitae for the CEO, CFO, medical director licensed by the State of Texas and in good standing (including State of Texas medical license number and DEA number) and/or dental director licensed by the State of Texas and in good standing (including State of Texas dental license number), and clinical/program director (see **Form D: Respondent Background**);
- E. Employee job descriptions (see **Form D: Respondent Background**);
- F. Medicaid billing number for the organization, or application for Medicaid billing number (see **Form A: Face Page**);
- G. Timeline for annual independent financial audit (see **Form B: Administrative Information**);
- H. Description of the organization's outreach plan (e.g., media releases, outreach strategies for marketing organization to community) for the funded services (see **Form M: Service Delivery Plan for Child Health & Child Dental Services** and **Form Q: Service Delivery Plan for Prenatal Medical & Prenatal Dental Services**); and
- I. Agency's quality assurance process (see **Form M: Service Delivery Plan for Child Health & Child Dental Services** and **Form Q: Service Delivery Plan for Prenatal Medical & Prenatal Dental Services**).

### 5.1.3.4 Physical Infrastructure

Respondents must have an adequate physical infrastructure to support the provision of services. At a minimum, Respondents must have the following physical infrastructure in place:

- A. Space for clinical and administrative staff (see **Form F: Respondent Site Readiness**);
- B. Data and financial management systems, including secure confidential data storage (see **Form M: Service Delivery Plan for Child Health & Child Dental Services** and **Form Q: Service Delivery Plan for Prenatal Medical & Prenatal Dental Services**);
- C. Computer systems with the following minimum functionality (see **Form F: Respondent Site Readiness**):
  1. Internet Browser - minimum Internet Explorer ("IE") 10; recommend IE 11 or newer;

2. Microsoft Office - minimum 2010 Office Suite; recommend 2013 Office Suite;
  3. Email Client; and
- D. Appropriate signage to identify funded entity (see **Form F: Respondent Site Readiness**).

### 5.1.3.5 Clinical Infrastructure

Respondents must have a clinical infrastructure appropriate to support the provision of services. At a minimum, Respondents must have the following in place:

- A. Handicap-accessible clinic site(s) that is/are geographically close to the target population (see **Form F: Respondent Site Readiness**);
- B. Appropriate facility(ies) where services can be delivered with clean exam rooms, space for Client intake, and a place for Clients to wait (see **Form F: Respondent Site Readiness**);
- C. Locked storage for charts, records, medications, and medical supplies (see **Form F: Respondent Site Readiness**);
- D. Proper disposal for medical waste (see **Form F: Respondent Site Readiness**);
- E. Clinicians who are licensed by the State of Texas to provide the type of services for which funding is requested (see **Form D: Respondent Background**);
- F. Medical director licensed by the State of Texas and in good standing and/or dental director licensed by the State of Texas and in good standing to practice dentistry in Texas (see **Form D: Respondent Background**);
- G. Eligibility and billing staff who are trained or will be trained in requirements for funded services (see **Form M: Service Delivery Plan for Child Health & Child Dental Services** and **Form Q: Service Delivery Plan for Prenatal Medical & Prenatal Dental Services**);
- H. Staff to manage clinic operations (see **Form D: Respondent Background**);
- I. Clinicians that have Medicaid numbers and can bill for services (see **Form D: Respondent Background**);
- J. Current written protocols and Standing Delegation Orders (see **Form H: Title V Fee for Service Program Assurances**);
- K. Current Prescriptive Authority Agreement for Advance Practice Providers ("APN" and/or "PA");
- L. CLIA certification appropriate for the level of tests performed (see **Form F: Respondent Site Readiness**);
- M. Quality Management Policy; and
- N. Primary license verification annually for all licensed personnel.

### 5.1.3.6 Demonstrable Experience in Providing Similar Services

Describe past experience(s) providing child health, child dental, prenatal medical, and/or prenatal dental services, applicable to Respondents Application. (See **Form D: Respondent Background**).



## **ARTICLE VI. REQUIRED RESPONDENT INFORMATION**

### **6.1 ADMINISTRATIVE ENTITY INFORMATION**

Using **Form D: Respondent Background** Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation.

### **6.2 LITIGATION AND CONTRACT HISTORY**

Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures.

In addition, Respondent must disclose any civil or criminal litigation or investigation 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**

Using **Form B: Administrative Information**, Respondent must certify 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.

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful Respondent awarded a contract greater than \$1 million dollars must submit a disclosure of interested parties to the state agency at the time the business entity submits the signed contract. Rules and filing instructions may be found on the Texas Ethics Commissions public website and additional instructions will be given by HHSC to successful Respondents.

### **6.4 GRANT APPLICATION DISCLOSURE**

In an effort to maximize state resources and reduce duplication of effort, HHSC, at its discretion, 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 medical or dental services to the Title V population.

## **6.5 AFFIRMATIONS AND CERTIFICATIONS**

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

- A. **Exhibit A: Affirmations and Solicitation Acceptance**
- B. **Exhibit C-1: Texas HHS System Data Use Agreement**
- C. **Exhibit C-2: Security and Privacy Inquiry (SPI) Form**
- D. **Exhibit D: Certification Regarding Lobbying**
- E. **Exhibit E: Assurances - Non-Construction Programs**
- F. **Exhibit F: Federal Funding Accountability and Transparency Act (FFATA) Certification**
- G. **Exhibit G: Exceptions and Assumptions Form**, if applicable.

## **6.6 HUB**

If a successful Respondent chooses to subcontract 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.

*The remainder of this page is intentionally left blank.*

## **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 Grantees.

#### **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 HHSC point of contact identified in **Section 3.4.1**.

#### **7.1.5 Additional Information**

By submitting an application, the Respondent grants HHSC 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 an application, a Respondent generally releases from liability and waives all claims against any party providing HHSC information about the Respondent. HHSC may take such information into consideration in evaluating applications.

## 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.

### **8.1 ORIGINAL SOLICITATION RESPONSE PACKAGE**

The Solicitation Package must include the "Original" Solicitation Response in **hard-copy** consisting of the forms described in detail below, each under separate cover but packaged together and clearly labeled "Original" on each.

#### **1. Administrative Information (Forms A through C)**

- Form A: Face Page
- Form B: Administrative Information
- Form C-1: Governmental Entity - Authorized Officials
- Form C-2: Nonprofit or For-Profit Entity - Board of Directors and Principal Officers

#### **2. Narrative Application Forms (Forms D through Q)**

##### **A. Forms to be completed by all Respondents (Forms D through I)**

- Form D: Respondent Background
- Form E: Assessment Narrative
- Form F: Respondent Site Readiness
- Form G: Title V Clinic Sites
- Form H: Title V Fee for Service Program Assurances
- Form I: Child Support Certification

##### **B. Forms to be completed by Respondents providing Child Health and/or Child Dental services (Forms J through M)**

- Form J: Title V Child Health and Child Dental Services, Texas Counties and Regions
- Form K: Contact Person Information – Title V Child Health Services
- Form L: Contact Person Information – Title V Child Dental Services
- Form M: Service Delivery Plan for Child Health & Child Dental Services

##### **C. Forms to be completed by Respondents providing Prenatal Medical and/or Prenatal Dental services (Forms N through Q)**

- Form N: Title V Prenatal Medical & Prenatal Dental Services, Texas Counties and Regions
- Form O: Contact Person Information – Title V Prenatal Medical Services

- Form P: Contact Person Information – Title V Prenatal Dental Services
- Form Q: Service Delivery Plan for Prenatal Medical & Prenatal Dental Services

**3. Expenditure Request and Performance Measures (Forms R-1 through S)**

- Form R-1: Title V Child Health & Dental Ceiling Request and Performance Measures
- Form R-2: Title V Prenatal Medical & Prenatal Dental Ceiling Request and Performance Measures
- Form S: Title V Subcontractor Information

**4. Exhibits**

- Exhibit A: Affirmations and Solicitation Acceptance
- Exhibit C-1: Texas HHS System Data Use Agreement
- Exhibit C-2: Security and Privacy Inquiry (SPI) Form
- Exhibit D: Certification Regarding Lobbying
- Exhibit E: Assurances - Non-Construction Programs
- Exhibit F: Federal Funding Accountability and Transparency Act (FFATA) Certification
- Exhibit G: Exceptions and Assumptions Form, if applicable

**8.2 COPIES OF SOLICITATION RESPONSE PACKAGE**

Respondent will provide the following number of **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.

- a. Five (5) Electronic copies of **Original Solicitation Response package.**
- b. Five (5) Electronic copies of **applicable exhibits.**

## **ARTICLE IX. LIST OF EXHIBITS AND FORMS**

### **9.1 EXHIBITS**

Exhibit A: Affirmations and Solicitation Acceptance  
Exhibit B: HHSC Uniform Terms and Conditions – Grant Version 2.16  
Exhibit C-1: Texas HHS System Data Use Agreement  
Exhibit C-2: Security and Privacy Inquiry (SPI) Form  
Exhibit D: Certification Regarding Lobbying  
Exhibit E: Assurances - Non-Construction Programs  
Exhibit F: Federal Funding Accountability and Transparency Act (FFATA) Certification  
Exhibit G: Exceptions and Assumptions Form  
Exhibit H: Evaluation Tool Template – Title V  
Exhibit I: HHSC Special Conditions  
Exhibit J: Fiscal Year 2017, Policies and Procedures Manual

### **9.2 FORMS**

Form A: Face Page  
Form B: Administrative Information  
Form C-1: Governmental Entity - Authorized Officials  
Form C-2: Nonprofit or For-Profit Entity - Board of Directors and Principal Officers  
Form D: Respondent Background  
Form E: Assessment Narrative  
Form F: Respondent Site Readiness  
Form G: Title V Clinic Sites  
Form H: Title V Fee for Service Program Assurances  
Form I: Child Support Certification  
Form J: Title V Child Health and Child Dental Services, Texas Counties and Regions  
Form K: Contact Person Information – Title V Child Health Services  
Form L: Contact Person Information – Title V Child Dental Services  
Form M: Service Delivery Plan for Child Health & Child Dental Services  
Form N: Title V Prenatal Medical & Prenatal Dental Services, Texas Counties and Regions  
Form O: Contact Person Information – Title V Prenatal Medical Services  
Form P: Contact Person Information – Title V Prenatal Dental Services  
Form Q: Service Delivery Plan for Prenatal Medical & Prenatal Dental Services  
Form R-1: Title V Child Health & Dental Ceiling Request and Performance Measures  
Form R-2: Title V Prenatal Medical & Prenatal Dental Ceiling Request and Performance Measures  
Form S: Title V Subcontractor Information

### **9.3 ATTACHMENTS**

Attachment A: Title V Services and Reimbursement Rates

**FORM A: FACE PAGE****Application for Financial Assistance**

This form requests basic information about the Respondent and project, including the signature of the authorized representative. The face page is the cover page of the application and must be completed in its entirety.

<b>RESPONDENT INFORMATION</b>			
1) LEGAL BUSINESS NAME:			
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):			
3) PAYEE Name and Mailing Address (if different from above):			
4) a. Federal Tax ID No. (9 digit), State of Texas Comptroller Vendor ID No. (14 digit) or Social Security Number (9 digit):			
4. b. DUNS Number			
<i>*The Respondent acknowledges, understands and agrees that the Respondent'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>			
5) Medicaid Provider Number:		OR	Date Medicaid Application Submitted & TMHP Ticket #:
6) TYPE OF ENTITY (check all that apply):			
<input type="checkbox"/>	City	<input type="checkbox"/>	Nonprofit Organization*
<input type="checkbox"/>	County	<input type="checkbox"/>	For Profit Organization*
<input type="checkbox"/>	Other Political Subdivision	<input type="checkbox"/>	HUB Certified
<input type="checkbox"/>	State Agency	<input type="checkbox"/>	Community-Based Organization
<input type="checkbox"/>	Indian Tribe	<input type="checkbox"/>	Minority Organization
<input type="checkbox"/>		<input type="checkbox"/>	Faith Based (Nonprofit Org)
<input type="checkbox"/>		<input type="checkbox"/>	Individual
<input type="checkbox"/>		<input type="checkbox"/>	FQHC
<input type="checkbox"/>		<input type="checkbox"/>	State Controlled Institution of Higher Learning
<input type="checkbox"/>		<input type="checkbox"/>	Hospital
<input type="checkbox"/>		<input type="checkbox"/>	Private
<input type="checkbox"/>		<input type="checkbox"/>	Other (specify):
<i>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</i>			
7) PROPOSED BUDGET PERIOD:		Start Date:	End Date:
8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).			
9) AMOUNT OF FUNDING REQUESTED		V-CH & CD: \$	
		V-PM & PD \$	
10) PROJECTED EXPENDITURES		\$	
Does Respondent's projected state or federal expenditures exceed \$500,000 for Respondent's current fiscal year (excluding amount requested in line 9 above)? **		11) PROJECT CONTACT PERSON	
Yes <input type="checkbox"/> No <input type="checkbox"/>		Name:	
		Phone:	
		Fax:	
		E-mail:	
**Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non-project-related HHSC funds.		12) FINANCIAL OFFICER	
		Name:	
		Phone:	
		Fax:	
		E-mail:	
The facts affirmed by me in this application are truthful and I warrant the Respondent is in compliance with the assurances and certifications contained in the application. 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 Respondent and I (the person signing below) am authorized to represent the Respondent.			
13) AUTHORIZED REPRESENTATIVE		14) SIGNATURE OF AUTHORIZED REPRESENTATIVE	
Name:			
Title:			
Phone:		15) DATE	
Fax:			

## FORM A: FACE PAGE INSTRUCTIONS

This form provides basic information about the Respondent and the proposed project with the Health and Human Services Commission ("HHSC"), including the signature of the authorized representative. It is the cover page of the application and is required to be completed. Signature affirms the facts contained in the Respondent's response are truthful and the Respondent is in compliance with the assurances and certifications contained in **Exhibit A: Affirmation 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 Respondent's application.

1. **LEGAL BUSINESS NAME** - Enter the legal name of the Respondent.
2. **MAILING ADDRESS INFORMATION** - Enter the Respondent's complete physical address and mailing address, city, county, state, and zip code.
3. **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with Respondent to receive payment for services rendered by Respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the Respondent. The PAYEE is the corporation, entity or vendor who will be receiving payments.
4. **A. FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). \*The Respondent acknowledges, understands and agrees the Respondent'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.  
**B. DUNS Number** - 9-digit Dun and Bradstreet Data Universal Numbering System ("DUNS") number. This number is required if receiving ANY federal funds band can be obtained at: <http://fe3d.gov.dnb.com/webform>
5. **MEDICAID PROVIDER NUMBER OR DATE MEDICAID APPLICATION SUBMITTED** – Enter the Medicaid provider number used by the organization to bill Medicaid. If the organization does not have a Medicaid number, enter the date an application was submitted to obtain a Medicaid number and TMPH Ticket #.
6. **TYPE OF ENTITY** - The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.
  - HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Comptroller's Texas Procurement and Support Services or another entity.
  - MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
  - If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.
7. **PROPOSED BUDGET PERIOD** - Enter the budget period for this application. Budget period is defined in the application
8. **COUNTIES SERVED BY PROJECT** – Check off counties to be served from the list of Texas counties provided (below) and include behind the Face Page per Title V funded service for which you are applying. **Complete Form J: Title V Child Health & Child Dental Services - Texas Counties and Regions and/or Form N: Title V Prenatal Medical & Prenatal Dental Services - Texas Counties and Regions.** Do not write counties on line 8. Do check the counties to be served on the counties list page.
9. **AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from HHSC for each type of funding requested. V-CH & CD (Child Health & Child Dental) amount must match the Grand Total of **Form R-1 Title V Child Health & Child Dental Ceiling Request and Performance Measures.** V-PM & PD (Prenatal Medical & Prenatal Dental) amount must match the Grand Total of **Form R-2: Title V Prenatal Medical & Prenatal Dental Ceiling Request and Performance Measures.**
10. **PROJECTED EXPENDITURES** - If Respondent's projected state or federal expenditures exceed \$500,000 for Respondent's current fiscal year, Respondent must arrange for a financial compliance audit (Single Audit).

11. **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and e-mail address of the person responsible for the proposed project.
12. **FINANCIAL OFFICER** - Enter the name, phone, fax, and e-mail address of the person responsible for the financial aspects of the proposed project.
13. **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the Respondent. Check the "Check if change" box if the authorized representative is different from previous submission to HHSC.
  
14. **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the Respondent must sign in this blank.
15. **DATE** - Enter the date the authorized representative signed this form.



## FORM B: ADMINISTRATIVE INFORMATION

*This form provides information regarding identification and contract history of the Respondent, 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 applications.**

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**Legal Business Name of Respondent:** \_\_\_\_\_

**1. The Respondent must attach the following information:**

**If a Governmental Entity**

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

**If a Nonprofit or For Profit Entity**

- 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.).
- Full names (last, first, middle), and addresses for each partner, officer, and director as well as the full names and addresses for each person who owns five percent (5%) or more of the stock if Respondent is a for-profit entity.

**2. Is Respondent a nonprofit organization?**

YES     NO

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

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

**FORM B: ADMINISTRATIVE INFORMATION** continued**Conflict of Interest and Contract History**

The Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this application. Examples of potential conflicts include an existing or potential business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with the Health and Human Services Commission (HHSC) or any other entity or person involved in any way in any project that is the subject of this application. Similarly, any existing or potential personal or business relationship between the Respondent, 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 application. If, following a review of this information, it is determined by HHSC that a conflict of interest exists, the Respondent may be disqualified from further consideration for the award of a contract.

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

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

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 HHSC for participating in the preparation of the specifications or documentation for this application participate financially with Respondent as a result of an award under this application?**

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 application 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 Respondent current or former employees of HHSC (within the last 24 months)?**

YES     NO

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

**FORM B: ADMINISTRATIVE INFORMATION** continued

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

YES  NO

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

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

YES  NO

10. Is Respondent or any member of Respondent'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 Respondent 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 application 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 §2155.006 and 2161.053?

YES  NO

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

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

YES  NO

If YES, please list the HHSC contract number and term

**FORM B: ADMINISTRATIVE INFORMATION** continued

**If NO, Respondent must be able to demonstrate fiscal solvency.** Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses and accompanying financial footnotes. If an organization does not have audited financial statements, submit a copy of the organization's most recent **IRS Form 990** and an explanation why an audited financial statement is not available. HHSC will review the documents that are submitted and may, at its sole discretion, reject the application on the grounds of the Respondent's financial capability.

**ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM B: ADMINISTRATIVE INFORMATION SHOULD BE INSERTED HERE.**

## FORM C-1: Governmental Entity - Authorized Officials

### Legal Business Name:

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

Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____	_____
Fax: _____	_____
E-mail: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____	_____
Fax: _____	_____
E-mail: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____	_____
Fax: _____	_____
E-mail: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____	_____
Fax: _____	_____
E-mail: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____	_____
Fax: _____	_____
E-mail: _____	_____

## FORM C-2: NONPROFIT OR FOR-PROFIT ENTITY - Board of Directors and Principal Officers

**Legal Business Name:** \_\_\_\_\_

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 (e.g. chairperson, president, vice-president, treasurer, etc.). In addition, if entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

<p>Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p>	<p>Mailing Address (incl. street, city, county, state, &amp; zip):                      _____                      _____                      _____                      _____                      _____</p>
<p>Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p>	<p>Mailing Address (incl. street, city, county, state, &amp; zip):                      _____                      _____                      _____                      _____                      _____</p>
<p>Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p>	<p>Mailing Address (incl. street, city, county, state, &amp; zip):                      _____                      _____                      _____                      _____                      _____</p>
<p>Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p>	<p>Mailing Address (incl. street, city, county, state, &amp; zip):                      _____                      _____                      _____                      _____                      _____</p>
<p>Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p>	<p>Mailing Address (incl. street, city, county, state, &amp; zip):                      _____                      _____                      _____                      _____                      _____</p>

### Board of Directors and Principal Officers (cont.)

Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____	_____
Fax: _____	_____
E-mail: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____	_____
Fax: _____	_____
E-mail: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____	_____
Fax: _____	_____
E-mail: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____	_____
Fax: _____	_____
E-mail: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____	_____
Fax: _____	_____
E-mail: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____	_____
Fax: _____	_____
E-mail: _____	_____

## FORM D: RESPONDENT BACKGROUND

### Legal Business

Name of

Respondent: \_\_\_\_\_

Respondent must provide a narrative description of its organization, staff, systems, and oversight structure (see RESPONDENT BACKGROUND GUIDELINES). Organizational charts, resumes/curriculum vitae, and job descriptions are to be placed following **Form D: Respondent Background** or at the end of the application and are not included in the page limit. A maximum of **two (2)** additional pages may be attached if needed for a total of three (3) pages.



## **FORM D: RESPONDENT BACKGROUND GUIDELINES**

**Respondent must provide a narrative description of its organization, staff, systems and oversight structure in response to the following items, numbering them as indicated:**

1. Provide an executive summary describing the organization's vision, mission and values statements, along with a description of how the board of directors is involved in the operations of the organization.
2. Describe past experience(s) providing Child Health, Child Dental, Prenatal Medical, and/or Prenatal Dental services. (Respondent only needs to address the Title V funded service or services for which they are applying.)
3. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the organization.
4. Provide a current organization chart and the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), Dental Director licensed to practice dentistry in Texas (including his/her State of Texas Dental License Number), and Clinical/Program Director. The organization chart must include the appropriate oversight structure (e.g., Board, City Council, County Commissioners, etc.), CEO, CFO, Medical Director, Dental Director and a staffing structure that will support service provision. On the chart, identify the staff who manages clinic operations.
5. Provide job descriptions for the following key employees, i.e., Medical Director, Dental Director, Clinical/Program Director, eligibility and billing staff, and clinicians.

## FORM E: ASSESSMENT NARRATIVE

**Legal Business**

**Name of**

**Respondent:** \_\_\_\_\_

Respondent must provide a narrative description addressing each of the assessment items (see ASSESSMENT NARRATIVE GUIDELINES) associated with the services proposed in this application. A maximum of **four** (4) additional pages may be attached if needed for a total of five (5) pages.

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## **FORM E: ASSESSMENT NARRATIVE GUIDELINES**

Specifically address each of the assessment items listed below associated with the services proposed in this application, numbering them as indicated. Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form.

1. Provide brief synopsis of the community as a whole describing in general:
  - a. Geographic boundaries (urban or rural, physical environment);
  - b. General demographic data (age, gender, ethnicity, etc.);
  - c. General socioeconomic data (per capita income, poverty levels, uninsured/underinsured, unemployment, occupational data, etc.); and
  - d. General description of community-wide health status (e.g., low birth weight, obesity of children, adolescents and pregnant women, immunization rate, and morbidity/mortality statistics).
  
2. Describe the target population(s) including:
  - a. Geographic service area;
  - b. Characteristics of target population (including demographic and socioeconomic data specific to each population);
  - c. Target population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
  - d. Current population served (characteristics, population data, numbers of Clients served, types and numbers of services provided).
  
3. Describe gaps in resources and potential barriers to improving health status.
  
4. Are there any other characteristics of the populations(s) you propose to serve or of the proposed service area(s) which make Title V support particularly important?

**FORM F: RESPONDENT SITE READINESS****Legal Business****Name of****Respondent:** \_\_\_\_\_

Appropriate signage to identify funded entity.	<input type="checkbox"/>	Y	<input type="checkbox"/>	N
Space for clinical and administrative staff.	<input type="checkbox"/>	Y	<input type="checkbox"/>	N
Data and financial management systems, including secure confidential data storage.				
Computer systems with following minimum functionality:				
• Internet - minimum Internet Explorer (IE) 10; recommend IE 11 or newer	<input type="checkbox"/>	Y	<input type="checkbox"/>	N
• Microsoft Office minimum 2010 Office Suite; recommended 2013 Office Suite	<input type="checkbox"/>	Y	<input type="checkbox"/>	N
• Email Client	<input type="checkbox"/>	Y	<input type="checkbox"/>	N
Locked storage for charts, records, medications and medical supplies	<input type="checkbox"/>	Y	<input type="checkbox"/>	N
Proper disposal for medical waste	<input type="checkbox"/>	Y	<input type="checkbox"/>	N
CLIA certification for level of tests performed	<input type="checkbox"/>	Y	<input type="checkbox"/>	N
Handicap-accessible clinic sites that are geographically close to target population	<input type="checkbox"/>	Y	<input type="checkbox"/>	N
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for Clients to wait.	<input type="checkbox"/>	Y	<input type="checkbox"/>	N
Appropriate use of interpreter services and language translation (including resources for both).	<input type="checkbox"/>	Y	<input type="checkbox"/>	N
Compliance with Americans with Disabilities Act ("ADA") requirements	<input type="checkbox"/>	Y	<input type="checkbox"/>	N
Extended hours and weekend hours for delivery of services, as appropriate.	<input type="checkbox"/>	Y	<input type="checkbox"/>	N

**FORM G: TITLE V CLINIC SITES**  
**COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE**

Legal Business Name of Respondent:	Clinic Site # ___ of ___
------------------------------------	--------------------------

**CLINIC SITE INFORMATION:**

Service Area (counties to be served by this clinic site):											
Funding Sources Used to Support this Clinic:		<input type="checkbox"/>	BCCS	<input type="checkbox"/>	FP	<input type="checkbox"/>	PHC	<input type="checkbox"/>	Epilepsy	<input type="checkbox"/>	WIC
		<input type="checkbox"/>	FQHC	<input type="checkbox"/>	FQHC Look-alike	<input type="checkbox"/>	Open Extended Hours				
		<input type="checkbox"/>	V - Child Health	<input type="checkbox"/>	V - Prenatal Medical						
		<input type="checkbox"/>	V-Child Dental	<input type="checkbox"/>	V - Prenatal Dental						
Subcontractor Site:		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No						
Clinic Name to Appear on Website Locator:											
Contact Person:						Phone:					
Location of Site:						Fax:					
Street Address:											
City:		County:			Zip Code:		HHSC Region:				
Pharmacy License #:			TPI #:			NPI#:					

**CLINIC HOURS AND SERVICES:**

DAY	HOURS OF OPERATION	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning		
	Afternoon		
	Evening (After 5 PM)		
TUESDAY	Morning		
	Afternoon		
	Evening (After 5 PM)		
WEDNESDAY	Morning		
	Afternoon		
	Evening (After 5 PM)		
THURSDAY	Morning		
	Afternoon		
	Evening (After 5 PM)		
FRIDAY	Morning		
	Afternoon		
	Evening (After 5 PM)		
SATURDAY	Morning		
	Afternoon		
	Evening (After 5 PM)		
SUNDAY	Morning		
	Afternoon		
	Evening (After 5 PM)		
<b>TOTAL HOURS/MONTH</b>		<b>TOTAL # CLINICS PER MONTH</b>	

**PROGRAM SPECIFICS:**

<b>Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services</b>			
<input type="checkbox"/>	Appointment scheduling on site	<input type="checkbox"/>	Site does client intake and/or eligibility determination
<input type="checkbox"/>	Child Health services provided on site	<input type="checkbox"/>	Prenatal Medical services provided on site
<input type="checkbox"/>	Child/Adolescent Dental services provided on site	<input type="checkbox"/>	Prenatal Dental services provided on site
<input type="checkbox"/>	Enrolled as a Texas Health Steps Provider	<input type="checkbox"/>	Enrolled as a CHIP Provider

## FORM G: CLINIC SITE FORM INSTRUCTIONS

**Complete a separate Clinic Site Form for each clinic site.** Information provided on clinic site forms is used to update HHSC websites and public databases, therefore, each clinic form must contain current and accurate information.

Legal Name of Respondent	Respondent's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
<b>CLINIC SITE INFORMATION:</b>	
Service Area	List counties <u>served by that specific clinic site</u> , NOT all counties served by the whole project.
Funding Sources Used to Support this Clinic	From the sources listed, check all sources of funds used to support that specific clinic site.
Subcontractor Site	For each clinic site, indicate whether that particular site is subcontracted by the Respondent to another entity for the provision of services.
Clinic Name to Appear on Website Locator	State the name of the clinic as it will appear on the HHSC website locator. (The name should be recognizable to Clients.)
Contact Person	Name of contact person for that clinic site.
Phone	Phone number for the clinic.
Location of Site	Clinic location (e.g., Texas Medical Center/Smith Tower)
Fax	Fax number for the clinic.
Street Address	Physical address of clinic.
City/County/Zip Code	City, county and zip code of clinic.
HHSC region	HHSC Region where clinic is located.
Pharmacy License #	Pharmacy license number for the clinic (if applicable); otherwise put N/A for Not Applicable.
TPI#	Texas Provider Identifier # for the clinic (if applicable), otherwise N/A.
NPI#	National Provider Identifier # for the clinic (if applicable), or N/A.
<b>CLINIC HOURS AND SERVICES:</b>	
Hours of Operation	List the operating hours of each clinic site for each day of the week broken into morning (e.g., 8:00 a.m. – Noon), afternoon (e.g. 12:01 p.m. – 5:00 p.m.), and evening hours (e.g., 5:01 p.m. – 8:00 p.m.). Indicate days of the week when the clinic is closed (e.g. Tuesday – closed).
Services Provided/Clinic Type	List the type of services provided or type of clinic for each day of the week. For example, Monday = child health clinic, Wednesday = dental clinic, etc. <b>Legend</b> -C-child health, CD-child dental, PM-prenatal medical, PD-prenatal dental.
# Monthly Clinics	List the total number of clinics each month by the day of the week, e.g., Monday = 4 clinics per month; Tuesday = 0 clinics per month, etc.
Total Hours/Month	List the total number of hours of operation per month for each clinic site (e.g., Clinic Site 1 = 128 hours per month; Clinic Site 2 = 160 hours per month, etc.)
Total # Clinics Per Month	List the total number of clinics held per month per clinic site (e.g., Clinic Site 1 = 16, Clinic Site 2 = 20, etc.)

### PROGRAM SPECIFICS:

This section of the clinic site form includes questions related to specific HHSC programs. Check the appropriate boxes to indicate what specific services are provided at each clinic site. Services generally vary between clinic sites, so it is essential that accurate service information is reported by Respondent in order for HHSC to appropriately monitor services provided. *Important: Any changes in clinic information, including programmatic or operational changes, must be reported in writing to the appropriate HHSC Contract Manager in a timely manner.*

## **FORM H: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES**

**Legal Business Name of  
Respondent:** \_\_\_\_\_

As the duly authorized representative of the Respondent, I certify that the Respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Health and Human Services Commission ("HHSC") which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.
2. Conduct Title V activities as outlined in Respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.
3. Return 100% of any generated program income to the Title V program that generated the funds.
4. Provide services regardless of client's inability to pay.
5. Continue to serve existing Title V eligible Clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.
6. Screen and refer Clients for Medicaid, CHIP, or other medical services assistance programs, and refer Clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.
7. Provide HHSC with access to all data gathered or generated.
8. Agree to share data/information generated by the project, within constraints of confidentiality, with HHSC, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.
9. Grant HHSC rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.
10. Make available for HHSC review, all promotional materials/media to be disseminated in conjunction with this Title V project.
11. Comply with all applicable Title V policies, procedures, and regulations.

12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA") established standards for protection of client privacy.
13. Establish orientation and in-service training plan for all project personnel for skills development and/or continuing education based on an assessment of training needs.
14. Ensure that Title V services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.
15. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.
16. Ensure that all registered nurses ("RNs") who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps module entitled "Overview of Best Practices and Children's Services" within 90 days of contract execution, and that RNs hired after contract execution complete the module within 90 days of hire.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**FORM I: CHILD SUPPORT CERTIFICATION**  
**(Required for all Respondents EXCEPT Nonprofit and Governmental Entities)**

**Child Support Certification**

The Texas Family Code, §231.006, places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

- An individual or sole proprietor, or
- A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

- (A) Printed Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_
- (B) Printed Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

3. Under the Texas Family Code, §231.006, the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

- 4. Printed Name of Contractor: \_\_\_\_\_
- Printed Name of Authorized Representative: \_\_\_\_\_
- Signing this Certification: \_\_\_\_\_
- Signature of Authorized Representative: \_\_\_\_\_
- Date: \_\_\_\_\_

## **FORM I: CHILD SUPPORT CERTIFICATION GUIDELINES**

Form I is required by Texas Family Code, §231.006, and is designed to certify that anyone applying for funds under this application is not a child support obligor (a person who is more than 30 days delinquent).

This form is applicable to for-profit corporations, sole proprietors, individuals and partnerships. This form is NOT applicable to Governmental entities and non-profit corporations. These types of entities do not need to complete the form.

## FORM J: Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent: \_\_\_\_\_

**COUNTIES SERVED BY PROJECT** - This list is provided for item 8, **Form A: Face Page.**

Counties	<input type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	9/10	Schleicher	<input type="checkbox"/>	9/10
Anderson	<input type="checkbox"/>	4/5N	Culberson	<input type="checkbox"/>	9/10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	9/10	Scurry	<input type="checkbox"/>	2/3
Andrews	<input type="checkbox"/>	9/10	<b>-D-</b>			Henderson	<input type="checkbox"/>	4/5N	Matagorda	<input type="checkbox"/>	6/5S	Shackelford	<input type="checkbox"/>	2/3
Angelina	<input type="checkbox"/>	4/5N	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	4/5N
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	2/3	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	9/10	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	2/3	Dawson	<input type="checkbox"/>	9/10	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	4/5N
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	2/3	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	2/3
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	4/5N	Hopkins	<input type="checkbox"/>	4/5N	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	6/5S	Denton	<input type="checkbox"/>	2/3	Houston	<input type="checkbox"/>	4/5N	Menard	<input type="checkbox"/>	9/10	Stephens	<input type="checkbox"/>	2/3
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	9/10	Midland	<input type="checkbox"/>	9/10	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	9/10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	2/3
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	2/3	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	9/10
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	2/3	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	2/3	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	2/3	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	9/10	Montgomery	<input type="checkbox"/>	6/5S	Tarrant	<input type="checkbox"/>	2/3
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	2/3	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	2/3
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	9/10	Jack	<input type="checkbox"/>	2/3	Morris	<input type="checkbox"/>	4/5N	Terrell	<input type="checkbox"/>	9/10
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	9/10	Ellis	<input type="checkbox"/>	2/3	Jasper	<input type="checkbox"/>	4/5N	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	2/3
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	9/10	Jeff Davis	<input type="checkbox"/>	9/10	Nacogdoches	<input type="checkbox"/>	4/5N	Titus	<input type="checkbox"/>	4/5N
Bowie	<input type="checkbox"/>	4/5N	Erath	<input type="checkbox"/>	2/3	Jefferson	<input type="checkbox"/>	6/5S	Navarro	<input type="checkbox"/>	2/3	Tom Green	<input type="checkbox"/>	9/10
Brazoria	<input type="checkbox"/>	6/5S	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	4/5N	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	2/3	Trinity	<input type="checkbox"/>	4/5N
Brewster	<input type="checkbox"/>	9/10	Fannin	<input type="checkbox"/>	2/3	Johnson	<input type="checkbox"/>	2/3	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	4/5N
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	2/3	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	2/3	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	4/5N
Brown	<input type="checkbox"/>	2/3	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	9/10
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	2/3	Kaufman	<input type="checkbox"/>	2/3	Orange	<input type="checkbox"/>	6/5S	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	6/5S	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	4/5N	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	2/3	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	2/3	Panola	<input type="checkbox"/>	4/5N	Van Zandt	<input type="checkbox"/>	4/5N
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	2/3	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	2/3	<b>-G-</b>			Kimble	<input type="checkbox"/>	9/10	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	9/10	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	9/10	Walker	<input type="checkbox"/>	6/5S
Camp	<input type="checkbox"/>	4/5N	Galveston	<input type="checkbox"/>	6/5S	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	4/5N	Waller	<input type="checkbox"/>	6/5S
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	9/10
Cass	<input type="checkbox"/>	4/5N	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	2/3	Presidio	<input type="checkbox"/>	9/10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	9/10	<b>-L-</b>			<b>-R-</b>			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	6/5S	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	4/5N	Rains	<input type="checkbox"/>	4/5N	Wharton	<input type="checkbox"/>	6/5S
Cherokee	<input type="checkbox"/>	4/5N	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	9/10	Wichita	<input type="checkbox"/>	2/3
Clay	<input type="checkbox"/>	2/3	Grayson	<input type="checkbox"/>	2/3	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	2/3
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	4/5N	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	4/5N	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	9/10	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	9/10	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	2/3	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	2/3	<b>-H-</b>			Liberty	<input type="checkbox"/>	6/5S	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	9/10
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	2/3
Colorado	<input type="checkbox"/>	6/5S	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	2/3	Wood	<input type="checkbox"/>	4/5N
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	2/3	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	2/3	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	4/5N	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	9/10	Hardeman	<input type="checkbox"/>	2/3	Loving	<input type="checkbox"/>	9/10	<b>-S-</b>			Young	<input type="checkbox"/>	2/3
Cooke	<input type="checkbox"/>	2/3	Hardin	<input type="checkbox"/>	6/5S	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	4/5N	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	6/5S	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	4/5N	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	2/3	Harrison	<input type="checkbox"/>	4/5N	<b>-M-</b>			San Jacinto	<input type="checkbox"/>	4/5N	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	9/10	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	9/10	Haskell	<input type="checkbox"/>	2/3	Marion	<input type="checkbox"/>	4/5N	San Saba	<input type="checkbox"/>	07			

## FORM K: CONTACT PERSON INFORMATION TITLE V CHILD HEALTH SERVICES

**Legal Business Name  
of Respondent:** \_\_\_\_\_

*This form provides information about the appropriate contacts in the Respondent's organization in addition to those on **FORM A: FACE PAGE**. If any of the following information changes during the term of the contract, please send written notification to the Contract Manager.*

<b>Executive Director:</b> Title: _____ Phone: _____ Fax: _____ E-mail: _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____ _____ _____ _____
<b>Medical Director:</b> Title: _____ Phone: _____ Fax: _____ E-mail: _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____ _____ _____ _____
<b>Program Coordinator:</b> Title: _____ Phone: _____ Fax: _____ E-mail: _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____ _____ _____ _____
<b>Financial Officer:</b> Title: _____ Phone: _____ Fax: _____ E-mail: _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____ _____ _____ _____
<b>Quality Assurance Contact:</b> Title: _____ Phone: _____ Fax: _____ E-mail: _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____ _____ _____ _____
<b>Public Information Contact*:</b> Title: _____ Phone: _____ Fax: _____ E-mail: _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____ _____ _____ _____

\*Will be provided as referral information to the public by 2-1-1, the HHSC website, and other health information resources.

## FORM L: CONTACT PERSON INFORMATION TITLE V CHILD DENTAL SERVICES

**Legal Business Name  
of Respondent:** \_\_\_\_\_

*This form provides information about the appropriate contacts in the Respondent's organization in addition to those on **FORM A: FACE PAGE**. If any of the following information changes during the term of the contract, please send written notification to the Contract Manager.*

<b>Executive Director:</b> _____ Title: _____ Phone: _____ Fax: _____ E-mail: _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____ _____ _____ _____
<b>Dental Director:</b> _____ Title: _____ Phone: _____ Fax: _____ E-mail: _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____ _____ _____ _____
<b>Program Coordinator:</b> _____ Title: _____ Phone: _____ Fax: _____ E-mail: _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____ _____ _____ _____
<b>Financial Officer:</b> _____ Title: _____ Phone: _____ Fax: _____ E-mail: _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____ _____ _____ _____
<b>Quality Assurance Contact:</b> _____ Title: _____ Phone: _____ Fax: _____ E-mail: _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____ _____ _____ _____
<b>Public Information Contact*:</b> _____ Title: _____ Phone: _____ Fax: _____ E-mail: _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b> _____ _____ _____ _____

\*Will be provided as referral information to the public by 2-1-1, the HHSC website, and other health information resources.

## **FORM M: SERVICE DELIVERY PLAN FOR CHILD HEALTH & CHILD DENTAL SERVICES**

**Legal Business Name of Respondent:** \_\_\_\_\_

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this application. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

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## **FORM M: SERVICE DELIVERY PLAN FOR CHILD HEALTH & CHILD DENTAL SERVICES GUIDELINES**

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from Respondent's operating policies and procedures manual. The service delivery plan must:

1. Summarize the proposed **child health and/or child dental** services. Also, address if and how the Respondent will serve individuals from counties outside the stated service area.
2. Describe service delivery systems, workforce (attach organization chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the Respondent's outreach and information efforts.
3. Describe the process of assessing client risk factors associated with family violence, substance abuse, and mental health needs.
4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure Clients are referred to other appropriate community resources, as needed.
5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).
6. If Respondent plans to subcontract any Title V reimbursable services, describe:
  - Experience subcontracting with other agencies/providers;
  - Experience performing program monitoring of subcontractors; and
  - Experience providing technical assistance to subcontractors.
7. Describe internal Quality Assurance/Quality Improvement ("QA/QI") process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
  - Role of the QA/QI Committee;
  - Medical and/or Dental Director's involvement in the QA/QI activities;
  - Activities utilized to identify trends of needed improvement and the frequency of those activities;
  - Activities to ensure correction and follow-up to findings identified;
  - Utilization and frequency of client satisfaction surveys;
  - System utilized to identify and monitor adverse outcomes;
  - Process for identifying performance and outcome measures; and
  - Process utilized to develop protocols and Standing Delegation Orders.

# FORM N: Title V Prenatal Medical & Prenatal Dental Services

## Texas Counties and Regions

**COUNTIES SERVED BY PROJECT** - This list is provided for item 8, **Form A: Face Page.**

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	9/10	Schleicher	<input type="checkbox"/>	9/10
Anderson	<input type="checkbox"/>	4/5N	Culberson	<input type="checkbox"/>	9/10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	9/10	Scurry	<input type="checkbox"/>	2/3
Andrews	<input type="checkbox"/>	9/10	<b>-D-</b>			Henderson	<input type="checkbox"/>	4/5N	Matagorda	<input type="checkbox"/>	6/5S	Shackelford	<input type="checkbox"/>	2/3
Angelina	<input type="checkbox"/>	4/5N	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	4/5N
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	2/3	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	9/10	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	2/3	Dawson	<input type="checkbox"/>	9/10	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	4/5N
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	2/3	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	2/3
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	4/5N	Hopkins	<input type="checkbox"/>	4/5N	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	6/5S	Denton	<input type="checkbox"/>	2/3	Houston	<input type="checkbox"/>	4/5N	Menard	<input type="checkbox"/>	9/10	Stephens	<input type="checkbox"/>	2/3
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	9/10	Midland	<input type="checkbox"/>	9/10	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	9/10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	2/3
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	2/3	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	9/10
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	2/3	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	2/3	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	2/3	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	9/10	Montgomery	<input type="checkbox"/>	6/5S	Tarrant	<input type="checkbox"/>	2/3
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	2/3	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	2/3
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	9/10	Jack	<input type="checkbox"/>	2/3	Morris	<input type="checkbox"/>	4/5N	Terrell	<input type="checkbox"/>	9/10
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	9/10	Ellis	<input type="checkbox"/>	2/3	Jasper	<input type="checkbox"/>	4/5N	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	2/3
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	9/10	Jeff Davis	<input type="checkbox"/>	9/10	Nacogdoches	<input type="checkbox"/>	4/5N	Titus	<input type="checkbox"/>	4/5N
Bowie	<input type="checkbox"/>	4/5N	Erath	<input type="checkbox"/>	2/3	Jefferson	<input type="checkbox"/>	6/5S	Navarro	<input type="checkbox"/>	2/3	Tom Green	<input type="checkbox"/>	9/10
Brazoria	<input type="checkbox"/>	6/5S	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	4/5N	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	2/3	Trinity	<input type="checkbox"/>	4/5N
Brewster	<input type="checkbox"/>	9/10	Fannin	<input type="checkbox"/>	2/3	Johnson	<input type="checkbox"/>	2/3	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	4/5N
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	2/3	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	2/3	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	4/5N
Brown	<input type="checkbox"/>	2/3	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	9/10
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	2/3	Kaufman	<input type="checkbox"/>	2/3	Orange	<input type="checkbox"/>	6/5S	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	6/5S	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	4/5N	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	2/3	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	2/3	Panola	<input type="checkbox"/>	4/5N	Van Zandt	<input type="checkbox"/>	4/5N
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	2/3	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	2/3	<b>-G-</b>			Kimble	<input type="checkbox"/>	9/10	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	9/10	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	9/10	Walker	<input type="checkbox"/>	6/5S
Camp	<input type="checkbox"/>	4/5N	Galveston	<input type="checkbox"/>	6/5S	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	4/5N	Waller	<input type="checkbox"/>	6/5S
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	9/10
Cass	<input type="checkbox"/>	4/5N	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	2/3	Presidio	<input type="checkbox"/>	9/10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	9/10	<b>-L-</b>			<b>-R-</b>			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	6/5S	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	4/5N	Rains	<input type="checkbox"/>	4/5N	Wharton	<input type="checkbox"/>	6/5S
Cherokee	<input type="checkbox"/>	4/5N	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	9/10	Wichita	<input type="checkbox"/>	2/3
Clay	<input type="checkbox"/>	2/3	Grayson	<input type="checkbox"/>	2/3	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	2/3
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	4/5N	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	4/5N	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	9/10	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	9/10	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	2/3	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	2/3	<b>-H-</b>			Liberty	<input type="checkbox"/>	6/5S	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	9/10
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	2/3
Colorado	<input type="checkbox"/>	6/5S	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	2/3	Wood	<input type="checkbox"/>	4/5N
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	2/3	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	2/3	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	4/5N	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	9/10	Hardeman	<input type="checkbox"/>	2/3	Loving	<input type="checkbox"/>	9/10	<b>-S-</b>			Young	<input type="checkbox"/>	2/3
Cooke	<input type="checkbox"/>	2/3	Hardin	<input type="checkbox"/>	6/5S	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	4/5N	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	6/5S	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	4/5N	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	2/3	Harrison	<input type="checkbox"/>	4/5N	<b>-M-</b>			San Jacinto	<input type="checkbox"/>	4/5N	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	9/10	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	9/10	Haskell	<input type="checkbox"/>	2/3	Marion	<input type="checkbox"/>	4/5N	San Saba	<input type="checkbox"/>	07			



## FORM O: CONTACT PERSON INFORMATION TITLE V PRENATAL MEDICAL SERVICES

**Legal Business Name  
of Respondent:** \_\_\_\_\_

*This form provides information about the appropriate contacts in the Respondent's organization in addition to those on **FORM A: FACE PAGE**. If any of the following information changes during the term of the contract, please send written notification to the Contract Manager.*

<p><b>Executive Director:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Phone:</b> _____</p> <p><b>Fax:</b> _____</p> <p><b>E-mail:</b> _____</p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>Medical Director:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Phone:</b> _____</p> <p><b>Fax:</b> _____</p> <p><b>E-mail:</b> _____</p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>Program Coordinator:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Phone:</b> _____</p> <p><b>Fax:</b> _____</p> <p><b>E-mail:</b> _____</p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>Financial Officer:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Phone:</b> _____</p> <p><b>Fax:</b> _____</p> <p><b>E-mail:</b> _____</p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>Quality Assurance Contact:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Phone:</b> _____</p> <p><b>Fax:</b> _____</p> <p><b>E-mail:</b> _____</p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>Public Information Contact*:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Phone:</b> _____</p> <p><b>Fax:</b> _____</p> <p><b>E-mail:</b> _____</p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

\*Will be provided as referral information to the public by 2-1-1, the HHSC website, and other health information resources.

## FORM P: CONTACT PERSON INFORMATION TITLE V PRENATAL DENTAL SERVICES

**Legal Business Name  
of Respondent:** \_\_\_\_\_

*This form provides information about the appropriate contacts in the Respondent's organization in addition to those on **FORM A: FACE PAGE**. If any of the following information changes during the term of the contract, please send written notification to the Contract Manager.*

<p><b>Executive Director:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Phone:</b> _____</p> <p><b>Fax:</b> _____</p> <p><b>E-mail:</b> _____</p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>Dental Director:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Phone:</b> _____</p> <p><b>Fax:</b> _____</p> <p><b>E-mail:</b> _____</p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>Program Coordinator:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Phone:</b> _____</p> <p><b>Fax:</b> _____</p> <p><b>E-mail:</b> _____</p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>Financial Officer:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Phone:</b> _____</p> <p><b>Fax:</b> _____</p> <p><b>E-mail:</b> _____</p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>Quality Assurance Contact:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Phone:</b> _____</p> <p><b>Fax:</b> _____</p> <p><b>E-mail:</b> _____</p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>Public Information Contact*:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Phone:</b> _____</p> <p><b>Fax:</b> _____</p> <p><b>E-mail:</b> _____</p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

## **FORM Q: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES**

**Legal Business Name of Respondent:** \_\_\_\_\_

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this application. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

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## **FORM Q: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES GUIDELINES**

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from Respondent's operating and procedures manual. The service delivery plan must:

1. Summarize the proposed **prenatal medical and/or prenatal dental** services and how Respondent will assist patient with the CHIP Perinatal Program application process. Also, address if and how the Respondent will serve individuals from counties outside the stated service area.
2. Describe delivery systems, workforce (attach organizational chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the Respondent's outreach and information efforts.
3. Describe process of assessing risk factors associated with family violence, substance abuse and mental health needs.
4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure Clients are referred to other appropriate community resources, as needed.
5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).
6. If Respondent plans to subcontract out any Title V reimbursable services, describe:
  - Experience subcontracting with other agencies/providers;
  - Experience performing program monitoring of subcontractors; and
  - Experience providing technical assistance to subcontractors.
7. Describe internal Quality Assurance/Quality Improvement ("QA/QI") process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
  - Role of the QA/QI Committee;
  - Medical and/or Dental Director's involvement in the QA/QI activities;

- Activities utilized to identify trends of needed improvement and the frequency of those activities;
- Activities to ensure correction and follow-up to findings identified;
- Utilization and frequency of client satisfaction surveys;
- System utilized to identify and monitor adverse outcomes;
- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders

## FORM R-1: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of  
Respondent: \_\_\_\_\_

This page should reflect all services projected to be delivered during the contract period for those services categories described in your Service Delivery Plan and for which you intend to bill and expect to be paid (See **Form R-1: Title V Child Health and Dental Ceiling Request and Performance Measures Guidelines**).

If you provide services in counties located in different HHSC regions, complete a separate form for each HHSC Region. Do not complete a form for each county.

<b>FY20 PROJECTED <u>Estimated Number of Unduplicated Clients</u></b>		
HSR: <input type="checkbox"/> 1 <input type="checkbox"/> 2/3 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11	Infants 0-11 months Children & Adolescents 1-21 years	
	<u>Number of Clients*</u>	<u>Total \$ Amount for all services provided</u>
Child Health (include costs for laboratory and case management)		\$
Child Dental		\$
GRAND TOTAL** Number of Clients and Dollars Requested		
Title V Case Management for Children and Pregnant Woman ("TV CPW")	Currently a provider and interested in continuing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Not currently a provider, but am interested in applying: <input type="checkbox"/> Yes <input type="checkbox"/> No

\*Note to contractors, the projected Number of Unduplicated Clients is subject to change depending on funding provided.

\*\*Grand Total amount must match amount requested on Form A: Face Page, #9.

## **FORM R-1: TITLE V CHILD HEALTH AND CHILD DENTAL CEILING REQUEST AND PERFORMANCE MEASURES GUIDELINES**

FORM R-1 must be used for Title V proposed child health and dental services only. The form reflects the estimated unduplicated number of the Title V child health and/or child dental eligible Clients the Respondent proposes to serve, and the total amount estimated to be billed to the Title V Child Health & Child Dental Services program. Complete a separate FORM R-1 for each Health Service Region in which services will be provided.

### **Steps to complete form:**

1. Identify the Health Service Region ("HSR") in the first column, row 1.
2. For Child Health, enter the projected number of unduplicated Clients to be served and the corresponding dollar amounts.
3. For Child Dental enter the projected number of unduplicated Clients to be served and the corresponding dollar amounts.
4. Enter the Grand Total number of Clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Child Health & Child Dental Services on **FORM A: FACE PAGE, #9.**
5. Concerning Title V Case Management for Children and Pregnant Women ("Title V CPW"), indicate if the Respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No". If the Respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

See Attachment A: Title V Services and Reimbursement Rates on page 69 of the solicitation.

## FORM R-2: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: \_\_\_\_\_

This page should reflect all services projected to be delivered during the contract period for those services categories described in your Service Delivery Plan and for which you intend to bill and expect to be paid (See **Form R-2: Title V Prenatal Medical & Prenatal Dental Ceiling Request and Performance Measures Guidelines**).

If you provide services in counties located in different HHSC regions, complete a separate form for each HHSC Region. Do not complete a form for each county.

<b>FY20 PROJECTED <u>Estimated Number of Unduplicated Clients</u></b>		
HSR: <input type="checkbox"/> 1 <input type="checkbox"/> 2/3 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11	Pregnant Women	
	<u>Number of Clients*</u>	<u>Total \$ Amount for all services provided</u>
Prenatal Medical (include costs for laboratory and case management)		\$
Prenatal Dental		\$
GRAND TOTAL** Number of Clients and Dollars Requested		
Title V Case Management for Children and Pregnant Woman ("TV CPW")	Currently a provider and interested in continuing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Not currently a provider, but am interested in applying: <input type="checkbox"/> Yes <input type="checkbox"/> No

\*Note to contractors, the projected Number of Unduplicated Clients is subject to change depending on funding provided.

\*\*Grand Total amount must match amount requested on Form A: Face Page, #9.



## **FORM R-2: TITLE V PRENATAL MEDICAL AND PRENATAL DENTAL CEILING REQUEST AND PERFORMANCE MEASURES GUIDELINES**

FORM R-2 must be used for Title V proposed prenatal medical and prenatal dental services only. The form reflects the estimated unduplicated number of Title V prenatal medical and/or prenatal dental eligible Clients the Respondent proposes to serve and the total amount estimated to be billed to the Title V Prenatal Medical Services program. Complete a separate FORM R-2 for each Health Service Region ("HSR") in which services will be provided.

### **Steps to complete form:**

1. Identify the Health Service Region ("HSR") in the first column, row 1.
2. For Prenatal Medical services, enter the projected number of unduplicated Clients to be served and the corresponding dollar amounts.
3. For Prenatal Dental service enter the projected number of unduplicated Clients to be served and the corresponding dollar amounts.
4. Enter the Grand Total number of Clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Prenatal Medical & Prenatal Dental Services on **FORM A: FACE PAGE, #9.**
5. Concerning Title V Case Management for Children and Pregnant Women ("Title V CPW"), indicate if the Respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No". If the Respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

See Attachment A: Title V Services and Reimbursement Rates on page 69 of the solicitation.

## FORM S: Title V Subcontractor Information

**Complete a separate Title V Subcontractor Information Form for each subcontractor.** Please provide the following information on the subcontractor(s) that provide direct services to HHSC Title V Clients. A subcontractor is one who does all or part of the work required in the original contract. The contractor would reimburse the subcontractor for the services provided with the reimbursement rate or agreed amount.

**This form is not applicable because we do not subcontract Title V services.**

Subcontractor Name:
<b>Contactor Name:</b>
<b>Subcontractor's Physical Address:</b> (include street, city, county, state, Zip)
<b>Subcontractor's Mailing Address:</b> (include street, city, county, state, Zip)
Phone:
Fax:
Contact Email:

## **ATTACHMENT A: TITLE V SERVICES AND REIMBURSEMENT RATES**

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the application.

These worksheets are posted at <http://www.dshs.state.tx.us/chscontracts/default.shtm>.

These Title V rate worksheets are included for informational purposes in order to assist Respondents in completing **Form R-1: Title V Child Health & Child Dental Ceiling Request and Performance Measures** and **Form R-2: Title V Prenatal Medical & Prenatal Dental Ceiling Request and Performance Measures**.

***The worksheet should not be returned with the application response.***

Attachment J  
HHSC Special Conditions



# TEXAS

## Health and Human Services

**Health and Human Services Commission**  
**Special Conditions**  
**Version 1.1**

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        (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, subcontractor or volunteer that is providing services under this Contract has: ..... 4

        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 ..... 4

        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. .... 4

        (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..... 4

    Section 5.02 Notice of IRS or TWC Insolvency..... 4

    Section 5.03 Disaster Services..... 4

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## HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions – Version 2.14

### **Article I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Grantee Agents”** means Grantee’s representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Item of Noncompliance”** means Grantee’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section Section 4.01 of these Special Conditions.

**“Confidential System Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in aData Use Agreement.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“UTC”** means HHSC’s Uniform Terms and Conditions –Grantee- Version 2.15

## **Article II. GRANTEES PERSONNEL**

### **Section 2.01 Qualifications**

Grantee agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **Section 2.02 Conduct and Removal**

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

## **Article III. CONFIDENTIALITY**

### **Section 3.01 Confidential System Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Confidential Information as required by this section.



**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, Grantee WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM Grantee OR Grantee AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. Grantee WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **Article IV. MISCELLANEOUS PROVISIONS**

### **Section 4.01 Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

### **Section 4.02 Conflicts of Interest**

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

### **Section 4.03 Flow Down Provisions**

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

## **Article V. DSHS LEGACY PROVISIONS**

### **Section 5.01 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, subcontractor or volunteer that is providing services under this Contract has:

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

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 5.02 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 5.03 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 5.04 Services and Information for Persons with Limited English Proficiency**

- a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
- b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
- c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

### **Section 5.05 Third Party Payors**

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:

- a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
- b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
- c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
- d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
- e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
- f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
- g. Provide third party billing functions at no cost to the client.

### **Section 5.06 Medical Records Retention**

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

### **Section 5.07 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.

### **Section 5.08 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 5.09 Child Abuse Reporting Requirement**

- a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- b. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
- c. Grantee shall use the System Agency's Child Abuse Reporting Form located at [www.SystemAgency.state.tx.us/childabusereporting](http://www.SystemAgency.state.tx.us/childabusereporting) as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

### **Section 5.10 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards**

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

- a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
- b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
- c) Applying to all employees and visitors in this designated area; and
- d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Attachment K

Clarification Form R-1 Ceiling Request and Performance Measures

Attachment L  
Contractor Response to RFA

## FORM S: Title V Subcontractor Information

**Complete a separate Title V Subcontractor Information Form for each subcontractor.** Please provide the following information on the subcontractor(s) that provide direct services to HHSC Title V Clients. A subcontractor is one who does all or part of the work required in the original contract. The contractor would reimburse the subcontractor for the services provided with the reimbursement rate or agreed amount.

**This form is not applicable because we do not subcontract Title V services.**

<b>Subcontractor Name:</b>
<b>Contactor Name:</b>
<b>Subcontractor's Physical Address:</b> (include street, city, county, state, Zip)
<b>Subcontractor's Mailing Address:</b> (include street, city, county, state, Zip)
<b>Phone:</b>
<b>Fax:</b>
<b>Contact Email:</b>



## **Exhibit A. AFFIRMATIONS AND SOLICITATION ACCEPTANCE**

In this document, the terms Respondent, Contractor, Applicant, and Vendor, when referring to certifications, representations, or warranties, refer to Respondent.

Respondent affirms, without exception, as follows:

1. Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation.
2. Respondent represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. Respondent understands that HHSC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.
5. Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.
6. Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation are rejected unless expressly accepted by HHSC.
7. Respondent agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

8. Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC.
9. Respondent acknowledges all addenda and amendments to the Solicitation.
10. Respondent certifies that if a Texas address is shown as the address of Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
11. Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):
  - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
  - Agricultural products grown in Texas
  - Agricultural products offered by a Texas bidder
  - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
  - Texas Vegetation Native to the Region
  - USA-produced supplies, materials or equipment
  - Products of persons with mental or physical disabilities
  - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
  - Energy efficient products
  - Rubberized asphalt paving material
  - Recycled motor oil and lubricants
  - Products produced at facilities located on formerly contaminated property
  - Products and services from economically depressed or blighted areas
  - Vendors that meet or exceed air quality standards
  - Recycled or reused computer equipment of other manufacturers
  - Foods of higher nutritional value
  - Commercial production company or advertising agency located in Texas
12. Respondent has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.

- 13. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 14. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 15. Under Section 231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code must include in the Response the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Response:

Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
 Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
 Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
 Name: \_\_\_\_\_ SSN: \_\_\_\_\_

**FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of requested SSNs is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law.

If submitted by email, Responses containing SSNs must be encrypted. Failure by a Respondent to provide or encrypt the SSNs as required may result in disqualification of the Respondent's Response.

- 16. Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Respondent's subcontracts, if any, if payment in whole or in part is from federal funds.
- 17. Respondent certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

18. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of the contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
20. Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
21. Respondent agrees that any payments due under any contract resulting from this Solicitation shall be applied towards any debt or delinquency that is owed to the State of Texas.
22. Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
23. Respondent agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
24. Respondent agrees that upon request of HHSC, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
25. Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Respondent represents and warrants to HHSC that the technology provided to HHSC for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
  - providing equivalent access for effective use by both visual and non-visual means;
  - presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
  - being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.



In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

26. If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
27. If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
28. Should Respondent be awarded a contract resulting from this solicitation, Respondent represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of the contract, none of its employees including, but not limited to those will provide services under the contract, were employees of an HHS Agency.
29. Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Respondent may not accept employment from Respondent before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.
30. Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
31. Respondent understands that HHSC does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Respondent agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.
32. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I

nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.


33. Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Respondent or any of the individuals or entities included in numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into a contract. In addition, Respondent acknowledges this is a continuing disclosure requirement. Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.
34. Respondent represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Respondent does not boycott Israel and will not boycott Israel during the term of any contract resulting from this Solicitation.
35. Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:
- (a) all persons employed by Respondent to perform duties within Texas; and
  - (b) all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.
36. Respondent understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Respondent is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any contract resulting from this Solicitation.
37. Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any contract resulting from this Solicitation.
38. Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the

performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

- 39. By submitting this Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

**Authorized representative on behalf of Respondent must complete and sign the following:**

**Legal Name of Respondent:** Project Vida Health Center

	<u>2/28/2019</u>
<b>Signature of Authorized Representative</b>	<b>Date Signed</b>
<u>Bill Schlesinger</u>	<u>915-533-7057 x 207</u>
<b>Printed Name and Title of Authorized Representative</b>	<b>Phone Number</b>
<u>680541648</u>	<u>915-503-1014</u>
<b>Federal Employer Identification Number</b>	<b>Fax Number</b>
<u>136107732</u>	<u>w.schlesinger@pvida.net</u>
<b>DUNS Number</b>	<b>Email Address</b>
<u>3607 Rivera</u>	<u>El Paso, TX 79905</u>
<b>Physical Street Address</b>	<b>City, State, Zip Code</b>
<u></u>	<u></u>
<b>Mailing Address, if different</b>	<b>City, State, Zip Code</b>

**EXHIBIT G: EXCEPTIONS AND ASSUMPTIONS**

**(NOTE TO RESPONDENTS: COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO EXCEPTIONS.)**

**No exception -- nor any term, condition, or provision in a Solicitation Response that differs, varies from, or contradicts this RFA -- will be considered to be a part of any contract resulting from this RFA unless expressly made a part of the contract in writing by HHSC.**

Solicitation Document	Solicitation Document Section Number	Solicitation Language to which Exception is Taken (set forth language from solicitation)	Basis of Exception	Respondent's Proposed Language	Still Want to be Considered for Contract Award if Exception Denied? (State "Yes" or "No")