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INFORMATION

I. INTRODUCTION

The Texas Department of Health (TDH) School Health Program announces the expected availability of fiscal year (FY) 2001 Maternal and Child Health Block Grant funds to provide start-up funding for model school-based health centers that deliver conventional primary and preventive health services and related social services to a school-age population on a school campus. Funds are intended to support school-based health centers that meet the health care needs of students and their families. The permissible categories of services each center may provide are family and home support; health care, including immunizations and mental health services; dental health care; health education; and preventive health strategies.

This Request for Proposal (RFP) contains the requirements that all applicants must meet to be considered for funding. Failure to conform to these requirements may result in disqualification of the applicant without further consideration. Each applicant is solely responsible for the preparation and submission of an application in accordance with instructions contained in this RFP.

The response to this RFP must be arranged in the order described in **SECTION VI. APPLICATION CONTENT**. Failure to arrange the application as described may result in disqualification. Clear, concise application content is emphasized and encouraged. Vague and general applications will be considered non-responsive and may be disqualified.

Before completing the application, please refer to any relevant program standards provided in **SECTION II. PROGRAM INFORMATION**. Other sections within the RFP may contain additional instructions pertaining to unique program requirements set forth in legislation or regulations.

PLEASE READ ALL MATERIALS BEFORE PREPARING THE APPLICATION.

A. Eligible Applicants

Eligible applicants are school districts.

B. Project and Budget Periods

It is expected that the contract will begin on or about **January 2, 2001,** and will be made for an eight-month budget period within a project period of three years.

C. Availability of Funds

Approximately $500,000 is expected to be available to fund a minimum of four (4) projects, each with an eight-month budget. Maximum funding available to a single project is $125,000 through August 31, 2000. The specific dollar amount to be awarded to each applicant will depend upon the merit and scope of the proposed project. Applicants selected for awards must provide matching funds. Preference will be given to applicant organizations in areas that are rural and/or have low per-student property values.

The initial funding period is eight months, with a possibility of renewal upon successful re-application at the close of the initial funding period. Continued funding in future years will be based upon the availability of funds and documented progress of the project during the prior budget period. Funding may vary and is subject to change for each budget period.

D. Use of Funds

Funds are awarded for a specifically defined purpose and may not be used for any other project. These funds are to be used for providing coordinated preventive and primary health services to all requesting families in the school population who lack access to medical care. Funds are intended for start-up expenses and operational costs. Appropriate expenditures include minor remodeling of a school building to accommodate health services, equipment rental fees, purchase of clinic equipment and supplies, patient transportation, staff salaries and basic benefits, and contractual services. Funds may not be used to supplant local or state funds or any existing funding or services, to provide services already accessible to the school population, or to reduce deficits from pre-existing operations.

E. Schedule of Events

1. Publication in the Texas Register **08/11/00**
2. Announcement of RFP **07/26/00**
3. Applicant / Offeror's Conference **09/18/00**
4. Written inquiries due into TDH **09/22/00**
5. Deadline for Submission of Applications **10/11/00**
6. Written Notification to Selected Applicants **11/11/00**
7. Written Notification to All Applicants **11/11/00**
8. Contract Development & Execution **11/11/00-12/31/00**
9. Estimated Contract Begin Date **01/02/01**

F. Program Contact

For purposes of addressing questions concerning this RFP, the sole contact will be with Michelle McComb, R.N., Nurse Consultant, School Health Program, Bureau of Children's Health, TDH. Upon issuance of this RFP, other employees and representatives of TDH will not answer questions or otherwise discuss the contents of the RFP with any potential applicants or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this RFP.

The TDH School Health Program is the sole point of contact with regard to all procurement and contractual matters relating to the services described herein. The TDH School Health Program is the only office authorized to clarify, modify, amend, alter, or withdraw the project requirements, terms, and conditions of this RFP and any contract awarded as a result of this RFP. ***All communications concerning this RFP must be addressed in writing to:***

Texas Department of Health
Bureau of Children's Health
Michelle McComb, R.N., School Health Program
1100 West 49th Street
Austin, Texas 78756
FAX (512)-458-7350

This address above will also serve as the physical address for overnight mailing and for deliveries in person.

Written inquiries concerning this RFP must be received no later than **5:00 P. M. Central Daylight Savings Time on 09/22/00**. Responses to inquiries of a general nature will be distributed to each organization that received a copy of this RFP. Responses to inquiries of a specific nature will be provided only to the requestor. TDH will be the sole judge of whether an inquiry is of a general or specific nature.

II. PROGRAM INFORMATION

A. General Purpose and Program Goals

These funds are offered by TDH as start-up funding for model school-based health centers that deliver conventional primary and preventive health services and related social services to a school-age population at a school campus. For purposes of funding under the terms of this RFP, a school district shall identify a need(s) and design a model for the delivery of cooperative health care programs for students and their families. The model shall provide for the delivery of conventional health services and disease prevention of health problems specific to the district. The school district may establish a school-based health center at one or more campuses in the district to meet the health care needs of students and their families. The permissible categories of services each center may provide are family and home support; health care, including immunizations and mental health services; dental health care; health education; and preventive health strategies.

The school-based health center's activities and services will be facilitated by collaboration between school health personnel and other health/social service providers and agencies in the community. In order to ensure community collaboration and integration, the board of trustees of a school district shall establish and appoint members to a local health care and health education advisory council from a broad range of community sectors.

Summary of Goals:

1. **Collaboration:** To facilitate collaboration among families, schools, and members of the community to assess and meet the health needs of the community's children and families. Preferred strategies for facilitating community collaboration for the purposes of this RFP include but are not limited to the following:

    a. establishing a local health education and health care advisory council to make recommendations to the district on the establishment of school-based health centers and to assist the district in ensuring that local community values are reflected in the operation of each center and in the provision of health education.

    b. establishing and/or enhancing meaningful linkages between school personnel, school-based health center personnel, other health/social services providers and agencies in the community, and other supportive community sectors.

c. enabling students and families to be responsible decision-makers in promoting their own health and well-being, making connections with community systems that help to prevent alienation, and using the health care system wisely.

2. **Administration:** To plan and administer a school-based health center effectively so that it meets the health needs of the community's children and families. Preferred strategies for achieving this goal include but are not limited to the following:

   a. delivering primary and preventive health services to children and families in an accessible setting.

   b. establishing efficient, customer-friendly procedures for utilizing all available funding resources.

   c. substantially increasing the number of children in the community with medical homes.

   d. implementing the necessary forms, procedures, etc., to remain in compliance with all applicable and relevant legislation and regulations and to utilize all available sources of funding, such as Medicaid reimbursements, the Texas Title XXI Children's Health Insurance Plan (CHIP), private health insurance or health benefit plans, and the ability of those who use the school-based health center to pay for services.

3. **Emphasis on Prevention:** By providing access to appropriate primary and preventive care for children and families, to facilitate or help to achieve the following three key outcomes:

   a. a reduction in student absenteeism and drop-out rates.

   b. an increase in the student's ability to meet his or her academic potential.

   c. stabilization of the student's physical and/or mental well-being.

4. **Focus on Outcomes:** To research, document, analyze, and evaluate project outcomes by conducting appropriate activities, including but not limited to the following:

   a. developing and implementing quantitative measurement systems to gather data and statistics, monitor outcomes, and produce data to

demonstrate project impact, including baseline data and needs assessment.

b. providing quarterly reports to TDH using a TDH-specified format.

c. conducting client surveys and other qualitative measures of client satisfaction.

d. producing a written project evaluation at the project's close that includes baseline data; data and analysis from client surveys; statistics related to increased academic success, improved student health, and improved performance on student assessment instruments administered under Texas Education Code, Chapter 39, Subchapter B; and other information as specified by TDH.

B. Background

The funding offered in this RFP is intended for use by individual school districts that 1) have a large percentage of children who cannot access primary health-care services, 2) experience a scarcity of health-care resources (e.g., funds, providers, facilities, etc.), and 3) are unable to link students with health resources in the community.

As a public agency, TDH has dedicated itself to mobilizing the partners, activities, and resources required to improve the health of the people of Texas. Thus, optimum physical and mental health for all children in Texas is an essential part of TDH's mission. TDH champions prevention as the primary approach for improving health. Currently, however, many children in Texas do not receive the preventive care they need, or face barriers that limit their access to care.

When they lack access to community-based health care, a medical home, services for special health-care needs, and other features of a fully functioning health care system, children are more likely to suffer from physical and mental health conditions. These may be minor, acute, chronic, major, or life-threatening, and without adequate health care are likely to be unrecognized and untreated. Some children may receive episodic care and treatment for symptoms without ongoing health education and follow up. Many children and families rely on the school nurse or utilize the emergency room as their primary healthcare provider due to the lack of a medical home.

Treatment for most physical and psycho-social disorders is more successful and less costly if instituted early. Nevertheless, many children are currently excluded from primary and preventive health services that could provide early identification and intervention thereby leading to more positive health outcomes.

Many factors help to explain why a child in Texas may not receive primary and/or preventive health care. Some identified barriers include, but are not limited to:

- lack of knowledge or understanding of signs and symptoms of health problems;
- lack of knowledge or understanding about preventive care and the importance of a medical home;
- lack of transportation;
- inability of parent to accompany the child to health care appointments;
- lack of available dependent care for other children or adults in the family;
- lack of familiarity with accessing the health care system;
- lack of medical insurance or insufficient coverage;
- lack of available health care providers; and
- some family members may have insurance or Medicaid, while others do not.

Recent research has clearly shown that making preventive health care available at school (with parents' permission) is a solution to many or even most of these problems. A major focus of this project, therefore, is to assure that each child in school has a medical provider who knows the health history of the child and the family and is available to offer or arrange for healthcare whenever needed. For the child whose family has established a professional relationship with a medical provider, school-based health personnel will communicate information to the medical provider. For the child who has no medical provider, the school-based health center will serve as the entrance point to the health-care system. School personnel will offer the family education about preventive health and guidance in how to make effective linkages with needed social and health-care services in the community.

The educational system has a vested interest in partnering with other community organizations and entities to achieve better health care—and better health—for students. For decades, leading educators have asserted that a child is more likely to reach full educational potential if he or she has attained optimum physical and mental health.

In addition, school personnel are often called upon to partner with parents and health-care providers in achieving optimum health for children. The school setting allows for

observation over long periods of time of a child's dietary, growth, and activity patterns. Teachers, counselors, school nurses, and other school personnel may recognize signs of minor or chronic illness that need to be addressed. School personnel often play a key role in maintaining health records and in keeping a child on an appropriate medical or dietary regimen.

School-based health centers are not a new phenomenon in Texas. One of the first in the nation was established in Dallas in the early 1970's. Over the next three decades, these community-based, family-centered facilities increased in number across the state. Today, school-based health centers are an integral part of the educational institutions where they exist, demonstrating the close relationship between quality physical and mental health care and academic success. The centers are an ideal venue in which to eliminate many barriers to optimal health care for children and families, address the health problems that prevent or impair academic success, and achieve measurable improvements in the health status of people in Texas communities.

Funds are offered by TDH as start-up funding for model school-based health centers that deliver conventional primary and preventive health services and related social services to a school-age population at a school campus. For purposes of funding under the terms of this RFP, a school district shall identify need(s) and design a model for the delivery of cooperative health care programs for students and their families. The model shall provide for the delivery of conventional health services and disease prevention of health problems specific to the district. The school district may establish a school-based health center at one or more campuses in the district to meet the health care needs of students and their families. The permissible categories of services each center may provide are family and home support; health care, including immunizations and mental health services; dental health care; health education; and preventive health strategies.

C. Program Legal Authority

The School-Based Health Center Initiative is funded as a program priority through the TDH School Health Program with the use of Title V Maternal and Child Health Block Grant funds in order to provide, and ensure access to, quality maternal and child health services for children and families, particularly those with low incomes and/or limited access to health services.

Authority for TDH assistance to school-based health centers in Texas is derived from House Bill 2202 (an Act relating to health centers on public school campuses) and Rider 54 (School Health Expenditures) as adopted by the 76th Texas Legislature. All requirements of the Act and Rider in their entirety shall be considered as incorporated into this RFP by reference. Any application for funds submitted in response to this RFP that violates, or proposes any activity that if carried out would violate, any

section, subsection, article, or provision of the Act or Rider will not be considered for funding.

D. Project Development

All applicants are urged to discuss their interests and ideas for developing projects early in the planning stage with state, regional, and local planning agencies and/or health departments. Community support should be assured by providing opportunities for public and private participation in the planning and development phases.

E. Program Requirements

All selected applicants will be required to conduct project activities in accordance with***Quality Care: Client Services Standards for Public Health and Community Clinics*** as well as program-related standards and/or requirements. To obtain a copy of ***Quality Care: Client Services Standards for Public Health and Community Clinics***, please contact TDH Community Health Nursing at (512) 457-7773.

1. <u>Responsibilities of an applicant which becomes a TDH contractor will include the following</u>:

a. Before a school district may expand or change the health care services available at a school in the district from those that were available on January 1, 1999, the district must:

1) Hold a public hearing at which the board discloses all information on the proposed health care services, including:

A. all health care services to be provided;

B. whether federal law permits or requires any health care services provided to be kept confidential from parents;

C. whether a child's medical records will be accessible to the child's parent;

D. information concerning grant funds to be used;

E. the titles of persons who will have access to the medical records of a student; and

F. the security measures that will be used to protect the privacy of a student's medical records.

2) Approve the expansion or change by a record vote.

The hearing must include an opportunity for public comment on the proposal.

Applicant school districts selected through the application review process as prospective TDH contractors under the terms of this RFP may be asked to complete this requirement prior to execution of the contract and project start date.

b. Applicants which become TDH contractors must provide a range of quality preventive and primary health services in a confidential manner at a school campus to meet the needs of children with limited access to health care in their communities.

c. Applicants which become TDH contractors must provide health services under the guidance of a broadly representative advisory council that includes parents and youths to be served, churches, youth and family-service agencies, physicians, nurses, and other health care providers, businesses, charities, school nurses, school administrators, and faculty. Responsibilities of the council will include: (1) recommending program policy, (2) identifying services to be provided, (3) budget oversight, (4) evaluating program effectiveness, and (5) assisting in generating other community resources (funds, personnel, services) to contribute to the health center's continued operation, and (6) establishing and maintaining a current comprehensive list of medicaid and non-medicaid service providers, counselors, clergy, family service agencies and other resources within the community and surrounding area that school-based health center personnel may provide to individuals and families who seek services not provided by the school-based health center.

d. Applicants which become TDH contractors must provide assurance by means of a written agreement that students will not receive services at the school health center unless a parent or guardian executes a consent form approved by the school district board of trustees or its designees, with the recommendation of the advisory council.

e. Applicants which become TDH contractors must function as a team with the school-based health center staff, school nurse(s), advisory council, and other appropriate staff in planning and implementing health education and health programs.

f. Applicants which become TDH contractors must participate in statewide data collection for evaluation of the effectiveness of school health services.

g. Applicants which become TDH contractors must participate in an annual meeting for TDH-funded school-based health center projects.

2. <u>Core Services:</u>

All of the following core services must be available on site to any requesting student, within the family consent guidelines described above:

- Maintenance of a health record and a health plan for participating students
- Coordination of health activities with the student's primary physician (medical home) or, if the family has none, making an effort to identify a primary physician for the child
- Health history and health record
- Physical examinations including sports and employment physicals
- Preventive health visits including Texas Health Steps (EPSDT) checkups
- Dental screening and referral for services
- Immunizations for all children in the school's catchment area
- Diagnosis and treatment of minor illness and minor injury
- Referral and case management of chronic illness and emergencies (on site or through linkages with other healthcare providers who can provide care when referral is necessary)
- Basic laboratory services (on site or by subcontract)
- Dispensing of medications for treatment
- Education and counseling programs (in coordination with classroom instruction) addressing nutrition, fitness, and the prevention of substance abuse, disease, and injury
- Mental health and psycho-social counseling
- Provision of or referral to pregnancy testing.

Additional services that the advisory council may choose to offer include, but are not limited to, the following:

- WIC Services (may require extended evening or Saturday hours)
- Prenatal care and postpartum care
- Well-child care for children of students
- Substance abuse treatment.

No reproductive services may be provided through a school-based health center receiving funding awarded to contractors as part of this RFP process. The school -based health center may treat and/or recommend treatment be sought for sexually transmitted diseases and/or prenatal care.

Any service provided by applicants which become TDH contractors must be provided by an appropriate professional who is properly licensed, certified, or otherwise authorized under state law to provide the service.

3. <u>Core Personnel:</u>

Professional personnel may be scheduled to function at the clinic site on a full or part-time basis. The following are suggested staffing positions:

- **Physician/medical director**: licensed by the Texas State Board of Medical Examiners, experienced in the care of children, **or** an appropriately licensed **nurse practitioner** with expertise in the care of children practicing under the direction of a physician meeting the above description. The medical director will also be available for consultation, to see referrals, and to review charts.

- **Mental Health Counselor**: to provide assessments and individual and group counseling.

- **Social Worker**: available on site and to make home visits if indicated.

- **Nurse (R.N.)** and **Clerk/Secretary**: should be on the school campus daily, including before and after school hours to coordinate services and to receive referrals.

- **Support Staff**: A part-time worker (not more than 25% FTE), with administrative experience, may be funded by the grant to provide support for staffing and financial responsibilities.

– **Research Specialist**: A professional with suitable qualifications in research and evaluation should be available as a project participant or consultant a sufficient number of hours per week to take full responsibility for effective recording, management, analysis, and reporting of project evaluation data and statistics using appropriate collection techniques, software, etc.

4. <u>Fiscal Requirements</u>:

Programs will be expected to use currently available funding from agencies which currently serve the school population. Programs are also expected to bill appropriate public programs [e.g., Medicaid, Texas Health Steps (EPSDT), and School Health and Related Services (SHARS)] and are encouraged to bill private third-party insurers. Programs must ensure that reimbursement funds are used for furthering the objectives of this grant. Programs must operate as not-for-profit providers. Programs cannot charge families whose income is below 100% of federal poverty income level based on family size. Programs must comply with all current Medicaid requirements regarding the use of a sliding scale of fees for families with designated income levels.

Participating communities will be expected to provide local financial support for the school-based health center that may include actual dollars, services, or other in-kind contributions. The required match percentage may vary with the applicant's documented circumstances of need and available resources. **<u>Documentation</u>** of any local match **<u>will be required</u>** for the annual fiscal review by TDH Grants Management monitors. Proposals that demonstrate plans to use resources (equipment, personnel, volunteers, educational resources) of a variety of community organizations/agencies will be given priority.

5. <u>Assurances</u>:

a. community linkages: The applicant must provide a list of the mental health providers in the community willing to offer services to students in the clinic setting and from those who agree to accept referrals from the school-based health center.

b. confidentiality: Protocols for assuring confidentiality in storage and transfer of medical records must be available for inspection before contract award. School officials must understand that health records are confidential and can be shared with educators only with permission granted by the parent or guardian, and the student, if indicated.

c. quality of care: If services are provided by a nurse practitioner under the direction of a physician, a protocol for physician involvement in record review

and consultation must be provided.

d. standard of care: All selected applicants are expected to deliver care according to standards of professional practice. Applicants may adopt guidelines from recognized professional organizations as protocol. Funded applicants are required to provide these protocols to the department upon request.

e. continuity of care: Written agreements for provision of after-hours care and care during summer and other vacation periods must be submitted.

6. <u>Reporting Requirements</u>:

Health services offered in the schools have been found to save community dollars expended for emergency room visits, hospitalizations for illnesses that are preventable by immunization, and care of advanced chronic illness. It will be important to document that this program is cost effective.

<u>Program Activities</u>

Funded programs will be required to submit quarterly and annual program reports regarding client services data to TDH to facilitate the evaluation of outcomes resulting from school-based health programs. Applicants must agree to report client/service data in a format requested by TDH. Data collection will include: number of encounters (broken down by age, sex, school year, type of visit), number of visits per participating student, frequency of occurrence of common physical/mental health problems. Additionally, funded applicants will be required to provide a signed statement indicating the school-based health center has made a good faith effort to meet TDH requirements.

Funded programs may be asked to examine hospitalization rates for students with certain chronic health problems before and after initiation of the program, to collect daily attendance data before and after initiation of the program, or to design and conduct school surveys of student behavioral and preventive health habits. Schools funded through this program will become part of a statewide network which will facilitate information exchange, training, and data collection.

<u>Financial Reports</u>

Quarterly and annual budgetary reports to the Grants Management Division will be required. These reports must include a record of reimbursed funds, including the source (third-party payor) and amount. Programs must cooperate with fiscal or quality assurance audits.

III. APPLICATION DEADLINE AND SUBMISSION

A. Application Deadline

The applicant must submit the original and three (3) copies on or before the following date and time: **5:00 P. M. Central Daylight Savings Time on 10/11/00. APPLICATIONS RECEIVED AFTER THE APPLICATION DEADLINE SHALL NOT BE CONSIDERED FOR REVIEW.**

B. Assembly and Submission

1. **Assembly.** To facilitate the review and processing of applications, each application should have a table of contents and all pages should be clearly numbered. The original and each copy of the application must be submitted unbound. All materials must be: 1) typed (computer or typewriter), 2) single-spaced, 3) 12-point font on 8 ½" x 11" paper with 1" margins, and 4) printed on one side only. The blank forms provided in **SECTION VII. BLANK FORMS AND INSTRUCTIONS** must be used (electronic reproduction of the forms is acceptable). Completed original applications must be signed in ink by an authorized official and submitted with the required number of copies.

2. **Submission.** The original application and three (3) copies must be submitted to:

   Texas Department of Health
   Bureau of Children's Health
   Attn: Michelle McComb, R.N.
   1100 West 49th Street
   Austin, Texas 78756-3199

   TDH will not accept applications by facsimile transmission or E-mail. Applications may be mailed or hand-delivered to the TDH program address above on or before the application deadline.

   If an application is hand-delivered to the TDH program address above, be sure to request a receipt at the time of delivery to verify that the application was received by the appropriate program on or before the application due date and time.

   If an application is mailed, it will be considered as meeting the deadline only if it is received on or before the due date (5:00 p.m., Central Daylight Savings Time on October 11, 2000). **APPLICATIONS RECEIVED AFTER THE DEADLINE SHALL NOT BE CONSIDERED FOR REVIEW.**

IV. APPLICATION REVIEW, SELECTION & NEGOTIATION

Applications will be reviewed according to the criteria below. To maximize fairness for all applications during review, TDH staff may only confirm receipt of an application and are not permitted to discuss the application or its review during the review process. All applications will remain with TDH and will not be returned.

A. Screening Applications

Applications will be initially screened for eligibility and completeness using the Application Checklist provided in **SECTION VI. APPLICATION CONTENT**. Eligible applicants include school districts and school district cooperatives. Applications missing forms will have one point per missing form deducted from their final score.

B. Program Review Process

The School Health Program's established review process includes the following activities to be accomplished in the following chronological order:

- Definition of review criteria;
- Selection of an inter-agency review team with representatives from the School Health Program, related TDH programs, and other relevant entities, as well as a review process leader from the School Health Program;
- Design of review tools, including a scoring document;
- Design of training process for reviewers;
- Establishment of time-line for review process;
- Review of applications by review-committee members; and
- Provision of review scores, ranks, and recommendations by review-committee members to School Health Program.

Applications will be reviewed by three members of the review team, who will each give the application a numeric score. The average of the three reviewers' scores will be the evaluation score. Each review team as a group will give relative ranks to all the proposals reviewed by the team and make a team recommendation regarding funding. Given funding limits, the School Health Program will then determine which applicants will receive funding using the evaluation score, relative rank, team recommendations, and all information provided by the review process leader.

C. Program Review Tools

Proposals will be evaluated relative to the four criteria described below. Each criterion will count for a percentage of the evaluation score. (1) Collaboration will count for 25%, (2) Administration and (3) Prevention will count for 30% each, while (4) Outcomes will count for 15% of the evaluation score. The criteria should be fully addressed in the applicant's response to key areas of **SECTION VI. APPLICATION CONTENT**. The criteria form the basis for the review tools that will be used to evaluate and score the applications. Bonus points (5% of total score) will be given to applicants located in rural areas. According to HB 2202, rural is defined as a county with a population not greater than 50,000. Bonus points (5% of total score) will also be given to applicants located in a school district that is in the bottom 25th percentile in regards to low property wealth per student. The Texas Education Agency will provide current data regarding which districts fall in the lower 25th percentile in regards to low property wealth per student.

The criteria are as follows:

1. **Collaboration:** The applicant will facilitate collaboration among families, schools, and members of the community to assess and meet the health needs of the community's children and families. The project plan uses the following strategies for facilitating community collaboration:

    a. establishing a local health education and health care advisory council to make recommendations to the district on the establishment of school-based health centers and to assist the district in ensuring that local community values are reflected in the operation of each center and in the provision of health education;

    b. establishing and/or enhancing meaningful linkages between school personnel, school-based health center personnel, other health/social services providers and agencies in the community, and other supportive community sectors; and

    c. enabling students and families to be responsible decision-makers in promoting their own health and well-being, making connections with community systems that help to prevent alienation, and using the health care system wisely.

2. **Administration:** The applicant will plan and administer a school-based health center effectively so that it meets the health needs of the community's children and families. The project plan uses all of the following strategies for planning and administration:

a. delivering primary and preventive health services to children and families in an accessible setting;

b. establishing efficient, customer-friendly procedures for utilizing all available funding resources;

c. substantially increasing the number of children in the community with medical homes; and

d. implementing the necessary forms, procedures, etc., to remain in compliance with all applicable and relevant legislation and regulations and to utilize all available sources of funding, such as Medicaid reimbursements, the Texas Title XXI Children's Health Insurance Plan (CHIP), private health insurance or health benefit plans, and the ability of those who use the school-based health center to pay for services.

3. **Emphasis on Prevention:** The applicant will provide access to appropriate primary and preventive care for children and families, to facilitate or help to achieve the following three key outcomes:

a. a reduction in student absenteeism and drop-out rates;

b. an increase in the student's ability to meet his or her academic potential; and

c. stabilization of the student's physical well-being.

4. **Focus on Outcomes:** The applicant will research, document, analyze, and evaluate project outcomes by conducting appropriate activities, including but not limited to the following:

a. developing and implementing quantitative measurement systems to gather data and statistics, monitor outcomes, and produce data to demonstrate project impact, including baseline data and needs assessment;

b. providing quarterly reports to TDH using a TDH-specified format.

c. conducting client surveys and other qualitative measures of client satisfaction; and

d. producing a written project evaluation at the project's close that

includes baseline data; data and analysis from client surveys; statistics related to increased academic success, improved student health, and improved performance on student assessment instruments administered under Texas Education Code, Chapter 39, Subchapter B; and other information as specified by TDH.

D. Selection and Negotiation

Once award decisions are made, programs are responsible for negotiating contracts to obtain the needed client services within the framework of the goals of the program and the funds available. As funds are never unlimited, it is expected that the applicant(s) selected for contract awards may be asked to revise the budgets, as well as the goals and objectives, of their proposals in order to achieve the program's goals within available funding limits. This process is commonly referred to as contract negotiation. Upon request, the applicant shall submit written revisions reflecting negotiated changes. Once the contract negotiation process is complete, the TDH program will initiate the development of a contract.

Each applicant whose proposal is selected for a contract shall receive written notification. This notice is an announcement of selection. The receipt of the notice is not legally binding until there is a fully executed contract.

Each applicant not selected for a contract will receive timely written notification that its proposal will not be funded.

V. TDH ADMINISTRATIVE INFORMATION

A. Incurring Costs and Rejection of Applications

Any costs incurred in the preparation of the application shall be borne by the applicant and are not allowable costs. TDH reserves the right to reject any or all applications and is not liable for any costs incurred by the applicant in the development, submission, or review of the application.

B. Right to Amend or Withdraw RFP

TDH reserves the right to alter, amend, or modify any provisions of this RFP or to withdraw this RFP at any time prior to the execution of a contract pursuant thereto if it is in the best interest of TDH and the state of Texas to do so. The decision of TDH in this regard will be administratively final.

C. Financial and Administrative Requirements

If an applicant has not had a contract with TDH within the past twenty-four (24) months, the applicant is required to submit with the application a copy of the applicant's most recent Balance Sheet and Statement of Income and Expenses. TDH will evaluate the financial statements and may, at its sole discretion, reject the application on the grounds of the applicant's financial capability. (See **SECTIONS VI. APPLICATION CONTENT and VII. BLANK FORMS AND INSTRUCTIONS** for more information about this requirement.)

All current contractors and/or selected applicants administering two or more TDH contract attachments are required to maintain integrity between the transactions affecting each contract attachment by: 1) maintaining a completely separate set of records for each contract attachment; or 2) establishing within the chart of accounts and general ledger a separate set of accounts for each contract attachment.

The applicant is encouraged to secure additional funds from other sources as necessary to strengthen the overall application.

D. Authority to Bind TDH

The Commissioner of Health, and the Chief, Bureau of Financial Services (or a designee), are the only individuals who may legally commit TDH to the expenditure of public funds. No costs chargeable to the proposed contract may be reimbursed before TDH receives a fully executed contract.

E. Contracting with Subrecipients and Vendors

The selected applicant may enter into grant contracts with Subrecipients or procurement contracts with vendors. Applicant will be responsible to TDH for the performance of any subrecipient or vendor.

If the applicant enters into grant contracts with subrecipients or procurement contracts with vendors, the documents will be in writing and will comply with the requirements specified in the Contracts with Subrecipients and Contracts for Procurement articles in the General Provisions for Texas Department of Health Grant Contracts (see **APPENDIX A)**

If an applicant plans to enter into a contract which delegates a substantial portion of the scope of the project i.e. $25,000 or 25% of the applicant's funding request whichever is greater, the applicant must submit justification to TDH and receive prior written approval from TDH before entering into the contract.

F. Contract Information

After the application review process is completed, the final funding amount and the terms of the contract shall be determined through negotiations between the program and the applicant(s). The specific Scope of Work will be developed from information contained in the RFP and the application. TDH reserves the right to adjust the funding allocation during the term of the contract, pursuant to the terms of the contract. Any exceptions to any of the requirements in the RFP must be specifically noted and satisfactorily explained by the applicant in the application as a condition for allowing those exceptions in the contract. A sample of the General Provisions for TDH Grant Contracts is included as **APPENDIX A**.

G. Protest of Application or Bid Denial

TDH has established a procedure for dispute resolution for any applicant that has responded to a TDH client services RFP. An applicant may request review of a TDH action that denies the award of a contract for client services to that applicant after response to a TDH solicitation by following the procedures and time frames included in TDH Executive Order 0110, Protest of Application or Bid Denial for Client Services Contract included as **APPENDIX B**.

VI. APPLICATION CONTENT

Instructions for Preparation. The application must be developed and submitted in accordance with the instructions outlined in this section. The application must be: 1.) typed (computer or typewriter), 2.) single-spaced, 3.) 12-point font on 8 ½" x 11" paper with 1" margins, and 4.) printed on one side only. The blank forms provided in **SECTION VII. BLANK FORMS AND INSTRUCTIONS** must be used. All pages of the application, including any attached documents, must be consecutively numbered. Failure to arrange the application as requested may result in its disqualification.

Specific instructions for each required section are provided. Additional instructions on completing forms are found either on the reverse side of the forms or on supplemental pages included in **SECTION VII. BLANK FORMS AND INSTRUCTIONS**. Forms may be electronically reproduced. However, all forms must be identical to the original form(s) provided.

Confidential Information. The applicant must clearly designate any portion(s) of this application that contains confidential information and state the reasons the information should be designated as such. Marking the entire application as confidential shall neither be accepted nor honored. If any information is marked as confidential in the application, TDH shall determine whether the requested information may be excepted from disclosure under the Open Records Act, Texas Government Code, Chapter 552, VTCA. If a request is made for the information marked as confidential, the information shall be forwarded to the Texas Attorney General along with a request for a ruling on its confidentiality. The Attorney General's procedure includes obtaining input from the applicant.

Applicants are advised to consult with their legal counsel regarding disclosure issues and to take the appropriate precautions to safeguard trade secrets or any other confidential information. Following the award of any contract, applications to this RFP are subject to release as public information unless any application or specific parts of any application can be shown to be exempt from disclosure under the Open Records Act, Texas Government Code, Chapter 552.

THE APPLICATION MUST BE ORGANIZED AND ARRANGED IN THE FOLLOWING ORDER:

A. Face Page - Application for Financial Assistance

This form requests basic information about the applicant and the 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. The authorized representative's

signature affirms that the facts contained in the applicant's response are truthful and that the applicant is in compliance with the assurances and certifications contained in this RFP and acknowledges that continued compliance is a condition for the award of a contract. Evidence of the person's authority to represent and sign for the applicant must be on file in the applicant's headquarters.

B. Application Checklist

This form is provided to ensure the application includes all of the information requested. The Application Checklist immediately follows the face page and must be completed.

C. Contact Person Information

This form provides information to TDH about the appropriate contact persons in the applicant's organization.

D. Applicant Background

Applicant must provide a narrative description including: the legal name of the applicant; any affiliations; its overall purpose or mission statement; and a brief history of its accomplishments. Be sure to describe the organizational structure, such as board of directors, officers, advisory councils, or committees.

E. Applicant Experience

If the applicant has never contracted with the TDH School Health Program, the applicant must provide a narrative description indicating any experience that demonstrates its qualifications for the performance of the proposed services. Include a description of relationships, collaborations, or partnerships with other entities, particularly relating to services proposed in the application.

F. Assessment Narrative

Multiple data sources and assessments exist for many communities. The applicant is encouraged to use those resources when completing this portion of the narrative. Be sure to specifically address each of the assessment activities listed below associated with the services proposed in the application. The required assessment items include**:**

1. The applicant's role and experience in public health assessment activities.

2. The names of the individuals or groups who conducted the assessment(s).

3. A 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, unemployment, occupational data, etc.); and

   d. general description of community-wide health status (e.g., key morbidity/mortality statistics).

4. A description of the target population 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 number of services provided).

5. A description of gaps in resources and potential barriers to improving health status.

6. A statement of the top health priorities the applicant proposes to address. Include the process utilized for determining the top health priorities.

G. Project Description and Work Plan

1. Goals.

2. Performance Measure Requirements.

If a contract is awarded, performance measure(s) will be used to assess, in part, the applicant's effectiveness in providing the services described.

Applicants shall write performance measures for project objectives and propose target levels of performance for each measure. The proposed measures and levels of performance will be negotiated and agreed upon by

applicant and TDH if applicant is selected to negotiate a contract.

Performance measures must be specific, measurable, time-phased, and feasible. Performance measures quantify program outcomes and outputs, the number of such outputs to be performed, and the efficiency with which they will be performed. Performance measures also define the applicant's obligations in order to meet their contract requirements.

Performance measures are defined as outcome, output, efficiency, and explanatory measures. A well-written measure will include the following components: who will deliver the service(s) and their qualifications (as appropriate); a deliverable (a product or service and how much); schedule/time frame; and a standard of performance. The following table provides a guide for developing the different types performance measures:

Type	***Measure***	***Example***
Outcome	***measures the actual impact or public benefit of an entity's actions***	***% of clients rehabilitated*** ***% of entities in compliance with requirements*** ***% of licensees with validated complaints***
Output or process	***counts the goods/services provided***	***# of clients served*** ***# of inspections conducted*** ***# of applications processed***
Efficiency	***measures the cost, unit cost, or productivity associated with a given outcome or output***	***average cost per client served*** ***average cost per inspection*** ***average time to process application***
Explanatory	***shows the resources used to produce services and display factors that affect entity performance***	***# of clients eligible for services*** ***# of entities subject to inspection or regulation*** ***# of license applications received***

3. **Capacity of Organization**. The applicant should describe its delivery systems, workforce (attach organizational chart), policies, support systems (e.g., training, research, technical assistance, information, and financial and administrative systems) and other infrastructure available to achieve service delivery and policy-making activities. The description of the applicant's available capacity should address the applicant's ability to provide services to culturally diverse populations (e.g., language translation, compliance with ADA requirements, and other means to ensure accessibility for the defined populations). The description should thoroughly answer the question "What resources does the applicant have to perform this project?"

4. **Work Plan.** Applicant should describe the overall plan, including time lines. **APPENDIX C: WORK PLAN FORMS** provides a foundation for addressing many of the necessary components. In addition to the general guidelines provided in **SECTION IV: APPLICATION, REVIEW, SELECTION, & NEGOTIATION**, the applicant should address the following criteria.

a. Collaboration:

1) summarize the proposed services, population to be served, location, etc.;

2) list members of Health Advisory Council;

3) provide documentation of relationships and arrangements with other health/social service agencies and supportive community sectors (linkages) including coordination with other health and human service providers in the area. Delineate how duplication of services is to be avoided; and

4) describe strategies for engaging student/family involvement as decision makers regarding health services, wellness promotion, and community connections;

b. Administration:

1) describe who will deliver services and how they will be delivered;

2) describe efforts to ensure students/families utilize the school-based health center;

3) identify an approximate number of students to be served by the school-based health center, both with and without a medical home and with and without some form of medical insurance; and

4) describe the process to be used for obtaining payment and/or reimbursement from all available sources of funding.

c. Emphasis on Prevention:

1) describe a method of tracking the attendance rate of a target group of students (historically unmanaged asthmatics, for example) both

before and after establishment and use of the school-based health center;

2) describe a method for correlating student academic achievement (individually and collectively) to positive health outcomes and/or positive health status;

3) describe a method for measuring stabilization of physical well-being; and

4) identify ways to link existing data and explore the correlation of factors such as volume of school nurse visits, school counselor visits, discipline referrals, academic progress reports, absenteeism and health status.

d. Focus on Outcomes:

1) describe how data will be collected and tabulated; who is responsible for data collection and reporting and frequency of data collection activities;

2) describe the quality assurance plan and process that will allow applicant to meet standards;

3) describe how client satisfaction will be measured; and

4) describe how the project, if funded, will be evaluated; including stakeholder input, health advisory council input, etc.

H. Financial Information

1. **Funding Information.** The funding information form requests information on funding from other non-TDH State of Texas agencies and projected federal expenditures. Letter(s) of good standing from other non-TDH state agency funding sources that validate the applicant's programmatic, administrative, and financial capability <u>must</u> be placed after this form. If the **applicant** is a state agency or an institution of higher education, letters of good standing are not required.

2. **Budget.** An accurate budget plan is essential to achieve the performance measures and work plan set out in the narrative portion of the application. All applicants must complete the budget summary form and the detailed budget category forms which include space for a narrative justification for the budget request. Definitions

of the cost categories and instructions for the forms are provided in **SECTION VII. BLANK FORMS AND INSTRUCTIONS**. Be sure to refer to **SECTION I. INTRODUCTION - Use of Funds** for program-specific allowable and unallowable costs.

I. Other Required Forms and Documentation

The forms described in this section may be found in **SECTION VII. BLANK FORMS AND INSTRUCTIONS.**

1. **Historically Underutilized Businesses (HUBs).** In accordance with Texas Government Code, Chapter 2161 and 1 Texas Administrative Code, Sections 111.11-111.24, state agencies are required to make a good faith effort to assist HUBs in receiving contract awards issued by the state. The goal is to promote full and equal business opportunity for all businesses in contracting with the state. It is the intent of TDH that all TDH contractors make a good faith effort to subcontract with HUBs during the performance of the contract and to report their HUB subcontract activity to TDH on a quarterly basis.

   If an application request will exceed $100,000, there are specific good faith effort requirements that an applicant **must comply with as a condition of receiving a TDH contract award.** Copies of the applicable sections of TAC are available upon request.

   Included in **SECTION VII. BLANK FORMS AND INSTRUCTIONS** is TDH's "Good Faith Effort Program/Client Services Form," as well as the quarterly reporting forms that are required if there are HUB subcontracting opportunities. The TDH HUB Program will review the required documentation and make any necessary follow-up contact with applicants. All questions concerning HUBs and TDH's HUB Program should be directed to the TDH HUB Office Coordinator at 1-800-243-7487.

2. **Child Support Regulations.** If the applicant is an individual or a for profit organization, a Child Support Certification must be completed. The form requires the name and social security number of the individual or sole proprietor, or each partner, shareholder, or owner with an ownership interest of at least 25 percent, and certifications and acknowledgment of responsibilities regarding delinquent child support obligor(s) as specified by Section 231.006, Family Code.

3. **Disclosure of Lobbying Activities.** If application request exceeds $100,000, this form must be completed to disclose lobbying activities pursuant to 31 U.S.C., Section 1352.

4. **Nonprofit Board of Directors and Executive Director Assurances Form.** If the applicant is a nonprofit organization, this form must be completed (state or other governmental agencies are not required to complete the form). The purpose of the form is to inform nonprofit board members and officers of the responsibilities and administrative oversight requirements of nonprofit applicants intending to or contracting with TDH.

5. **Administrative Information.** The administrative information form requests information regarding identification and contract history on the applicant, executive management, project management, governing board members and/or principal officers. Attach all required supplemental documentation behind this form.

6. **TDH Assurances and Certifications.** Assurances and Certifications required by federal/state law and TDH policy. Signature on the Face Page Form affirms that applicant is in compliance with the assurances and certifications contained in this RFP and acknowledges that continued compliance is a condition for the award of a contract

7. **Program Assurances and Requirements.** Program rules and regulations are included in the TDH Assurances and Certifications form.

VII. BLANK FORMS AND INSTRUCTIONS

Texas Department of Health
Face Page - Application for Financial Assistance

1. APPLICANT INFORMATION	
1a. Legal Name:	
1b. Address (include Street & Mailing Addresses, City, County, State and Zip Code):	
1c. PAYEE Name and Mailing Address (if different from Applicant):	
1d. Employer Identification No. or State of Texas Comptroller Vendor Identification No. (14 digit):	
1e. Applicant's Legal Authority to Contract:	
2. TYPE OF ENTITY (enter appropriate letter in box): **G** If response is F. or G., is entity a HUB? Yes/No_____ A. City B. County C. Other Political Subdivision D. State Agency E. Nonprofit Organization F. Individual G. For Profit Organization H. State Controlled Institution of Higher Learning I. Other (specify) _____	
3. TYPE OF APPLICATION (check one:) New _____ Continuation _____	
4. PROPOSED PROJECT PERIOD: Start Date _____ End Date_____	
5. COUNTIES AFFECTED BY PROJECT:	
6. AMOUNT OF FUNDING REQUEST:	
7. ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT, AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.	
7a. Typed Name & Title of Authorized Representative	7b. Telephone Number ( )
7c. Signature of Authorized Representative	7d. Date

Face Page - Application for Financial Assistance
Instructions

This form provides information about the applicant and the proposed project with the Texas Department of Health (TDH). It is required to be completed and returned with the applicant's response to TDH's Request for Proposal. Please follow the instructions below to complete the face page form.

1. **APPLICANT INFORMATION**
   - 1A. Enter the legal name of the applicant.
   - 1B. Enter the applicant's complete street and mailing addresses, city, county, state, and zip code.
   - 1C. Enter the PAYEE's name and mailing address if PAYEE is different from the applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.
   - 1D. Enter the Federal Tax Identification Number (9-digits) or the Vendor Identification Number assigned by the State of Texas Comptroller (14-digits).
   - 1E. Enter applicant's legal authority to contract. Examples of legal authority to contract include: 501(c)(3), Board resolution, letter of authority, sole proprietorship, partnership, statutory citation for a governmental entity (health department, local government, state agency, school district).

2. **TYPE OF ENTITY**

   The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Enter the appropriate letter in the box provided. If the response is F. Individual or G. For Profit, applicant must also respond to the question is the entity a HUB (historically underutilized business)? 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 General Services Commission or another entity.

   If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

3. **TYPE OF APPLICATION**

   Check the appropriate type application.**"New"** means a new assistance award. **"Continuation"** means an extension for an additional budget period for a contract awarded under a multi-year project period.

4. **PROPOSED PROJECT PERIOD**

   Enter project period for this application. For purposes of this form, the project period is defined as the total time for which support of a project has been authorized by TDH. A project period may consist of one or more budget periods. The total project period comprises the original project period and any extensions.

5. **COUNTIES AFFECTED BY PROJECT**

   List the counties that are affected by the project.

6. **AMOUNT OF FUNDING REQUEST**

   Enter the amount requested from TDH for the proposed budget period. For purposes of this form, the budget period is defined as the period of time to be funded by a TDH contract.

7. **NOTE:** Keep on file at the applicant's headquarters evidence of the person's authority to represent and sign for the applicant.
   - 7A. Type in the name and title of the person authorized to represent the applicant.
   - 7B. Enter the area code and telephone number of the person authorized to represent the applicant.
   - 7C. The person authorized to represent the applicant must sign in this block.
   - 7D. Enter the date the person authorized to represent the applicant signed this form.

TEXAS DEPARTMENT OF HEALTH
APPLICATION CHECKLIST

Legal Name of Applicant _____

INSTRUCTIONS: This Checklist must be completed and submitted with the original application. It is provided to ensure that the application is complete, proper signatures are included, and the required assurances, certifications and attachments have been submitted. Application is typed (computer or typewriter), single-spaced on 8 ½" x 11" white paper and does not exceed page limits where specified. Confidential information is clearly marked in the application and reasons the information should be confidential are stated.

APPLICATION CONTENT

	Included	N/A
Face Page is completed, and proper signature and date are included	_____	_____
Application Checklist is completed and attached to original application	_____	_____
Contact Person Information	_____	_____
Applicant Background is included	_____	_____
Applicant Experience or progress report is included	_____	_____
Assessment Narrative is included	_____	_____
Project Description and Work Plan (goals, objectives, performance measure(s), target level(s) of performance, capacity of organization including an organization chart, and service delivery plan) are included	_____	_____
Financial Information:		
Funding Information Form is completed and letters of good standing and financial statements are attached if required	_____	_____
Budget:		
Budget Summary Form (for use with cost reimbursement) is complete	_____	_____
Budget Category Detail Forms (for use with cost reimbursement) are included	_____	_____
Fee-For-Service Budget Form	_____	_____
Copy of most recently approved indirect cost agreement is attached if applicable	_____	_____
Other Required Forms and Documentation are attached and signed:		
Historically Underutilized Businesses (HUBs)	_____	_____
Child Support Certification completed and signed	_____	_____
Disclosure of Lobbying Activities	_____	_____
Nonprofit Board of Directors and Executive Director Assurances Form	_____	_____
Administrative Information (with supplemental documentation)	_____	_____
Assurances and Certifications	_____	_____
Program Assurances and Requirements	_____	_____

Contact Person Information

Legal Name of Applicant: _____

The purpose of this form is to provide information to TDH about the appropriate contact person in the applicant's organization. Please type in complete information about each person authorized to perform the following responsibilities. If any of the following information changes during the term of the contract, please notify the Vendor Coordinator, Grants Management Division, TDH.

Name of
Applicant's Authorized Representative: _____
Title: _____
Address: _____
E-Mail Address: _____
Telephone Number: _____ **Fax Number:** _____

Name of
Project Coordinator: _____
Title: _____
Address: _____
E-Mail Address: _____
Telephone Number: _____ **Fax Number:** _____

Name of contact person
regarding this application: _____
Title: _____
Address: _____
E-Mail Address: _____
Telephone Number: _____ **Fax Number:** _____

Name of Financial Officer: _____
Title: _____
Address: _____
E-Mail Address: _____
Telephone Number: _____ **Fax Number:** _____

Name of person responsible for Project
Quality Assurance (if applicable): _____
Title: _____
Address: _____
E-Mail Address: _____
Telephone Number: _____ **Fax Number:** _____

FUNDING INFORMATION FORM

Legal Name of Applicant: _____

Funding From Other State of Texas Agencies (Do not include TDH funding)				
State of Texas Agency & Program Name	**Name of Contact Person at State Agency**	**Telephone No.**	**Period Funds Available**	**Total Amount of Funding**
				$
				$
				$
				$
				$
			TOTAL STATE AGENCY FUNDING	$

A letter of good standing from each state agency providing funds to applicant (other than TDH) must be attached behind this form. If applicant is a State Agency or a State of Texas Institution of Higher Education, letters of good standing are not required.

Applicant's fiscal year ending month is: _____

Applicant must enter the total projected amount of federal expenditures for applicant's current fiscal year. Projected amount should include funding for all activities including "pass through" funds from all state agencies. Do not include funds being requested in this application; however, any other TDH funds that have been awarded to the applicant that are pass-through federal funds should be included in the projection. $ _____

Applicant must enter the total projected amount of state expenditures for applicant's current fiscal year. Projected amount should include funding for all activities including TDH funds except funds being requested in this application. $ _____

BUDGET SUMMARY

Legal Name of Applicant: _____

Cost Categories	TDH Funds Requested (1)	Direct Federal Funds (2)	Other State Agency Funds (3)	Local Funding Sources (4)	Other Funds (5)	Total (6)
A. Personnel	$	$	$	$	$	$
B. Fringe Benefits	$	$	$	$	$	$
C. Travel	$	$	$	$	$	$
D. Equipment	$	$	$	$	$	$
E. Supplies	$	$	$	$	$	$
F. Contractual	$	$	$	$	$	$
G. Construction	N/A	$	$	$	$	$
H. Other	$	$	$	$	$	$
I. Total Direct Costs	$	$	$	$	$	$
J. Indirect Costs	$	$	$	$	$	$
K. Total (Sum of I and J)	$	$	$	$	$	$
L. Program Income -- Projected Earnings	$	$	$	$	$	$
M. Match --In-Kind --Other Match	 $ $	 $ $	 $ $	 $ $	 $ $	 $ $

Indirect costs are based on (mark the statement which is accurate):

G The applicant's most recently approved indirect cost rate (_____%). A copy is attached behind the OTHER Budget Category Detail Form.

G The applicant's most recently approved indirect cost rate (_____%) which is on file with TDH's Fiscal Division.

G Uniform Grant Management Standards.

BUDGET SUMMARY INSTRUCTIONS

This form should reflect funding from all sources that support the project described in this application. Itemize the amount of support for each funding source and sum columns A through M and sum rows 1-5. See "Budget Forms and Instructions" for definitions of cost categories. For purposes of this form, the column headings have the following meanings:

Column 1: The amount of funds requested from the Texas Department of Health (TDH) for this project.
Column 2: Federal funds awarded directly to applicant.
Column 3: Funds awarded to applicant from other State of Texas governmental agencies.
Column 4: Funds awarded to applicant by local governmental agencies (city, county, local health department, etc.).
Column 5: Funds from other sources not previously addressed in columns 1-4 (third party reimbursements, private foundations, donations, fund-raising).
Column 6: The sum of columns 1-5.

Program Income: Projected Earnings. Applicant must estimate the amount of program income that is expected to be generated during the budget period.

Match: If applicant is required to provide a match with this application, applicant shall enter the amount of matching funds contributed from the appropriate funding column(s). Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the applicant's records. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the applicant uses to support the allocability of regular personnel costs. Third party in-kind contributions count toward satisfying a cost sharing or matching requirement only where, if the party receiving the contributions were to pay for them, the payments would be allowable costs.

In-Kind: The dollar value of in-kind contributions should be reflected in the appropriate line of row M. In-Kind Match and in the appropriate funding source column heading. The value placed on donated or volunteer services must be reasonable and must be documented to the satisfaction of TDH prior to being accepted as match. Documentation supporting the reasonableness and value of donated or volunteer services must be attached behind the BUDGET SUMMARY form.

Other Match: Enter the dollar amount of funds which will be used to match TDH funds for the proposed activity in row M. Other Match under the column heading which reflects the source of the other match. Match may come from sources such as local funds, other state grants, federal grants, private donations, or private foundations if not otherwise restricted.

Requirements for Categorical Budgets: The application must include a detailed breakdown of budget cost categories and a narrative justification. Details of each cost category shall be expressed using the budget category detail forms which follow. Definitions of the cost categories and instructions and examples of how to itemize the contents of each cost category are included after the budget category detail forms. The budget narrative shall explain and justify the proposed budget request. The budget category detail forms have space for a narrative; however, if more space is needed, attach additional sheets of paper to the respective budget category detail form. Computer generated facsimiles may be substituted for any of the forms; however, the exact wording and format must be maintained.

General Information: Additional information on basic accounting and financial management systems requirements is available in TDH's Financial Administrative Procedures Manual. Copies of the manual are available from the Grants Management Division.

Only those costs allowable under UGMS and any revisions thereto plus any applicable federal cost principles are eligible for reimbursement under this contract. Applicable cost principles, audit requirements, and administrative requirements are as follows:

Applicable Cost Principles	Audit Requirements	Administrative Requirements
OMB Circular A-87, State & Local Governments	OMB Circular A-133	UGMS
OMB Circular A-21, Educational Institutions	OMB Circular A-133	OMB Circular A-110
OMB Circular A-122, Non-Profit Organizations	OMB Circular A-133 and UGMS	UGMS
48 CFR Part 31, For-profit Organization other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular	Program audit conducted by an independent certified public accountant must be in accordance with Governmental Auditing Standards.	

A. Allowable and Unallowable Costs

Below is a brief listing of allowable and unallowable costs as prescribed by federal cost principles or TDH policy. Applicable federal cost principles provide additional information and guidance on allowable and unallowable costs.

An **allowable cost**, in accordance with federal cost principles, meets the following criteria:

1. It is necessary and reasonable for proper and efficient administration of the funded program;
2. It can be allocated to the funded program and is not a general expense needed to carry out the contractor's general responsibilities;
3. It is authorized or is not prohibited under applicable laws or regulations;

4. It conforms to applicable limitations or exclusions;
5. It is consistent with applicable policies and procedures;
6. It is treated consistently through the application of generally accepted accounting principles appropriate to the circumstances;
7. It is not allocated or included as a cost of any other program; and
8. It is the net sum of all applicable credits.

Unallowable costs, i.e., costs that may not be paid with TDH funds include, but are not limited to:

1. Advertising and public relations costs other than those specifically allowed by terms of the contract attachment or those incurred for the purpose of personnel recruitment, solicitation of bids and disposal of surplus materials;
2. Bad debts;
3. Construction is not allowed without the prior written approval of TDH;
4. Contingency reserve funds;
5. Contributions and donations;
6. Entertainment costs including amusement/social activities and their related costs (meals, beverages, lodgings, rentals, transportation, and gratuities) are not allowed unless the costs are directly related to the program's purpose and TDH has reviewed and issued prior written approval of the work plan components that relate to entertainment costs;
7. Fines, penalties, late payment fees, bank overdraft charges;
8. Fund-raising;
9. Interest (unless specifically authorized by applicable cost principles or authorized by federal or state legislation);
10. Lobbying.

B. <u>Direct Costs</u>

Direct costs are those that can be specifically identified with a particular award, project, service, scope of work or other direct objective of an organization. These costs may be charged directly to the TDH contract attachment (if applicant is awarded a contract). These costs may also be charged to cost objectives used to accumulate all costs pending distribution to specific contracts and other purposes. Direct cost categories include: personnel, fringe benefits, travel, equipment, supplies, contractual, and other.

C. <u>Indirect Costs</u>

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. The amount of indirect costs that may be charged to any resulting TDH contract attachment is determined by negotiation and will be defined in the contract budget attachment.

D. <u>Audit Requirements</u>

If required by OMB Circular A-133 and/or UGMS, applicant or applicant's authorized contracting entity shall arrange for a financial and compliance audit (Single Audit). Applicant may include in the budget request an amount for TDH's proportionate share of costs. The audit must be conducted by an independent CPA and must be in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Audit services shall be procured in compliance with state procurement procedures, as well as the provisions of UGMS.

PERSONNEL Budget Category Detail Form

LEGAL NAME OF APPLICANT: _____

Functional Title + Code E=Existing P=Proposed	% Time	Certification/ License Required	Total Annual Salary	Salary Requested for Project	Vacant Y/N	Justification

FRINGE BENEFITS: Itemize the elements of fringe benefits in this space. Attach an additional sheet of paper if more space is required.	**SALARY TOTAL**	$
	Fringe Benefits Rate _____% **FRINGE BENEFITS TOTAL**	$

TRAVEL Budget Category Detail Form

LEGAL NAME OF APPLICANT: _____

Local Travel Costs (Travel and Per Diem)

Mileage Reim-bursement Rate	Estimated Number of Miles	Estimated Mileage Cost	Estimated Per Diem Costs	Estimated Total Local Travel Costs (Mileage plus Per Diem)	Justification (Include who or what position will be traveling, area or locations to cover, and why local travel is necessary to accomplish the project.)

Conference/Workshop Costs

Name and/or Description of Conference/Workshop	Location (City)	No. of Applicant Employees Attending (for whom TDH funds are requested)	Estimated Travel Cost (# of Miles x Reimbursement Rate; Estimated Airfare, etc.)	Estimated Per Diem Cost	Estimated Related Travel Costs (taxi, etc.)	Estimated Total Conference/ Workshop Cost	Justification
		TOTAL	$	$	$	$	

NOTE: All contracts with the Texas Department of Health require that a written travel policy be maintained by the contracting entity. Attach a copy of the travel policy as an appendix to the proposal. If a written travel policy is not in place, TDH's travel policy will be used.

EQUIPMENT Budget Category Detail Form

LEGAL NAME OF APPLICANT: _____

Amount requested in budget for equipment: $_____

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. Equipment is defined by TDH as non-expendable personal property with a unit cost of more than $1,000.00 and a useful life of more than one year, with the following exceptions: fax machines, stereo systems, cameras, video recorders/players, microcomputers, printers, software, medical and laboratory equipment which cost over $500. Medical and laboratory equipment in this classification are defined as microscopes, oscilloscopes, centrifuges, balances, and incubators. Medical and laboratory equipment not included in these five categories are not considered a capital asset unless the unit value is over $1,000.00. These exceptions must be approved for purchase as equipment and are considered capital assets for inventory purposes.

DESCRIPTION OF ITEM (≥ $1,000 or Exceptions)	COST PER UNIT/# OF UNITS	TOTAL	PURPOSE & JUSTIFICATION

SUPPLIES Budget Category Detail Form

LEGAL NAME OF APPLICANT: _____

Amount requested in budget for supplies: $_____

Itemize, describe and justify the supply items listed below. Costs may be categorized by each general type (e.g. office, computer, medical, educational, janitorial, etc.).

DESCRIPTION OF ITEMS (≤ $1,000 excluding equipment exceptions)	COST PER UNIT/# OF UNITS	TOTAL	PURPOSE & JUSTIFICATION

CONTRACTUAL Budget Category Detail Form

LEGAL NAME OF APPLICANT: _____

Amount requested in budget for contractual: $_____. List only contracts for health or health-related services provided directly to applicant's clients by a third party. If a third-party is not yet identified, describe the service to be contracted and show contractor as "To be named." Justification for any contract that delegates a substantial portion of the scope of the project i.e. $25,000 or 25% of the applicant's funding request whichever is greater, must be attached behind this form.

Contractor Name (Agency or Individual)	Description of Services (Scope of Work)	Method of Reimbursement (Cost Reim-bursement or Unit Cost)	# of Hours or Units of Service	Unit Cost Rate (If Applicable)	Total	Justification

OTHER Budget Category Detail Form

LEGAL NAME OF APPLICANT: _____

Amount requested in budget for other: $_____

Description	Cost (Include # of Units x Unit Cost if	Purpose and Justification

DEFINITION OF COST CATEGORIES, INSTRUCTIONS AND EXAMPLES

A. PERSONNEL

DEFINITION: Actual salaries and wages for all staff positions in the proposed project that will provide direct care and administrative services (including clerical) to the project.

INSTRUCTIONS: Enter the following information for each position on the PERSONNEL Budget Category Detail Form: functional title, whether the position is existing or proposed, % of time dedicated to the project, any certification or license an individual must possess to be qualified for the position, the total annual salary, the amount of TDH funds requested for this position's salary (% of time dedicated to the project multiplied by the annual salary), whether the position is vacant or filled, and the justification for the position. Justification may include a brief description of the position's primary responsibilities and an explanation for the % of time dedicated to the project, why the position classification is appropriate (including license/certification requirements), and an explanation of reasonableness of the annual salary.

B. FRINGE BENEFITS

DEFINITION: Fringe benefits paid by the applicant on behalf of its employees. This includes employer contributions for social security, retirement, health and accident insurance, and workers' compensation insurance. Fringe benefits requested should represent actual benefits paid for employees.

INSTRUCTION: Itemize the elements of fringe benefits and indicate the % rate on the PERSONNEL Budget Category Detail Form.

C. TRAVEL

DEFINITION: The costs of transportation, lodging, meals and related expenses incurred by the applicant's staff while traveling to perform duties required by the proposed project are classified as travel. This includes personal auto mileage for travel by employees. Costs related to client transportation and registration fees should be classified as "Other" not "Travel."

INSTRUCTIONS: The TRAVEL Budget Category Detail Form requires information on local travel costs (travel and per diem) and information on conferences/workshops for which TDH funding is being requested. For local travel, enter the reimbursement rate for automobile mileage and the estimated number of miles to be traveled for the budget period. To calculate the total estimated local travel costs, multiply the local reimbursement rate per mile by the total estimated number of automobile miles. Enter the estimated per diem costs which may be associated with local travel and show the basis for cost (15 partial days x $7 per partial day = $105). The justification should include who or what position classification(s) will be traveling and why local travel is necessary to accomplish the project. For conferences/workshops, the following must be included for all attending for whom TDH funds are being requested: the name and/or description of the conference/workshop, the location (city), the number of persons attending, estimated travel, per diem, other related travel costs (excluding registration fees) and total costs for all attending. The justification should include how attendance at the conference/workshop will directly benefit the project and why it is necessary to accomplish the project.

All contracts with the Texas Department of Health require that a written travel policy be maintained by the contracting entity. Attach a copy of the travel policy as an appendix to the proposal. If a written travel policy is not in place, TDH's travel policy will be used.

D. EQUIPMENT

DEFINITION: Equipment is defined by TDH as non-expendable personal property with a unit cost of more than $1,000.00 and a useful life of more than one year, with the following exceptions: fax machines, stereo systems, cameras, video recorders/players, microcomputers, printers, software, medical and laboratory equipment. Medical and laboratory equipment in this category is defined as microscopes, oscilloscopes, centrifuges, balances, and incubators. Medical and laboratory equipment not included in these five categories are not considered a capital asset unless the unit value is over $1,000.00. The exception items listed will still be inventoried if their unit cost plus any items used with or attached to the unit is $500.00 or greater. For items with component parts (i.e., computers), the aggregate cost must be considered when applying the $500/$1,000 threshold.

INSTRUCTIONS: Enter the following information on the EQUIPMENT Budget Category Detail Form for each type of equipment item: description of each item, the cost per unit, the number of units to be purchased, the total amount for the line item (multiply the cost per unit by the number of units), state the purpose for the item(s) and why the equipment is necessary and how the applicant determined or will determine that the cost is reasonable. Attach a complete specification or a copy of the purchase order.

EXAMPLES OF EQUIPMENT DESCRIPTIONS

Remember: Equipment is priced **per unit** including freight. If you intend to purchase 10 modems @ $95 each, this would be considered a supply item not an equipment item.

INCORRECT EXAMPLES	**CORRECT EXAMPLES**
Computer-166 Mh Pentium 1@ $2,150 *(Insufficient description/specification)*	Packard Bell Multimedia C-110, Hard Drive 1081.7 MB; 14.4 AMSP modem fax; .44 MB 3.5" diskette drive, CD ROM 4X CDR-173; Mouse, Color monitor; Keyboard, Windows '95 pre-installed. 1@ $2,150
1 @ $250 Laser Jet Printer *(This item would be moved to supplies as it is less than $500.00).*	24" Zenith Portable TV/VCR Combination; Model #Z12345 1 @ $750

E. SUPPLIES

DEFINITION: Costs for materials and supplies necessary to carry out the program. This includes medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software less than $500, plus any equipment with a purchase price including freight not to exceed $1,000 per item, except those listed in the "equipment" category.

INSTRUCTIONS: Enter the following information in the SUPPLIES Budget Category Detail Form for each general category or type of supplies: description of the items, the cost per unit, the number of units to be purchased, the total amount for the line item (multiply the cost per unit by the number of units), and state the purpose for the item(s), why the equipment is necessary and how the applicant determined or will determine that the cost is reasonable.

F. CONTRACTUAL

DEFINITION: The contractual section includes only costs incurred for health or health-related services rendered directly to the applicant's clients by a third party. Examples of the services that may be included in this category are: counseling, education, nursing, lab fees, physician's fees, radiology, pharmacy, therapy, etc. Travel by these individuals should be included in this category if they are delivering client services. Contracts for administrative services are not included in this category; they are properly classified in the Other category.

If the applicant enters into grant contracts with subrecipients or procurement contracts with vendors, the documents will be in writing and will comply with the requirements specified in the Contracts with Subrecipients and Contracts for Procurement articles in the General Provisions for Texas Department of Health Grant Contracts (see **APPENDIX A: Sample General Provisions, Texas Department of Health Contracts**, 2000 version).

If an applicant plans to enter into a contract which delegates a substantial portion of the scope of the project i.e. $25,000 or 25% of the applicant's funding request whichever is greater, the applicant must submit justification to TDH and receive prior written approval from TDH before entering into the contract.

INSTRUCTIONS: The CONTRACTUAL Budget Category Detail Form requires the names of the individuals or organizations performing the services, a description of the services being contracted, the number of hours or units of service to be purchased, the method of reimbursement (cost reimbursement or unit cost), unit cost if applicable and total amount of each subcontract. Justification

should include why applicant intends to contract for the service, why the service is necessary to perform the scope of work and how the applicant will ensure that the cost of the service is reasonable.

Justification for contracts that delegate a substantial portion of the scope of the project i.e. $25,000 or 25% of the applicant's funding request whichever is greater, must be attached behind the CONTRACTUAL Budget Category Detail Form.

G. CONSTRUCTION - TDH does not fund construction projects.

H. OTHER

DEFINITION: All other allowable direct costs not listed in any of the above categories are to be included in this category. Some of the major costs that should be budgeted in this category are:

* contracts for administrative services or non-medical services;
* space and equipment rental;
* utilities and telephone expenses;
* data processing services;
* printing and reproduction expenses;
* postage and shipping;
* contract clerical or other personnel services;
* janitorial services;
* exterminating services;
* security services;
* insurance and bonds;
* equipment repairs or service maintenance agreements;
* books, periodicals, pamphlets, and memberships;
* advertising;
* registration fees;
* patient transportation;
* training costs, speakers fees and stipends.

INSTRUCTIONS: The OTHER Budget Category Detail Form requires a general description of the service and the cost. The justification should include an explanation of the purpose of the service and how it is necessary for the completion of the activity. The justification should also include a statement of when services will be utilized if other than the full RFP budget period.

I. TOTAL DIRECT CHARGES

The amount to be entered on row I Total Direct Costs, of the BUDGET SUMMARY form, is the sum of all direct cost categories (A through H).

J. INDIRECT COSTS

DEFINITION: Those costs related to the project that are not included in direct costs. Indirect costs are those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily identified with a particular cost center and which may be paid if allowable under the funding source.

The applicant may negotiate an indirect cost rate with its federal cognizant agency or state coordinating agency. If there is no assigned agency, TDH's Fiscal Division may provide guidance on how to have an agency assigned or TDH's Fiscal Division may review the applicant's cost allocation plan and negotiate an approved indirect cost rate. The TDH Fiscal Division will maintain a listing of agencies and their approved rates. To obtain information about cognizant agencies or negotiating an indirect cost rate, contact the TDH Fiscal Division at (512) 458-7435.

If the applicant does not have an approved indirect cost rate and does not intend to negotiate one, then funds may be budgeted in accordance with Uniform Grant Management Standards (UGMS) which reads as follows:

> "In lieu of determining the actual indirect costs of the service for which a state award is made, a grantee may recover up to 10 percent of the direct salary and wage costs of providing the service (excluding overtime, shift premiums, and

fringe benefits) as indirect costs, subject to adequate documentation [of direct salary and wage costs]. Applicants choosing this method of indirect cost recovery are prohibited from seeking recovery using a cost allocation plan, rate or other methods for the same period."

INSTRUCTIONS: A Budget Category Detail Form has not been developed for the Indirect Cost Category. Applicant should indicate the indirect cost rate (if applicable) on the BUDGET SUMMARY page and mark the box which contains the appropriate statement regarding the support for the indirect charge. If applicant attaches a copy of the most recently approved indirect cost rate, it should be placed behind the OTHER Budget Category Detail Form.

K. TOTAL

The amount to be entered on row K Total, of the BUDGET SUMMARY form, is the sum of Total Direct Costs and Indirect Costs (I + J).

L. PROGRAM INCOME

DEFINITION: Program income is the income resulting from fees or charges made by a contractor in connection with activities supported in whole or in part by a federal/state contract. Program income earned as a result of an effort which is jointly funded by TDH and the contractor is to be shared by TDH and the contractor. A program income allocation plan is the means by which TDH's share is determined. The required formula for a plan is as follows:

TDH's Share of Funding X Total Program Income Collected = TDH's Share of Program Income

TDH's Share of Funding + Contractors Share of Funding

Contractor shall disburse program income rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting cash payments including advance payments from TDH.

For more information about program income refer to the Program Income Article in the General Provisions for the Texas Department of Health Grant Contracts and/or request a copy of TDH's Financial Administrative Procedures Manual.

INSTRUCTIONS:
Projected Earnings. Applicant must enter on the BUDGET SUMMARY form the estimated amount of program income that is expected to be generated during the budget period.

Examples Of Program Income

- *fees received for personal services performed in connection with and during the period of contract support;*
- *tuition and fees when the course of instruction is developed, sponsored, and supported by*
- *the applicable contract from state or federal sources;*
- *sale of services such as laboratory tests or computer time; or*
- *payments received from patients or third parties for medical or hospital service, such as Title XIX or Title XX reimbursements, insurance payments, or patient fees. These payments may*
- *be made under either a cost reimbursement or a fixed price agreement;*
- *lease or rental of films or video tapes; and*
- *rights or royalty payments resulting from patents or copyrights developed or acquired by the contractor.*

M. MATCH

DEFINITION: The portion of allowable costs incurred under the proposed project borne by unrestricted funding sources or the value of third party in-kind contributions applicable to the period to which the match requirement applies.

Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the applicant's records. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, donated or volunteer services will be supported by the same methods that the applicant uses to support the allocability of regular personnel costs. Applicant must provide supporting documentation of the reasonableness and value of donated and volunteer services. Third party in-kind contributions count toward satisfying a cost sharing or matching requirement only where, if the party receiving the contributions were to pay for them, the payments would be allowable costs.

INSTRUCTIONS: If the applicant is required to provide a match with this application, applicant shall enter on the BUDGET SUMMARY form the amount of matching funds contributed under the appropriate funding column(s).

In-Kind. Enter the dollar value of in-kind contributions in row M. In-Kind Match under the column heading which reflects the source of the in-kind contribution. The value placed on donated or volunteer services must be reasonable and must be documented to the satisfaction of TDH prior to being accepted as match. Documentation supporting the reasonableness and value of donated or volunteer services must be attached behind the BUDGET SUMMARY form.

Other Match. Enter the dollar amount of funds which will be used to match TDH funds for the proposed activity in row M. Other Match under the column heading which reflects the source of the other match.

Applicant Name: _____
Application/RFP Deadline:_____
TDH RFP Name: _____

TEXAS DEPARTMENT OF HEALTH
HUB GOOD FAITH EFFORT PROGRAM(GFEP)/CLIENT SERVICES FORM

In accordance with Texas Government Code Title 10, Subtitle D, Chapter 2161 and Title 1 Texas Administrative Code (TAC) §111.11 through §111.24, state agencies are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contract awards issued by the state. The goal of this program is to promote full and equal business opportunities for all businesses in contracting with the state. See back of form for HUB definition.

The Texas Department of Health (TDH) is very committed to the HUB program and shall make a good faith effort to utilize HUBs in contracts for commodities and service purchases. TDH will achieve annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities. A *subcontractor* is an entity that enters into a contract with a contractor (vendor) to provide the goods or services for which the contractor is responsible under the terms of its contract with TDH.

It is the intent of TDH that *all* TDH contractors make a good faith effort to subcontract with HUBs during the performance of their contract; however, **any business that enters into a Client Services contract with TDH for $100,000 or more shall be required to make a good faith effort to award subcontracts to HUBs to meet the goal of 18.10%.** Any combination of the following subcontracting areas may be used to satisfy this goal:

- Commodity purchases (e.g. medical supplies, office supplies, laboratory supplies)
- Professional Services (e.g. physicians, nursing, laboratory services, pharmacy)
- Other Services (e.g. legal services, consulting, maintenance/repair services, computer services)

This Good Faith Effort Program goal does not prevent any business group from participating in contracting opportunities with the State of Texas. Further assistance and/or copies of the applicable sections of 1 TAC can be obtained by contacting the TDH HUB Program at (512) 458-7111, extension 3760 or 1-800-243-7487.

INSTRUCTIONS:

Applications for contract funds totaling less than $100,000 - Applicants are encouraged to voluntarily comply with the HUB Good Faith Effort Program, complete and return this HUB Good Faith Effort Program/Client Services Form with the application, and if a contract is awarded, to submit Quarterly Reports regarding HUB subcontracting activity. However, for applications less than $100,000, completion of this form and Quarterly Reports are not mandatory.

Applications for contract funds totaling $100,000 or more - Applicants are required to: comply with the HUB Good Faith Effort requirements, complete and return this HUB Good Faith Effort Program/Client Services form along with a supplemental letter as explained below (#3) with the application or no later than 7 working days following the submission of the original application, and if a contract is awarded, to submit appropriate Quarterly Reports regarding HUB subcontracting activity. For applications totaling $100,000 or more, compliance with these requirements is a condition of awarding a contract.

1. **Are you certified as a Texas Historically Underutilized Business (HUB)? _____Yes _____No**
   If "Yes" - What percentage of the contract work will be completed by your employees? _____

2. **If an award is issued, do you plan to utilize a HUB Subcontractor or Supplier for all or any portion of the contract?**
   _____Yes_____No If "Yes" - What percentage of the total dollar amount of the award will be or is estimated to be subcontracted? _____

3. **Attach supplemental documentation based on your answer to question #2 as follows: If "Yes"- List specific subcontracting or supply areas that compose the percentage amount listed; if "No"- Provide written explanation.**

Quarterly Reports (Due December, March, June and September)**:** If TDH determines you have complied with the good faith effort requirements and awards you a contract, you will be required to submit one of the following quarterly reports if you provide any HUB subcontracting opportunities:

- Non-HUB Vendors: *Progress Assessment Report by Non-Historically Underutilized Businesses of Work Sub-Contracted* (NON-HUB-PAR).
- HUB Vendors: *Progress Assessment Report by Historically Underutilized Business of Work Sub-Contracted* (HUB-PAR-A).

Applicant Representative Signature:_____

NOTE: A list of all General Service Commission certified HUBs may be electronically accessed through the Internet. Using a Web Browser (like Netscape, Mosaic, etc.), connect to **http://www.gsc.state.tx.us** (this is the GSC home page).

HUB DEFINITION

A HUB is defined in the Texas Government Code §2161.001(2), VTCA, as an entity with its principal place of business in this state that is:

A. a corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management;

B. a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by an economically disadvantaged person;

C. a partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;

D. a joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or

E. a supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

"Economically disadvantaged person" is defined in Texas Government Code §2161.001(3) as ". . . a person who is economically disadvantaged because of the person's identification as a member of a certain group, including Black Americans, Hispanic Americans, women, Asian Pacific Americans and Native Americans, and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control."

Contractor: _____

TDH Grant/Contract Name:_____

TDH
TEXAS DEPARTMENT OF HEALTH

PROGRESS ASSESSMENT REPORT BY
NON-HISTORICALLY UNDERUTILIZED BUSINESS
OF WORK SUB-CONTRACTED (NON-HUB-PAR)

Contractor Name:_____
Vendor Identification Number(VID#):_____
Mailing Address:_____
Total Contract Amount: $_____
Total Amount Paid to HUB Subcontractor(s): $_____

For HUB Subcontractor/Supplier, write in the letter "H" and the GSC Certification #. If NON-Certified HUB Subcontractor, write in the letter "N".	Name of Subcontractor/ Supplier	VID#, Social Security, or Federal ID #	$ Amount Paid This Period	$ Total Paid to Date

To be reported quarterly by the following dates:

Quarter	Months Included	Deadline
First	Sept., Oct., Nov.	December 5th
Second	Dec., Jan., Feb.	March 5th
Third	March, April, May	June 5th
Fourth	June, July, Aug.	September 5th

Signature _____
Title _____
Date _____
Telephone # _____
Return to: Texas Department of Health
Attn: TDH HUB Coordinator
Bureau of Support Services
1100 West 49th Street, G-103
Austin, TX 78756

Attach a narrative report describing your good faith efforts during the reporting period.

Contractor:_____
TDH Grant/Contract Name:_____
_____

TDH
TEXAS DEPARTMENT OF HEALTH

PROGRESS ASSESSMENT REPORT BY HISTORICALLY UNDERUTILIZED BUSINESS OF WORK SUB-CONTRACTED (HUB-PAR)

Contractor Name:_____
Vendor Identification Number(VID#):_____
Mailing Address:_____
Total Contract Amount: $_____**Total Amount Paid to HUB Subcontractor(s): $**_____
% of Contract performed by Contractor's employees for reporting period:_____

For HUB Subcontractor/Supplier, write in the letter "H" and the GSC Certification #. If NON-Certified HUB Subcontractor, write in the letter "N".	Name of Subcontractor/ Supplier	VID#, Social Security, or Federal ID #	$ Amount Paid This Period	$ Total Paid to Date

To be reported quarterly by the following dates:

Quarter	Months Included	Deadline
First	Sept., Oct., Nov.	December 5th
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Third	March, April, May	June 5th
Fourth	June, July, Aug.	September 5th

Signature _____
Title _____
Date _____
Telephone # _____

Return to: Texas Department of Health
Attn: TDH HUB Coordinator
Bureau of Support Services
1100 West 49th Street, G-103
Austin, TX 78756

Attach a narrative report describing your good faith efforts during the reporting period.

Texas Department of Health
Child Support Certification*

The Texas Family Code, §231.006, VTCA 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 that 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, VTCA 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: _____

*For purposes of this form, the word "contractor" is referring to the organization responding to a TDH RFP and the word "contract" should be read as "any proposed contract that results from a TDH RFP."

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 USC 1352
(See reverse for public burden disclosure.)

Approved by OMB 0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ Quarter_____ Date of last report _____

4.Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____ , if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): (Attach Continuation	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Sheets(s) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): $_____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify: _____
12. Form of Payment (Check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11.

(Attach Continuation Sheets(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by Title 31 USC Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature _____ Print Name: _____ Title: _____ Legal Name of Applicant: _____ Telephone No: _____ Date:_____
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

INSTRUCTIONS FOR COMPLETION OF SF-LLL
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31 USC §1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4 checks "subawardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include congressional district, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial (MI)

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If "other," specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

NONPROFIT BOARD OF DIRECTORS AND EXECUTIVE DIRECTOR ASSURANCES FORM

_____

_____

_____
(Name & Address Of Organization)

The persons signing on behalf of the above named organization certify that they are duly authorized to sign this Assurances form on behalf of the organization. The undersigned acknowledge and affirm:

A. That an annual budget has been approved for each contract with TDH.

B. The Board of Directors convenes on a regularly scheduled basis (no less than quarterly) to discuss the operations of the organization.

C. Actual revenue and expenses are compared with the approved budget, variances are noted, and corrective action taken as needed (with Board approval).

D. Timely and accurate financial statements are presented by the designated financial officer on a regular basis to the board.

E. That the Board of Directors will ensure that any required financial reports and forms, whether federal or state, are filed on a current and timely basis.

F. Adequate internal controls are in place to ensure fiscal integrity and accountability and to safeguard assets.

G. The Treasurer of the Board has been fully informed of his or her responsibilities as Treasurer.

H. The Board has Audit and/or Finance Committees that convene regularly and communicate effectively with the Board Treasurer and other Board members in understanding and responding to financial developments.

I. The organization observes Generally Accepted Accounting Principles when preparing financial statements and fund accounting practices are observed to ensure integrity among specific contracts or grants.

J. If a contract is executed with the Texas Department of Health, this form will be discussed in detail at the next official Board meeting and that notes of the discussion and a signed copy of this form will be included in the minutes of the meeting. A copy of the minutes will be forwarded to the Texas Department of Health's Grants Management Division, no later than 45 days after the meeting in which the form was discussed.

K. If a contract is executed with the Texas Department of Health, the Legal and Fiscal Responsibilities for Nonprofit Board of Directors Video and Guide will be viewed and a signed "tear-out" sheet will be completed and filed by each board member with the nonprofit organization no later than 45 days after contract execution. Newly appointed/elected board members will comply with these requirements no more than 45 days after taking office. All tear-out sheets will be available for inspection by TDH staff.

* _____ * _____

Chairman of the Board Signature/Date President or Executive Director Signature/Date

*If the signed original of this form has been provided to the Texas Department of Health during the calendar year and the officers signing the document have not changed, a copy of the signed form will be accepted.

ADMINISTRATIVE INFORMATION

Legal Name of Applicant: _____ _____

INSTRUCTIONS: 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.

Identifying Information

1. The applicant 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 applicant.**

If a Nonprofit or For profit Corporation

- **Full names (last, first, middle), addresses, telephone numbers, titles and occupations of members of the Board of Directors or any other principal officers. Indicate what offices are held by members (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 applicant is a for profit corporation.**

2. Is applicant a private, nonprofit organization?

□ YES□ NO

If YES, applicant must include evidence of its nonprofit status with the application. Any one of the following is acceptable evidence and should be attached following this form. Check the appropriate box for the attached evidence or complete the "Previously Filed" section, whichever is applicable.

G (a) A reference to the organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code.

G (b) A copy of a currently valid Internal Revenue Service Tax exemption certificate.

G (c) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.

G (d) A certified copy of the organization's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the organization.

G (e) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the applicant organization is a local nonprofit affiliate.

If an applicant has evidence of current nonprofit status on file with a program of TDH, it will not be necessary to file similar papers again, but the TDH program name and date of filing must be indicated.

Previously Filed with: (TDH Program) On (Date)

Conflict Of Interest and Contract History

The applicant must disclose any existing or potential conflicts of interest relative to the performance of the requirements of this RFP. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by TDH that a conflict of interest exists the applicant may be disqualified from further consideration for the award of a contract.

1. **Does anyone in the applicant organization have any existing or potential conflict of interest relative to the performance of the requirements of this RFP?**

   ☐ **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.)

2. **Has any member of applicant's executive management, project management, governing board or principal officers been employed by the State of Texas 24 months prior to the application due date?** *(State agency applicants are not required to respond to this question.)*

   ☐ **YES** ☐ **NO**

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

3. **Has applicant had a contract with TDH 24 months prior to the application due date?**

   ☐ **YES** ☐ **NO**

   If NO, applicant shall submit a copy of the organization's most recent balance sheet and statement of income and expenses. TDH will evaluate the financial statements and may, at its sole discretion, reject the proposal on the grounds of the applicant's financial capability.

4. **Is applicant or any member of applicant's executive management, project management, board members or principal officers:**

   - **delinquent on any state, federal or other debt;**
   - **affiliated with an organization which is delinquent on any state, federal or other debt; or**
   - **in default on an agreed repayment schedule with any funding organization?**

   ☐ **YES** ☐ **NO**

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

TEXAS DEPARTMENT OF HEALTH
ASSURANCES AND CERTIFICATIONS

Note: Some of these Assurances and Certifications may not be applicable to your project. If you have questions, contact the awarding program within TDH.

As the duly authorized representative of the applicant, my signature on the FACE PAGE Form certifies that the applicant:

1. Has the legal authority to apply for state/federal assistance, and the institutional, managerial and financial capability and systems (including funds sufficient to pay the non-state/federal share of project costs) to ensure proper planning, management and completion of the project described in this application;

2. Has a financial system that demonstrates accounting, budgetary and internal controls; cash management; reporting capability; cost allowability determination; and source documentation;

3. And parent, affiliate, or subsidiary organization, if such a relationship exists, will give TDH, the Texas State Auditor, the Comptroller General of the United States, and if appropriate, the federal government, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

4. Will supplement the project/activity with funds made available through a contract award as a result of this RFP and will not supplant funds;

5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;

6. Will comply, as a subgrantee, with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree;

7. Affirms that it has not given, nor intends to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement;

8. Will honor for 90 days after the application due date the technical and business terms contained in the application;

9. Will initiate the work after receipt of a fully executed contract and will complete it within the contract period;

10. Will not require a client to provide or pay for the services of a translator or interpreter;

11. Will identify and document on client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services;

12. Will make every effort to avoid use of any persons under the age of 18 or any family member or friend of a client as an interpreter for essential communications with clients who have limited English proficiency. However, a family member or friend may be used as an interpreter if this is requested by the client and the use of such a person would not compromise the effectiveness of services or violates the client's confidentiality, and the client is advised that a free interpreter is available;

13. Will comply with the requirements of the Immigration Reform and Control Act of 1986, 8 USC §§1324a, et seq., as amended, regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services proposed in this application;

14. Agrees to comply with the following to the extent such provisions are applicable:
    A. Title VI of the Civil Rights Act of 1964, 42 USC §§2000d, et seq.;
    B. Section 504 of the Rehabilitation Act of 1973, 29 USC §794(a);
    C. The Americans with Disabilities Act of 1990, 42 USC §§12101, et seq.; and
    D. All amendments to each and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age);

15. Will comply with the Uniform Grant and Contract Management Act (UGCMA), Texas Government Code, Chapter 783, VTCA, and the Uniform Grant Management Standards (UGMS), as amended by revised federal circulars and incorporated in UGMS by the Governor's Budget and Planning Office, which apply as terms and conditions of any resulting contract. If a conflict arises between the provisions of a resulting contract, and the provisions of UGCMA and UGMS, the provisions of UGCMA and UGMS will prevail unless expressly stated otherwise. A copy of the UGMS manual and its references are available upon request;

16. Will remain current in its payment of franchise tax or is exempt from payment of franchise taxes, if applicable;

17. Will comply with the non-discriminatory requirements of Texas Labor Code, Chapter 21, VTCA, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age;

18. Will comply with environmental standards which may be prescribed pursuant to the following:
    A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC 4321-4347, and Executive Order (EO) 11514 "Protection and Enhancement of Environmental Quality;"
    B. Notification of violating facilities pursuant to EO 11738 "Providing for Administration of the Clean Air Act and the Federal Water Pollution Contract Act with Respect to Federal Contracts, Grants or Loans;"
    C. Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§7401- 7642;
    D. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 21 USC §349, 42 USC §§300f-300j;

19. Will comply with the Pro-Children Act of 1994, 20 USC §§6081-6084, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products;

20. Will comply, if applicable, with National Research Service Award Act of 1971, 42 USC §289L-1 and 20 USC §§2080-6081, regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance;

21. Will comply, if applicable, with the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 USC §263 a, which establish federal requirements for the regulation and certification of clinical laboratories;

22. Will comply, if applicable, with the Occupational Safety and Health Administration Regulations on Bloodborne Pathogens, 56 Fed. Reg. 64175 (1991), 29 CFR §1919.030, which set safety standards for those workers and facilities who may handle bloodborne pathogens;

23. Will not, if a for profit organization, charge a fee for profit. A profit or fee is considered to be an amount in excess of actual allowable, allocable, and reasonable direct and indirect costs which are incurred in conducting an assistance project;

24. Will comply with all applicable requirements of all other state/federal laws, executive orders, regulations, and policies governing this program.

25. Defined as the primary participant in accordance with 45 CFR Part 76, and his/her principals:
    (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
    (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

    Should the applicant not be able to provide this certification (by signing the FACE PAGE Form), an explanation should be placed after this form in the application response. The applicant agrees by submitting this proposal that he/she will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction" (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

26. Understands that Title 31, USC §1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," generally prohibits recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the executive or legislative branches of the federal government in connection with a **SPECIFIC** grant or cooperative agreement. Section 1352 also requires that each

person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization on the FACE PAGE Form) certifies, to the best of his or her knowledge and belief, that:

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

(b) If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agent, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," (SF-LLL) in accordance with its instructions. SF-LLL and continuation sheet are included at the end of this application form.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

27. Affirms that the statements herein are true, accurate, and complete (to the best of his or her knowledge and belief), and agrees to comply with the TDH terms and conditions if an award is issued as a result of this application. Willful provision of false information is a criminal offense (Title 18, USC §1001). Any person making any false, fictitious, or fraudulent statement may, in addition to other remedies available to the Government, be subject to civil penalties under the Program Fraud Civil Remedies Act of 1986 (45 CFR Part 79).

APPENDIX A -TDH CONTRACT GENERAL PROVISIONS

GENERAL PROVISIONS FOR
TEXAS DEPARTMENT OF HEALTH GRANT CONTRACTS

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Any alteration to this document constitutes a *counter-offer* and must be approved in writing by the Texas Department of Health.

GENERAL PROVISIONS FOR
TEXAS DEPARTMENT OF HEALTH GRANT CONTRACTS

ARTICLE 1. Preamble

PERFORMING AGENCY and RECEIVING AGENCY (the parties) agree to make and enter into this grant contract (contract), to faithfully perform the duties prescribed by this contract and to uphold and abide by its terms and provisions. This contract consists of RECEIVING and PERFORMING AGENCY identifying data, Details of Attachment(s), authorized signatures, General Provisions, and Attachment(s) with detailed Scope(s) of Work, Special Provisions, budget(s), and exhibit(s) as applicable. This contract represents the complete and entire understanding and agreement of the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract.

The person or persons signing and executing this contract on behalf of PERFORMING AGENCY, or representing themselves as signing and executing this contract on behalf of PERFORMING AGENCY, warrant and guarantee that he, she, or they have been duly authorized by PERFORMING AGENCY to execute this contract on behalf of PERFORMING AGENCY and to validly and legally bind PERFORMING AGENCY to all of its terms, performances, and provisions.

PERFORMING AGENCY assures compliance with this contract, including these General Provisions unless otherwise specified in any Special Provisions of the Attachment(s) to this document. If these General Provisions are revised or replaced during the term of this contract and PERFORMING AGENCY does not consent to comply with the modified General Provisions, PERFORMING AGENCY may exercise its termination options in accordance with the General Provisions, Termination Article.

ARTICLE 2. Term

The time period of this contract shall be governed by the term(s) of the Attachment(s). No commitment of contract funds is permitted prior to the first day or subsequent to the last day of the term. The term may be extended or shortened by amendment(s).

ARTICLE 3. Funding

This contract is contingent upon the availability of funding for each Attachment for the term of the Attachment. PERFORMING AGENCY shall have no right of action against the State of Texas or RECEIVING AGENCY in the event that RECEIVING AGENCY is unable to fulfill its obligations under this contract as a result of lack of sufficient funding of RECEIVING AGENCY for any Attachment(s) to this contract. If funds become unavailable, provisions of the Termination Article will apply.

ARTICLE 4. Amendments

This contract may be amended only if the amendment is in writing and signed by individuals with authority to bind all parties.

PERFORMING AGENCY shall not perform and RECEIVING AGENCY shall not pay for the performance of different or additional services, work, or products except pursuant to an amendment of this contract that is executed in compliance with this Article. RECEIVING AGENCY may not waive any term, covenant, or condition of this contract unless by amendment executed in compliance with this Article.

PERFORMING AGENCY shall plan expenditures so that any necessary budget revisions or amendments are executed no later than 90 days prior to the expiration of the Attachment term. PERFORMING AGENCY shall

provide a written justification for any budget revisions and/or amendments. If a budget revision or amendment is requested during the last quarter of the Attachment term, the written justification must include a reason for the delay. Revision or amendment requests may be granted at the discretion of RECEIVING AGENCY.

ARTICLE 5. Applicable Laws and Standards

This contract shall be interpreted under and in accordance with the laws of the State of Texas and enabling state rules. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this contract.

The Uniform Grant and Contract Management Act (UGCMA), Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS) as amended by revised federal circulars and incorporated in UGMS by the Governor's Budget and Planning Office, apply as terms and conditions of this contract and are adopted by reference in their entirety. If a conflict arises between the provisions of this contract and the provisions of UGCMA and UGMS, the provisions of UGCMA and UGMS will prevail unless expressly stated otherwise.

RECEIVING AGENCY must give prior approval for changes to contract Attachment(s) as specified by UGMS in Part III, "State Uniform Requirements for Grants and Cooperative Agreements," Subpart C-Post-Award Requirements, item ___.30-Changes, and applicable federal Office of Management and Budget (OMB) circulars. RECEIVING AGENCY will provide copies of applicable OMB circulars, Code of Federal Regulations, and UGMS to PERFORMING AGENCY upon request. These documents are incorporated by reference as a condition of this contract.

PERFORMING AGENCY may not use funds granted under this contract to pay any person for influencing or attempting to influence an officer or employee of any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant (31 USC §1352 and UGMS). If at any time this contract exceeds $100,000, regardless of funding source, PERFORMING AGENCY shall file with RECEIVING AGENCY a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of PERFORMING AGENCY in connection with that contract or grant, a certification that none of the funds provided by RECEIVING AGENCY have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom PERFORMING AGENCY has an agreement. PERFORMING AGENCY shall require any person who requests or receives a subgrant or subcontract to file the same declaration, certification and disclosure with RECEIVING AGENCY. PERFORMING AGENCY shall file the declaration, certification, and disclosure at the time of application for the contract or grant; upon execution of a contract or grant unless PERFORMING AGENCY previously filed a declaration, certification or disclosure form in connection with the award; and at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration, certification or disclosure previously filed. RECEIVING AGENCY will supply the certification form to PERFORMING AGENCY upon request.

ARTICLE 6. Debarment and Suspension

PERFORMING AGENCY certifies by execution of this contract to the following:

- it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, Feb. 18, 1986, 51 Fed. Reg. 6370;
- neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency; and

- it is not subject to an outstanding judgment in a suit against PERFORMING AGENCY for collection of the balance of a debt.

Where PERFORMING AGENCY is unable to certify to any of the statements in this Article, PERFORMING AGENCY shall attach an explanation.

PERFORMING AGENCY shall not contract with a subrecipient nor procure goods or services from a subcontractor, at any tier, which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.

ARTICLE 7. <u>Assurances</u>

PERFORMING AGENCY shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

To the extent such provisions are applicable to PERFORMING AGENCY, PERFORMING AGENCY agrees to fully comply with the following:

- Title VI of the Civil Rights Act of 1964, 42 USC §§2000d *et seq.* (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin, and includes the provision for effective communication and equal access to programs, services and activities to persons with Limited English Proficiency (LEP);
- Title IX of the Education Amendments of 1972, 20 USC §§1681-1683, and 1685-1686, as amended, which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, 29 USC §794(a), which prohibits discrimination on the basis of disabilities and the Americans with Disabilities Act of 1990, 42 USC §§12101 *et seq.*, including the provision for effective communication and equal access to programs, services and activities to persons with sensory and speech impairments;
- The Age Discrimination Act of 1975, 42 USC §§6101-6107, as amended, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, 21 USC §1101 *et seq*., as amended, relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC §290dd (b)(1), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
- Public Health Service Act of 1912, §§523 and 527, 42 USC §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act of 1968, 42 USC §§3601 *et seq.*, as amended, relating to nondiscrimination in the sale, rental or financing of housing; and,
- The requirements of any other nondiscrimination statute(s).

Collectively, such requirements obligate RECEIVING AGENCY to provide services without discrimination on the basis of race, color, national origin, age, sex, or disability. PERFORMING AGENCY shall carry out the terms of this contract in a manner which will assist RECEIVING AGENCY in complying with such obligations to the fullest extent of PERFORMING AGENCY's ability**.**

PERFORMING AGENCY agrees to comply with all or part of the following, as applicable:

A. Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age.

B. Immigration Reform and Control Act of 1986, 8 USC §1324a, as amended, regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this contract.

C. Pro-Children Act of 1994, 20 USC §§6081-6084, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products.

D. The National Research Service Award Act of 1971, 42 USC §§289a-1 *et seq*., as amended, and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding the protection of human subjects involved in research, development, and related activities supported by any applicable award of federal assistance, as implemented by 45 CFR Part 46, Protection of Human Subjects.

E. The Clinical Laboratory Improvement Amendments of 1988, 42 USC §263a, as amended, which establish federal requirements for the regulation and certification of clinical laboratories.

F. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR §1910.1030, which set safety standards for those workers and facilities who may handle blood borne pathogens.

G. Laboratory Animal Welfare Act of 1966, 7 USC §§2131 *et seq*. (P.L. 89-544), as amended, pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.

H. Article 9102, Texas Revised Civil Statutes, as amended, pertaining to standards which eliminate architectural barriers for persons with disabilities.

I. Health and Safety Code §165.004, relating to the promotion of breast-feeding by providing information that encourages breast-feeding to program participants who are pregnant women or mothers with infants. Promotional material may be requested from RECEIVING AGENCY by calling (512) 406-0744.

J. Environmental standards pursuant to the following:
   (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§4321-4347 and Executive Order 11514, "Protection and Enhancement of Environmental Quality."
   (2) Notification of violating facilities pursuant to Executive Order 11738, "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans."
   (3) Protection of wetlands pursuant to Executive Order 11990.
   (4) Evaluation of flood hazards in flood plains in accordance with Executive Order 11988.
   (5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§1451 *et seq.*, as amended.
   (6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§7401 *et seq*.
   (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§300f-300j, as amended.
   (8) Protection of endangered species under the Endangered Species Act of 1973, 7 USC §136, as amended.

K. The Hatch Political Activity Act, 5 USC §§7321-26, which limits the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.

L. The Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable, concerning minimum wage and maximum hours.

M. General Appropriations Act, Regular Session, 76th Legislature, 1999, Article §9-6.13, pp. ix-39&40, "Limitation on Grants to Units of Local Government." For the purpose of §9-6.13, "unit of local government" shall mean a council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code; a Local Workforce Development Board; or an MHMR community center.

N. Texas Government Code, Chapter 573, relating to nepotism.

O. Texas Government Code, Chapter 552, relating to open records and public information.

P. Texas Government Code, Chapter 551, relating to open meetings.

Q. Texas Government Code, Chapter 415, and all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code, relating to regulated law enforcement agencies.

PERFORMING AGENCY shall ensure that the facilities under its ownership, lease or supervision which will be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and shall notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (Executive Order 11738).

PERFORMING AGENCY shall comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §§4001-4003, as amended. Section 102(a) requires the purchase of flood insurance in communities where the insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the U. S. Department of Housing and Urban Development as an area having special flood hazards.

If PERFORMING AGENCY provides medical, dental, psychological or surgical treatment to a minor under this contract, either directly or through contracts with subrecipients, the treatment of a minor shall be provided only if consent to treatment is obtained pursuant to Chapter 32 of the Texas Family Code relating to consent to treatment of a child by a non-parent or child. If requirements of federal law relating to consent directly conflict with Chapter 32 of the Family Code, federal law shall supersede state law.

PERFORMING AGENCY shall comply with the requirements of the Texas Workers' Compensation Act, Labor Code, Chapters 401-406, and rules promulgated thereunder found at 28 Texas Administrative Code (TAC), Chapter 41, *et seq*., which cover compensation for employees' injuries.

When incorporated into a contract, standard assurances contained in the application package, if any, become terms or conditions for receipt of RECEIVING AGENCY funds. PERFORMING AGENCY and its subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met.

PERFORMING AGENCY shall comply with all federal tax laws and is solely responsible for filing all required state and federal tax forms.

PERFORMING AGENCY shall comply with all applicable requirements of federal and state laws, executive orders, regulations and policies governing the activity described in the Attachment(s), and with the applicable standard conditions or assurances prescribed by UGMS in Part III, "State Uniform Requirements for Grants and Cooperative Agreements," Subpart B-Pre-Award Requirements, item ___. 14-State Assurances.

PERFORMING AGENCY assures it shall not transfer, assign or sell its interest in this contract, or in any equipment purchased with funds from this contract, without the written consent of RECEIVING AGENCY.

ARTICLE 8. Intellectual Property

Texas Health and Safety Code §12.020(a), authorizes RECEIVING AGENCY to apply for, register, secure, hold, and protect a patent, copyright, trademark or other evidence of protection or exclusivity issued in or for intellectual property.

"Intellectual property" consists of inventions; discoveries; improvements to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; computer software; literary works; musical works with any accompanying words; dramatic works with any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; sound recordings; architectural works; words, names, symbols, devices, slogans or any combination thereof which have been adopted and used by RECEIVING AGENCY to identify goods and/or services and distinguish them from those of others; and any other creative works if they may be protected by a patent, copyright, trademark, service mark, collective mark, or certification mark or other evidence of protection or exclusivity whether or not protection or exclusivity has been applied for or received.

"Mark," for purposes of trademark and service mark, includes a word, name, symbol, device, slogan or any combination thereof which has been adopted and used by RECEIVING AGENCY to identify goods and/or services and distinguish them from those of others. Federal trademark law also provides for collective marks and certification marks.

"Patent" protects any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement.

"Work made for hire" is a work prepared by an employee within the scope of his or her employment; or a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, and the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

The term "works," for purposes of federal copyright law, includes software; literary works; musical works with any accompanying words; dramatic works with any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works, sound recordings and architectural works.

All work performed that results in the production of original books, manuals, films, or other original material is the exclusive property of RECEIVING AGENCY. All right, title, and interest in and to said property shall vest in RECEIVING AGENCY upon creation. All work performed shall be deemed to be a "work made for hire" for copyright purposes and made in the course of the services rendered pursuant to this contract. To the extent that title to any such work may not, by operation of law, vest in RECEIVING AGENCY or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to RECEIVING AGENCY. RECEIVING AGENCY shall have the right to obtain and to hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. PERFORMING AGENCY shall ensure all rights, titles, and interest in and to the intellectual property are secured to RECEIVING AGENCY from PERFORMING AGENCY and its subrecipients. PERFORMING AGENCY agrees to give RECEIVING AGENCY and agrees to require its subrecipients to give RECEIVING AGENCY, or any person designated by RECEIVING

AGENCY, all assistance required to perfect the rights defined in this Article, without any charge or expense beyond those amounts payable to PERFORMING AGENCY for the services rendered under the contract.

If federal funds are used to finance activities supported by the contract Attachment(s) that result in the production of original books, manuals, films, or other original material, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright to which a PERFORMING AGENCY or its subrecipient purchases ownership with grant support. PERFORMING AGENCY shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."

In the event the terms of a federal grant award the copyright to PERFORMING AGENCY, RECEIVING AGENCY reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for RECEIVING AGENCY, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a contractor purchases ownership with grant support.

PERFORMING AGENCY may publish the results of the contract performance, if those results are subject to copyright law, at its expense with prior RECEIVING AGENCY review and approval. RECEIVING AGENCY will not withhold the approval unreasonably. If RECEIVING AGENCY withholds approval, PERFORMING AGENCY may still publish the results of the contract performance but shall not reference the Texas Department of Health in any manner. If RECEIVING AGENCY approves and owns the copyright, any publication should include "© (the year of publication), Texas Department of Health, All Rights Reserved." If PERFORMING AGENCY is the copyright holder, any publication shall include acknowledgment of the support received from RECEIVING AGENCY. At least six copies of any such publication must be provided to RECEIVING AGENCY. RECEIVING AGENCY reserves the right to require additional copies before or after the initial review.

PERFORMING AGENCY and any subrecipient, as appropriate, must comply with the standard patent rights clauses in 37 Code of Federal Regulations §401.14 or Federal Acquisition Regulations 52.227.11.

ARTICLE 9. Historically Underutilized Businesses

RECEIVING AGENCY shall comply with Texas Government Code, Chapter 2161, and 1 TAC §§111.11-111.24 *et seq*., whereby state agencies are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contract awards issued by the state to purchase "goods," which are defined as "supplies, materials, or equipment," services, or public works.

If PERFORMING AGENCY subcontracts a portion of this contract, PERFORMING AGENCY agrees to make a good faith effort to subcontract with HUBs during the performance of its contract Attachment(s) with RECEIVING AGENCY and will report HUB subcontract activity on a quarterly basis to RECEIVING AGENCY.

ARTICLE 10. Conflict of Interest

PERFORMING AGENCY does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this contract. Potential conflicts of interest include an existing business or personal relationship between PERFORMING AGENCY, its principal, or any affiliate or subrecipient with RECEIVING AGENCY, its board members, officers or employees, or any other entity or person involved in any way in any project that is the subject of this contract.

ARTICLE 11. Certification of Software, Hardware, Firmware and Micro Code Products

PERFORMING AGENCY certifies that any supplied or supported software, hardware, firmware, and micro code products used individually or together as a system to comply with RECEIVING AGENCY contract requirements will operate "accurately" in the manner in which they were intended when given a "valid date" containing century, year, month, and day.

For purposes of this Article, "supplied or supported software, hardware, firmware, and micro code products" does not include software supported by RECEIVING AGENCY or an agency of the federal government.

PERFORMING AGENCY is responsible for installing and implementing any versions of any software provided by RECEIVING AGENCY or an agency of the federal government which is used in performance of this contract.

For purposes of this Article,

a) "accurately" is defined to include the following:
1) calculations must be correctly performed using four-digit year processing;
2) functionality-on-line, batch including entry, inquiry, maintenance and updates must support four-digit year processing;
3) interfaces and reports must support four-digit year processing;
4) processing with a four-digit year must occur without human intervention;
5) correct results in forward and backward date calculation spanning century boundaries must be provided;
6) correct leap year calculations must be performed; and
7) processing correct results in forward and backward date calculation spanning century boundaries must occur;

b) "date integrity" shall mean all manipulations of time-related data (dates, durations, days of week, etc.) will produce desired results for all valid date values within the application domain;

c) "explicit century" shall mean date elements in interfaces and data storage permit specifying century to eliminate date ambiguity;

d) "extraordinary actions" shall be defined to mean any action outside the normal documented processing steps identified in the product's reference documentation;

e) "general integrity" shall mean no value for current date will cause interruptions in desired operation;

f) "implicit century" shall mean for any data element without century, the correct century is unambiguous for all manipulations involving that document;

g) "product" or "products" shall be defined to include, but is not limited to, any supplied or supported hardware, software, firmware and/or micro code;

h) "valid date" shall contain a two-digit month, a two-digit day and a four-digit year.

PERFORMING AGENCY and its subrecipient(s) must obtain a warranty from any vendor/licensor from which it obtains product(s) that product(s) delivered and installed under the contract/license shall be able to accurately process valid date data when used in accordance with the product documentation provided by the contractor/ licensor and require no extraordinary actions on the part of PERFORMING AGENCY, its personnel, or its subrecipient(s). Products under the contract/license shall possess general integrity, date integrity, explicit and implicit century capabilities. If the contract/license requires that specific products must perform as a system in accordance with the foregoing warranty, then the warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to PERFORMING AGENCY or its subrecipient(s) for breach of the warranty shall be defined in, and subject to, the terms and conditions of the contractor's standard commercial warranty or warranties contained in the contract/license; provided, that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to PERFORMING AGENCY or its subrecipient(s) shall include repair or replacement of any supplied product if its noncompliance is discovered and made known to the contractor/licensor in writing within ninety (90) days after final acceptance. Nothing in the warranty shall be considered to limit any rights or remedies PERFORMING AGENCY or its subrecipient(s) may otherwise have under the contract/license.

RECEIVING AGENCY will not hold PERFORMING AGENCY responsible if the information coming to PERFORMING AGENCY's product/software from RECEIVING AGENCY is inaccurate or corrupt.

ARTICLE 12. <u>Standards for Financial and Programmatic Management</u>

PERFORMING AGENCY shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS as detailed in RECEIVING AGENCY's Financial Administrative Procedures Manual. Those requirements shall include at a minimum:

A. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;

B. Financial management systems including accurate, correct, and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allowableness, and allocability of costs; and timely and appropriate audits and resolution of any findings; and,

C. Billing and collection policies, including a fee schedule, a system for discounting or adjusting charges based on a person's income and family size, and a mechanism capable of billing and making reasonable efforts to collect from patients and third parties.

PERFORMING AGENCY must bill all third party payers for services provided under the Attachment(s) before submitting any request for reimbursement to RECEIVING AGENCY. A third party payer is any person or entity who has the legal responsibility for paying all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources. Third party billing functions will be provided by PERFORMING AGENCY at no cost to the client. PERFORMING AGENCY or its subrecipient must become a Medicaid provider if performing approved Texas Medicaid services authorized by the Attachment(s).

PERFORMING AGENCY and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management. Such responsibility shall include: accountability for all funds and materials received from RECEIVING AGENCY; compliance with RECEIVING AGENCY rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and RECEIVING AGENCY's monitoring processes. Ignorance of any contract provisions or other requirements contained or referenced in this contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

ARTICLE 13. Bonding

PERFORMING AGENCY is required to carry a fidelity bond, insurance coverage or self-insurance equal to the amount of funding provided under the contract Attachment(s) up to $100,000 that covers each employee of PERFORMING AGENCY handling funds under this contract, including person(s) authorizing payment of such funds. The fidelity bond, insurance, or self-insurance will provide for indemnification of losses occasioned by: 1) any fraudulent or dishonest act or acts committed by any of PERFORMING AGENCY's employees, either individually or in concert with others, and/or 2) failure of PERFORMING AGENCY or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment.

ARTICLE 14. Funding Participation Requirement

PERFORMING AGENCY agrees funds provided through this contract will not be used for matching purposes in securing other funding unless directed or approved by RECEIVING AGENCY.

ARTICLE 15. Allowable Costs and Audit Requirements

Only those costs allowable under UGMS and any revisions thereto plus any applicable federal cost principles are eligible for reimbursement under this contract. Applicable cost principles, audit requirements, and administrative requirements are as follows:

Applicable Cost Principles*	Audit Requirements*	Administrative Requirements*
OMB Circular A-87, State & Local Governments	OMB Circular A-133	UGMS

* OMB Circulars shall be applied with the modifications prescribed by UGMS.

PERFORMING AGENCY or the AUTHORIZED CONTRACTING ENTITY shall arrange for a financial and compliance audit (Single Audit) if required by OMB Circular A-133 and/or UGMS. The audit shall be of PERFORMING AGENCY's or the AUTHORIZED CONTRACTING ENTITY's fiscal year. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. PERFORMING AGENCY shall procure audit services in compliance with state procurement procedures, as well as with the provisions of UGMS.

If PERFORMING AGENCY is not required to have a Single Audit, a limited scope audit may be required. RECEIVING AGENCY will provide PERFORMING AGENCY with written audit requirements if a limited scope audit is required.

Within 30 days of receipt of the audit reports required by this section, PERFORMING AGENCY/AUTHORIZED CONTRACTING ENTITY shall submit a copy to RECEIVING AGENCY's Internal Audit Division.

ARTICLE 16. Terms and Conditions of Payment

For services satisfactorily performed pursuant to this contract, RECEIVING AGENCY will reimburse PERFORMING AGENCY for allowable costs. Reimbursements are contingent on a signed contract and will not exceed the total of each Attachment(s). PERFORMING AGENCY is entitled to payment only if the service, work, and/or product has been satisfactorily performed and authorized in accordance with this contract.

PERFORMING AGENCY must have incurred a cost within the applicable Attachment term to be eligible for reimbursement under this contract and prior to claiming reimbursement. PERFORMING AGENCY must submit requests for reimbursement on a State of Texas Purchase Voucher (TDH Form B-13) or any other form designated by RECEIVING AGENCY monthly within 30 days following the end of the month covered by the bill. PERFORMING AGENCY shall submit a reimbursement request as a final close-out bill not later than 90 days following the end of the applicable Attachment term(s) for costs encumbered on or before the last day of the Attachment term. Reimbursement requests submitted and postmarked more than 90 days following the end of the applicable Attachment term may not be paid, at the discretion of RECEIVING AGENCY.

PERFORMING AGENCY shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including advance payments from RECEIVING AGENCY.

Funding from this contract may not be used to supplant [i.e., use in place of funds dedicated, appropriated or expended for activities funded through the Attachment(s)] state or local funds, but PERFORMING AGENCY shall use the funds from this contract to increase state or local funds currently available for a particular activity. PERFORMING AGENCY shall maintain its current level of support, if possible.

RECEIVING AGENCY shall determine whether costs submitted by PERFORMING AGENCY are allowable and reimbursable. If RECEIVING AGENCY has paid funds to PERFORMING AGENCY for unallowable or ineligible costs, PERFORMING AGENCY shall return the funds to RECEIVING AGENCY within 30 days of written notice.

RECEIVING AGENCY may withhold all or part of any payments to PERFORMING AGENCY to offset reimbursement for any ineligible expenditures that PERFORMING AGENCY has not refunded to RECEIVING AGENCY. RECEIVING AGENCY may take repayment from funds available under any contract Attachment, active or expired, in amounts necessary to fulfill PERFORMING AGENCY repayment obligations.

ARTICLE 17. <u>Advance Payments</u>

PERFORMING AGENCY may request a one-time advance for each Attachment only to meet immediate need for cash disbursement. PERFORMING AGENCY must make the request on State of Texas Purchase Voucher, accompanied by written justification and supporting documentation as specified in RECEIVING AGENCY's Financial Administrative Procedures Manual. The advance shall be requested at the beginning of the applicable Attachment period or at a later time in the applicable Attachment period if circumstances so warrant. Approval of the request for advance will be at the discretion of RECEIVING AGENCY. If the request is approved, the voucher will be processed; if disapproved, RECEIVING AGENCY will provide written notification to PERFORMING AGENCY.

RECEIVING AGENCY will determine the amount of the advance, if any, by the amount and term of the applicable Attachment(s). For each Attachment, the amount of the advance shall not exceed the amount of the Attachment divided by the number of months covered by the Attachment multiplied by two (2). Advance funds will be expended during the applicable Attachment term so that, after the final monthly billing, PERFORMING AGENCY will not have advance funds on hand.

If the Attachment is amended to increase or decrease the total amount of funding, RECEIVING AGENCY may adjust the amount of allowable advance in accordance with the above formula. If PERFORMING AGENCY is requesting an upward adjustment, PERFORMING AGENCY must submit a written justification and State of Texas Purchase Voucher in the amount necessary to correct the ratio. If the adjustment is downward, RECEIVING AGENCY will determine the amount of adjustment to the advance and the method of repayment.

ARTICLE 18. <u>Program Income</u>

PERFORMING AGENCY may, but if a local health department shall, develop a fee-for-service system and a schedule of fees for personal health services in accordance with the provisions of Health and Safety Code §12.031; the Texas Board of Health rules covering Fees for Clinical Health Services, 25 TAC §1.91; and other applicable laws. No patient may be denied a service due to inability to pay.

All revenues directly generated by an Attachment(s) supported activity or earned only as a result of the Attachment(s) during the term of the Attachment(s) are considered program income. PERFORMING AGENCY shall identify and report this income utilizing the forms and time frames specified in the Reports Article of these provisions.

PERFORMING AGENCY shall utilize one of the following methods for applying program income:

A. Additive method - add the program income to the funds already committed to the project by both parties. Program income will be used by PERFORMING AGENCY to further the program objectives of the state/federal statute under which the Attachment(s) was/were made, and it shall be spent on the same project in which it was generated.

B. Deductive method - deduct the program income from the total allowable costs to determine the net allowable costs.

PERFORMING AGENCY must expend program income during the Attachment term in which it is earned, and may not carry forward to the succeeding term. Program income not expended in the term in which it is earned shall be refunded to RECEIVING AGENCY.

RECEIVING AGENCY may base future funding levels, in part, upon PERFORMING AGENCY's proficiency in identifying, billing, collecting, and reporting program income, and in utilizing it for the purposes and conditions of the applicable Attachment(s).

ARTICLE 19. <u>Overtime Compensation</u>

PERFORMING AGENCY shall not use any of the funds provided by the Attachment(s) hereto to pay the premium portion of overtime. PERFORMING AGENCY shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the normal rate of pay for hours worked in excess of normal working hours.

ARTICLE 20. <u>Equipment and Supplies</u>

In accordance with Health and Safety Code, §12.053, title to all equipment and supplies purchased from funds from this contract will be in the name of PERFORMING AGENCY throughout the Attachment(s) term(s) or until the Attachment is terminated.

Equipment is defined as tangible nonexpendable personal property with an acquisition cost of more than $1,000 and a useful life of more than one year, with the following exceptions: fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances, and incubators. If the unit cost of these exception items is more than $500, they will be considered equipment, must be approved for purchase by RECEIVING AGENCY, and are considered capital assets for inventory purposes. The acquisition cost is the net invoice unit price of an item of equipment, including the cost of any necessary modifications, attachments, accessories or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Supplies are defined as consumable items necessary to carry out the contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

All items of equipment purchased with Attachment funds must be itemized in the contract budget. Any changes to the equipment list contained in the budget must be approved in writing by RECEIVING AGENCY. PERFORMING AGENCY will submit a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, RECEIVING AGENCY will notify PERFORMING AGENCY by means of a written budget modification.

PERFORMING AGENCY shall maintain a nonexpendable personal property (equipment) inventory and submit an annual cumulative report (TDH Form GC-11) to RECEIVING AGENCY no later than October 15th of each year. PERFORMING AGENCY shall administer a program of maintenance, repair, and protection of assets under this contract so as to assure their full availability and usefulness. In the event PERFORMING AGENCY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said assets.

Upon termination or expiration of applicable Attachment(s), title to any remaining equipment and supplies purchased from funds under this contract reverts to RECEIVING AGENCY. Title may be transferred to any other party designated by RECEIVING AGENCY. RECEIVING AGENCY may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to PERFORMING AGENCY.

ARTICLE 21. <u>Contracts with Subrecipients</u>

PERFORMING AGENCY may enter into contracts with subrecipients unless restricted or otherwise prohibited in specific Attachment(s). Prior to entering into an agreement equaling $25,000 or 25% of an Attachment, whichever is greater, PERFORMING AGENCY shall obtain written approval from RECEIVING AGENCY.

Contracts with subrecipients shall be in writing and must include the following:

- name and address of all parties;
- a detailed description of the services to be provided;
- measurable method and rate of payment and total amount of the contract;
- clearly defined and executable termination clause;
- beginning and ending dates which coincide with the dates of the applicable contract Attachment(s) or cover a term within the beginning and ending dates of the applicable contract Attachment(s);
- records retention requirements consistent with UGMS;
- access to inspect the work and the premises on which any of the work is performed, in accordance with the Inspections Article contained in this contract; and
- all clauses required by state/federal statutes, executive orders, and their implementing regulations.

PERFORMING AGENCY agrees that all contracts with subrecipients containing a categorical budget shall include audit requirements referenced in the Allowable Costs and Audit Requirements Article of this contract, as appropriate.

PERFORMING AGENCY is responsible to RECEIVING AGENCY for the performance of any subrecipient. PERFORMING AGENCY will monitor performance and maintain pertinent records that will be available for inspection by RECEIVING AGENCY.

PERFORMING AGENCY shall ensure that:

- subrecipients are fully aware of the requirements imposed upon them by state/federal statutes and regulations;
- subrecipients comply with all financial management requirements as defined by RECEIVING AGENCY, UGMS and the applicable OMB circulars;
- subrecipients complete required audits; and, that

- an adequate tracking system is maintained to ensure timely receipt of any subrecipient's required audit reports and the resolution of any findings and questioned costs cited by these reports.

ARTICLE 22. <u>Contracts for Procurement</u>

PERFORMING AGENCY may enter into contracts for procurement unless restricted or otherwise prohibited in specific Attachment(s). PERFORMING AGENCY agrees that it shall be responsible to RECEIVING AGENCY for the performance of any subcontracted activity.

Contracts for procurement shall be in writing and must contain the following provisions:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (contracts other than small purchases).
- Termination for cause and for convenience by PERFORMING AGENCY including the manner by which it will be effected and the basis for settlement (all contracts in excess of $10,000).
- Compliance with the Copeland "Anti-Kickback" Act (18 USC §874) as supplemented in Department of Labor regulations (29 CFR Part 3) (all contracts and subgrants for construction or repair).
- Compliance with §§103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) (construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).
- Notice of RECEIVING AGENCY requirements and regulations pertaining to reporting.
- Notice of RECEIVING AGENCY requirements and regulations pertaining to trademarks, service marks, copyrights, and patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- RECEIVING AGENCY requirements and regulations pertaining to copyrights and rights in data.
- Access by RECEIVING AGENCY, the federal grantor agency, the Comptroller General of the United States, the State of Texas or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- Retention of all required records for the required retention period after RECEIVING AGENCY makes final payments and all other pending matters are closed.
- Compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act (42 USC §1857(h)), §508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of $100,000).
- Mandatory standards and policies relating to efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163).

ARTICLE 23. <u>Reports</u>

Financial reports are required as provided in UGMS, and PERFORMING AGENCY shall file them regardless of whether expenses have been incurred.

For each Attachment, PERFORMING AGENCY shall submit a Financial Status Report, State of Texas Supplemental Form 269a (TDH Form GC-4a) within 30 days following the end of each of the first three quarters. PERFORMING AGENCY shall submit a final financial report on State of Texas Supplemental Form 269a (TDH Form GC-4a), not later than 90 days following the end of the Attachment term(s). PERFORMING AGENCY shall submit a State of Texas Purchase Voucher with the final financial report if all costs have not been recovered, or PERFORMING AGENCY shall refund excess monies if costs incurred were less than funds received.

PERFORMING AGENCY shall submit program and progress reports required by RECEIVING AGENCY in the format agreed to by the parties. PERFORMING AGENCY shall provide RECEIVING AGENCY other reports including financial reports RECEIVING AGENCY determines necessary to accomplish the objectives of this contract and to monitor compliance. If PERFORMING AGENCY is legally prohibited from providing such reports, it shall immediately notify RECEIVING AGENCY.

ARTICLE 24. Inspections

RECEIVING AGENCY and, when federal funds are involved, any authorized representative(s) of the federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work (including reviews of client or patient records and discussions with staff) performed by PERFORMING AGENCY and its subrecipient(s), if any, and the premises on which the work is being performed. PERFORMING AGENCY and its subrecipient(s) shall participate in inspections and provide reasonable access, facilities, and assistance to the representatives. All inspections and evaluations will be conducted in such a manner as will not unduly interfere with the work.

PERFORMING AGENCY and its subrecipient(s), if any, shall give RECEIVING AGENCY, the federal government, and the Texas State Auditor, or any of their duly authorized representatives, access to any pertinent books, documents, papers, and client or patient records, if any, for the purpose of making audit, examination, excerpts, and transcripts of transactions related to contract Attachment(s). RECEIVING AGENCY will have the right to audit billings both before and after payment. Payment under Attachment(s) will not foreclose the right of RECEIVING AGENCY to recover excessive or illegal payments.

Any deficiencies identified by RECEIVING AGENCY upon examination of PERFORMING AGENCY's records will be conveyed in writing to PERFORMING AGENCY. PERFORMING AGENCY's resolution of findings will also be conveyed in writing to RECEIVING AGENCY within 30 days of receipt of RECEIVING AGENCY's findings. A RECEIVING AGENCY determination of either an inadequate or inappropriate resolution of the findings may result in sanctions which will remain in effect until RECEIVING AGENCY determines the deficiencies are properly remedied.

ARTICLE 25. Records Retention

PERFORMING AGENCY shall retain and preserve all records relating to this contract generated or collected by PERFORMING AGENCY or subgrantee thereof according to Government Code §441.006, 13 TAC §6.10, RECEIVING AGENCY's certified records retention schedule, and UGMS, Part III, "State Uniform Requirements for Grants and Cooperative Agreements," Subpart C - Post-Award Requirements, Item ___.42. Any record held by PERFORMING AGENCY which is not identified in the referenced retention schedules will be retained by PERFORMING AGENCY for a period of three years from the date of the last expenditure report submitted under contract Attachment(s) or until all audit questions are resolved, or until any court order(s) requiring record retention are dissolved, whichever time period is longer. PERFORMING AGENCY shall retain medical records in accordance with the governing rules or regulations which may be applicable.

The retention schedules referenced in this Article are incorporated by reference and made a part of this contract. PERFORMING AGENCY may obtain a copy of the record retention schedules or the Texas Department of Health Records Handbook by contacting RECEIVING AGENCY's Records Coordinator.

Legal requirements for PERFORMING AGENCY may extend beyond the retention schedules established herein.

ARTICLE 26. Patient or Client Records

Notwithstanding any other provision herein, if requested by RECEIVING AGENCY, PERFORMING AGENCY shall share all patient or client information with RECEIVING AGENCY when the contract involves patient or client care by the PERFORMING AGENCY.

RECEIVING AGENCY may require PERFORMING AGENCY, or any subrecipient, to transfer a client or patient record to another agency or to RECEIVING AGENCY if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

In the event of termination, RECEIVING AGENCY may require the transfer of client or patient records as authorized by law upon written notice to PERFORMING AGENCY, either to another entity that agrees to continue the service or to RECEIVING AGENCY.

At the end of the Attachment term, PERFORMING AGENCY shall give RECEIVING AGENCY access to the records or provide copies for audit, examination, evaluation, inspection, litigation, or other circumstances that may arise, to the extent authorized by law.

PERFORMING AGENCY, or any subrecipient, shall not otherwise transfer an identifiable client record, including a patient record, to another entity or person without written consent from the client or patient, or someone authorized to act on his or her behalf. Written consent must be given on a form provided by RECEIVING AGENCY or as otherwise authorized by law, including the Texas Medical Practice Act, Texas Occupations Code, §§159.001 *et seq*.

ARTICLE 27. <u>Confidentiality</u>

PERFORMING AGENCY shall have a system in effect to protect client or patient records and all other documents deemed confidential by law which are maintained in connection with the activities funded under this contract. PERFORMING AGENCY shall not disclose or transfer confidential client or patient information, including information required by the Reports Article, except in accordance with applicable law.

If providing direct client care, services, or programs, PERFORMING AGENCY shall implement RECEIVING AGENCY's policies based on the model HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) workplace guidelines, and PERFORMING AGENCY shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Health and Safety Code, §§85.112-114.

ARTICLE 28. <u>Sanctions</u>

RECEIVING AGENCY may impose sanctions for any breach of contract, and will monitor PERFORMING AGENCY for both programmatic and financial compliance. RECEIVING AGENCY may, at its own discretion, impose one or more sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. A state or federal statute, rule, regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both.

RECEIVING AGENCY may:

A. terminate all or a part of the contract. Termination is the permanent withdrawal of PERFORMING AGENCY's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by PERFORMING AGENCY of the authority to obligate previously awarded funds. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY after termination of an award are not allowable unless expressly authorized by the notice of termination. Termination does not include: (1) withdrawal of funds awarded on the basis of PERFORMING AGENCY's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance as of the expiration of a contract; (3) refusal to extend a contract or award additional funds, to make a competing or noncompeting continuation, renewal, extension, or supplemental award; or (4) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception;

B. suspend all or part of the contract. Suspension is, depending on the context, either (1) the temporary withdrawal of PERFORMING AGENCY's authority to obligate funds pending corrective action by PERFORMING AGENCY or its subrecipient(s) or pending a decision to terminate or amend the contract, or (2) an action taken by a suspending official in accordance with agency regulations implementing Executive Order 12549 to immediately exclude a person from participating in contract transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY during a suspension are not allowable unless expressly authorized by the notice of suspension;

C. disallow (deny both use of funds and matching credit for) all or part of the activities or action not in compliance;

D. temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of advances or reimbursements to PERFORMING AGENCY or its subrecipient(s) for proper charges or obligations incurred, pending resolution of issues of noncompliance with contract conditions or indebtedness to the United States or to the State of Texas;

E. permanently withhold cash payments. Permanent withholding of cash payment means that RECEIVING AGENCY retains funds billed by PERFORMING AGENCY or its subrecipient(s) for a) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; b) failure to comply with contract provisions; or c) indebtedness to the United States or to the State of Texas;

F. deny contract renewal or future contract awards to a PERFORMING AGENCY;

G. delay contract execution with PERFORMING AGENCY while other imposed or proposed sanctions are pending resolution;

H. place PERFORMING AGENCY on probation. Probation means that PERFORMING AGENCY will be placed on accelerated monitoring for a period not to exceed six months at which time items of noncompliance must be resolved or substantial improvement shown by PERFORMING AGENCY;

I. conduct accelerated monitoring of PERFORMING AGENCY. Accelerated monitoring means more frequent or more extensive monitoring will be performed by RECEIVING AGENCY than would routinely be accomplished;

J. require PERFORMING AGENCY to obtain technical or managerial assistance;

K. disallow requests for reimbursement by disapproving costs or fees submitted for payment or reimbursement by PERFORMING AGENCY;

L. establish additional prior approvals for expenditure of funds by PERFORMING AGENCY;

M. require additional, more detailed, financial and/or programmatic reports to be submitted by PERFORMING AGENCY;

N. demand repayment from PERFORMING AGENCY;

O. reduce the contract funding amount for failure to achieve or maintain the proposed level of service, to expend funds appropriately and at a rate which will make full use of the award, or to provide services as set out in the contract; and

P. impose other remedies provided by law.

RECEIVING AGENCY will formally notify PERFORMING AGENCY in writing when a sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the sanction(s), the reasons for imposing them, the corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the sanctions imposed. PERFORMING AGENCY is required to file, within 15 days of receipt of notice, a written response to RECEIVING AGENCY's program/division that sent the notice, acknowledging receipt of such notice and stating how PERFORMING AGENCY will correct the noncompliance or demonstrating in writing that the findings on which the sanctions are based are either invalid or do not warrant the sanction(s). If RECEIVING AGENCY determines that a sanction is warranted, and unless the sanction is subject to review (see Sanction Review Article), RECEIVING AGENCY's decision is final and PERFORMING AGENCY must take corrective action.

In an emergency, RECEIVING AGENCY may immediately terminate or suspend all or part of the contract, temporarily or permanently withhold cash payments, deny contract renewal or future contract awards, or delay contract execution by delivering written notice to PERFORMING AGENCY, by any verifiable method, stating the reason for the emergency action.

An "emergency" is defined as the following:

- PERFORMING AGENCY is noncompliant and the noncompliance has a direct adverse impact on the public or client health or safety. The direct adverse impact may be programmatic or financial, impacting health or safety by failing to provide services, providing inadequate services, providing unnecessary services, or utilizing resources so that the public or clients do not receive the benefits contemplated by the contract scope of work or performance measures;
- PERFORMING AGENCY fails to achieve a performance measure;
- PERFORMING AGENCY is reimbursed or requesting reimbursement for expenditures which are not in accordance with applicable federal or state laws and regulations or the provisions of the contract; or
- PERFORMING AGENCY is expending funds inappropriately.

Whether PERFORMING AGENCY's conduct or inaction is an emergency shall be determined by RECEIVING AGENCY on a case-by-case basis and shall be based upon the egregious nature of the noncompliance or conduct.

ARTICLE 29. <u>Sanction Review</u>

PERFORMING AGENCY may request a review of the imposition of the following sanctions: termination of all or part of the contract, suspension of all or part of the contract, permanent withholding of cash payments, and denial of contract renewal or future contract awards.

PERFORMING AGENCY must make the request for review in writing to RECEIVING AGENCY within fifteen (15) days from the date of notification by providing written notice of the dispute to the person who signed the notification.

PERFORMING AGENCY's notice shall contain the following: (1) a copy of the letter from RECEIVING AGENCY notifying PERFORMING AGENCY of the sanction; (2) a specific description of each act that is the basis for the dispute; (3) the grounds upon which PERFORMING AGENCY bases the complaint; (4) an identification of the issue or issues to be resolved; (5) a precise statement of the relevant facts; (6) any documentation in support of PERFORMING AGENCY's position; and (7) a statement and authorities in support of PERFORMING AGENCY's position.

Evidence that PERFORMING AGENCY properly notified RECEIVING AGENCY consists of any of the following documents: (1) signature on delivery card; (2) confirmation of a facsimile to the correct telephone number; or (3) signed acknowledgment of delivery.

RECEIVING AGENCY's representative will schedule a meeting or a conference call to attempt to resolve the issues in dispute. If the dispute is resolved, any resolution will be in writing and will be signed by all parties. If the dispute is not resolved, RECEIVING AGENCY's representative will notify PERFORMING AGENCY in writing. RECEIVING AGENCY will appoint a reviewer(s), who will review the information, who may permit or require additional information and who may grant, deny, or modify all relief requested in the written notice of dispute. The reviewer(s)'s decision will be in writing and will contain a discussion of the reason for the decision and the remedial action, if any. The reviewer(s) will send copies of the decision to all parties by any verifiable means. The decision of the reviewer(s) is final and is the final action of RECEIVING AGENCY for purposes of further proceedings.

A state statute or rule or a federal statute, regulation or guideline will prevail over the provisions of this Article unless the statute, rule, regulation or guideline can be read together with the provision or provisions of this Article to give effect to both.

ARTICLE 30. **Breach of Contract**

Any remedies set out in this contract are in addition to rights and remedies for breach of contract provided by law.

ARTICLE 31. Termination

Each Attachment shall terminate upon the expiration date of the Attachment unless extended by written amendment in accordance with the Amendments Article. Prior to completion of the contract term, all or a part of this contract may be terminated with or without cause as set out below.

A. Termination without cause.

(1) Either party may terminate this contract with at least 90 days prior written notice to the other party.
(2) The parties may terminate this contract by mutual agreement.
(3) Either party may terminate this contract with at least 30 days prior written notice to the other party in the event state and/or federal funding for this contract is terminated, limited, suspended, or withdrawn.
(4) RECEIVING AGENCY may terminate this contract when, in the sole determination of RECEIVING AGENCY, termination is in the best interest of the State of Texas.

B. Termination for cause.

(1) Either party may terminate for material breach of contract with at least 30 days written notice to the other party.
(2) RECEIVING AGENCY may terminate this contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the contract objectives, by giving at least 30 days written notice to PERFORMING AGENCY. Such conduct may include one or more of the following:

(a) A court of competent jurisdiction finds that PERFORMING AGENCY has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
(b) PERFORMING AGENCY fails to communicate with RECEIVING AGENCY or fails to allow its employees or those of its subrecipients to communicate with RECEIVING AGENCY as necessary to the performance of the contract;
(c) PERFORMING AGENCY breaches a standard of confidentiality with respect to the services provided under this contract;
(d) RECEIVING AGENCY determines that PERFORMING AGENCY is without the personnel or resources to perform under the contract;

(e) RECEIVING AGENCY determines that PERFORMING AGENCY, its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an official or employee of RECEIVING AGENCY for the purpose of obtaining a contract or favorable treatment;

(f) PERFORMING AGENCY's management system does not meet the UGMS management standards; or

(g) PERFORMING AGENCY appears to be financially unstable. Indicators of financial instability may include one or more of the following:

(i) PERFORMING AGENCY fails to make payments;

(ii) PERFORMING AGENCY makes an assignment for the benefit of its creditors; (iii) PERFORMING AGENCY admits in writing its inability to pay its debts generally as they become due; or

(iv) If judgment for the payment of money in excess of $50,000 (which is not covered by insurance) is rendered by any court or governmental body against PERFORMING AGENCY, and PERFORMING AGENCY does not (a) discharge the judgment or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within 30 days from the date of entry thereof, and within the 30-day period or a longer period during which execution of the judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles.

C. Emergency termination. In emergency circumstances, RECEIVING AGENCY may terminate the contract immediately upon notice to PERFORMING AGENCY by any verifiable means. "Emergency" is defined in the Sanctions Article.

Either party may deliver written notice of intent to terminate by any verifiable method. If either party gives notice of its intent to terminate all or a part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will try to resolve any issues related to the anticipated termination in good faith during the notice period. Upon termination of all or part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will be discharged from any further obligation created under the applicable terms of this contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this contract. In addition, the obligations of PERFORMING AGENCY to retain records and maintain confidentiality of information shall survive this contract.

ARTICLE 32. <u>Void Contract</u>

RECEIVING AGENCY may hold a contract void upon its determination that the contract award was obtained fraudulently or was otherwise illegal or invalid from its inception.

ARTICLE 33. <u>Severability</u>

If any provision of this contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.

ARTICLE 34. <u>Local Health Department Personnel</u>

All local health department personnel funded by Attachment(s) to this contract are employees of PERFORMING AGENCY which will be responsible for their direction and control and liable for any of their acts or omissions.

PERFORMING AGENCY will have in place legally sufficient due process hearing procedures for all of its employees filling state-budgeted positions.

PERFORMING AGENCY will have full authority to employ, promote, suspend, demote, discharge, and transfer within its organization any and all state-budgeted personnel funded by Attachment(s) to this contract provided, however, that any demotion, suspension, or discharge of such state-budgeted employees will be in accordance with the due process hearing procedures as set out above. The only distinction between state-budgeted and local paid employees is that employees on state budgeted positions receive state benefits and are subject to certain duties, obligations, and restrictions as state employees as contained in state law. One such restriction, as contained in the State Appropriations Act, is that no employee paid on a state-budgeted position may receive a salary supplement from any source unless specifically authorized in the Appropriations Act or other state law. This prohibition includes the payment to such employee of a so-called "flat rate" car allowance or travel allowance. Any travel or per diem allowance to these employees must be on a reimbursement basis, supported by appropriate records, and may not exceed the reimbursement for mileage and/or per diem allowed under the Appropriations Act and current state travel regulations. This restriction will apply whether travel funds are provided in Attachment(s) under this contract or from any other source.

PERFORMING AGENCY will utilize RECEIVING AGENCY's policies and procedures for hiring and promoting individuals into state-budgeted positions funded by this contract. Qualifications of any individuals filling these positions will be subject to approval of RECEIVING AGENCY's Bureau of Human Resources. The purpose of the approval is to ensure that individuals occupying these positions meet minimum educational and experience requirements.

PERFORMING AGENCY will maintain required records and submit documents necessary to process personnel, payroll, leave and time records, and travel costs on state-budgeted positions. RECEIVING AGENCY will furnish documentation regarding salary compensation or travel reimbursement for employees on state-budgeted positions.

An independent audit is not required as a condition of this contract if the Attachment provides assistance through assignment of state-budgeted positions and no funds are budgeted for local costs.

PERFORMING AGENCY may be reimbursed for local personnel costs or other categories of expense used to fulfill the scope of work of applicable Attachment(s) in lieu of being furnished state payroll warrants after a state- budgeted position becomes vacant. Reimbursement will not exceed the balance of funds on the state-budgeted position after all benefits, obligations, and/or other entitlements are met. PERFORMING AGENCY's Director, or other person(s) authorized elsewhere in this contract, may submit a request for conversion. RECEIVING AGENCY will transmit formal approval and a revised budget to PERFORMING AGENCY to complete the conversion if the request is granted.

ARTICLE 35. <u>Survival of Terms</u>

Termination or expiration of this contract for any reason shall not release either party from any liabilities or obligations set forth in this contract that (a) the parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

ARTICLE 36. <u>Construction of Ambiguities</u>

The parties expressly agree that they have each independently read and understood this contract. Any ambiguities in this contract will not be construed against the drafters.

ARTICLE 37. <u>No Waiver of Sovereign Immunity</u>

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE PARTIES OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

ARTICLE 38. Certifications

The governing body of each party has authorized this contract. RECEIVING AGENCY is paying for the performance of governmental functions and services from current revenues available to RECEIVING AGENCY. The payment is in an amount that fairly compensates PERFORMING AGENCY for the services or functions performed under the contract.

APPENDIX B:
TDH EXECUTIVE ORDER 0110,
PROTEST OF APPLICATION OR BID DENIAL FOR CLIENT SERVICES CONTRACT

TDH EXECUTIVE ORDER

==========

Order Number: XO-0110

Subject: PROTEST OF APPLICATION OR BID DENIAL FOR CLIENT SERVICES CONTRACT

==========

(a) Purpose. The purpose of this policy is to establish the procedure for dispute resolution for any applicant that has responded to a Texas Department of Health (department) solicitation such as a request for proposal [RFP] or a request for application [RFA] for client services.

(b) Exceptions. A state statute or rule or a federal statute, regulation or guideline will prevail over the provisions of this policy unless the statute, rule, regulation, or guideline can be read together with the provision or provisions of this policy to give effect to both.

(c) Definitions.

(1) Client services contracts - Contracts with a subrecipient to carry out a department program to benefit eligible clients. A listing of TDH programs that have client services contracts is maintained in the Grants Management Division.

(2) Contract - A legally enforceable agreement by which goods, services, property, or property rights are to be provided in return for consideration.

(3) Financial services - The department office responsible for the function of assessing provider compliance with the financial requirements under a contract.

(4) Representative - Person designated by a program or by the appropriate financial services office to negotiate with an applicant to resolve a dispute.

(5) Reviewer(s) - A person designated by the Associate Commissioner of the Associateship that issued the solicitation, the Associate Commissioner for Human Resources and Support, and the Associate Commissioner for Information Resources and Business Management, or three persons, one appointed by each Associate Commissioner, who review information and reach a decision concerning intended action. Any questions during this process may be directed to the Office of General Counsel.

(6) Subrecipient - Any person, agency or establishment, government department, or nonprofit organization that receives federal or state assistance to carry out a program through a primary recipient such as a state or local government, or other subrecipient, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a direct recipient of federal assistance under other agreements or programs. Distinguishing characteristics of a subrecipient include determining eligibility for assistance, measuring performance against meeting the objectives of the program, programmatic decision-making, and conforming with applicable program compliance requirements. Subrecipient is synonymous with subcontractor.

(d) Request for Review. An applicant may request review of a department action that denies the award of a contract for client services to the applicant.

(1) Notice of Dispute.

(A) An applicant may dispute the denial by giving notice of the dispute in writing to the addressee to whom the original application was made. This notice may be faxed.

(B) The department must receive the notice of dispute no later than the close of business three (3) working days after the date the applicant knows or should have known of the action the applicant is disputing.

(C) The notice is the basis for all further action and should contain the following information:

(i) a copy of the letter from the department notifying the applicant of the action;
(ii) an identification of the issue or issues to be resolved.
(iii) a precise statement of the relevant facts;
(iv) a statement or argument in support of the action or actions requested; and
(v) any documentation of the applicant's position.

(2) Dispute Resolution Procedures.

(A) The representative will schedule a meeting or conference call to attempt to resolve the issues in dispute.

(B) The representative will give written notice of resolution of the dispute to the bureau chief or division director, as appropriate, of the department office that issued the solicitation.

(C) Any resolution will be reduced to writing and will be acknowledged by both applicant and representative.

(D) If the dispute was not resolved, the program representative will notify in writing the other party and the bureau chief or the division director, as appropriate, of the department office that issued the solicitation that the dispute has not been resolved or that the resolution cannot be satisfactorily reduced to writing.

(i) The bureau chief or division director, as appropriate, of the department office will contact the three associate commissioners, who will appoint a reviewer(s).
(ii) The bureau chief or division director, as appropriate, will forward the applicant's notice and the response of the representative to the reviewer(s).
(iii) If the reviewer(s) determine that additional information is necessary or desirable, the reviewer(s) may permit or require additional information.
(iv) The reviewer(s) may grant, deny, or modify all relief requested in the request for dispute resolution.
(v) The reviewer(s)'s decision will be in writing and will contain a discussion of the reason for the decision and the remedial action, if any.

(vi) The reviewer(s) will send copies of the decision to the applicant, the representative, and any other interested parties when the decision has been reduced to writing. The decision may be faxed.

(vii) The decision of the reviewer(s) is final.

ISSUED BY: Patti J. Patterson, M.D.
Commissioner of Health

DATE: June 18, 1997

REVIEW/REVISION DATES:

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APPENDIX C:

WORK PLAN FORMS

Texas Department of Health
School Health Program Grant Application

Name of Applicant Agency: _____

Mailing Address: _____

_____

_____

Street Address: _____

_____

_____

Executive Officer (person authorized to sign contracts):

_____

Name Title Telephone / Fax / E-mail

Program / Project Director:

_____

Name Title Telephone / Fax / E-mail

School-Based Health Center Medical Director:

_____

Name Title Telephone / Fax / E-mail

Superintendent of School District Served:

_____

Name Title Telephone / Fax / E-mail

Amount of funding requested from TDH: $ _____

Location of Proposed School-Based Health Center:

City: _____

County: _____

TDH Public Health Region #: _____

Name of School District(s) Served: _____

School campuses where **on-site** school-based health services will be provided:

Name of School	Enrollment
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Other campuses to be **served by** school-based health center project:

1. _____	_____
2. _____	_____
3. _____	_____

Total enrollment of campuses to be served by school-based health center (***target population***):

_____

Estimated number of unduplicated clients (**students**) to be served in the school-based health center during State Fiscal Year 2001 (September 1, 2000 through August 31, 2001):

_____

Percentage of target population to be served: _____

Estimated number of unduplicated clients (**other than students**) to be served in the school-based health center during State Fiscal Year 2001 (September 1, 2000 through August 31, 2001):

_____

TOTAL estimated number of clients to be served: _____

Who will be served? [Please check ( ) all that apply]

____ Students ____ Siblings ____ Parents ____ Children of Students ____ Other

Do you currently have a Medicaid Provider number? _____ Yes _____ No

Number: _____

Do you currently have an EPSDT Provider number? _____ Yes _____ No

Number: _____

Estimated number and percent of students in ***target population*** who are Medicaid eligible:

Number:_____ Percent: _____

Number and percent of students in ***target population*** participating in free/reduced price school lunch program:

Number:_____ Percent: _____

Number of students in ***target population*** who are in ESL and/or bilingual programs: _____

Estimated number of students in target population who do not have a medical home: _____

Estimated number of students in target population who do not have any form of health insurance at all (including Medicaid, CHIP, etc.):

Number:_____

SERVICES TO BE PROVIDED:
[Please check ( ) all that apply to your proposed school-based health center]

On-Site Referral* (*If services will be provided by referral, please identify the referral agency under "Linkages" on page ---?)

_____ _____ Maintenance of a health record and a health plan for participating students

_____ _____ Case management of the participating students' health activities, including referral and case management of chronic illness and emergencies

_____ _____ Physical examinations

_____ _____ Preventive comprehensive well-child assessments including EPSDT screening (includes nutritional, developmental, and mental health assessments and anticipatory guidance)

_____ _____ Dental screening and referral for service

_____ _____ Immunizations for all children in the school's catchment area

On-Site Referral*

_____ _____ Diagnosis and treatment of simple illness and minor injury

_____ _____ Basic laboratory services (or arrangement for convenient access to services)

_____ _____ Dispensing of medications for services

_____ _____ Education and counseling program (in coordination with classroom instruction) addressing nutrition, fitness and the prevention of substance abuse, disease, and injury

_____ _____ Mental health and psychosocial counseling

_____ _____ Provision of pregnancy testing and counseling

_____ _____ WIC Services

_____ _____ Provision of family planning services for sexually active students

_____ _____ Prescriptions for or provision of contraceptives

_____ _____ Prenatal care and post-partum care

_____ _____ Well-child care for children of students

_____ _____ Substance abuse treatment

STAFFING:
(Indicate all who will work as a part of the school-based health center's provider team.)

Number		Proposed Total On-Site Provider Hours Per Week
_____	Physician	_____
_____	Nurse Practitioner	_____
_____	Physician's Assistant	_____
_____	R.N.	_____
_____	L.V.N.	_____
_____	Medical Assistant	_____
_____	Secretary/Clerk	_____
_____	Social Worker	_____

_____ Mental Health Worker _____

_____ Health Educator _____

_____ Dentist _____

_____ Dental Hygienist _____

_____ Other _____

HOURS:
(List hours that primary care services will be available on-site in the school-based health center.)

Monday: _____ Tuesday: _____

Wednesday: _____ Thursday: _____

Friday: _____ Saturday: _____

Sunday: _____

LINKAGES:
(List hospitals, clinics, and/or private practice physicians with whom you have written agreements to provide after-hours and weekend primary care services and speciality services to your targeted population.)

_____

_____

_____

_____

PROPOSED BUDGET:

1. What will be the FY 2001 (September 1, 2000 - August 31, 2001) overall total budget for your school-based health center project?

$ _____

2. What percentage of the total budget will come from TDH? _____ %

3. What percentage of the TDH budget will be utilized for administrative costs? _____ %

4. What other contracts/grants (state, federal, private foundations, etc.) does your agency have which will help to support the school-based health center project? (please list)

_____ $ _____

_____ $ _____

_____ $ _____

QUALITY ASSURANCE:

1. Describe data collection, tabulation and reporting plans, including who will be responsible for these:

_____

_____

_____

_____

_____

_____

2. Describe the Quality Assurance plan, process and how standards will be met:

_____

_____

_____

_____

_____

APPLICANT BACKGROUND

Instructions are found in Section VI. Application Content of this RFP.
Attach extra pages as needed. This form may include no more than 5 pages.

APPLICANT EXPERIENCE

Instructions are found in Section VI. Application Content of this RFP.
Attach extra pages as needed. This form may include no more than 5 pages.

ASSESSMENT NARRATIVE

Instructions are found in Section VI. Application Content of this RFP.
Attach extra pages as needed. This form may include no more than 5 pages.

GOALS

Instructions are found in Section VI. Application Content of this RFP.
Attach extra pages as needed. This form may include no more than 5 pages.

PERFORMANCE MEASURE REQUIREMENTS

Instructions are found in Section VI. Application Content of this RFP.
Attach extra pages as needed. This form may include no more than 5 pages.

WORK PLAN

Instructions are found in Section VI. Application Content of this RFP.
Attach extra pages as needed. This form may include no more than 5 pages.

CAPACITY OF ORGANIZATION

Instructions are found in Section VI. Application Content of this RFP.
Attach extra pages as needed. This form may include no more than 5 pages.

School Health Program
School Based Health Center Grant Application
Evaluation Instrument for Scoring

APPLICANT AGENCY: _____

NAME OF ISD SERVED: _____

NAME OF SCHOOL(S) SERVED: _____

Collaboration Activities **25 points**

0 - 5 points Health education and health care advisory council membership reflects rules requirements and operates with a student-centered community focused mission.

0 - 5 point Number and variety of agencies/service providers identified as willing to accept referrals from the SBHC with linkages to providers of after-hours, and specialty services.

0 - 5 points Range of population targeted to receive services (only students enrolled in that campus, siblings, family members, open to community, etc.)

0 - 5 points Operating procedure that requires continued parental involvement and on going communication is evident.

0 - 5 points Collaboration between all aspects of school health is incorporated. (health services, nutrition, health education, mental health, safe school environment, physical education, wellness promotion, parental & community involvement)

Administration **30 points**

0 - 15 points Description of range of services provided and categories of providers with a focus on primary and preventive health services to children and families in an accessible setting.
(Ex: Medicaid, Vaccines for Children, EPSTD, MD, FNP/PNP, RN, etc)

0 - 5 points Student identification process (Who will the SBHC serve?)
(Number without a medical home, number uninsured or with insufficient coverage, Medicaid eligible but not receiving, etc.)

0 - 10 points Implementation of necessary procedures in order to remain in compliance with all applicable and relevant legislation and regulations and to utilize all available sources of funding (Medicaid, CHIP, fee for services, private insurance plans, etc.)

Prevention **30 points**

0 - 15	Service delivery plan includes a description to address preventive activities for the entire school population and their families as well as special target populations.
0 - 5	Evidence of efforts aimed at target population(s) of students with health risks in order to reduce problems associated with that condition.
0 - 5	Evidence of efforts to correlate health service utilization data with student attendance and achievement.
0 - 5	Evidence of efforts to correlate school-based health center utilization with other school data such as frequency of counselor, nurse, discipline referrals, and/or special education data.

Outcomes **15 points**

0 - 5	Description of data collection, monitoring and reporting process.
0 - 5	Description of quality assurance plan.
0 - 5	Description of method for evaluating school based health center services.

Bonus Points

5% of total score if applicant is considered:	Rural
5% of total score if applicant is considered:	Low Property Wealth (bottom 25th percentile)

Additional Comments Regarding Applicant:

1100 W. 49th Street
Austin, Texas 78756-3199
March 1999

Walter D. Wilkerson, Jr., M.D.
Chair, Texas Board of Health

William R. Archer III, M.D.
Commissioner of Health