Charles Smith, Executive Commissioner

Open Enrollment for

Breast and Cervical Cancer Services

Enrollment Number: 529-17-0134

Enrollment Period Opens: June 22, 2017

Enrollment Period Closes: July 24, 2017

CPA Class/Item Code:
924-16    948-51
948-26    948-55
948-43    948-74
# TABLE OF CONTENTS

(Hold down the "Ctrl" key while clicking on the page number below to go directly to that open enrollment Section.)

## 1. GENERAL INFORMATION

- 1.1 SCOPE .................................................................................................................. 3
- 1.2 POINT OF CONTACT .......................................................................................... 3
- 1.3 PROCUREMENT SCHEDULE ........................................................................... 3
- 1.4 BACKGROUND .................................................................................................... 5
- 1.5 ELIGIBLE APPLICANTS ..................................................................................... 5
- 1.6 STRATEGIC ELEMENTS ................................................................................... 6
- 1.7 EXTERNAL FACTORS ......................................................................................... 6
- 1.8 LEGAL AND REGULATORY CONSTRAINTS ..................................................... 7
- 1.9 AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS OPEN ENROLLMENT ........ 8
- 1.10 DELIVERY OF NOTICES .................................................................................. 8

## 2. STATEMENT OF WORK

- 2.1 PROGRAM REQUIREMENTS ............................................................................... 9
- 2.2 BREAST AND CERVICAL CANCER SERVICES CERTIFICATION ....................... 11
- 2.3 CONTRACTOR USE OF FUNDS ....................................................................... 11
- 2.4 PROCUREMENT FORMS ................................................................................... 12
- 2.5 BCCS CLINIC SITE READINESS ....................................................................... 12
- 2.6 ESTIMATION OF POPULATION TO BE SERVED .................................................. 12
- 2.7 STATEMENT OF UNDERSTANDING ................................................................ 12
- 2.8 GENERAL REQUIREMENTS ............................................................................. 12
- 2.9 MATCH REQUIREMENT ...................................................................................... 13
- 2.10 CONTRACTING WITH SUBCONTRACTORS ..................................................... 13
- 2.11 FINANCIAL AND ADMINISTRATIVE REQUIREMENTS .................................... 14
- 2.12 PERFORMANCE MEASURES AND ASSOCIATED REMEDIES ....................... 14

## 3. INFORMATION AND SUBMISSION INSTRUCTIONS

- 3.1 OPEN ENROLLMENT CANCELLATION/PARTIAL AWARD/NON-AWARD .................. 17
- 3.2 RIGHT TO REJECT APPLICATIONS OR PORTIONS OF APPLICATIONS ................ 17
- 3.3 JOINT APPLICATIONS ....................................................................................... 17
- 3.4 WITHDRAWAL OF APPLICATIONS ................................................................... 17
- 3.5 COSTS INCURRED ............................................................................................. 17
- 3.6 APPLICATION SUBMISSION INSTRUCTIONS .................................................... 17
- 3.7 ORGANIZATION OF ELECTRONIC SUBMISSION OF APPLICATION ............... 18
- 3.8 DELIVERY OF APPLICATIONS .......................................................................... 18

## 4. ELIGIBILITY DETERMINATION

- 4.1 INITIAL COMPLIANCE SCREENING ................................................................... 20
- 4.2 UNRESPONSIVE APPLICATIONS ....................................................................... 20
- 4.3 CORRECTIONS TO APPLICATION .................................................................... 20
- 4.4 ADDITIONAL INFORMATION ............................................................................ 20
- 4.5 METHOD OF ALLOCATION ............................................................................... 20

## 5. DEFINITIONS

- ................................................................................................................................. 22

## 6. BLANK FORMS AND INSTRUCTIONS

- ................................................................................................................................. 24
Health and Human Services Commission  
Breast and Cervical Cancer Services  
Open Enrollment Number: 529 - 17 - 0134

1. GENERAL INFORMATION

1.1. Scope

The State of Texas, by and through the Texas Health and Human Services Commission (HHSC), is seeking qualified Applicants to enter into contracts to provide breast and cervical cancer screening, diagnostic, patient navigation, and Medicaid for Breast and Cervical Cancer (MBCC) application assistance services to women in defined priority populations, which is hereinafter referred to as the "Project," in accordance with the specifications contained in this open enrollment (OE).

Respondents must propose to provide services to women in the following select Texas counties: Bastrop, Bell, Blanco, Bosque, Brazos, Burleson, Burnet, Caldwell, Coryell, Falls, Fayette, Freestone, Grimes, Hamilton, Hays, Hill, Lampasas, Lee, Leon, Limestone, Llano, Madison, McLennan, Milam, Mills, Navarro, Robertson, San Saba, Travis, Washington, Williamson, Bexar, Comal, Gillespie, Gonzales, Guadalupe, Kerr, Wilson, Atascosa, Medina, Bandera, Kendall, Dallas, Tarrant, Denton, Collin, Rockwall, Hunt, Kaufman, Ellis, Johnson, Hood, Somervell, Parker and Wise.

Applicant can serve additional counties but must serve at least one county from the counties listed above.

1.2. Point of Contact

The HHSC Point of Contact for inquiries concerning this OE until the completion of the initial application screening is:

Katrinia Ender, Project Manager  
Health and Human Services Agency  
Procurement & Contracting Services Building  
1100 W. 49th Street  
Austin, TX 78756  
(MC: 2020)  
512.406.2449  
pcsbids@hhsc.state.tx.us

Applicant must direct all procurement communications relating to this OE to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC PCS.

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in Section 1.2 by the OE closing period provided in the Procurement Schedule below. Late Applications will be deemed non-responsive and will not be considered.
1.4. Background

1.4.1. Overview of the Health and Human Services Commission (HHSC)

The Health and Human Services Commission conducts oversight and coordinates the planning and delivery of health and human services programs in Texas. It is established pursuant to Chapter 531, Texas Government Code. The chief executive officer of the Commission is Charles Smith, Executive Commissioner of the Health and Human Services Commission.

1.4.2. Breast and Cervical Cancer Services Program Overview

HHSC administers the National Breast and Cervical Cancer Early Detection Program (NBCCEDP) in Texas through Breast and Cervical Cancer Services (BCCS). Since 1991, the BCCS program has provided statewide screening and diagnostic services to over 408,400 women who are unable to access the same care through other funding sources. BCCS aims to reduce mortality from breast and cervical cancer by providing low-income uninsured women at highest risk of dying from breast or cervical cancer access to high-quality early detection clinical services, which is accomplished through an extensive network of contractors, and private and public stakeholders.

BCCS priority populations are women with incomes at or below 200% of the Federal Poverty Level (FPL) who are ages 50-64 for breast cancer screening and 21-64 who have rarely or never been screened for cervical cancer screening. “Rarely screened” is defined as not having had a cervical cancer screening within the previous 5 years. African American, Native American, Hispanic, and underserved women in rural areas are also priority populations for BCCS.

BCCS is the gateway to breast and cervical cancer treatment via Medicaid for Breast and Cervical Cancer (MBCC). The Breast and Cervical Cancer Prevention and Treatment Act of 2000 gives states the option to provide Medicaid medical assistance to women who...
were screened through the Centers for Disease Control and Prevention’s (CDC) National Breast and Cervical Cancer Early Detection Program (NBCCEDP) and found to have breast or cervical cancer.

In 2002, Texas began providing Medicaid to eligible women who are diagnosed with breast or cervical cancer by a BCCS contractor. The 80th Texas Legislature adopted Human Resources Code §32.024 (y-1), which authorizes any health care provider to refer eligible women in need of treatment for breast or cervical cancer to Medicaid.

Beginning September 1, 2007, any woman diagnosed with breast or cervical cancer who meets all eligibility requirements, as determined by BCCS policy for MBCC, may be eligible to receive Medicaid. The Health and Human Services Commission makes the final eligibility determination.

1.5. Eligible Applicants

To be eligible to receive an award through this OE, Applicants must:

1.5.1. Be an entity free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts: http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/;

1.5.2. Be free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website: https://www.sam.gov/portal/public/SAM;

1.5.3. Be "Active" by the Texas Comptroller of Public Accounts: http://www.cpa.state.tx.us/taxinfo/coasintr.html.

1.5.4. Have a Medical Director that holds a valid and current medical license to practice in the State of Texas; and

1.5.5. Be a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application;

   NOTE: The applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide Breast and Cervical Cancer Services on Form F and Form H. If a clinic site does not have a TPI or NPI, the applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form F and Form H. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

1.6.1. Contract Type and Term

HHSC may award one or more contracts under this OE. The contract period will commence on or about September 1, 2017 and will terminate on August 31, 2018. The contract may be renewed for up to three (3) additional one-year terms.
1.6.2. Contract Elements

The term “contract” means the contract awarded as a result of this OE, which includes the signature document and all attachments thereto, HHSC’s Uniform Terms and Conditions - Grant (UTCs), the HHSC Special Conditions, this OE, and the successful Applicants’ respective Application. The HHSC UTCs and Special Conditions are contained in Appendix C.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions in their response to this OE.

1.7. External Factors

External factors may affect the Project, including budgetary and resource constraints. Any contract resulting from the OE is subject to the availability of state and/or federal funds. As of the issuance of this OE, HHSC anticipates that budgeted funds will be available to reasonably fulfill the Project requirements. If, however, funds are not available, HHSC reserves the right to withdraw the OE or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1. Delegation of Authority

State and federal laws generally limit HHSC’s ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2. Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC’s determination, would actually or apparently conflict or interfere with the Applicant’s contractual obligations to HHSC. A conflict of interest would include circumstances in which a party’s personal, professional or financial interests or obligations may directly or indirectly:

A. Make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
B. Impair, diminish or interfere with that party’s ability to render impartial or objective assistance or advice to HHSC; or
C. Provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting an Application, Applicants should carefully review the UTC's and Grant and Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the OE and resulting contract (see Required Certifications Form). Additionally, if applicable, the applicant must disclose all potential conflicts of interest.
The applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained. HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify potential conflicts of interest may result in HHSC’s disqualification of an application or termination of the contract.

1.8.3. Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code §572.054). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents.

1.8.4. Interprete Conventions

Whenever the terms “shall,” “must,” or “is required” are used in this OE in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this OE in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this OE on the Health and Human Services OE Opportunities webpage at https://apps.hhs.texas.gov/pcs/openenrollment.cfm. HHSC reserves the right to revise the OE at any time. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the Health and Human Services website. Applicant must check the website frequently for changes and notices of matters affecting this OE.

All questions and comments regarding this OE must be sent to the HHSC Point of Contact identified in Section 1.2. Questions must reference the appropriate page and section number. HHSC will post subsequent answers to questions to the Health and Human Services Enrollment Opportunities website as appropriate. HHSC reserves the right to amend answers prior to the OE closing date set forth in Section 1.3.

1.10. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2 of this OE. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant’s responsibility to monitor this email address for Application-related information.
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2. STATEMENT OF WORK

2.1. Program Requirements

BCCS Contractors must provide the following program components in the provision of its proposed support services: (1) Program Administration and Management; (2) Screening and Diagnostic Services; (3) Patient Navigation; (4) Quality Management; (5) Professional Development; (6) Recruitment; (7) Data Collection; and (8) Partnerships.

2.1.1. Program Component 1 - Program Administration and Management

A. Contractors will maximize available resources to implement and maintain BCCS components according to BCCS policies and procedures at https://hhs.texas.gov/Doing-Business-HHS/Provider-Portals/Health-Services-Providers/Womens-Health-Services/Breast-Cervical-Cancer-Services/BCCS-Policy-Manual

B. Contractors are required to determine BCCS eligibility prior to enrolling women and must reassess income and insurance status prior to program-funded office visits and services rendered thereafter. See Appendix A for criteria on financial, clinical, and treatment eligibility.

2.1.2. Program Component 2 - Screening/Diagnostic Services

A. Contractors must provide:
   
i. A clinical breast examination (CBE) and mammogram for women receiving breast cancer screening; and

   ii. A CBE, pelvic examination, Pap test, and HPV test as appropriate for women screened for cervical cancer.

B. Screening and diagnostic services include providing each BCCS-enrolled client with breast and cervical cancer education, which must include but is not limited to the following topics:

   i. Risk factors for breast and cervical cancer;

   ii. Signs and symptoms of breast and cervical cancer;

   iii. Importance of screening at regular intervals;

   iv. Limitations of screening;

   v. Information on HPV and safe sex practices;

   vi. Information on HPV vaccination, as appropriate for the client’s age;

   vii. Tobacco cessation; and

   viii. BCCS services and eligibility may change from year to year.
2.1.3. Program Component 3 - Patient Navigation

A. Contractors must establish, broker, and sustain a system of essential support services for BCCS-enrolled women to identify and overcome barriers to definitive diagnosis and treatment.

B. Contractors are required to provide follow-up, tracking and individualized patient navigation of clients with abnormal results.

C. Contractors will:

   i. Ensure that BCCS enrolled clients receive timely and appropriate diagnostic services and initiation of or referral to cervical dysplasia treatment, if applicable;

   ii. Identify and take action to overcome client barriers such as transportation, scheduling, language and lack of understanding about follow-up procedures;

   iii. Make a good faith effort to ensure clients receive or are referred to treatment resources for breast or cervical cancer; and

   iv. Ensure women diagnosed with breast or cervical cancer are assessed for Medicaid for Breast and Cervical Cancer (MBCC) eligibility and assisted with application as appropriate.

D. In addition to clinical service delivery, Contractors must provide MBCC application assistance and patient navigation for eligible women. Eligible women include women screened and diagnosed with cancer through the BCCS program as well as women referred-in for MBCC application assistance.

2.1.4. Program Component 4 - Quality Management

Contractors must ensure the quality of services by monitoring internal and subcontractor performance and identifying opportunities for improvement.

2.1.5. Program Component 5 - Professional Development

A. Contractors are responsible for ensuring their health care professionals provide BCCS services competently and with sensitivity to diverse patient cultures.

B. Contractors must ensure that providers follow evidence-based clinical guidelines consistent with national recognized standards of care.

2.1.6. Program Component 6 - Recruitment

Contractors must establish and promote evidence-based outreach and inreach methods, including development of a plan to recruit priority populations and provide public education.

2.1.7. Program Component 7 - Data Collection

A. Contractors are required to collect and process breast and cervical cancer data,
report, and financial billing in accordance with business requirements of the Med-IT® web-based system.

B. Contractors are required to submit information and/or reports, as requested per BCCS policies and procedures, regarding uninsured/underinsured clients who receive program-funded services and clients referred to the Health Insurance Marketplace, including those who do not receive BCCS funded services.

2.1.8. Program Components 8 - Partnerships

Contractors must establish and maintain partnerships with coalitions, community-based organizations, and other health and human services agencies that further the goal of providing breast and cervical cancer services in the proposed target service area.

2.2. Breast and Cervical Cancer Services Certification

All Applicants, prior to the receipt of a contract resulting from this OE, must submit a signed Breast and Cervical Cancer Services Certification, which is contained in Form I, or a document that is substantially similar to the content of Form I. An Applicant may submit their certification at the time it submits its Application.

2.3. Contractor Use of Funds

2.3.1. Contractors will only use funds awarded for the purposes specifically defined in this OE and not for any other purpose, which are:

A. BCCS screening, diagnostic, patient navigation and service coordination for eligible women; and

B. Patient navigation services for women with a qualifying breast and/or cervical cancer diagnosis referred for MBCC application assistance.

2.3.2. Contractors may not use BCCS funds for treatment or other procedures and services not expressly identified by BCCS.

2.3.3. Some funds may be available for cervical dysplasia (CD) management and treatment. Only funds identified for CD management and treatment may be used for such services.

2.3.4. All rates and procedures are subject to approval by the CDC and may be changed at anytime.

2.3.5. The final billing guidelines and reimbursement rates for the project period are available in the BCCS Policy and Procedure Manual.

2.3.6. Applicants are strongly encouraged to propose to use funds to provide both breast and cervical cancer services, however, Applicants may propose to provide either breast or cervical cancer services. If the Applicant proposes to provide only one service, the Applicant must provide an explanation that documents how providing both services would create duplication of services or how it is not viable for Applicant to provide both services. Applicants must document in their Work Plan how eligible women and priority populations will receive services from them.
2.4.  **Procurement Forms**

Applicants must complete and submit all of the forms and required narratives prior to receiving a contract resulting from this OE.

2.5.  **BCCS Clinic Site Readiness**

Each of the Applicant's clinics that will provide BCCS services must meet the clinic readiness criteria identified on Form G.

2.6.  **Estimation of Population to be Served**

2.6.1. Applicants must provide estimates of the number of women to be provided breast and cervical cancer screening and diagnostic services in the Project period (September 1, 2017 to August 31, 2018) (see Form L).

2.6.2. Applicants must estimate the overall number of unduplicated clients to be seen through the BCCS program.

2.6.3. Applicant must estimate the number of clients to receive CD services, if CD services will be provided.

2.7.  **Statement of Understanding**

2.7.1. Applicants must sign a Statement of Understanding (See Form M) indicating acknowledgment of program performance measures that may be used to assess the Applicant’s effectiveness in providing BCCS services.

2.7.2. These program performance measures include:

   A. Clinical performance measures;

   B. Measures related to expenditure of funds;

   C. Providing matching contributions; and

   D. Timely billing submission.

2.7.3. Failure to meet these measures may result in reduction and/or termination of funding.

2.8.  **General Requirements**

2.8.1. **Medical Information Tracking System (Med-IT®)**

   A. Contractors must use the web-based Medical Information Tracking System (Med-IT®) for data entry and billing of BCCS’ services. Med-IT® was developed to meet all of the current CDC minimum data element (MDE) performance measure requirements for BCCS.

   B. Contractors must have an internet connection for optimum Med-IT® performance and response time.
C. Contractor locations should have access to a broadband connection with a minimum of:
   i. 1 MB upload speed;
   ii. 2 MB download speed; and
   iii. Microsoft Internet Explorer 11.0.

2.8.2. Reimbursement for Breast and Cervical Cancer Services

Applicants must accept Fee-For-Service (FFS) payment rates for screening, diagnostic, and patient navigation services specified in Proposed Allowable CPT© Codes and Reimbursable Rates (see BCCS Policy and Procedure Manual).

2.8.3. Quality Monitoring

Contractor will be monitored for quality and compliance with programmatic and clinical policies and standards as set forth in the resulting contract.

2.9. Match Requirement

2.9.1. Applicants must include in their application how they propose to match federal CDC funds.

2.9.2. For every three dollars ($3.00) in federal CDC funds requested, Applicant must identify one dollar ($1.00) of qualified non-federal or non-state match as identified in Budget Section (See Form E).

2.9.3. The final required matching contribution will be determined based on the final award amount.

2.9.4. Cancer Prevention Research Institute of Texas (CPRIT) funds cannot be utilized as matching contributions.

2.10. Contracting with Subcontractors

2.10.1. Contractors may enter into contracts with sub-recipient subcontractors unless restricted or otherwise prohibited in this OE’s resulting contract. All subcontractor agreements must be in writing and must comply with the requirements specified in articles of the UTCs and HHSC Special Conditions (see Appendix C).

2.10.2. Subcontractors providing services under the resulting contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Contractor of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors in their Application.

2.10.3. Contractors must certify that subcontractors comply with the following:

   A. Article II, Rider 72 (relating to the Breast and Cervical Cancer Services Program) of the General Appropriations Act for State Fiscal Years 2016 and 2017 (H.B. 1, 84th
Legislature, Regular Session, 2015, art. II, at II-72), and

B. The relevant TWHP statute and rules (Texas Human Resources Code, Section 32.024(c-1) and Title 25 of the Texas Administrative Code, Sections 39.33 and 39.38) – (See Form I- Breast and Cervical Cancer Services Certification).

2.10.4. Contractor is responsible to HHSC for the performance of any subcontractor.

2.11. Financial and Administrative Requirements

2.11.1. All Contractors must comply with the HHSC UTCs and HHSC Special Conditions (See Appendix C).

2.11.2. All Contractors must comply with applicable cost principles, audit requirements, and administrative requirements.

2.11.3. Contractors and as applicable, their Board of Directors or other oversight authority, accept responsibility for complying with this OE’s management and administration of programmatic, financial and reporting requirements.

2.11.4. All Contractors are required to maintain a financial management system that meets federal and state standards for expending and accounting for funds received under an award. Documents and records must be maintained that identify the receipt and expenditure of funds separately for each HHSC contract and/or program attachment and will record expenditures by the budget cost categories in the approved budget for a cost reimbursement program attachment. This requires establishing within the chart of accounts and general ledger, a separate set of accounts for each program attachment. All financial reports should be prepared with information that comes directly from the organization’s accounting system. There should be a reconciliation of the information that is reported to amounts recorded in the accounting system.

2.12. Performance Measures and Associated Remedies

HHSC will monitor the performance of the contract issued under this OE. All services and deliverables under the resulting contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

2.12.1. Contractors must provide services as required under the resulting contract that meet the following performance measures and quality indicators for this Project.

A. Screening Indicators

i. A minimum of twenty percent (20%) of clients newly enrolled for cervical cancer screening should be women who have not had a Pap test in the last 5 years.

ii. A minimum of seventy-five percent (75%) of all program-reimbursed mammograms should be provided to program eligible women who are 50 years of age and older and not enrolled in Medicare-Part B.

B. Cervical Cancer Diagnostic Indicators
i. A minimum of ninety percent (90%) of abnormal cervical screening results must have a complete follow-up with no more than 10% lost to follow-up, refused, and/or pending.

ii. The intervals between initial screening and diagnosis of abnormal cervical cancer screenings should be ninety (90) days or less for a minimum of seventy-five percent (75%) of the women with abnormal results.

iii. A minimum of ninety percent (90%) of HSIL, CIN II, CIN III, CIS and invasive cervical cancer diagnoses must have started treatment.

iv. The interval between diagnosis and initiation of treatment for HSIL, CIN II, CIN III and CIS should be ninety (90) days or less for a minimum of eighty percent (80%) of the women needing treatment.

v. The interval between diagnosis and initiation of treatment for invasive cervical cancer should be sixty (60) days or less for a minimum of 80% of the women diagnosed.

C. Breast Cancer Diagnostic Indicators

i. A minimum of ninety percent (90%) of abnormal breast screening results must have a complete follow-up with no more than ten percent (10%) lost to follow-up, refused, and/or pending.

ii. The interval between initial screening and diagnosis of abnormal breast cancer screening result should be sixty (60) days or less for a minimum of seventy-five percent (75%) of women with abnormal results.

iii. A minimum of ninety percent (90%) of breast cancer diagnoses must have started treatment.

iv. The interval between diagnosis and initiation of treatment for breast cancer should be sixty (60) days or less for a minimum of eighty percent (80%) of women needing treatment.

D. Administrative Indicators

i. A minimum of eighty-five percent (85%) of proposed unduplicated clients must be served.

ii. A minimum of ninety-five percent (95%) of the awarded funds must be expended.

iii. Contractor must submit Quarterly Match Reports to HHSC.

iv. Contractor must comply with and utilize HHSC integrated, web-based system (Med-IT®) to collect, process and submit breast and cervical cancer data, reports, and financial billing in accordance with the BCCS Policy and Procedure Manual and business requirements of the web-based system.
3. INFORMATION AND SUBMISSION INSTRUCTIONS

3.1. Open Enrollment Cancellation/Partial Award/Non-Award
At its sole discretion, HHSC may cancel this OE, make partial award, or no awards.

3.2. Right to Reject Applications or Portions of Applications
At its sole discretion, HHSC may reject any and all responses or portions thereof.

3.3. Joint Applications
HHSC will not consider joint or collaborative responses that require it to contract with more than one Applicant in a single contract.

3.4. Withdrawal of Applications
Applicants have the right to withdraw their Application from consideration at any time prior to Contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in Section 1.2.

3.5. Costs Incurred
Applicants understand that issuance of this OE in no way constitutes a commitment by the HHS agency to award a Contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this OE. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, Contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

3.6. Application Submission Instructions
Applicant must submit the required documents in one of the following forms: (i) mail one (1) electronic copy of all required documents as scanned versions (.pdf) on a portable media device, such as flash drive or compact disc to the mailing address provided in Section 3.8; (ii) email documents as scanned versions (.pdf) to the email provided in Section 3.8; or (iii) fax/mail hard copies to the fax number/mailing address provided in Section 3.8.

All portable media devices and their content must be compatible with Microsoft Office 2013. Applicants must ensure there are no encryptions on these devices, so as to prevent HHSC from opening the documents. The electronic Application submission must be organized as directed in Section 3.7 of this OE.

Each portable media device must be labeled with the following information:

A. Name of the Organization;
B. Organization’s point of contact;
C. Organization’s point of contact’s job title;
D. Organization’s point of contact’s telephone number and Email address;
E. HHSC Procurement number of this OE; and
F. Date of submission.

3.7. Organization of Electronic Submission of Application

Applicant should organize its scanned and signed Application packets in the below order and format. Each electronic copy of the Application packet should include the following respective listed documents and the documents should be in the following order. As discussed in Section 4.1, an Applicant that meets the initial screening criteria will not be entitled to receive a contract until all of the forms listed below are received by HHSC.

<table>
<thead>
<tr>
<th>Order of Completed Applications</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Form A</strong>: Open Enrollment Application Checklist</td>
</tr>
<tr>
<td><strong>Form B</strong>: Face Page</td>
</tr>
<tr>
<td><strong>Form C</strong>: Texas Counties and Regions List Served By Project</td>
</tr>
<tr>
<td><strong>Form D</strong>: Contact Person Information</td>
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<td><strong>Form E</strong>: Budget Section - Total Budget Request and Matching Contributions</td>
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<td><strong>Form F</strong>: BCCS Medicaid Provider Status</td>
</tr>
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<td><strong>Form G</strong>: BCCS Clinic Site Readiness</td>
</tr>
<tr>
<td><strong>Form H</strong>: BCCS Clinic Sites</td>
</tr>
<tr>
<td><strong>Form I</strong>: Breast and Cervical Cancer Services Certification</td>
</tr>
<tr>
<td><strong>Form J</strong>: Needs Assessment Narrative</td>
</tr>
<tr>
<td><strong>Form K</strong>: Work Plan</td>
</tr>
<tr>
<td><strong>Form L</strong>: Estimation of Women to be Served</td>
</tr>
<tr>
<td><strong>Form M</strong>: Statement of Understanding</td>
</tr>
<tr>
<td><strong>Forms N</strong>: Required Certifications</td>
</tr>
</tbody>
</table>

Appendices below are for reference and do not need to be submitted with application:

<table>
<thead>
<tr>
<th>Appendix A: Program Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Appendix B</strong>: Medicaid for Breast and Cervical Cancer Guidelines for Determination of Qualifying Diagnosis</td>
</tr>
<tr>
<td><strong>Appendix C</strong>: HHSC Uniform Terms and Conditions and HHSC Special Conditions</td>
</tr>
</tbody>
</table>
3.8. Delivery of Applications

3.8.1. Applicants must submit the Application to HHSC PCS Division as provided below. All required documents must be received by PCS by the due date and time listed in the Procurement Schedule in Section 1.3 of this OE.

<table>
<thead>
<tr>
<th>Delivery Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address for Delivery</td>
</tr>
<tr>
<td>(Operating Hours – 8:00 A.M. to 5:00 P.M.)</td>
</tr>
<tr>
<td>Health and Human Services Commission</td>
</tr>
<tr>
<td>Attn: Bid Coordinator</td>
</tr>
<tr>
<td>Procurement and Contracting Services Building</td>
</tr>
<tr>
<td>1100 W. 49th St.</td>
</tr>
<tr>
<td>Mail Code: 2020</td>
</tr>
<tr>
<td>Austin, Texas 78756</td>
</tr>
<tr>
<td>Email: <a href="mailto:pcsbids@hhsc.state.tx.us">pcsbids@hhsc.state.tx.us</a></td>
</tr>
<tr>
<td>Fax Number: (512) 406-2690</td>
</tr>
</tbody>
</table>

3.8.2. PCS will date and time-stamp all submissions when received. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant’s responsibility to appropriately mark and deliver the Application to HHSC by the specified time and date. All Applications must be submitted by hand delivery, by courier, by email, by fax, or by mail.

3.8.3. HHSC will not accept Applications by any other method of delivery (e.g., telephone).

3.8.4. All Applications become the property of HHSC after submission.

3.8.5. Submission of an Application does not execute a Contract.
4. ELIGIBILITY DETERMINATION

4.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

4.2. Unresponsive Applications

Unless an Applicant has taken action to withdraw the Application for this OE, an Application may be considered unresponsive and will not be considered further when any of the following conditions occur:

A. The Applicant fails to submit the required Application by the closing of the OE period provided in Section 1.3 of this OE.

B. The Applicant is not eligible under Section 1.5 of this OE.

4.3. Corrections to Application

Applicants may amend their Application at any time prior to the initial compliance screening by submitting a written amendment to the HHSC Point of Contact, as designated in Section 1.2. After the initial compliance screening, but prior to an unresponsive decision or Contract award decision, Applicants may amend their Application by submitting a new, complete Application to the HHSC Point of Contact.

HHSC may request modifications to the Application at any time. If the HHSC Point of Contact or alternate point of contact notifies the Applicant of a request for modifications, the Applicant will have seven (7) business days to correct and return modifications as directed in the notification.

4.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant’s, its directors’, officers’, and employees:

A. Past business history, practices, and conduct;

B. Ability to supply the goods and services; and

C. Ability to comply with Contract requirements.

By submitting an Application, the Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.
4.5. Method of Allocation

Total funding estimated to be available under this OE is up to **EIGHT HUNDRED THOUSAND DOLLARS ($800,000.00)** and is subject to change.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant.

Funds will be allocated to certain counties within Health Service Regions (HSRs) 3, 7, and 8 as indicated in Section 1.1. A map of the 11 HSRs is available at [http://legacy-hhsc.hhsc.state.tx.us/about_hhsc/regions.shtml](http://legacy-hhsc.hhsc.state.tx.us/about_hhsc/regions.shtml).

**NOTE:** HHSC reserves the right to allocate or reallocate funds in any manner HHSC deems necessary to ensure that the Breast and Cervical Cancer Program does not severely limit or eliminate access to services to any region of the state.
### 5. DEFINITIONS

<table>
<thead>
<tr>
<th>TERM</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant</td>
<td>A person or entity that submits a response to a solicitation. For purposes of this document, “applicant” is intended to include such phrases as “offeror”, “bidder”, “responder”, or other similar terminology employed by HHSC to describe the person or entity that responds to a solicitation.</td>
</tr>
<tr>
<td>Centers for Disease Control and Prevention (CDC)</td>
<td>Federal agency responsible for protecting the health and safety of all Americans, both foreign and domestic, by providing funding for essential health services and conducting critical scientific research. CDC administers the National Breast and Cervical Cancer Early Detection Program (NBCCEDP), including issuing funds and developing policy.</td>
</tr>
<tr>
<td>CPRIT</td>
<td>Cancer Prevention and Research Institute of Texas.</td>
</tr>
<tr>
<td>Day</td>
<td>In accordance with Performance Measure requirements, any day of the week including weekends.</td>
</tr>
<tr>
<td>Federal Poverty Level (FPL)</td>
<td>The set minimum amount of income that a family needs for food, clothing, transportation, shelter and other necessities. In the United States, this level is determined by the Department of Health and Human Services. The FPL varies according to family size. The number is adjusted for inflation and reported annually in the form of poverty guidelines. Public assistance programs, such as Medicaid in the U.S., define eligibility income limits as some percentage of FPL.</td>
</tr>
<tr>
<td>Household</td>
<td>The number of people residing together for which legal responsibility exists.</td>
</tr>
<tr>
<td>In-reach</td>
<td>Activities that are conducted with the purpose of informing and educating existing clients within an organization about services they are not receiving, but may be eligible to receive.</td>
</tr>
<tr>
<td>Medicaid</td>
<td>Title XIX of the Social Security Act; reimburses for health care services delivered to low-income clients who meet eligibility guidelines.</td>
</tr>
<tr>
<td>Medicaid for Breast and Cervical Cancer (MBCC)</td>
<td>The Breast and Cervical Cancer Prevention and Treatment Act of 2000 authorizes the state to provide medical assistance through Medicaid for breast and cervical cancer treatment for eligible women. The 80th Texas Legislature adopted Human Resources Code §32.024 (y-1) which defines eligible women who are screened under the scope of Title XV, regardless of funding source, and are found to be in need of treatment for qualifying breast or cervical diagnoses. MBCC is administered through the HHSC.</td>
</tr>
</tbody>
</table>
Med-IT® (Medical Information Tracking System) | An online medical information tracking system that has a web-based health screening information database system that includes demographic information, automatic eligibility computation, billing, and much more.

<table>
<thead>
<tr>
<th>TERM</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Data Elements (MDE)</td>
<td>A set of standardized data elements, as required by CDC, used to collect demographic information on women screened or diagnosed with BCCS funds. The MDEs include screening and/or diagnostic data for eligible women.</td>
</tr>
<tr>
<td>National Breast and Cervical Cancer Early Detection Program (NBCCEDP)</td>
<td>A federal program administered by the CDC that awards funds to grantees to help women who are low-income, uninsured, and underserved gain access to screening for early detection of breast and cervical cancer.</td>
</tr>
<tr>
<td>Outreach</td>
<td>Activities that are conducted with the purpose of informing and educating the community about services and increasing the number of clients served through the program.</td>
</tr>
<tr>
<td>Patient Navigation</td>
<td>An individualized approach of identifying and assessing barriers to care where establishing, brokering, and sustaining a system of available clinical and essential support services ensures clients receive timely and appropriate services.</td>
</tr>
<tr>
<td>Priority Population</td>
<td>The target population to be served through the program.</td>
</tr>
<tr>
<td>Texas Medicaid &amp; Healthcare Partnership (TMHP)</td>
<td>The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.</td>
</tr>
<tr>
<td>Uninsured</td>
<td>Not having medical insurance or not enrolled in a medical assistance program which provides coverage for medical needs including cancer screening.</td>
</tr>
</tbody>
</table>
6. **Blank Forms and Instructions**

**FORM A: Open Enrollment Application Checklist**

<table>
<thead>
<tr>
<th>FORM</th>
<th>DESCRIPTION</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Open Enrollment Application Checklist</td>
<td>☐</td>
</tr>
<tr>
<td>B</td>
<td>Face Page</td>
<td>☐</td>
</tr>
<tr>
<td>C</td>
<td>Texas Counties and Regions List Served By Project</td>
<td>☐</td>
</tr>
<tr>
<td>D</td>
<td>Contact Person Information</td>
<td>☐</td>
</tr>
<tr>
<td>E</td>
<td>Budget Section - Total Budget Request and Matching Contributions</td>
<td>☐</td>
</tr>
<tr>
<td>F</td>
<td>BCCS Medicaid Provider Status</td>
<td>☐</td>
</tr>
<tr>
<td>G</td>
<td>BCCS Clinic Site Readiness</td>
<td>☐</td>
</tr>
<tr>
<td>H</td>
<td>BCCS Clinic Sites</td>
<td>☐</td>
</tr>
<tr>
<td>I</td>
<td>Breast and Cervical Cancer Services Certification</td>
<td>☐</td>
</tr>
<tr>
<td>J</td>
<td>Needs Assessment Narrative</td>
<td>☐</td>
</tr>
<tr>
<td>K</td>
<td>Work Plan</td>
<td>☐</td>
</tr>
<tr>
<td>L</td>
<td>Estimation of Women to be Served</td>
<td>☐</td>
</tr>
<tr>
<td>M</td>
<td>Statement of Understanding</td>
<td>☐</td>
</tr>
<tr>
<td>N</td>
<td>Form 1: Child Support Certification Form 2: Debarment, Suspension, Ineligibility, …Certification Form 3: Federal Lobbying Certification Form 4: Required Certifications (PDF) Form 5: Anti-Trust Certification</td>
<td>☐</td>
</tr>
</tbody>
</table>

Appendices below are for reference and do not need to be submitted

**Appendix A** Program Eligibility ☐

**Appendix B** Medicaid for Breast and Cervical Cancer Guidelines for Determination of Qualifying Diagnosis ☐

**Appendix C** HHSC Uniform Terms and Conditions and HHSC Special Conditions ☐
**APPLICANT INFORMATION**

<table>
<thead>
<tr>
<th>1) LEGAL BUSINESS NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FORM B: FACE PAGE</strong></td>
</tr>
</tbody>
</table>

| 2) MAILING Address Information (include mailing address, street, city, county, state and zip code): | Check if address change □ |
|---------------------------------------------------------------|
| Mailing address:                                             |
| City: County: State: Zip code:                               |

| 3) PAYEE Name and Mailing Address (if different from above): | Check if address change □ |
|-------------------------------------------------------------|
| Mailing address:                                            |
| City: County: State: Zip code:                              |

<table>
<thead>
<tr>
<th>4) DUNS Number (9 - digit) with CCR number 4 - digit)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>5) Federal Tax ID No. (9 - digit) State of Texas Comptroller Vendor ID No. (14 digit)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>6) TYPE OF ENTITY (check all that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ City</td>
</tr>
<tr>
<td>□ Nonprofit Organization*</td>
</tr>
<tr>
<td>□ Individual</td>
</tr>
<tr>
<td>□ County</td>
</tr>
<tr>
<td>□ For Profit Organization*</td>
</tr>
<tr>
<td>□ FQHC</td>
</tr>
<tr>
<td>□ Other Political Subdivision</td>
</tr>
<tr>
<td>□ HUB Certified</td>
</tr>
<tr>
<td>□ State Controlled Institution of Higher</td>
</tr>
<tr>
<td>□ Learning State Agency</td>
</tr>
<tr>
<td>□ Community-Based Organization</td>
</tr>
<tr>
<td>□ Hospital</td>
</tr>
<tr>
<td>□ Indian Tribe</td>
</tr>
<tr>
<td>□ Minority Organization</td>
</tr>
<tr>
<td>□ Private</td>
</tr>
<tr>
<td>□ Faith Based (Nonprofit Org)</td>
</tr>
<tr>
<td>□ Other (specify):</td>
</tr>
</tbody>
</table>

*If incorporated, provide 10-digit charter number assigned by Secretary of State:

<table>
<thead>
<tr>
<th>7) PROPOSED BUDGET PERIOD:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date: 09/01/2017</td>
</tr>
<tr>
<td>End Date: 08/31/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8) COUNTIES SERVED BY PROJECT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Include completed list of counties to be served on Form C which must include targeted counties listed in General Information subsection 1.1.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9) AMOUNT OF FUNDING REQUESTED 09/01/17 - 08/31/18:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>10) PROJECTED EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do applicant’s projected federal expenditures exceed $500,000, or its projected state expenditures exceed $500,000, for applicant’s current fiscal year (excluding amount requested in line 10 above)? **</td>
</tr>
<tr>
<td>Yes □ No □</td>
</tr>
</tbody>
</table>

**Projected expenditures should include anticipated expenditures under all federal grants including “pass through” federal funds from all state agencies or all anticipated expenditures under state grants, as applicable.**

<table>
<thead>
<tr>
<th>11) PROJECT CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12) FINANCIAL OFFICER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
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<tr>
<td>Email:</td>
</tr>
</tbody>
</table>

I, the undersigned, am the authorized representative of the applicant filing this contract renewal application. The facts contained herein are true, and the applicant is in compliance with the assurances and certifications contained in the Open Enrollment identified above, which is part of the original contract and any prior renewals and amendments. I understand that this contract renewal depends on the truthfulness of this document and on the applicant’s continued compliance with the original contract and

<table>
<thead>
<tr>
<th>13) AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check if change □</td>
</tr>
<tr>
<td>Name:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14) SIGNATURE OF AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
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<tr>
<td>Email:</td>
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</tbody>
</table>
FORM B: FACE PAGE INSTRUCTIONS

This form provides basic information about the Applicant and the proposed project with the Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is the cover page of the proposal and is required to be completed. Signature affirms the facts contained in the Applicant’s response are truthful and the Applicant is in compliance with the certifications contained in this OE and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the Applicant’s proposal.

1) **LEGAL BUSINESS NAME** - Enter the legal name of the Applicant.

2) **MAILING ADDRESS INFORMATION** - Enter the Applicant’s complete physical address and mailing address, city, county, state, and zip code.

3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with Applicant to receive payment for services rendered by Applicant and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE’s name and mailing address if PAYEE is different from the Applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4) **DUNS Number** – 9 digit Dun and Bradstreet Data Universal Numbering System (DUNS) number or Central Contractor Registration number plus 4 digit extended DUNS number. The CCR number is the +4 extension to the DUNS number created by registrants in the CCR when there is a need for more than one bank/Electronic Funds Transfer account for a location. This can be obtained at: http://fedgov.dnb.com/webform. CRR is not required to be obtained by HHSC at this time, however, if your organization has a CCR number, please document in the space provided.

5) **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The Applicant acknowledges, understands and agrees the Applicant's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

6) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at http://www.sos.state.tx.us/corp/businessstructure.shtml or http://www.sos.state.tx.us/corp/nonprofit_org.shtml and/or the Texas Comptroller at https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.

Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (http://www.window.state.tx.us/procurement/prog/hub/)

State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii Institutions of higher education as defined by §61.003 of the Education Code.

MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members. If a Non-Profit Corporation or For-Profit
Corporation, provide the 10-digit charter number assigned by the Secretary of State.

7) **PROPOSED BUDGET PERIOD** – The budget period for this proposal has been entered.

8) **COUNTIES SERVED BY PROJECT** - Enter the proposed counties served by the project (see Form C).

9) **AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from HHSC for proposed project activities (not including possible renewals). This amount must match section C row C1 from the TOTAL BUDGET REQUEST AND MATCHING CONTRIBUTIONS used for cost reimbursement budgets for the period covered by FY18 09/01/2017 to 08/31/2018.

10) **PROJECTED EXPENDITURES** - If Applicant’s projected federal expenditures exceed $500,000 or its projected state expenditures exceed $500,000 for Applicant’s current fiscal year, Applicant must arrange for a financial compliance audit (Single Audit).

11) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.

12) **FINANCIAL OFFICER** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.

13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent the Applicant. Check the “Check if change” box if the authorized representative is different from previous submission to HHSC.

14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the Applicant must sign in this blank.

   **DATE** - Enter the date the authorized representative signed this form.
### Counties C: Texas Counties and Regions List Served by Project

<table>
<thead>
<tr>
<th>Counties</th>
<th>R</th>
<th>Counties</th>
<th>R</th>
<th>Counties</th>
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<th>Counties</th>
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</tr>
<tr>
<td>Anderson</td>
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<td>Culberson</td>
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<td>Hemphill</td>
<td>07</td>
<td>Martin</td>
<td>09</td>
<td>Schleicher</td>
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<td>Andrews</td>
<td>09</td>
<td>-D-</td>
<td>01</td>
<td>Hidalgo</td>
<td>11</td>
<td>Maverick</td>
<td>08</td>
<td>Shelby</td>
<td>05</td>
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<tr>
<td>Angelina</td>
<td>05</td>
<td>Dallas</td>
<td>03</td>
<td>Hill</td>
<td>07</td>
<td>McClulloch</td>
<td>09</td>
<td>Sherman</td>
<td>01</td>
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<tr>
<td>Arkansas</td>
<td>11</td>
<td>Deaf Smith</td>
<td>01</td>
<td>Hood</td>
<td>03</td>
<td>McMullen</td>
<td>11</td>
<td>Somervell</td>
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<td>Dawson</td>
<td>09</td>
<td>Hockley</td>
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<td>McLennan</td>
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<td>Smith</td>
<td>04</td>
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<td>01</td>
<td>Delta</td>
<td>04</td>
<td>Hopkins</td>
<td>04</td>
<td>Medina</td>
<td>08</td>
<td>Starr</td>
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<tr>
<td>Atascosa</td>
<td>08</td>
<td>Denton</td>
<td>03</td>
<td>Houston</td>
<td>05</td>
<td>Menard</td>
<td>09</td>
<td>Stephens</td>
<td>02</td>
</tr>
<tr>
<td>Austin</td>
<td>06</td>
<td>DeWitt</td>
<td>08</td>
<td>Howard</td>
<td>09</td>
<td>Midland</td>
<td>09</td>
<td>Sterling</td>
<td>09</td>
</tr>
<tr>
<td>Bailey</td>
<td>01</td>
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# FORM D: CONTACT PERSON INFORMATION

**LEGAL BUSINESS NAME OF APPLICANT:**

1. This form provides information about the appropriate contacts in the applicant’s organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.
4. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit via the assigned Contract Manager.

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## Additional Contacts

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<td>First Name:</td>
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<td>Salutation:</td>
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<td>Email:</td>
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<td>Phone:</td>
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</tbody>
</table>
### Cervical Dysplasia Management Contact

<table>
<thead>
<tr>
<th>Field</th>
<th>Cervical Dysplasia Management Contact</th>
<th>Cervical Dysplasia Management (Back-up)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name:</td>
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<td>Phone:</td>
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</table>

### Med-IT® Data Entry Contact

<table>
<thead>
<tr>
<th>Field</th>
<th>Med-IT® Data Entry Contact</th>
<th>Med-IT® Data Entry Contact (Back-up)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name:</td>
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<td>Phone:</td>
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</tbody>
</table>
FORM E: BUDGET SECTION - TOTAL BUDGET REQUEST AND MATCHING CONTRIBUTIONS

**Guidance and Matching Contributions Table Instructions**

1. Applicants will complete the table on: Form E-Total Budget Request and Matching Contributions.
2. Applicants should use data from previous performance, projected work plan(s), community needs assessments, and professional judgment to develop the estimate.
3. The numbers input in the Total Budget Request and Matching Contributions table must reflect services that will be paid for by BCCS funds.

**Matching Contributions Table Instructions**

1. Applicants must propose to match every three dollars of federal CDC funds (called "BCCS Program Funds" in field A.1.) requested with one dollar from a qualified non-federal or non-state source.
2. List and describe each qualifying non-federal and non-state matching contribution provided by your agency and the amount of the match below. Use additional pages if necessary.
3. In order to qualify as a satisfactory match, the proposed item(s) must qualify as an item(s) that could be covered under the federal program. For example, the difference between usual, customary rates and the BCCS rate, donated clinical services and procedures, non-HHSC funding for breast and cervical cancer screening and diagnostic services, non-HHSC funding for professional education related to BCCS requirements, staff time for BCCS activities, breast and cervical cancer educational activities and materials.
4. Successful Applicants will be required to report Matching Contributions on a quarterly basis to HHSC.
5. Contractors may not utilize Cancer Prevention and Research Institute of Texas (CPRIT) breast & cervical cancer funds as matching contributions to HHSC BCCS funds.
6. CPRIT and BCCS reserve the right to discuss the contractual standing of any contractor(s) receiving funds from both entities.
FORM E: TOTAL BUDGET REQUEST AND MATCHING CONTRIBUTIONS

<table>
<thead>
<tr>
<th>Legal Business</th>
<th>Name of Applicant</th>
</tr>
</thead>
</table>

A. Use the table below to summarize Applicant's BCCS funding request and proposed matching contributions. Use the guidance on the following pages for assistance if needed.

A.1. Total BCCS Program Funds Requested
Total request for BCCS funding to include client screening, diagnostics, service coordination and patient navigation services. Applicants may request up to 100% of total funding be allocated for these services.

| $ |

A.2. Estimated # of Unduplicated BCCS Clients
Must match estimation on Form L

| |

A.3. Average BCCS Cost per Client
Calculate using (A.1./A.2.) Exclude any requested Cervical Dysplasia (CD) state funds.

| $ |

B. If Applicant is able and intends to deliver Cervical Dysplasia (CD) Management and Treatment services, complete the table below.

B.1. Total Cervical Dysplasia (CD) Management and Treatment State Funds Requested
In alignment with program intent, services must remain primarily screening and diagnostic. If no CD state funding requested, report ‘0’.

| $ |

C. If Applicant is seeking both BCCS and CD state funding, total both funding requests in the table below.

C.1. GRAND TOTAL REQUESTED
Sum of BCCS (A.1) and CD (B.1) funds requested.

| $ |

D. If the cost per client estimated in A.3. exceeds $350, the Applicant must provide justification for the cost. (1/2 page)
E. MATCHING CONTRIBUTIONS TABLE See Guidance and Matching Contributions Table Instructions

<table>
<thead>
<tr>
<th>Description of Match</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

**TOTAL** $ 

Note: Match is required only on federal CDC funds requested. CPRIT funds cannot be used as match.
FORM F: BCCS MEDICAID PROVIDER STATUS

<table>
<thead>
<tr>
<th>Legal Business Name of Applicant</th>
</tr>
</thead>
</table>

Is your Organization a Medicaid Provider:  ☐ YES  ☐ NO

If yes, what is your Medicaid Provider Number: ________________________________

If Applicant organization is not a Medicaid Provider, all subcontractors providing clinical services to BCCS clients must be Medicaid Providers and Applicant must provide the information required below. Use additional pages if necessary.

<table>
<thead>
<tr>
<th>Subcontractor Name and Medical Credentials (as applicable)</th>
<th>Street Address/City</th>
<th>Phone Number</th>
<th>Medicaid Provider Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
**FORM G: BCCS CLINIC SITE READINESS**
*Required for all Applicants*
*(Instructions on the following page.)*

<table>
<thead>
<tr>
<th>Legal Business Name of Applicant</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriate signage to identify funded entity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Space for clinical and administrative staff?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Locked storage for charts, records, medications and medical supplies?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proper Disposal for Medical Waste?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLIA certification for level of tests performed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are clinic sites geographically close to target population?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appropriate emergency policies/procedures and supplies as applicable?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appropriate use of interpreter services and language translation (including resources for both)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compliance with ADA requirements?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial management systems including secure data storage?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If any of the above requirements are not currently in place, can they be in place by the contract award date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If No is marked for any of the above, please explain:

---

*Page 37*
FORM H: BCCS CLINIC SITES

| Legal Business Name of Applicant: | Clinic Site # of ________ |

CLINIC SITE INFORMATION:
1. Complete this form for EACH clinic site that will provide BCCS beginning September 1, 2017.
2. Information provided in the below table will be displayed on the Clinic Locator at https://www.healthytexaswomen.org/bccs-program.
   *Please ensure that all information is accurate.*

| Clinic Name: | |
| Street Address: | Suite: |
| City: | County: | Zip Code: | HSR: |
| Clinic APPOINTMENT Phone#: | |
| Clinic PRIMARY Phone #: | Fax: |
| Service Area (counties to be served by this clinic site): | |

| Contact Person: | |
| Pharmacy License #: | Class: | TPI#: | NPI #: |
| Subcontractor Site: | ☐ Yes | ☐ No |
| Mobile Site: | ☐ Yes | ☐ No |

CLINIC HOURS

<table>
<thead>
<tr>
<th>DAY</th>
<th>HOURS OF OPERATION</th>
<th># MONTHL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Morning</td>
<td>Afternoon</td>
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<tr>
<td></td>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>MONDAY</td>
<td></td>
<td></td>
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<tr>
<td>TUESDAY</td>
<td></td>
<td></td>
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<tr>
<td>WEDNESDAY</td>
<td></td>
<td></td>
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<tr>
<td>THURSDAY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FRIDAY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SATURDAY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUNDAY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL HRS/MONTH</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BCCS SERVICES/ACTIVITIES PERFORMED AT THIS LOCATION (Check all that apply)
- ☐ Outreach Services
- ☐ Cervical Diagnostics
- ☐ MBCC Application Processing
- ☐ Breast Screenings
- ☐ Appointment Scheduling
- ☐ Cervical Dysplasia Treatment
- ☐ Breast Diagnostics
- ☐ Eligibility Determination
- ☐ Radiology/Mammography
- ☐ Cervical Screenings
- ☐ Data Entry
- ☐ Laboratory
FORM H: BCCS CLINIC SITES

1. If the Applicant will subcontract all clinical services but will perform any or all of the following at a location other than sites where clients receive clinical services, Applicant MUST indicate where clients go for eligibility determination and MBCC application processing:
   A. Eligibility determination;
   B. Patient Navigation;
   C. MBCC application processing; and
   D. Med-IT® Data Entry/Billing.

2. For example, the Applicant will have ten (10) subcontracted clinic sites, however, clients will receive eligibility determination and/or MBCC application processing at an administrative office where no direct care services are provided. Enter the information for the administrative office below.

3. This information will be used on the HHSC clinic locator in lieu of the subcontracted clinic sites as a point of entry into BCCS services.

4. Applicant only need to complete this section once, Applicant does not need to complete this page for every clinic site.

<table>
<thead>
<tr>
<th>Legal Business Name of Applicant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
</tbody>
</table>

Services at this location (check all that apply):
- ☐ Eligibility determination
- ☐ MBCC application
- ☐ Processing Med-IT® Data Entry/Billing

Note: The phone number listed here should be the phone number for clients to call and schedule eligibility screening and MBCC application processing appointments.
FORM H: BCCS CLINIC SITES INSTRUCTIONS

Complete a separate form for ALL clinic sites and ALL SUBCONTRACTOR LOCATIONS, including radiology, laboratory, and mammography centers, etc.

Information provided on clinic forms is used to update HHSC’s websites and public databases, therefore, each clinic form must contain current and accurate information.

<table>
<thead>
<tr>
<th>HEADING/LINE</th>
<th>DESCRIPTION/INSTRUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Business Name of Contractor</td>
<td>Applicant’s legal business name</td>
</tr>
<tr>
<td>Clinic Site #____of ____</td>
<td>Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.</td>
</tr>
</tbody>
</table>

**Clinic Site Information**

<table>
<thead>
<tr>
<th>Clinic Name</th>
<th>Enter the name of the clinic as it should appear on the clinic locator (name that is known by the general public).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address, City, County, Zip</td>
<td>Enter the address and HSR for that specific site</td>
</tr>
<tr>
<td>Code and HSR</td>
<td></td>
</tr>
<tr>
<td>Clinic APPOINTMENT Phone #</td>
<td>Phone number for clients to make BCCS appointments. (If applicable)</td>
</tr>
<tr>
<td>Clinic PRIMARY Phone #</td>
<td>Main line for clients/public to contact the clinic</td>
</tr>
<tr>
<td>Fax</td>
<td>Fax number for the clinic</td>
</tr>
<tr>
<td>Service Area Location of Site</td>
<td>List all counties served by that specific site, NOT all counties served by the whole project. Be specific. “Surrounding area” is not acceptable</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Name of contact person for that clinic site (If applicable)</td>
</tr>
<tr>
<td>Pharmacy License #Fax</td>
<td>Pharmacy license number for the clinic (if applicable); otherwise enter N/A</td>
</tr>
<tr>
<td>Class</td>
<td>Enter pharmacy class type</td>
</tr>
<tr>
<td>TPI #</td>
<td>Texas Provider Identifier for the CLINIC</td>
</tr>
<tr>
<td>NPI #</td>
<td>National Provider Identifier for the CLINIC</td>
</tr>
<tr>
<td>Subcontractor Site</td>
<td>For each clinic site, indicate whether or not that particular site is a subcontractor of the Applicant for the provision of services not conducted at the Applicant’s clinic site(s). This includes completing a separate clinic form for every subcontracted entity, including labs, radiology and mammography centers, etc.</td>
</tr>
<tr>
<td>Mobile Site</td>
<td>Indicate whether or not mobile services, e.g. mobile mammography, are provided at/through this specific site.</td>
</tr>
<tr>
<td>Clinic Hours</td>
<td>Enter the hours the clinic is open and provides BCCS for each day of the week, then total the number of clinics offered each month. Enter “N/A” for subcontracted laboratory sites.</td>
</tr>
</tbody>
</table>

**BCCS Services/Activities Performed at This Location**

| Services Performed                   | Check the box for ALL services provided at that specific location, not the services provided by the Applicant through the program. Some of this information will be used on the Clinic Locator to help direct clients to the appropriate service/clinic site. The “MBCC application processing” check box is for identifying if a client may apply for the Medicaid for Breast and Cervical Cancer treatment program at that specific clinic/location. If ALL clinical services are subcontracted, Applicant MUST complete the Administrative section of this form. |

**Important:** Any changes in clinic information must be reported in writing to the appropriate HHSC Contract Manager in a timely manner.

Programmatic or operational changes must be made in accordance with requirements outlined in the HHSC Uniform Terms and Conditions, Appendix C.
FORM I: BREAST AND CERVICAL CANCER SERVICES CERTIFICATION

This certification pertains to the following Breast and Cervical Cancer Services (BCCS) Applicant:

Applicant’s Name: ________________________________
Federal Tax ID Number: ________________________________
NPI Number: ________________________________

Applicant’s primary billing address: ________________________________
City: __________________ State: __________ Zip Code: __________________

Telephone Number: __________________ E-Mail Address: __________________

Applicant’s primary physical address: Street __________________
Address: ________________________________________________
City: __________________________________ State: __________ Zip Code: __________

DEFINITIONS

For the purposes of this certification the following terms are defined as follows: The term

“affiliate” means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
1.  common ownership, management, or control; a franchise; or
2.  the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity’s brand name, trademark, service mark, or other registered identification mark.

The “written instruments” referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician’s participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term “promote” means advancing, furthering, advocating, or popularizing elective abortion by, for example:
1.  taking affirmative action to secure elective abortion services for a BCCS client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient’s request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
2.  furnishing or displaying to a BCCS client information that publicizes or advertises an elective abortion service or provider; or
3.  using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.
My name is _____________________________. I am the provider or, if the provider is an organization, I am the provider’s ___________________________. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider’s behalf. Throughout the remainder of this document, the word “I” will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word “I” is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these. I understand that the Texas Legislature has specified that Breast and Cervical Cancer Services funds may be used to compensate only providers that satisfy the eligibility requirements for the Healthy Texas Women Program (HTW), as applicable, except in very limited circumstances. Accordingly, consistent with the legislative requirement found under Article II, Rider 72 (relating to the Breast and Cervical Cancer Services Program) of the General Appropriations Act for State Fiscal Years 2016 and 2017 (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-72), and with the relevant TWHP or HTW statute and rules (Texas Human Resources Code, Section 32.024(c-1) and Title 25 of the Texas Administrative Code, Sections 39.33 and 39.38), I understand that I am not qualified to participate in the BCCS program or to bill the program for services if I, or any my organization’s subcontractors, perform or promote elective abortions or if I, or any my organization’s subcontractors, are an affiliate of an entity that performs or promotes elective abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization’s subcontractors, perform or promote elective abortions outside the scope of the BCCS.
   ☐ I affirm that this statement is true and correct.

2. I am not, nor are any of my organization’s subcontractors, an affiliate of an entity that performs or promotes elective abortions.
   ☐ I affirm that this statement is true and correct.

3. In offering or performing a BCCS service, I do not, nor do any of my organization’s subcontractors, promote elective abortions within the scope of the BCCS.
   ☐ I affirm that this statement is true and correct.

4. In offering or performing a BCCS service, I, as well as my organization’s subcontractors, maintain physical and financial separation between any BCCS activities and any elective abortion-performing or abortion-promoting activity, in particular:
   a. All BCCS services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization’s subcontractors, does not have any board members who are also members of the governing board of an entity that performs or promotes elective abortions;
   c. None of the funds that I, or any my organization’s subcontractors, receive for performing BCCS services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization’s subcontractors’, accounting records confirm this;
d. I do not, nor do any of my organization’s subcontractors, display any signs or materials that promote elective abortion at any locations or in any public electronic communications.
☐ I affirm that this statement is true and correct.

5. I do not, nor do any of my organization’s subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

1. If I fail to complete and submit this certification, I will be disqualified from the BCCS program and the HHSC or its designee (henceforth, “HHSC”) will deny any claims I submit for BCCS services.

2. If, after I submit this signed certification, I, or any my organization’s subcontractors, perform, agree to perform, or promote elective abortions, or I, or any my organization’s subcontractors, affiliate or agree to affiliate with an entity that performs or promotes elective abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization’s subcontractors, perform or promote an elective abortion or affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the BCCS program and HHSC will deny any claims I submit for BCCS services.

3. If, while participating in the BCCS, I, or any of my organization’s subcontractors, perform or promote an elective abortion, I will be disqualified from the BCCS program, and HHSC will deny any claims I submit for BCCS services.

4. If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the BCCS program, HHSC may place a payment hold on claims submitted by me or my organization for BCCS services until HHSC can make a final determination regarding my eligibility.

5. If HHSC determines that I am ineligible to receive funds under the BCCS program:
   a) HHSC may recoup BCCS funds paid on claims that I have incurred since the date the provider became ineligible;
   b) HHSC will deny all BCCS claims that I have submitted since the date of ineligibility; and
   c) I will remain ineligible to participate in the BCCS program until I comply with Texas Human Resources Code Section 32.024(c-1) and Title 25 of the Texas Administrative Code, Sections 39.33 and 39.38.

6. If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the BCCS program.

I also understand that, to enable HHSC to verify my or my organization’s eligibility to participate in the BCCS program, I must complete and return this certification form to HHSC.

If statements 1 – 5 are all marked “true,” the effective dates of your certification are as follows: (The effective date of the Certification spans from the contract start date through the end of the contract/project year.)

Effective Date of Certification 09/01/2017 through 08/31/2018.
**Note:** Each contractor must complete a new certification form annually and provide it to HHSC prior to execution of a BCCS contract. The certification form will be provided to applicants and/or contractors as a part of the contracting packet.

If any of statements 1 – 5 are not true, you must request an immediate termination of your BCCS certification:

☐ Terminate BCCS certification

Signature:

__________________________________________________________

Printed Name:

__________________________________________________________

Title:

__________________________________________________________

Date:

__________________________________________________________
FORM J: NEEDS ASSESSMENT NARRATIVE

Applicant is encouraged to use multiple data sources and resources when completing this form. Specifically address each of the assessment elements listed below as they relate to public health and services within this proposal. Needs Assessment Narrative response not to exceed 3 pages. Pages in excess of the 3 page limit will not be read or considered for the application.

1. Describe agency population including:
   A. Geographic service area;
   B. Characteristics of population served (e.g. client demographics, health and population data, number of clients served, types and numbers of services provided); and
   C. Characteristics of any identified target populations (e.g. demographics, socioeconomic factors, health indicators, behavioral risk factors, etc.);

2. Describe agency public health resources including:
   A. Existing or planned public health grants, whether ongoing or temporary (CPRIT, Komen, Avon, etc.).
   B. Existing or planned state-funded programs (Family Planning, HIV/STD, etc.).
FORM K: WORK PLAN
PROGRAM COMPONENTS

Adherence to required program components ensures the achievement of performance measures. Applicant must include a narrative response for program component elements below. Work plan response not to exceed 5 pages. Pages in excess of the 5 page limit will not be read or considered for the application.

A. Program Administration and Management:
   1. Describe elements which will help support overall program delivery, including but not limited to organizational workforce, support systems (e.g. training, research, administrative systems, technical assistance) and other infrastructure.
   2. Describe method(s) of fund monitoring which will ensure provision of services throughout the duration of the contract.

B. Screening, Diagnostic and Patient Navigation Service Delivery
   1. Describe program service delivery systems including descriptions of who will deliver services, resources available to perform services and method of client service delivery.
   2. Describe any services Applicants will subcontract.
   3. Describe methods of follow-up and patient navigation for clients with abnormal screening or diagnostic results, including responsible staff position(s).
   4. Describe any community resources for clients needing cervical dysplasia or cancer treatment.

C. Quality Management (QM): (1 page maximum)
   1. Describe Quality Assurance (QA) processes including internal review, measurement and evaluation of activities and services. Response should define QM roles, including Medical Director, activities and frequency.
   2. Describe methods and approaches for ensuring compliance with Program Requirements contained in Section 2.

D. Professional Development
   1. Describe methods of ensuring healthcare professionals provide services competently and with sensitivity to diverse patient cultures.
   2. Describe policies and procedures which ensure healthcare providers follow evidence-based clinical guidelines and provide clinical services consistent with current nationally recognized standards of care, including the American Society for Colposcopy and Cervical Pathology (ASCCP) consensus guidelines.

E. Recruitment
   1. Describe (used and/or planned) evidence-based outreach and inreach strategies for public education and recruitment of priority populations.

F. Data Collection  (Yes/No)
   1. Does agency have computers with password protection and/or other security features to restrict access to appropriate personnel?
2. Does agency have staff who will be responsible for maintaining timely and accurate data collection in accordance with BCCS policy and Performance Indicators?

3. Does agency have staff who will be trained to perform program data entry including client information, clinical services, reporting, error resolution and billing in accordance with BCCS policy?

G. Partnerships

1. Describe current or potential partnerships with coalitions, community-based organizations and other agencies which may further the goal of providing breast and cervical cancer services in the proposed target service area.

WORKPLAN

APPLICANT BACKGROUND NARRATIVE

Applicant must provide a narrative response to agency elements referenced below. Response not to exceed 4 pages. Pages in excess of the 4 page limit will not be read or considered for the application.

1. Provide an executive summary describing the organization’s vision, mission and values statements.

2. Provide a current agency organization chart.

3. Provide a copy of the current and valid Texas medical license for the Medical Director that will oversee Applicant's provision of BCCS services.

4. Describe experience providing clinical services including breast cancer screening and diagnostics, cervical cancer screening and diagnostics and patient navigation, as applicable.

5. Describe experience subcontracting with other agencies/providers as applicable. Include:

   a. Experience negotiating subcontracts, including development of Letters of Agreement and/or Memorandums of Understanding;
   b. Experience developing policies and procedures for monitoring subcontracts;
   c. Experience performing professional and/or clinical monitoring of subcontractors with responsible staff position(s) defined; and
   d. Experience providing technical assistance to subcontractors with responsible staff position(s) defined.

If Applicant has no background subcontracting for services, respond “N/A, NO SUBCONTRACTING HISTORY.”
Applicant must provide estimates of the number of unduplicated clients expected to receive breast and cervical cancer services in the project period (September 1, 2017 to August 31, 2018). These goals are closely linked to Applicant request for funding.

Client projections should be developed from Applicant data, proposed work plans and professional judgment.

1. Breast Cancer Screening and Diagnostic Services

   a. Complete the table below with the estimated number of unduplicated women, categorized by age, proposed to receive breast cancer screenings funded by BCCS during the project period (September 1, 2017 to August 31, 2018). A breast cancer screening includes a clinical breast exam (CBE) and screening mammogram.

<table>
<thead>
<tr>
<th>Age (Years)</th>
<th># Unduplicated Clients</th>
</tr>
</thead>
<tbody>
<tr>
<td>40-49</td>
<td></td>
</tr>
<tr>
<td>50-64</td>
<td></td>
</tr>
<tr>
<td>&gt;64</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

   b. Complete the table below with the estimated number of unduplicated women, categorized by age, proposed to receive breast cancer diagnostic services funded by BCCS during the project period (September 1, 2017 to August 31, 2018).

<table>
<thead>
<tr>
<th>Age (Years)</th>
<th># Unduplicated Clients</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 40</td>
<td></td>
</tr>
<tr>
<td>40-49</td>
<td></td>
</tr>
<tr>
<td>50-64</td>
<td></td>
</tr>
<tr>
<td>&gt;64</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

2. Cervical Cancer Screening and Diagnostic Services

   a. Complete the table below with the estimated number of unduplicated “never or rarely screened” women proposed to receive cervical cancer screenings funded by BCCS during the project period (September 1, 2017 to August 31, 2018). Cervical cancer screenings include Pap tests performed at intervals appropriate for client age.

<table>
<thead>
<tr>
<th>Screening History</th>
<th>#Unduplicated Clients</th>
</tr>
</thead>
</table>

   b. Complete the table below with the estimated number of unduplicated women, categorized by age, proposed to receive cervical cancer diagnostic services funded by BCCS during the project period (September 1, 2017 to August 31, 2018). Cervical cancer diagnostic services include Pap tests performed at the appropriate interval for client age.

<table>
<thead>
<tr>
<th>Age (Years)</th>
<th># Unduplicated Clients</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 40</td>
<td></td>
</tr>
<tr>
<td>40-49</td>
<td></td>
</tr>
<tr>
<td>50-64</td>
<td></td>
</tr>
<tr>
<td>&gt;64</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>
b. Complete the table below with the estimated number of unduplicated women, categorized by age, proposed to receive cervical cancer diagnostic services funded by BCCS during the project period (September 1, 2017 to August 31, 2018).

<table>
<thead>
<tr>
<th>Age (Years)</th>
<th># Unduplicated Clients</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 21</td>
<td></td>
</tr>
<tr>
<td>21-29</td>
<td></td>
</tr>
<tr>
<td>30-64</td>
<td></td>
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<tr>
<td>&gt; 64</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

3. Clients Served – Total BCCS Screening and Diagnostics

Enter the estimated total number of unduplicated women proposed to receive BCCS breast and cervical screening and diagnostic services during the project period. This projection must not exceed the total amount of 1.A. & B, and & 2.A. & B. combined.

If Applicant intends to deliver Cervical Dysplasia (CD) Management and Treatment services, complete question below. **If Applicant does not intend to utilize CD state funding for treatment services, respond with N/A.**

4. Clients Served – Cervical Dysplasia (CD) Management and Treatment

Enter the estimated total number of unduplicated women proposed to receive state-funded CD management and treatment services during the project period (September 1, 2017 to August 31, 2018). Applicants are encouraged to provide CD services, although CD management and treatment are not required program components, nor does CD service delivery affect consideration for Project funding.

For more information on CD funding, see Appendix A.
FORM M: STATEMENT OF UNDERSTANDING

LEGAL BUSINESS NAME OF APPLICANT:

In the event a contract is awarded, the following CDC-required performance measures and program requirements will be used to assess, in part, the Applicant’s effectiveness in providing the services described. Performance Indicators and program data monitoring occurs via the integrated web-based system (Med-IT®). By signing this form, Applicant acknowledges the CDC-required performance measures that must be attained by the contractor.

1. **Screening Indicators:**
   A. A minimum of 20% of clients newly enrolled for cervical cancer screening must be women who have not had a Pap test in the last 5 years.
   
   B. A minimum of 75% of all National Breast and Cervical Cancer Early Detection Program (NBCCEDP) reimbursed mammograms must be provided to program eligible women who are 50 years of age and older and not enrolled in Medicare- Part B.

2. **Cervical Cancer Diagnostic Indicators:**
   A. A minimum of 90% of abnormal cervical screening results must have a complete follow-up with no more than 10% lost to follow-up, refused and/or pending.
   
   B. The interval between initial screening and diagnosis of abnormal cervical cancer screenings must be 90 days or less for a minimum of 75% of the women with abnormal results.
   
   C. A minimum of 90% of HSIL, CIN II, CIN III, CIS and invasive cervical cancer diagnoses must have started treatment.
   
   D. The interval between diagnosis and initiation of treatment for HSIL, CIN II, CIN III and CIS must be 90 days or less for a minimum of 80% of the women needing treatment.
   
   E. The interval between diagnosis and initiation of treatment for invasive cervical cancer must be 60 days or less for a minimum of 80% of the women diagnosed.

3. **Breast Cancer Diagnostic Indicators:**
   A. A minimum of 90% of abnormal breast screening results must have a complete follow-up with no more than 10% lost to follow-up, refused and/or pending.
   
   B. The interval between initial screening and diagnosis of abnormal breast cancer screenings must be 60 days or less for a minimum of 75% of women with abnormal results.
   
   C. A minimum of 90% of breast cancer diagnosis must have started treatment.
   
   D. The interval between diagnosis and initiation of treatment for breast cancer must be 60 days or less for a minimum of 80% of women needing treatment.
4. **Administrative Indicators:**
   A. A minimum of 85% proposed unduplicated clients must be served.

   B. A minimum of 95% of the awarded funds must be expended.

   C. Submit Quarterly Match report.

   D. Comply with and utilize HHSC integrated web-based system (Med-IT®) to collect and process breast and cervical cancer data, reports, and financial billing in accordance with the business requirements of the web-based system.

   E. Client data, screening, diagnosis and/or treatment data, and billing must be entered into the Med-IT® system within 30 days of the date of service.

Failure to expend funds, verify qualified matching contributions, submit billing and data in a timely manner, meet program performance measures or other requirements may result in reduction and/or termination of funding.

Executive Director Signature: ____________________________________________

Chief Financial Officer Signature: _________________________________________

Program Director Signature: _____________________________________________

Medical Director Signature: _____________________________________________

*The Executive Director of the Applicant’s agency must review and sign this form.*
FORM N: CERTIFICATIONS AND OTHER REQUIRED FORMS

- Form 1: Child Support Certification (PDF)
- Form 2: Debarment, Suspension, Ineligibility, ... Certification (PDF)
- Form 3: Federal Lobbying Certification (PDF)
- Form 4: Affirmation and Solicitation Acceptance (PDF)
- Form 5: Anti-Trust Certification (DOC)
State of Texas
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney’s fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

<table>
<thead>
<tr>
<th>Name</th>
<th>Social Security #</th>
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<tbody>
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</table>

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant 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."

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
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</table>

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Date</th>
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</thead>
</table>
Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification “contractor” refers to both contractor and subcontractor; “contract” refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.

2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded”, as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ........................................................................ Yes No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts” without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract’s initiation and upon each renewal.

7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form participation in this contract by any federal department or agency or by the State of Texas.

- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor | Vendor ID No. or Social Security No. | HHSC Contract No. (if applicable) |
|-----------------------------|------------------------------------|----------------------------------|

Printed/Typed Name and Title of Authorized Representative

Signature of Authorize Representative Date

Page 1 of 2 5/22/95
CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

(1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) under a grant or subgrant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
   a. Principal investigators.
   b. Providers of audit services required by the HHSC or federal funding source.
   c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person’s eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:
(1) Principal investigators.
(2) Providers of audit services required by the HHSC or federal funding source.
(3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is “suspended”.

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.
CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, “New Restrictions on Lobbying”, published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the $100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means “to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

• 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”.

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one’s own employees with respect to:

• liaison activities with federal agencies and Congress not directly related to a covered federal action;
• providing any information specifically requested by a federal agency or Congress;
• discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action or professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contact, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $100,000 for each such failure.

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

1. No federally 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. 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 agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)

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

Do you have or do you anticipate having covered subawards under this transaction?  .................................................................  □ Yes  □ No

<table>
<thead>
<tr>
<th>Name of Contractor/Potential Contractor</th>
<th>Vendor ID No. or Social Security No.</th>
<th>HHSC Contract No. (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Name of Authorized Representative (type or print)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

______________________________  ____________________________
Signature--Authorize Representative  Date
Exhibit A. AFFIRMATIONS AND SOLICITATION ACCEPTANCE

Respondent affirms, without exception, as follows:

1. Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation.

2. Respondent represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Solicitation Response.

3. Respondent acknowledges that its Solicitation Response and subsequent documents submitted are subject to the Texas Public Information Act.

4. Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.

5. Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.

6. Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation are rejected unless expressly accepted by HHSC.

7. Respondent agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

8. Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC.

9. Respondent acknowledges all addenda and amendments to the Solicitation.

10. Respondent represents and warrants that if a Texas address is shown as the address of Respondent, Respondent qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).

11. Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code §20.38 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):

   □ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
   □ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
   □ Agricultural products grown in Texas
   □ Agricultural products offered by a Texas bidder
   □ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
CERTIFICATION REGARDING FEDERAL LOBBYING

☐ Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
☐ Texas Vegetation Native to the Region
☐ USA produced supplies, materials or equipment
☐ Products of persons with mental or physical disabilities
☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
☐ Energy Efficient Products
☐ Rubberized asphalt paving material
☐ Recycled motor oil and lubricants
☐ Products produced at facilities located on formerly contaminated property
☐ Products and services from economically depressed or blighted areas
☐ Vendors that meet or exceed air quality standards
☐ Recycled or Reused Computer Equipment of Other Manufacturers
☐ Foods of Higher Nutritional Value
☐ Commercial production company or advertising agency located in Texas

12. Respondent has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.

13. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

14. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

15. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

16. Pursuant to Section 231.006(c), Texas Family Code (relating to delinquent child support), identify below the name and social security number (SSN) of each individual, sole proprietor, partner, shareholder, and owner with an ownership interest of at least 25 percent (25%) of the business entity submitting this Solicitation Response:

Name: __________________________ SSN: __________________________
Name: __________________________ SSN: __________________________
Name: __________________________ SSN: __________________________
Name: __________________________ SSN: __________________________

FEDERAL PRIVACY ACT NOTICE: Disclosure of requested Social Security Numbers (SSNs) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law. Failure by a Respondent to provide the required SSNs may result in disqualification of the Respondent’s Solicitation Response.
17. Under Section 231.006, Texas Family Code, the vendor or applicant 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 may be withheld if this certification is inaccurate.

18. Respondent certifies that: (a) the entity executing this Solicitation Response; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to any contract resulting from this Solicitation are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.

19. Respondent certifies that it, its principals, its subcontractors, and any personnel designated to perform services related to any contract resulting from this Solicitation are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.

20. Respondent certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Solicitation Response; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to any contract resulting from this Solicitation are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/portal/public/SAM/, which Respondent may review in making this certification.

21. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Respondent certifies that it (1) is not the executive head any HHS Agency; (2) was not at any time during the past four years the executive head of any HHS Agency; and (3) does not employ a current or former executive head of any HHS Agency.

22. Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

23. Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

24. Respondent represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.

25. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Respondent will not allow any former employee of an HHS Agency to perform services under any contract resulting from this Solicitation during the twelve (12) month period immediately following the employee's last date of employment an HHS Agency.
26. Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of an HHS Agency who during the period of state service or employment participated on behalf of an HHS Agency in a procurement or contract negotiation involving Respondent may not accept employment from respondent before the second anniversary of the date the officer's or employee's service or employment with an HHS Agency ceased.

27. Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract would not reasonably create an appearance of impropriety.

28. Respondent understands that HHSC does not tolerate any type of fraud. The agencies' policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Respondent agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.

29. Respondent represents and warrants that it has not violated state or federal antitrust laws and has not communicated its Solicitation response directly or indirectly to any competitor or any other person engaged in such line of business. Respondent hereby assigns to HHSC any claims for overcharges associated with any contract resulting from this Solicitation under 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code § 15.01, et seq.

30. Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Respondent or any of the individuals or entities included numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract resulting from this solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to the HHSCs consideration of entering into a contract. In addition, Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.

31. Respondent understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Respondent is subject to all civil and criminal consequences provided at law or in equity.
including, but not limited to, immediate termination of any contract resulting from this Solicitation.

32. Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statues, codes, and other laws that pertain to any contract resulting from this Solicitation.

33. Respondent represents and warrants that the individual signing this Solicitation response is authorized to sign on behalf of Respondent and to bind Respondent.

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

Legal Name of Respondent: _______________________________________

<table>
<thead>
<tr>
<th>Signature of Authorized Representative</th>
<th>Date Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name and Title of Authorized Representative</td>
<td>Phone Number</td>
</tr>
<tr>
<td>Federal Employer Identification Number</td>
<td>Fax Number</td>
</tr>
<tr>
<td>DUNS Number</td>
<td>Email Address</td>
</tr>
<tr>
<td>Physical Street Address</td>
<td>City, State, Zip Code</td>
</tr>
<tr>
<td>Mailing Address, if different</td>
<td>City, State, Zip Code</td>
</tr>
</tbody>
</table>
TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or

b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.


____________________________________
Authorized signature

____________________________________
Name of Contractor/Vendor

____________________________________
Date

____________________________________
Printed Name of Individual

____________________________________
Title of Individual

Effective Date: 04/02/2007

Revision Date:
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
ANTI-TRUST CERTIFICATION FORM

INSTRUCTIONS

PURPOSE:

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

PROCEDURES:

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.
APPENDIX A
Program Eligibility

1. **FINANCIAL ELIGIBILITY**

BCCS Contractors are required to determine BCCS eligibility prior to enrolling women in BCCS and on an ongoing basis. Contractors are required to screen for changes in income and assess insurance status prior to service delivery. To be enrolled in the BCCS program, women must meet the general eligibility criteria described below.

   A. **Financial Eligibility**
       • Gross income at or below 200% of the adopted Federal Poverty Level (FPL);
       • Must be a Texas Resident;
       • Not eligible for other programs/benefits providing the same services.

Undocumented women who meet eligibility criteria are eligible for the BCCS program.

2. **CLINICAL ELIGIBILITY**

In addition to the financial eligibility criteria, clients must meet certain clinical criteria for screening and diagnostic services.

   A. **Breast Cancer Screening Services:**
       • Ages 50 and older: Women should be screened every year;
       • Ages 40-49: Asymptomatic women may be screened every two years.
          a. Women in this age group considered high risk per established breast cancer risk assessment tools (e.g. BRCAPRO, Gail Model) may be screened annually.
       • Ages under 40: Asymptomatic women and women without a history of breast cancer are not eligible for breast cancer screening.

   B. **Breast Cancer Diagnostic Services:**
       • Ages 18 to 40: Symptomatic women with a clinical breast examination, mammogram and/or MRI suggestive of cancer may be eligible for breast cancer diagnostic assessment services.
       • Women over age 40: Women with an abnormal clinical breast examination, mammogram and/or MRI may be eligible for breast cancer diagnostic assessment services.
       • Women with a history of breast cancer can be enrolled for diagnostic assessment if they have an abnormal clinical breast examination, mammogram and/or MRI.

   C. **Cervical Cancer Screening Services:**
       Applicants ages 21-64 who meet general and clinical eligibility requirements may be enrolled in BCCS for cervical cancer screening services.

   D. **Cervical Cancer Diagnostic Services:**
       Applicants ages 18 to 64 years who meet general eligibility may be enrolled in BCCS for diagnostic cervical services. Providers must follow American Society for Colposcopy and Cervical Pathology (ASCCP) guidelines.
3. TREATMENT ELIGIBILITY

A. MEDICAID FOR BREAST AND CERVICAL CANCER (MBCC)

BCCS Contractors are responsible for determining MBCC presumptive eligibility, assisting women with completion of the MBCC application, and assessing applicant patient navigation needs as prescribed in Section II, Chapter 7 of the BCCS Policy and Procedures Manual. MBCC applicants must:

- Be diagnosed by a BCCS contractor or another clinician and referred to a BCCS contractor for application processing assistance;
- Have a qualifying primary, metastatic or recurrent cancer diagnosis (see Medicaid for Breast and Cervical Cancer Guidelines for Determination of Qualifying Diagnosis, Appendix B);
- Be at or below 200% of the Federal Poverty Level;
- Be uninsured, that is she must not otherwise have creditable coverage (healthcare that covers treatment for breast or cervical cancer);
- Be under age 65;
- Be a Texas resident; and
- Be a U.S. citizen or eligible immigrant.

B. CERVICAL DYSPLASIA (CD) MANAGEMENT AND TREATMENT

CDC strictly prohibits reimbursement of treatment services, however, Applicants may receive limited state funding for management and treatment of cervical dysplasia (CD) among eligible women. Delivery of CD management and treatment services is not required and shall not affect consideration of Applicant proposal. Cervical dysplasia funds may not be used to reimburse for BCCS cervical screening or diagnostic services.

Applicants who meet BCCS general eligibility criteria and have a definitive, biopsy-confirmed diagnosis of one of the following diagnoses qualify for CD management and treatment.

- CIN I, CIN II, CIN II-III; or
- High-grade dysplasia (severe dysplasia/CIN III) or carcinoma in situ (CIS)

Cervical dysplasia management and treatment services may include:

- Follow-up testing and observation without treatment, e.g. cytology (Pap tests), HPV testing, colposcopy.
- Treatment using excision or ablation, e.g. cryotherapy, cervical conization.
- Patient Navigation
APPENDIX B: MEDICAID FOR BREAST AND CERVICAL CANCER GUIDELINES FOR DETERMINATION OF QUALIFYING DIAGNOSIS

The Health and Human Services Commission is providing the following guidance to healthcare providers and Breast and Cervical Cancer Services (BCCS) contractors to facilitate their determination of qualifying diagnoses for Medicaid for Breast and Cervical Cancer (MBCC). Analysis of all biopsies must be performed by a US CLIA certified laboratory.

Cervical Cancer Qualifying Diagnoses

Qualifying pre-cancerous cervical diagnoses must be biopsy-confirmed*:
- High-grade dysplasia (CIN III/severe dysplasia)
- Carcinoma or adenocarcinoma in situ

Qualifying malignancies of the cervix must be biopsy-confirmed*:
- Squamous cell carcinoma
- Invasive endocervical adenocarcinoma
- Invasive cervical cancer
- Malignant neoplasia
- Sarcoma
- Adenoid cystic carcinoma

*Cervical biopsy or endocervical sampling of CIN III, severe dysplasia, carcinoma or adenocarcinoma in situ, or cervical malignancy qualifies as “biopsy confirmed”.

Breast Cancer Qualifying Diagnoses

A qualifying pre-cancerous breast diagnosis¹ is biopsy-confirmed:
- Ductal carcinoma in situ (DCIS)

Qualifying breast cancer diagnoses must be biopsy-confirmed.
On the pathology report, the diagnosis and/or the specimen description must include at least one of the following phrases: “breast cancer,” “breast carcinoma” or “breast malignancy”

Examples of the majority of breast cancer types:
1. Ductal Carcinomas:
   - Invasive
   - Inflammatory
   - Mucinous (colloid)
   - Scirrhous
   - Cribiform
2. Lobular Carcinoma¹:
   - Invasive
3. Nipple Carcinoma:
   - Paget’s disease
4. Other Carcinomas:
   - Carcinoma, NOS (not otherwise specified)
   - All Phyllodes tumors
   - Primary lymphoma
   - Apocrine
   - Carcinoma with endocrine differentiation

¹The diagnosis of lobular carcinoma in situ (LCIS) is not considered a qualifying pre-cancerous or breast cancer diagnosis for referral to MBCC.
Breast and Cervical Cancers:

A. For primary cancers, terms such as “compatible with” and “consistent with” do not qualify as definitive diagnoses. If the pathologist is certain the finding is breast or cervical cancer as described above, then it must be clearly stated in the final pathology report.

B. For metastatic or recurrent cancers, an unequivocal diagnosis of malignancy is required. However, since many metastatic or recurrent cancers may look the same, the primary does not need to be explicitly diagnosed when the applicant has a documented history of a primary breast or cervical cancer. Terms such as “compatible with” and “consistent with” a breast or cervical cancer are acceptable. For example, a diagnosis such as “metastatic adenocarcinoma consistent with the prior breast primary” would be acceptable.

C. According to National Comprehensive Cancer Network Guidelines (NCCN), inflammatory breast carcinomas (IBC) require a biopsy to evaluate the presence of cancer in breast tissue and dermal lymphatics; a diagnosis of IBC is based on clinical findings. Dermal lymphatic involvement is neither required for, nor sufficient by itself to assign a diagnosis of IBC; therefore a diagnosis of IBC is based on clinical findings. Pathology reports using terms such as “compatible with” and “consistent with” in addition to documentation which supports a clinical diagnosis of IBC should be submitted for review.
# TABLE OF CONTENTS

**ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS** ........................................... 4  
1.1 Definitions ......................................................................................................................... 4  
1.2 Interpretive Provisions ....................................................................................................... 5  

**ARTICLE II Payment Methods and Restrictions** .............................................................. 6  
2.1 Payment Methods .............................................................................................................. 6  
2.2 Final Billing Submission ................................................................................................... 6  
2.3 Financial Status Reports (FSRs) ....................................................................................... 7  
2.4 Debt to State and Corporate Status ................................................................................... 7  
2.5 Application of Payment Due ............................................................................................. 7  
2.6 Use of Funds ..................................................................................................................... 7  
2.7 Use for Match Prohibited .................................................................................................. 7  
2.8 Program Income ................................................................................................................ 7  
2.9 Nonsupplanting ................................................................................................................. 8  

**ARTICLE III. STATE AND FEDERAL FUNDING** ............................................................... 8  
3.1 Funding ............................................................................................................................. 8  
3.2 No debt Against the State ............................................................................................... 8  
3.3 Debt to State ...................................................................................................................... 8  
3.4 Recapture of Funds ........................................................................................................... 8  

**ARTICLE IV Allowable Costs and Audit Requirements** .................................................... 9  
4.1 Allowable Costs ............................................................................................................... 9  
4.2 Independent Single or Program-Specific Audit .............................................................. 10  
4.3 Submission of Audit ........................................................................................................ 10  

**Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS** ............................. 10  
5.1 General Affirmations ...................................................................................................... 10  
5.2 Federal Assurances ......................................................................................................... 10  
5.3 Federal Certifications ........................................................................................................ 10  

**ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY** ..................................... 11  
6.1 Ownership ....................................................................................................................... 11  
6.2 Intellectual Property ......................................................................................................... 11  

**ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE** .................................................. 11  
7.1 Books and Records .......................................................................................................... 11  
7.2 Access to records, books, and documents ....................................................................... 11
ARTICLE VII AUDIT, INSPECTION AND COMPLIANCE WITH FINDINGS ........ 12
7.3 Response/compliance with audit or inspection findings ......................... 12
7.4 SAO Audit .................................................................................................... 12
7.5 Confidentiality ............................................................................................. 12
7.6 Public Information Act .................................................................................. 12
ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION ........ 12
8.1 Contract Management ................................................................................... 12
8.2 Termination for Convenience ....................................................................... 13
8.3 Termination for Cause .................................................................................. 13
8.4 Equitable Settlement ..................................................................................... 13
ARTICLE IX MISCELLANEOUS PROVISIONS ........................................ 13
9.1 Amendment .................................................................................................. 13
9.2 Insurance ....................................................................................................... 13
9.3 Legal Obligations .......................................................................................... 14
9.4 Permitting and Licensure ............................................................................ 14
9.5 Indemnity ....................................................................................................... 14
9.6 Assignments .................................................................................................. 15
9.7 Relationship of the Parties .......................................................................... 15
9.8 Technical Guidance Letters ........................................................................ 15
9.9 Governing Law and Venue .......................................................................... 16
9.11 Survivability ................................................................................................ 16
9.12 Force Majeure ............................................................................................. 16
9.13 No Waiver of Provisions ........................................................................... 16
9.14 Publicity ........................................................................................................ 16
9.15 Prohibition on Non-compete Restrictions ................................................ 17
9.16 No Waiver of Sovereign Immunity ............................................................. 17
9.17 Entire Contract and Modification ................................................................. 17
9.18 Counterparts ............................................................................................... 17
9.19 Proper Authority ......................................................................................... 17
9.20 Employment Verification ............................................................................ 17
9.21 Civil Rights .................................................................................................. 17
ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 Definitions

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

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

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

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

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

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

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

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

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

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

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

“Intellectual Property” means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations
that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent
Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.

e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.

f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.

g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.

h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.

i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”

j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.1 Payment Methods

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

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;

b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or

c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

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

2.2 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following
the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.3 Financial Status Reports (FSRs)

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

2.4 Debt to State and Corporate Status

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

2.5 Application of Payment Due

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

2.6 Use of Funds

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

2.7 Use for Match Prohibited

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

2.8 Program Income

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

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 Funding

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

3.2 No debt Against the State

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

3.3 Debt to State

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

3.4 Recapture of Funds

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

4.1 Allowable Costs.

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

<table>
<thead>
<tr>
<th>Applicable Entity</th>
<th>Applicable Cost Principles</th>
<th>Audit Requirements</th>
<th>Administrative Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.</td>
<td>48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency</td>
<td>2 CFR Part 200, Subpart F and UGMS</td>
<td>2 CFR Part 200 and UGMS</td>
</tr>
</tbody>
</table>
OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 Independent Single or Program-Specific Audit

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

4.3 Submission of Audit

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

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 General Affirmations

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

5.2 Federal Assurances

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

5.3 Federal Certifications

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

6.1 Ownership

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

6.2 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.1 Books and Records

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

7.2 Access to records, books, and documents

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

7.3 Response/compliance with audit or inspection findings
a. Grantee must act to ensure its and its Subcontractor’s compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

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

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

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

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

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

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

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

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

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

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

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

ARTICLE IX MISCELLANEOUS PROVISIONS

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

9.2 Insurance
Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required.
under this Contract, including a schedule of coverage or underwriter’s schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

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

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

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

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

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR
d. Work under this Contract that infringes or misappropriates any right of any third person or entity based on copyright, patent, trade secret, or other intellectual property rights.

Grantee will coordinate its defense with the System Agency and its counsel. This paragraph is not intended to and will not be construed to require Grantee to indemnify or hold harmless the State or the System Agency for any claims or liabilities resulting solely from the gross negligence of the System Agency or its employees. The provisions of this section will survive termination of this Contract.

9.6 Assignments

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

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

9.7 Relationship of the Parties

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

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

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

9.8 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in
writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.9 Governing Law and Venue

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

9.10 Severability

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

9.11 Survivability

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

9.12 Force Majeure

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

9.13 No Waiver of Provisions

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

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject.
matter, including in any promotional or marketing materials, customer lists, or business presentations.

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

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

9.16 No Waiver of Sovereign Immunity
Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

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

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

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

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

9.21 Civil Rights
a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

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

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee’s civil rights policies and procedures.

f. Grantee must notify HHSC’s Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

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

ARTICLE I. Special Definitions ..................................................................................................1

ARTICLE II. Grantees Personnel and Subcontractors ..........................................................3

  2.01 Qualifications ..................................................................................................................3
  2.02 Conduct and Removal .......................................................................................................3

ARTICLE III. Confidentiality ...................................................................................................3

  3.01 Confidential System Information ........................................................................................3

ARTICLE IV. Miscellaneous Provisions ..................................................................................4

  4.01 Minor Administrative Changes ........................................................................................4
  4.02 Conflicts of Interest ..........................................................................................................4
  4.03 Flow Down Provisions .......................................................................................................4

ARTICLE V. DSHS Legacy Provisions ....................................................................................5

  5.01 Notice of Criminal Activity and Disciplinary Actions .........................................................5
  5.02 Notice of IRS or TWC Insolvency .......................................................................................5
  5.03 Telemedicine /Telepsychiatry Medical Services ................................................................5
  5.04 Services and Information for Persons with Limited English Proficiency .........................6
  5.05 Third Party Payors .............................................................................................................6
  5.06 HIV/AIDS Model Workplace Guidelines .........................................................................6
  5.07 Medical Records Retention ...............................................................................................7
  5.08 Notice of a License Action ..................................................................................................7
  5.09 Interim Extension Amendment ..........................................................................................7
  5.10 Grantee’s Certification of Meeting or Exceeding Tobacco-Free Workplace Policy
       Minimum Standards ..............................................................................................................7
HHSC SPECIAL CONDITIONS

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

SPECIAL DEFINITIONS

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

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

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

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

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

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

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 0 of these Special Conditions.

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

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

“Software” means all operating system and applications software used or created by Grantee to perform the work under the Contract.
“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

“UTC” means HHSC’s Uniform Terms and Conditions –Grantee- Version 2.14

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Article II. GRANTEES PERSONNEL

2.01. Qualifications

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

2.02. Conduct and Removal

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

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

ARTICLE III. CONFIDENTIALITY

3.01 Confidential System Information

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

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

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents’ failure to protect HHSC’s Confidential Information as required by this section.
IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, Grantee WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS’ FEES AND COSTS) CAUSED BY OR ARISING FROM Grantee OR Grantee AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. Grantee WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE IV. MISCELLANEOUS PROVISIONS

4.01 Minor Administrative Changes

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

4.02 Conflicts of Interest

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

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

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

4.03 Flow Down Provisions

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

5.01 Notice of Criminal Activity and Disciplinary Actions

Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has:

- Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
- Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

5.02 Notice of IRS or TWC Insolvency

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

5.03 Telemedicine/Telepsychiatry Medical Services

If Grantee or its subcontractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Grantee's written procedures. Grantee must use a protocol approved by Grantee's medical director and equipment that complies with the System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine service must include the following requirements:

a. Clinical oversight by Grantee’s medical director or designated physician responsible for medical leadership;
b. Contraindication considerations for telemedicine use;
c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g. Priority in scheduling the system for clinical care of individuals;
h. Quality oversight and monitoring of satisfaction of the individuals served; and
i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does
not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule § 448.911.

5.04 Services and Information for Persons with Limited English Proficiency

a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.

b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.

c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client’s confidentiality and the client is advised that a free interpreter is available.

5.05 Third Party Payors

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

As applicable, the Grantee shall:

a. Enroll as a provider in Children’s Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;

b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;

c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;

d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;

e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;

f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and

g. Provide third party billing functions at no cost to the client.

5.06 HIV/AIDS Model Workplace Guidelines

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health & Safety Code §§ 85.112-114.

5.07 Medical Records Retention

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

5.08 Notice of a License Action

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

a. Reason for such action;

b. Name and contact information of the local, state or federal department or agency or entity;

c. Date of the license action; and

d. License or case reference number.

5.09 Interim Extension Amendment

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

   1. Continue provision of services in response to a disaster declared by the governor; or
   2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.

d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.

e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.

f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

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

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

a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

b) Designating the property to which this Policy applies as a "designated area,” which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
c) Applying to all employees and visitors in this designated area; and

d) Providing for or referring its employees to tobacco use cessation services.

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