



TEXAS

Health and Human Services

Phil Wilson, Acting Executive Commissioner

**Request for Applications (RFA)
For
School-Based Health Center (SBHC) Program**

RFA No. HHS0006991

**Date of Release: April 21, 2020
Responses Due: May 26, 2020 by 2:00PM Central Time**

Class/Item Code:
948/47 Health Care Center Services
948/48 Health Care Services (Not Otherwise Classified)
952/15 Case Management

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ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The State of Texas, by and through the Health and Human Services Commission (HHSC or State), School-Based Health Centers (SBHCs) announces the expected availability of grant funds for State Fiscal Year (SFY) 2021 to partner with other community organizations and entities to achieve better health care and health for students.

For decades, leading educators have asserted that children are more likely to reach their full educational potential if they have attained optimum physical, dental, and mental health. SBHCs are not a new phenomenon in Texas. In the early 1970s, Dallas had one of the first SBHCs in the nation. Since then, these community-based, family-centered clinics have increased in number across the state. Today, SBHCs are an integral part of the schools where they exist, demonstrating the close relationship between quality physical and mental health care and academic success. They are an ideal venue in which to eliminate many barriers to health care for children and families, address the health problems that prevent or impair academic success, and achieve measurable improvements in the health status of children and families in Texas communities.

Research has clearly shown that making primary and Preventive Health Care available at school (with parental consent) is a solution to many of the problems or barriers that families may face relating to health care. A major focus of this Project, therefore, is to assure that each child in school has a medical provider who knows the health history of the child and is available to offer or arrange for health care whenever needed. For the child whose family has established a professional relationship with a medical provider, school-based health center personnel will communicate information to the medical provider. For the child who has no medical provider, the school-based health center will serve as the entry point to the health-care system. SBHC personnel will educate the family on Preventive Health Care and link families to social and healthcare services in the community. They will also provide guidance to families on how to access resources and health services in the community.

In addition, schools and community-health organizations will partner to facilitate the SBHC's activities and services by establishing and maintaining an advisory board whose members reflects the cultural and ethnic profile of the community served. The Local School Health Advisory Council (SHAC) is the link between the school and the community. For school districts and open enrollment charter schools without a SHAC, the board of trustees of a school district or governing body of an open enrollment charter school shall establish and appoint members to a local SHAC from a broad range of community sectors as required by Texas Education Code, Title 2, Chapter 28, § 28.004 and the Texas Administrative Code, Title 25, Part I, Chapter 37, Subchapter T, Rule §37.538. As it relates to SBHCs, the SHAC makes recommendations to the district or school on establishment of SBHCs and assists the district or school in ensuring that local community-values are reflected in the operation of each center in the provision of Health Education. In addition to the SHAC, the board of trustees of a school district or governing body of an open enrollment charter school may establish and appoint members to a local Health Education and health care advisory council (Council) as permitted by Texas Education Code, Title 2, Chapter 38 §38.058. As

such, this Council should coordinate with the SHAC to make any recommendations related to SBHCs.

Respondent will complete **Form C, Executive Summary** attached to this RFA. Respondents will provide a high-level overview with a broad understanding of the Respondent's approach to meeting the RFA's business requirements. The summary must demonstrate an understanding of the goals and objectives of this solicitation.

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

1.2 DEFINITIONS

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

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

Annual Health Risk Assessment means the annual Assessment by SBHC providers for children and adolescents to gauge potential environmental, social, emotional, and behavioral health threats to their wellbeing. As a result, SBHC providers should create opportunities to intervene early and organize a response for students who are at highest or immediate risk of harm. Example tools include Rapid Assessment for Adolescent Preventive Services (RAAPS) Screenings and the Ages & Stages Questionnaire®, Third Edition (ASQ-3). Also known as Health Risk Assessment, wellness profile, or health appraisal.

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

Client means a member of the target population to be served by the Respondent's organization. For the purposes of this grant, a Client is the population that is eligible to use the SBHC. Respondent may determine the target population as either the school district or one or more individual school campuses. The target population may also include siblings of students that use the SBHC and are under the age of 18, and community members under the age of 18.

Clinical Patient Education and Counseling means a planned, systematic, sequential, and logical process of teaching and learning provided to patients and Clients of the SBHC. It is also the continuous teaching and learning process involving the health care provider and the patient (and/or patient's family). The goals of clinical teaching and learning are based on the patient's assessment, evaluation, diagnosis, prognosis, and individual needs and requirements related to interventions. This includes anticipatory guidance and must be provided at each check-up.

Community Partner means a community organization or provider that works with the school-based health center to provide services to students and families. Examples of Community Partners include: specialists (such as cardiologists), dentists, mental health

providers, substance abuse programs and/or facilities, social service organizations that provide clothing and food to families, and the Supplemental Nutrition Assistance Program (SNAP).

“Comprehensive Primary And Preventive Health Care” means offering a variety of Primary Care (see definition) services through a coordinated approach while focusing on the whole child, considering the needs of the family, and with the goal of overall health and wellbeing. Linking to other professionals and additional resources is a major component of Comprehensive Primary and Preventive Health Care.

“Expanded Services” means providing services to additional students or subpopulations, or providing additional interventions for specific health conditions, such as asthma, diabetes or Obesity.

“Evidence-Based Practice” means application of the best available evidence gained from the scientific method to clinical decision making. It seeks to assess the strength of evidence of the risks and benefits of treatments (including lack of treatment) and diagnostic tests. Another way to describe Evidence-Based practice is that it is the integration of best research evidence with clinical expertise and client values.

“Evidence-Based Guidelines” means guiding principles for implementation of Evidence-Based medicine at the organizational or institutional level. This includes the production of guidelines, policies, and regulations.

“Health Education” means a teaching and learning process similar to patient education. It mostly concentrates on wellness, prevention, and health promotion. The basic focus of Health Education is to change and improve societal health behaviors. SBHCs should refer sub-populations to Evidence-Based Health Education programs.

“ESBD” means the Electronic State Business Daily, the electronic marketplace where State of Texas contract opportunities over \$25,000 are posted. The ESBD may currently be accessed at <http://www.txsmartbuy.com/sp>.

“HHS Grants Website” - The website where HHSC announces the availability of grant funds. The HHS Grants website may currently be accessed at: <https://apps.hhs.texas.gov/pcs/rfa.cfm>.

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

“Health Professional Shortage Area” means (as defined by the United States Health and Human Services) any of the following which is determined to have a shortage of Health Professional(s):

1. An urban or rural area (which need not conform to the geographic boundaries of a political subdivision and which is a rational area for the delivery of health services);
2. A population group; or
3. A public or nonprofit private medical facility.

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

“[Local School Health Advisory Council](#)” or “[SHAC](#)” means (as defined in the Texas Administrative Code, Title 25, Part I, Chapter 37, Subchapter T, Rule §37.532) persons appointed by the board of trustees of a school district or governing body of an open-enrollment charter school to make recommendations concerning the establishment and operation of a SBHCs and to assist the district or school in ensuring that local community values are reflected in the operation of each center.

“[Low Property Wealth Per Student](#)” means (as defined by the Texas Education Agency) the total taxable property value divided by the total number of students and is used as an indicator of a district’s ability to raise local funds on a per pupil basis.

“[Medically Underserved Area](#)” or “[MUAs](#)” means (as defined by the United States Department of Health and Human Services) a shortage of Primary Care health services for residents within a geographic area, such as: a whole county; a group of neighboring counties; a group of urban census tracts; or a group of county or civil divisions.

“[Medically Underserved Populations](#)” or “[MUPs](#)” means (as defined by the United States Department of Health and Human Services) specific sub-groups of people living in a defined geographic area with a shortage of Primary Care health services. These groups may face economic, cultural, or linguistic barriers to health care. Examples include, but are not limited to, those who are: homeless; low-income; Medicaid-eligible; Native American; or migrant farmworkers.

“[Memorandum Of Understanding](#)” or “[MOU](#)” means a document that defines the agreed upon roles and responsibilities between parties. The MOU serves as the operating agreement between the school district and partnering agency(ies) and organization(s) to provide Comprehensive Primary and Preventive Health services and, if applicable, Expanded Services through a school-based health center. There may be multiple MOUs under this RFA.

“[Mid-Level Provider/Practitioner](#)” means an individual practitioner, other than a physician, dentist, veterinarian, or podiatrist, who is licensed, registered or otherwise permitted by the United States or the jurisdiction in which he/she practices, to prescribe medications in the course of professional practice. Examples include: nurse practitioners, nurse midwives, nurse anesthetists, clinical nurse specialists and physicians’ assistants.

“[Obesity](#)” Or “[Obese](#)” means (as defined by the Centers for Disease Control and Prevention) a Body Mass Index (BMI) at or above the 95th percentile for children and teens of the same age and sex.

“[Overweight](#)” means (as defined by the Centers for Disease Control and Prevention) a BMI at or above the 85th percentile and lower than the 95th percentile for children and teens of the same age and sex.

“[Preventive Health Care](#)” means (as defined in Texas Administrative Code, Title 25, Part 1, Chapter 37, Subchapter T, §Rule 37.538: [https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=37&rl=538](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=37&rl=538) services provided for early detection of disease or disease prevention. Examples include: immunizations, routine physical exams (including check-ups in accordance with Texas Health Steps), screenings, Clinical Patient Education and Counseling, and sports physicals.

“[Primary Care](#)” means (as defined in [Texas Primary Health Care Services Act, § 31.002\(4\)](#)) the inclusion of diagnosis and treatment; emergency medical services; preventive health services (including immunizations); Health Education; laboratory, x-rays, nuclear medicine, or other appropriate diagnostic services; nutrition services; health screening; home health care; dental care; transportation; prescription drugs and devices and durable supplies; environmental health services; podiatry services; and social services.

“[Project](#)” means specific eligible activities of the Grantee that are supported by funds provided under this Contract.

“[Reproductive Health](#)” and/or “[Family Planning](#)” means family planning services as defined by the Texas Administrative Code, Title 1, Part 15, Chapter 382, Subchapter B, §382.105.

“[Respondent](#)” means the entity responding to this Solicitation. May also be referred to as “Applicant.”

“[Rural Area](#)” means a county that has a population less than 50,000 or an area that has been designated under state or federal law as: (A) a Health Professional Shortage Area; (B) a Medically Underserved Area; or (C) a Medically Underserved Community.

“[School-Based Health Center](#)” or “[SBHC](#)” means an entity established by a school district or by Community Partners in conjunction with a school district or districts at one or more campuses within the district to deliver primary and preventative health care programs and services for students and their families and prevent emerging health threats that are specific to the district.

“[Screening \(For Health Issues\)](#)” means strategies used to detect a disease or condition in individuals without signs or symptoms of that disease or condition.

“[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.

“[Solicitation](#)” means this Request for Applications including any Exhibits and Addenda, if any.

“[State](#)” means the State of Texas and its instrumentalities, including HHSC, the System Agency and any other state agency, its officers, employees, or authorized agents.

“[Sub-Population](#)” means a group of students enrolled in the SBHC that has been identified with up to two of the following health conditions: asthma, diabetes, mental health conditions, Overweight/Obesity, or students with oral health needs. This group of students must be tracked over the period of the grant, receive services using Evidence-Based practices and interventions, and have measurable clinical and educational outcomes reported.

“[Successful Respondent](#)” means an organization that receives a grant award as a result of this RFA. May also be referred to as “Grantee”, “Awarded Applicant”, “Subrecipient” or “Grant Recipient”.

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

1.3 AUTHORITY

The Department of State Health Services School-Based Health Center (SBHC) Program is requesting applications under Texas Health and Safety Code, Chapter 32; Texas Education Code, Chapter 38, §§ 38.0095, 38.012 and 38.051-38.064 and DSHS Program Rules, Title 25 Texas Administrative Code Part 1, Chapter 37, Subchapter T, Rule §§37.531-37.538.

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ARTICLE II. SCOPE OF GRANT AWARD

2.1 PROGRAM BACKGROUND

The State of Texas, by and through the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS), is soliciting applications from existing SBHCs for Maternal and Child Health Block Grant funds to deliver Comprehensive Primary and Preventive Health Care services to a school-age population that has limited access to health care. The HHSC/DSHS intends this RFA to expand Comprehensive Primary and Preventive Services in existing SBHCs and to focus on 30 targeted students in each SBHC (sub-population) with up to two of the five listed health conditions:

- A. Asthma;
- B. Oral Health;
- C. Diabetes;
- D. Mental Health; and
- E. Overweight/Obesity.

Expanded Services shall include screening, diagnosis, treatment, an educational component, and case-management services for at-risk students. Projects, in accordance with the specifications contained in this RFA, must provide services using Evidence-Based or best and promising practices and interventions. In addition, Projects must report Clinical and Educational Process and outcome measures on the Sub-population found in **Form G, Performance Measures**. If Grantees choose two health conditions, they must track a minimum of 15 students with the same health condition.

For example, a Grantee chooses Asthma and Mental Health to track. The Asthma Sub-population must include a minimum of 15 students and the Mental Health Sub-Population must include a minimum of 15 students. Both Sub-populations should total to a minimum of 30 students.

2.2 GRANT AWARD AND TERM

2.2.1 Available Funding

The total amount of Federal funding available for the DSHS SBHC Grant Program is **\$500,000 dollars** and it is DSHS' intention to make multiple awards. Each award will be a maximum value of \$125,000. The specific dollar amount awarded to each successful respondent depends upon the merit and scope of the proposal and other considerations. Final-funding decisions are at the sole discretion of DSHS.

Successful Respondents who receive a grant award from DSHS must provide a 10% match. Match can be cash and/or the fair valuation of third party in-kind match. Matching funds may be obtained from any non-state or non-federal source available to the district, local health department, hospital, health-care system, university, or nonprofit organization, including in-kind contributions, community or foundation grants, individual contributions, and local governmental agency operating funds. Prior approval must be granted for any state funds utilized as cash match. Cash or in-kind match using federal funds is not allowed.

Grants awarded as a result of this RFA will be funded on a cost reimbursement basis and only to the extent that matching funds have been certified by the grant recipient equivalent to at least 10% of the DSHS share of funding of actual expenditures. Under the cost reimbursement method of funding, grant recipients are required to finance operations with their own working capital with grant payments made by DSHS to reimburse the grant recipients for actual, allowable, and allocable Project costs to be supported by adequate documentation.

2.2.2 Grant Term

It is anticipated that the grant-funding period for this program will begin September 1, 2020 through August 31, 2021. The contract may be renewed for an additional four (4) 12-month periods based on availability of federal funds and the satisfactory performance of the Grantee. Funding may vary and is subject to change if renewed based on availability of SBHC grant funds.

2.3 ELIGIBLE APPLICANTS

Eligible respondents include school districts or local-health departments, hospitals, health-care systems, universities, or nonprofit organizations that have contracted with school districts to establish and operate school-based health centers. All respondents must comply with the criteria listed below under this RFA at the time the proposal is submitted and throughout the grant term(s).

- A. Respondent must be established as an appropriate legal entity as described in the paragraph above, under state statutes, and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the RFA.
- B. Respondent must have a Texas address. A post office box may be used when the proposal is submitted, but the respondent must conduct business at a physical location in the Texas region where services are to be provided prior to the date that the contract is awarded.
- C. Respondent must be in good standing with the U.S. Internal Revenue Service.
- D. Respondent is not eligible to apply for funds under this RFA if currently debarred, suspended, or otherwise excluded or ineligible for participation in federal or state assistance programs.
- E. Respondent's staff members, including the executive director, must not serve as voting members on their employer's governing board.
- F. In compliance with Comptroller of Public Accounts, a name search will be conducted using the websites listed in this section prior to the development of a contract and is not considered eligible to contract with HHSC, regardless of the funding source, if a name match is found on any of the following lists:
 - (1) The General Services Administration's (GSA) System for Award Management (SAM) for parties excluded from receiving federal contracts, certain subcontracts and from certain types of federal financial and non-financial assistance and benefits. <https://www.sam.gov/SAM/>. When opening this link, please use the Google Chrome web browser.

- (2) The Office of Inspector General (OIG) List of Excluded Individuals/Entities Search can be located at: <https://oig.hhsc.state.tx.us/oigportal2/Exclusions>;
 - (3) Texas Comptroller of Public Accounts (CPA) Debarment List can be located at <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>. When opening this link, please use the Google Chrome web browser.
 - (4) Prior to award, the purchaser must check the divestment lists in accordance with the Texas Government Code for [Iran, Sudan, and Foreign Terrorist Organizational Check, and those companies which Boycott Israel](#).
 - (5) Taxable Entity Search, located at [Texas Comptroller Public Accounts \(CPA\) Franchise Tax Check](#).
- G. Nonprofits organizations that offer reproductive services, contraceptive services, counseling, or referrals and/or are affiliated with or licensed under Chapter 245, Health and Safety Code are not eligible applicants under this RFA.

Respondent must continue to meet the eligibility conditions throughout the selection and funding process. HHSC expressly reserves the right to review and analyze the documentation submitted, and to request additional documentation and determine the respondent's eligibility to compete for the contract award.

Respondent must complete **Form D, Respondent Background**, by providing an organizational overview and background including the legal name of the respondent and affiliations. Include the overall purpose and/or mission statement and a brief history of its accomplishments, including statistics and examples. Describe the organizational structure, such as board of directors, officers, advisory councils, or committees. Include a listing of any previous school health related funding from DSHS. Include an organizational chart of executive management and agency branches, divisions or sections that show clear lines of authority and supervision for SBHC personnel. The organizational overview cannot exceed two single-sided pages, including the organization chart. Respondent must provide a key staffing profile and resumes for staff that will be responsible for the performance of the services requested under this Solicitation.

All respondents must substantiate existence of active support from partner agencies or organizations through Letters of Commitment (Article X, Form L: Letters of Commitment from Proposed Partners). Respondents must substantiate existence of active support from partner agencies

2.4 PROGRAM REQUIREMENTS

To meet the mission and objectives of the SBHC Program, Respondents must identify in **Form E, Needs Assessment Narrative**:

Describe your community using Needs Assessment data by completing **Form E, Needs Assessment Narrative**. Examples of Assessment data can include county health data, hospital data, socioeconomic data, and information gathered from focus groups. Describe the Needs Assessment activities associated with the services planned in this proposal, including information on the Sub-populations. Respondent is encouraged to use these data

sources in answering questions for this section. The Needs Assessment narrative cannot exceed five single-sided pages.

2.4.1 Core Program Requirements

- A. Have operated a SBHC for at least three (3) years providing Comprehensive Primary and Preventive Health Care services to a school-aged population;
- B. Have a SBHC enrollment of at least forty percent (40%) of the applicant-identified targeted population;
- C. Demonstrate a need to expand services to serve more students, provide services to a specific population, or provide an intervention for a specific disease or condition, such as asthma and/or Obesity;
- D. Demonstrate a history of providing Comprehensive Primary and Preventive Health Care services to a school-age population focusing on the uninsured and underinsured school population;
- E. Demonstrate a strong relationship with the school administration, school personnel, and Community Partners; and
- F. Demonstrate a strong relationship with families, Community Partners, and local health care providers.

2.4.2 Core Services

- A. Maintain a health record and treatment plan for all patients;
- B. Coordinate clinical treatment with the patient's primary physician (medical home) or identify a primary physician for the patient. The SBHC may serve as the medical home for the patient if one cannot be identified in the community;
- C. Provide onsite routine case management of chronic conditions. Services should be provided in consultation with the patient's specialty and/or Primary Care provider, as appropriate;
- D. Utilize appropriate triage and referral mechanisms for medical emergencies;
- E. Diagnose and treat minor illnesses and injuries;
- F. Provide immunizations to all children within the partnering school's attendance zone;
- G. Provide preventive health services; including: Texas Health Steps; routine physicals; health screenings; and sports physicals;
- H. Provide dental screenings and referral for services not provided on-site;
- I. Provide mental health screenings and referral for counseling and treatment services not provided onsite;
- J. Provide basic laboratory services (onsite or by subcontract to a qualified laboratory);
- K. Dispense medications or provide vouchers to be utilized by the student or family;
- L. Provide Clinical Patient Education and Counseling;
- M. Provide Health Education for enrolled students, their families, school staff, and health-center staff. Also, where possible, the SBHC supports the

provision of comprehensive Health Education/promotion outside of the clinical setting in coordination with classroom instruction. Services should include:

- (1) one-on-one patient education;
 - (2) group/targeted education at the SBHC;
 - (3) family and community Health Education;
 - (4) Health Education for school and SBHC staff; and
 - (5) support for comprehensive Health Education in the classroom, in areas such as (but not limited to):
 - (a) physical and emotional wellness skills;
 - (b) safety injury prevention (intentional and unintentional);
 - (c) nutrition and fitness;
 - (d) substance use prevention/cessation;
 - (e) chronic disease prevention; and
 - (f) oral health.
- E. Provide assistance to uninsured, low income families to obtain insurance through Medicaid or Children’s Health Insurance Program (CHIP);
- F. Bill third party payers, including Medicaid and CHIP as a requirement of the grant;
- G. Collaborate with the school district, the individual school campus, and families to promote the provision of services at the SBHC. This includes the involvement in the Local School Health Advisory Council (SHAC), collaboration with school personnel in population-level, district-and school-wide health and wellness initiatives (including marketing and outreach activities for the SBHC), and seeking the active participation from a school representative in the SBHC quality assurance/quality improvement process;
- H. Establish and/or sustain an advisory board whose membership reflects the cultural and ethnic profile of the community served to assist the SBHC in planning and assuring that the services provided meet the health needs of the students. Per Texas Education Code, Title 2, Chapter 28, § 28.004 and the Texas Administrative Code, Title 25, Part 1, Chapter 37, Subchapter T, Rule §37.538, the Local School Health Advisory Council (SHAC) serves this purpose and links the school and community together. As it relates to SBHCs, the SHAC can make recommendations to the district or school on the establishment of SBHCs and assists in ensuring that local community values are reflected in the operation of each center and in the provision of Health Education, including population-level, district-and school-wide health and wellness initiatives. In addition to the SHAC, the board of trustees of a school district or governing body of an open-enrollment charter school may establish and appoint members to local Health Education and health care advisory council (Council) as permitted by Texas Education Code, Title 2, Chapter 38, §38.058. As such, this Council should coordinate with the SHAC to make any recommendations related to SBHCs;
- I. Collaborate with families, organizations, and Community Partners to coordinate and provide for the delivery of comprehensive health services,

wellness promotion, and disease prevention of health problems specific to the district.

2.4.3 Sub-Population Activities

Identify Sub-population(s) focusing on up to two of the following chronic-health conditions: asthma, oral-health needs, diabetes, mental-health conditions, or overweight and obesity. A minimum of 30 students must be tracked during the grant period. If Applicants choose two health conditions, they must track a minimum of 15 students with the same health condition.

- A. For example, an Applicant chooses Asthma and Mental Health as the two health conditions to track for their Subpopulation activities. The Asthma Sub-population must include a minimum of 15 students and the Mental Health Sub-Population must include a minimum of 15 students. Both Sub-populations should total to a minimum of 30 students;
- B. Track students within the Sub-population(s), provide services to the Sub-population(s) using Evidence-Based practices and interventions, and report Clinical and Educational Process and outcome measures on all tracked students; and
- C. Services for the Sub-population(s) needs to include a clinical component, a student-education component, a family-education component, case-management activities (including referrals to community providers) and follow-up care.

2.4.4 General Grant Activities

- A. Provide a comprehensive range of primary and preventive health services at a site on a school campus to meet the needs of children who have limited access to healthcare. Respondent will provide linkages with other health providers who can provide care or services that are not provided by Respondent (i.e., acute or complex problems or after-hours). Respondent will participate in a statewide-data collection for evaluation of the effectiveness of school-health services;
- B. Comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Contract unless amended, including, but not limited to:
 - (1) Texas Health and Safety Code, Chapter 32;
 - (2) Texas Education Code, Chapter 38, §§ 38.0095, 38.012 and 38.051-38.064, and
 - (3) DSHS Program Rules, Title 25 Texas Administrative Code Part 1, Chapter 37, Subchapter T, Rule §§37.531-37.538.
- C. Inform DSHS Program, in writing, if it will not continue performance under this Contract in compliance with the amended standard(s) or guideline(s) within thirty (30) days of receipt of an amended standard(s) or guideline(s);

- D. Perform all activities in accordance with this RFA, including performance measures, objectives, work plan, and detailed budget as approved by DSHS Program;
Services shall include the following:
- (1) On-site provision of immunization services;
 - (2) Health history and health record;
 - (3) Physical examinations;
 - (4) Well-child exams, including Texas Health Steps checkups;
 - (5) Diagnosis and treatment of minor illnesses and injuries;
 - (6) Referral and case management of chronic illnesses;
 - (7) Mental health screenings and referrals for counseling and treatment;
 - (8) Dental screening and referral for services;
 - (9) Basic laboratory services (on-site or by subcontract);
 - (10) Health Education; and
 - (11) Population-level, school-wide health and wellness initiatives.
- E. Expanded Services as outlined in Section 2.4 of this RFA
- F. Optional services may include the following:
- (1) Women, Infants & Children (WIC) services;
 - (2) Well-child care for children of students; and
 - (3) Substance abuse treatment.
- G. Not use funds awarded for this Project for the following purposes:
- (1) Reproductive services, counseling, or referrals;
 - (2) Supplanting existing funding or services to provide service already accessible to the school population.
- H. Refer Clients by directing them to a specific health-care provider. Providing the Client with a comprehensive list of community resources and services does NOT constitute a referral;
- I. Provide matching funds not less than 10% of the DSHS share of the contract amount. Documentation of match, including methods and sources, must be included in the budget, and Respondent must follow procedures for generally accepted accounting practices as well as meet audit requirements;
- J. Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial FTEs and temporary staff;
- K. Develop and conduct Client satisfaction surveys. All surveys are subject to review and approval by DSHS School Health Program Staff and will be developed in the first year of the grant;
- L. Attend the following Required Meetings and Telephone Conferences:
- (1) School-Based Health Centers (SBHC) Contractors Meeting in Austin, Texas. Two representatives must attend, and one must be from the school district.
 - (2) SBHC Grantees Conference Calls – dates to be determined.

- M. Submit within 60 days of contract execution, policies demonstrating adherence to Title V eligibility requirements and compliance with Texas Education Code, Chapter 38, §38.055 and Texas Administrative Code §37.538; and
- N. Submit the following required data and narrative reports as directed by DSHS in a format specified by DSHS:
 - (1) Annual Narrative report. The report shall include but not limited to the following:
 - (a) Narrative description of goals accomplished;
 - (b) Numbers of students served;
 - (c) Summary and outcomes of performance measures;
 - (d) Results from Client satisfaction surveys;
 - (e) Available statistics related to academic success;
 - (f) Project successes/challenges;
 - (g) At a minimum, one story from consumers describing the impact of the SBHC, and;
 - (h) A plan for sustaining the center after the final year of grant funding.
 - (2) Subpopulation data in real time (at minimum once a month) via an online reporting system designated by DSHS.
 - (3) Aggregate SBHC visit data monthly via an online reporting system designated by the DSHS.

2.4.5 Matching Fund Requirements

Matching funds may be provided through local philanthropic, private, or city or county funds, pooled or braided funds from partner organizations, donated resources, or in-kind contributions committed specifically for the proposed Project. state or federal funds may not be used as match.

Respondents are not required to certify matching funds as part of the application process. However, state awards must ultimately be matched on at least a dollar for dollar basis by the grant recipient and no state funding will be released prior to an equivalent amount of match certified by the grantee to HHSC. **Preference may be given to Respondents who certify higher levels of the required match as part of their application (e.g., an applicant who certifies 90% of the required match may receive preference over an applicant who certifies 10% of the required match).**

The value of donated materials, professional services, and volunteer time is to be calculated in accordance with Uniform Grant Management Standards, Section 24, Subpart C, of UGMS. To certify matching funds in the proposal in attached **Form O, Budget**, Respondents must provide:

- A. For cash contributions:
 - (1) a letter from the donor to the Respondent demonstrating the donor's intent to meet the Respondent's match; a written resolution or consent from the Respondent's governing board or senior official that the donation obtained by the Respondent will meet the Respondent's match; **or** the donor's notation on a check reflecting the purpose of the donation; **and**
 - (2) Copies of cancelled-donor checks or bank statement showing the transfer of funds by wire or receipt of credit-card payments.
- B. For donated or discounted materials or services:
 - (1) a commitment of resources and their retail value described on the donor's letterhead.
- C. For donated professional services:
 - (1) a commitment of resources and their retail value described on the donor's letterhead.
- D. For volunteer labor:
 - (1) a signed letter of commitment from the Respondent's governing board or senior official outlining the number of volunteers, the number of volunteer hours, volunteer-activity description, and the rate at which volunteer labor will be valued.
 - (2) Volunteer labor to be provided to a Respondent by individuals will be valued at rates consistent with those ordinarily paid for similar work in the Respondent's organization.
 - (3) If the Respondent does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market.

2.4.6 Expenditure Proposal

Utilizing **Form O, Budget**, Respondents must:

- A. Demonstrate Project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements; and
- B. Identify costs to be requested from HHSC and costs to be matched.

2.5 PROGRAM ATTACHMENTS

To be awarded a contract as a result of this RFA, a Respondent must complete all forms attached in Article X, and complete all Exhibits and Form O.

2.6 PERFORMANCE MEASURES

DSHS will monitor the performance of contracts awarded under this RFA. All services and deliverables under the contract shall be provided at an acceptable-quality level and in a manner consistent with acceptable-industry standard, custom, and practice. Please note that successful Applicants will be given the opportunity during contract negotiations to revise performance measures.

Respondent must address the required Performance Measures outlined in **Form G, Performance Measures**. The performance measures cannot exceed 10 single-sided pages. Performance will be measured based upon:

- A. Core Performance Measure 1: Number of Primary Care visits, Texas Health Steps checkup visits, and other preventive visits (includes immunizations visits, Clinical Patient Education and Counseling, and sports physicals) for all SBHC users;
- B. Core Performance Measure 2 (unduplicated): Number of screenings conducted to identify students who have chronic conditions or are at risk of developing them (for all SBHC users);
- C. Core Performance Measure 3: Contractor shall increase SBHC enrollment by a specified percent;
- D. Core Performance Measure 4: Contractor shall conduct at least one classroombased health promotion activity;
- E. Core Performance Measure 5: Contractor shall conduct at least one schoolwide health promotion activity;
- F. Sub-population and Chronic Condition(s) Performance Measure 6: Number of visits and Annual Health Risk Assessments for the selected sub-population(s); and
- G. Sub-population and Chronic Condition(s) Performance Measure 7-12: Track students within the Sub-population(s), provide services to the Sub-population(s) using Evidence-Based practices and interventions, and report Clinical and Educational process and outcome measures as indicated for all tracked students, as outlined in Form G and H of this Application.

2.7 PROHIBITIONS

Grant funds may not be used to support the following services, activities, and costs:

- A. Reproductive services, contraceptive services, counseling, or referrals, or any other services that require a license under Chapter [245](#), Health and Safety Code, or that is affiliated with a nonprofit organization that is licensed under Chapter [245](#), Health and Safety Code;
- B. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- C. Lobbying;
- D. Vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol);
- E. Weapons, ammunition, tracked armored vehicles, or explosives (exceptions may be granted when explosives are used for bomb squad training);
- F. Admission fees or tickets to any amusement park, recreational activity or sporting event;
- G. Promotional gifts;
- H. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
- I. Membership dues for individuals;

- J. Any expense or service that is readily available at no cost to the grant Project;
- K. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- L. Fundraising;
- M. Statewide Projects;
- N. Any other prohibition imposed by federal, state, or local law; and
- O. The acquisition or construction of facilities.

2.8 STANDARDS

Grantees must comply with the requirements applicable to this funding source cited in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); the Uniform Grant Management Standards (UGMS) available at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>, and all statutes, requirements, and guidelines applicable to this funding.

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

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

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

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

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

Grantees are required to conduct Project activities in accordance with the most recent “DSHS Standards for Public Health Clinic Services,” as well as program standards and/or requirements as indicated in this RFA.

Grantees may obtain a copy of the most recent “[DSHS Standards for Public Health Clinic Services](#)” which is posted on the DSHS.

2.9 NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

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

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

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

2.10 DATA USE AGREEMENT

To receive funds under a contract resulting from this RFA, Respondent agrees to be bound by the terms of the Data Use Agreement (DUA) attached as **Exhibit H Data Use Agreement** and **Exhibit H-1 Data Use Agreement for Governmental Entity – H.2 Attachment 2, Security and Privacy Inquiry Form**.

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ARTICLE III. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	April 21, 2020
Deadline for Submitting Questions	April 28, 2020, by 2:00PM
Answers to Questions Posted	May 5, 2020
Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the deadline.]	May 26, 2020 by 2:00PM
Anticipated Notice of Award	August 10, 2020
Anticipated Contract Start Date	September 1, 2020

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

3.2 CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION

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

3.3 IRREGULARITIES

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Sole Point of Contact listed in **Section 3.3.1** as soon as possible so corrective Addenda may be furnished to prospective Respondents.

3.4 INQUIRIES

3.4.1 Sole Point of Contact

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

Name: Amy Pearson
Title: PCS Grants Specialist
Email: amy.pearson@hhsc.state.tx.us
Address: 1100 West 49th Street, MC 2020, Austin, TX 78756

3.4.2 Prohibited Communications

All communications between Respondents and other System Agency staff members concerning the Solicitation may not be relied upon and responded should send all questions or other communications to the point-of contact. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

3.4.3 Questions

The System Agency will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First class mail or email to the Point of Contact listed in **Section 3.3.1** above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

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

Note: Questions or other written requests for clarification must be received by the Sole Point of Contact by the deadline set forth in Section 3.1, Schedule of Events, above. However, the System Agency, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide entity name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

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3.4.4 Clarification request made by Respondent

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

3.4.5 Responses

Responses to questions or other written requests for clarification will be posted on the [HHSC Grants](#), and [eGrants](#) websites. HHSC reserves the right to amend answers prior to the deadline of Application submissions. Amended answers will be posted on the [HHSC Grants](#), and [eGrants](#) websites. It is Applicant's responsibility to check the websites or contact the Point of Contact for updated responses. HHSC also reserves the right to provide a single consolidated response of all similar questions in any manner at the System Agency's sole discretion.

3.5 SOLICITATION RESPONSE COMPOSITION

All Applications must be:

- A. Clearly legible;
- B. Sequentially page-numbered and include the respondents name at the top of each page;
- C. Organized in the sequence outlined in **Article IX** - Submission Checklist;
- D. In Arial or Times New Roman font, size 12 or larger for normal text, no less than size 10 for tables, graphs, and appendices;
- E. Blank forms provided in the Attachments must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;
- F. Correctly identified with the RFA number and submittal deadline;
- G. Responsive to all RFA requirements; and
- H. Signed by an authorized official in each place a signature is needed (copies must be signed but need not bear an original signature).

3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.6.1 Deadline

Solicitation Responses must be received at the address in **Section 3.4.1** and time-stamped by the HHSC no later than the date and time specified in **Section 3.1**.

3.6.2 Labeling

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

<u>SOLICITATION NO.:</u>	HHS0006991
<u>SOLICITATION NAME:</u>	School-Based Health Center Program
<u>SOLICITATION RESPONSE DEADLINE:</u>	May 26, 2020 by 2:00 PM
<u>PURCHASER:</u>	Amy Pearson

HHSC will not be held responsible for any Solicitation Response that is mishandled prior to receipt by the HHSC. It is Respondent's responsibility to mark appropriately and deliver the Solicitation Response to HHSC by the specified date and time. The System Agency will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent's application.

3.6.3 Delivery

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

Respondent shall submit the following on two USB drives – One (1) labeled “Original” and One (1) labeled “Copy”- to the mailing address identified in this section:

- a. Each USB must contain one file named “Original Proposal” that contains the Respondent's entire proposal in searchable portable document format (PDF).
- b. In accordance with **Section 8.1.3**, one file named “Public Information Copy” that contains the Respondent's entire proposal in searchable PDF, if applicable.

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

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

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

3.6.4 Alterations, Modifications, and Withdrawals

Prior to the Solicitation submission deadline, a Respondent may:

- A.** Withdraw its Solicitation Response by submitting a written request to the Sole Point of Contact identified in **Section 3.4.1**; or
- B.** Modify its Solicitation Response by submitting a written amendment to the Sole Point of Contact identified in **Section 3.4.1**. HHSC may request Solicitation Response Modifications at any time.

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ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1 **GENERALLY**

Those Respondents making it through the initial review process will be invited to submit additional information and to participate in a negotiation process which will determine final selection. The specific dollar amount awarded to each successful Respondent will depend upon the merit and scope of the application and negotiations. Funded amounts may differ from those requested. Not all Respondents who are deemed eligible to receive funds are assured of receiving an award.

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

4.2 **ELIGIBILITY SCREENING**

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

4.3 **EVALUATION**

Applications will be evaluated and scored in accordance with the factors required by [Texas Education Code, Chapter 38, Section 38.063](#), [Texas Administrative Code, Title 25, Part 1, Chapter 37, Subchapter T, Rule §37.531-37.538](#), and other factors deemed relevant by HHSC.

4.3.1 **Specific Selection Criteria**

Grant applications shall be evaluated based upon the criteria listed below and found in **Exhibit G, Evaluation Tool**:

- a. Respondent Background 10%
- b. Assessment Narrative 10%
- c. Performance Measures 21%
- d. Work Plan 49%
- e. Budget, 10%

4.4 **FINAL SELECTION**

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

HHSC will make all final funding decisions based on eligibility, geographic distribution across the state, state priorities, reasonableness, availability of funding, and cost-effectiveness.

4.5 NEGOTIATION AND AWARD

The specific dollar amount awarded to each successful Applicant will depend upon the merit and scope of the Application, the recommendation of the Selection Committee, and the decision of the Executive Commissioner. Not all Applicants who are deemed eligible to receive funds are assured of receiving an award.

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

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

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

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

Any exceptions to the requirements, terms, conditions, or certifications in the RFA or attachments, Addendums, or revisions to the RFA or General Provisions, sought by the Applicant must be specifically detailed in writing by the Applicant on Exhibit C: Exception Form in this proposal and submitted to HHSC for consideration. HHSC will accept or reject each proposed exception. HHSC will not consider exceptions submitted separately from the Applicant's proposal or at a later date.

HHSC will post to the [HHS Grants Website](#) and may publicly announce Applicants whose Applications are selected for award. This posting does not constitute HHSC's agreement with all the terms of any Applicant's proposal and does not bind HHSC to enter into a contract with any Applicant whose award is posted.

4.6 QUESTIONS OR REQUESTS FOR CLARIFICATION BY THE SYSTEM AGENCY

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

ARTICLE V. NARRATIVE PROPOSAL

5.1 NARRATIVE PROPOSAL

5.1.1 Executive Summary

Respondent will complete **Form C, Executive Summary** attached to this RFA. Provide a high-level overview with a broad understanding of the RFA's requirements. The summary must demonstrate an understanding of the goals and objectives of the grant.

5.1.2 Project Work Plan

Utilizing **Form H, Work Plan**, Respondents will describe the proposed services, processes, and methodologies for meeting all components described in **Article II**, including the Respondent's approach to meeting the timeline and associated milestones. Respondent should identify all tasks to be performed, including all Project activities, to take place during the grant funding period. Respondent must describe its plan for service delivery to the population they are to serve. Respondent will also include all documents requested as part of completing Forms to demonstrate fulfilling **Article II** requirements.

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include time lines for accomplishments. The Project workplan cannot exceed nine single-sided pages.

5.1.3 Maps and Floor Plans

Respondent must provide on-site primary and preventive healthcare in specific geographic locations. Provide Form I: Map of Campus(es) to be Served, Form J: Map of SBHC on Campus(es) and Form K: Floor Plan of Current SBHC Space and/or Space for Expansion of Services which are included in the solicitation to demonstrate whether the existing SBHC is located on or near the proposed school-site/service area. Floor plans should demonstrate best practice clinic arrangement, space, and HIPAA compliance.

5.1.4 Letters of Commitment and Memorandum of Understanding (MOU)

Respondents must review and submit Letters of Commitment and Memorandums of Understanding as described in **Form L, Letters of Commitment from Proposed Project Partners, Form M-1, Memorandum of Understanding and Form M-2, Memorandum of Understanding Summary Page**.

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ARTICLE VI. REQUIRED RESPONDENT INFORMATION

6.1 ADMINISTRATIVE ENTITY INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation. As a part of the Solicitation Response requested in Article III, Respondent must provide the information utilizing the applicable **Form A** and **Form B**.

6.2 LITIGATION AND CONTRACT HISTORY

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

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

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

6.3 CONFLICTS

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

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

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful respondent awarded a contract with a value of \$1 million, or more or awarded a Contract that would require the successful respondent to register as a lobbyist under Texas Government Code Chapter 305, must submit a disclosure of interested parties to the state agency at the time the business entity submits the signed contract.

6.4 GRANT APPLICATION

In an effort to maximize state resources and reduce duplication of effort, HHSC, at its discretion, may require the Respondent is to disclose information regarding the application for or award of state, federal, and/or local grant funding by the Respondent or Community Collaborative member organization within the past two years to provide School-Based Health Centers on **Exhibit D-1, Grant Application Disclosure**.

6.5 AFFIRMATIONS AND CERTIFICATIONS

Respondent must complete and return all of the following affirmations, assurances, certifications, and exhibits. A complete list of exhibits is included as Article X.

- a.** Exhibit A, Affirmations and Solicitation Acceptance
- b.** Exhibit C, Exceptions (if applicable)
- c.** Exhibit D, Assurances - Non-Construction Programs
- d.** Exhibit F, Certification Regarding Federal Lobbying

6.6 INSURANCE

A. General Insurance Requirements

1. Grantee shall carry insurance in the types and amounts indicated in this Exhibit for the duration of the Contract. The insurance shall be evidenced by delivery to System Agency of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, System Agency, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements.
2. Grantee shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to System Agency.
3. Grantee shall provide and maintain all insurance coverage with the minimum amounts described throughout the life of the Contract.
4. Failure to maintain insurance coverage, as required, is grounds for suspension of work for cause.
5. Grantee shall deliver to System Agency true and complete copies of certificates and corresponding policy endorsements upon award.
6. Failure of System Agency to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of System Agency to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
7. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to System Agency in the Contract.

8. The insurance coverage and limits established below shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.
9. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company or similar rating company or otherwise acceptable to System Agency.

B. Policies must include the following clauses, as applicable:

1. This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to System Agency.
2. It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by System Agency for liability arising out of operations under the Contract with System Agency. The Texas Health and Human Services Commission, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with System Agency. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.
3. A waiver of subrogation in favor of The Texas Health and Human Services Commission shall be provided in all policies.
4. Without limiting any of the other obligations or liabilities of Contractor, Grantee shall require each SubGrantee performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above.
5. As an alternative, Grantee may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Grantee agrees to provide workers' compensation for Subcontractors and their employees. Grantees shall obtain and monitor the certificates of insurance from each SubGrantee in order to assure compliance with the insurance requirements. Grantee must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

C. Specific Insurance Coverage Required.

1. **Workers' Compensation.** Insurance with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation in favor of Health and Human Services Commission, employer's liability insurance of not less than:
\$1,000,000 each accident;
\$1,000,000 disease each employee; and
\$1,000,000 disease policy limit.

Workers' compensation insurance coverage must be provided for all workers at all tier levels and meet the statutory requirements of Texas Labor Code.

2. **Commercial General Liability Insurance.** Including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of:

\$1,000,000 per occurrence;

\$2,000,000 general aggregate;

\$5,000 Medical Expense each person;

\$1,000,000 Personal Injury and Advertising Liability;

\$2,000,000 products and completed operations aggregate;

\$50,000 Damage to Premises Rented to You; and

Coverage shall be on an "occurrence" basis.

The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent. The term "You" as reference in Subsection above, means the Contractor.

3. **Comprehensive Automobile Liability Insurance,** covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000 per accident. No aggregate shall be permitted for this type of coverage.

4. **Umbrella Liability Insurance.** Grantee shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Grantee for an amount of not less than amount \$1,000,000 that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove.

The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

5. **Cyber/Privacy Liability Insurance Policy.** Grantee shall provide Cyber/Privacy Liability Insurance to cover risk of loss to electronic data. The policy must include coverage for electronic vandalism to electronic data, including coverage for a third party's willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations.

Cyber/Privacy Liability Insurance \$1,000,000 Claim/\$1,000,000 Aggregate.

6. **Professional Liability Insurance.** Grantee shall obtain, pay for and maintain professional liability errors and omissions insurance during the Contract term, insuring Grantee for an amount of not less than \$1,000,000.

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ARTICLE VII. EXPENDITURE PROPOSAL

7.1 EXPENDITURE PROPOSAL

Form: O of this RFA includes the template for submitting the Expenditure Proposal. Respondents must complete this form and place it in a separate, sealed package, clearly marked with the respondent's name, the RFA number, and the RFA submission date.

Respondents must base their Expenditure Proposal on the Scope of Work described in **Article II**. This section should include any business, economic, legal, programmatic, or practical assumptions that underlie the Expenditure Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFA are deemed rejected by HHSC.

Respondents must demonstrate that Project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements.

Respondent must utilize the HHSC template provided and identify costs to be requested from HHSC and costs to be matched. Costs must be broken out to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the Project.

Costs will be reviewed for compliance with UGMS and federal grant guidance found in 45 CFR Part 75, as modified by UGMS, with effective given to whichever provision imposes the more stringent requirement in the event of a conflict.

Costs included in the Expenditure Proposal will be entered into budget tables and supported by narrative descriptions describing the need for the requested cost and a calculation demonstrating how the cost was arrived at.

Matching funds must also be identified in the Expenditure Proposal, including both anticipated matching funds and funds being certified in the proposal. Matching funds may be provided through local philanthropic, private, or city or county funds, pooled or braided funds from Collaborative partner organizations, donated resources, or in-kind contributions, committed specifically for the proposed project. State or federal funds may not be used as match.

The value of donated materials, professional services, and volunteer time is to be calculated in accordance with Section .24, Subpart C, of UGMS.

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ARTICLE VIII. GENERAL TERMS AND CONDITIONS

8.1 GENERAL CONDITIONS

8.1.1 Costs Incurred

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

8.1.2 Contract Responsibility

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

8.1.3 Public Information Act – Respondent Requirements Regarding Disclosure

Proposals and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Other legal authority also requires System Agency to post contracts and proposals on its public website and to provide such information to the Legislative Budget Board for posting on its public website.

Under the PIA, certain information is protected from public release. If Respondent asserts that information provided in its Solicitation Response is exempt from disclosure under the PIA, Respondent must:

- a. **Mark Original Proposal:**
 1. Mark the Original Proposal, on the top of the front page, the words “CONTAINS CONFIDENTIAL INFORMATION” in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger); and
 2. Identify, adjacent to each portion of the Solicitation Response that Respondent claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the Original Proposal);
- b. **Certify in Original Proposal - Affirmations and Solicitation Acceptance (attached as Exhibit A to this Solicitation):**

Certify, in the designated section of the Affirmations and Solicitation Acceptance, Respondent's confidential information assertion and the filing of its Public Information Act Copy; and

c. Submit Public Information Act Copy of Proposal:

Submit a separate "Public Information Act Copy" of the Original Proposal (in addition to the original and all copies otherwise required under the provisions of this Solicitation). The Public Information Act Copy must meet the following requirements:

1. The copy must be clearly marked as "Public Information Act Copy" on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);
2. Each portion Respondent claims is exempt from public disclosure must be redacted (blacked out); and
3. Respondent must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (c) of this section must be identical to those set forth in the Original Proposal as required in Subsection (a)(2), above. The only difference in required markings and information between the Original Proposal and the "Public Information Act Copy" of the proposal will be redactions - which can only be included in the "Public Information Act Copy." There must be no redactions in the Original Proposal.

By submitting a response to this Solicitation, Respondent agrees that, if Respondent does not mark the Original Proposal, provide the required certification in the Affirmations and Solicitation Acceptance, and submit the Public Information Act Copy, Respondent's proposal will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on the System Agency's public website, and posted on the Legislative Budget Board's public website.

If any or all Respondents submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, System Agency, in its sole discretion and in any solicitation, reserves the right to (1) disqualify all Respondents that fail to fully comply with the requirements set forth in this section, or (2) to offer all Respondents that fail to fully comply with the requirements set forth in this section additional time to comply.

Respondent should not submit a Public Information Act Copy indicating that the entire proposal is exempt from disclosure. Merely making a blanket claim that the entire proposal is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire proposal subject to release under the PIA.

Proposals should not be marked or asserted as copyrighted material. If Respondent asserts a copyright to any portion of its proposal, by submitting a proposal, Respondent agrees to reproduction and posting on public websites by the State of Texas, including the System Agency and all other state agencies, without cost or liability.

The System Agency will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this solicitation process, Respondent acknowledges that all information, documentation, and other materials submitted in the proposal in response to this Solicitation may be subject to public disclosure under the PIA. The System Agency does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. The System Agency assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, please refer to the Public Information Act Handbook published by the Office of the Texas Attorney General or contact the attorney general's Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). To access the Public Information Act Handbook, please visit the attorney general's website at <http://www.texasattorneygeneral.gov>.

8.1.4 News Releases

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

8.1.5 Additional Information

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

8.1.6 Respondent Waiver – Intellectual Property

SUBMISSION OF ANY DOCUMENT TO ANY HHS AGENCY IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER, AND AGREEMENT BY THE SUBMITTING PARTY TO FULLY INDEMNIFY THE STATE OF TEXAS, [HHSC] [HHSC OR DSHS] FROM, ANY CLAIM OF INFRINGEMENT BY [HHSC] [HHSC OR DSHS] REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF THE SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHS BY THE SUBMITTING PARTY.

ARTICLE IX. SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies documents that are requested in this Solicitation.

ORIGINAL SOLICITATION RESPONSE PACKAGE

The Solicitation Package must include the Solicitation Response in one of the approved submission methods identified in **Section 3.6**. Administrative Information (Forms A and B)

- a. Form A: Face Page
- b. Form A-1: Contact Person Information
- c. Form B: Administrative Information
- d. Form B-1: Governmental Entity (if applicable)
- e. Form B-2: Nonprofit Entity (if applicable)

2. Narrative Proposal Forms (Forms C through N) (Section 2.5)

- a. Form C: Executive Summary
- b. Form D: Respondent Background
- c. Form E: Needs Assessment Narrative
- d. Form F: Services and Supports to be Provided
- e. Form G: Performance Measures
- f. Form H: Work Plan
- g. Form I: Map of Campus(es) to be Served
- h. Form J: Map of SBHC on Campus(es)
- i. Form K: Floor Plan of Current SBHC Space and/or space for Expansion of Services
- j. Form L: Letters of Commitment from Proposed Project Partners
- k. Form M-1: Memorandum of Understanding
- l. Form M-2: Memorandum of Understanding Summary Page
- m. Form N: Financial Management and Administration Questionnaire

3. Expenditure Proposal (Template included)

- a. Form O: Budget

4. Applicable Exhibits/Attachments (Section 6.5)

- a. Exhibit A – Affirmations and Solicitation Acceptance
- b. Exhibit C – Exceptions Form (if applicable)
- c. Exhibit D – Assurances – Non-Construction Programs
- d. Exhibit D-1 – Grant Application Disclosures
- e. Exhibit E – Fiscal Federal Funding Accountability and Transparency Act Form (FFATA Form)
- f. Exhibit F – Certification Regarding Lobbying
- g. Exhibit H - Data Use Agreement
- h. Exhibit H-1 - Data Use Agreement-Governmental Entity
- i. Exhibit H-2 - Data Use Agreement - Attachment 2, Security and Privacy Inquiry Form.
- j. Exhibit I- Insurance

5. Files to be provided

___ Two USBs – One Labeled “Copy” and One Labeled “Original” with all of the files below

___ One file named “Original Proposal” that contains the Respondent’s entire proposal in searchable portable document format (PDF).

___ One file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF, if applicable.

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ARTICLE X. EXHIBITS, FORMS, ATTACHMENTS

EXHIBITS

Exhibit A: Affirmations and Solicitation Acceptance – DSHS v1.6
Exhibit B: HHSC Uniform Terms and Conditions – Grant, Version 2.16
Exhibit C: Exceptions Form
Exhibit D: Assurances - Non-Construction Programs
Exhibit D-1: Grant Application Disclosures
Exhibit E: Fiscal Federal Funding Accountability and Transparency Act (FFATA) Form
Exhibit F: Certification Regarding Lobbying
Exhibit G: Evaluation Tool
Exhibit H: Data Use Agreement
Exhibit H.1: Data Use Agreement – Governmental Entity
Exhibit H.2: Attachment 2, Security and Privacy Inquiry Form
Exhibit I - Insurance

FORMS

Form A: Face Page
Form A 1: Contact Person Information
Form B: Administrative Information
Form B 1: Governmental Entity
Form B 2: Non-Profit or For-Profit Entity (If Applicable)
Form C: Executive Summary
Form D: Respondent Background
Form E: Needs Assessment Narrative
Form F: Services and Supports to Be Provided
Form G: Performance Measures
Form H: Work Plan
Form I: Map of Campus(es) To Be Served
Form J: Map of SBHS On Campus(es)
Form K: Floor Plan of Current SBHS Space and/or Space for Expansion of Services
Form L: Letters of Commitment from Proposed Project Partners
Form M-1: Memorandum of Understanding (MOU)
Form M-2: MOU Summary Page
Form N: Financial Management and Administration Questionnaire
Form O: Budget

ATTACHMENTS

Attachment A: Research Articles and Resources (as stated in Form H, Work Plan)
Attachment B: Chronic Condition Resources