DEPARTMENT OF STATE HEALTH SERVICES
(DSHS)

OPEN ENROLLMENT (OE)
For
Texas-Based Federally Qualified Health Centers (FQHCs)
in support of the
Texas Immunizations and Vaccines for Children Program
to Promote and Support COVID-19 Vaccination

OE No.  HHS0011960

DATE OF RELEASE:  August 1, 2022

RESPONSES DUE:  August 31, 2022 by 2:00 p.m. Central Time

NIGP Class/Item No:
948 -92 – Vaccination Program Services
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SECTION 1. SCHEDULE OF EVENTS

| Enrollment Period Opens  
(Posted to HHS OE Opportunities webpage) | August 1, 2022 |
|------------------------------------------|---------------|
| Enrollment Period Closes  
(Final date for RECEIPT of Applications) | 2:00 PM, August 31, 2022 |
| Anticipated Contract Start Date | The effective date of a Contract, if any, awarded to an Applicant will be determined at the sole discretion of DSHS. |

Applications must be received by DSHS prior to the closing date as indicated in this Schedule of Events or as changed via an Addendum posted to the HHS Open Enrollment Opportunities webpage. Every Applicant is solely responsible for ensuring its Application is received before the submission period closes. DSHS is not responsible for lost, misdirected or late applications.

The dates in the Schedule of Events are tentative. DSHS reserves the right to modify these dates at any time by posting an Addendum to the HHS Open Enrollment Opportunities webpage.

By submitting an Application, the Applicant represents and warrants that any individual submitting the Application and any related documents on behalf of the Applicant is authorized to do so and to bind the Applicant under any resulting contract.

Withdrawal of Application:
Applications may be withdrawn from consideration or amended at any time prior to the “Enrollment Period Closes” date by emailing a request to the Sole Point of Contact set forth in Section 4.1. The e-mail subject line should contain the OE number and title as indicated on the cover page. The Applicant is solely responsible for ensuring requests are received timely by DSHS. DSHS is not responsible for lost, misdirected or late emails.

SECTION 2. OVERVIEW

2.1. INTRODUCTION

The Texas Department of State Health Services (DSHS) is an agency within the Texas Health and Human Services (HHS) system. DSHS works to promote and
protect the health of people, and the communities where they live, learn, work, worship, and play. DSHS understands no single entity working by itself can improve the health of all Texans. We must all work together to create a better system that includes prevention, intervention, and effective partnerships.

DSHS is comprised of several divisions, sections and units working together to focus on core public health functions. In particular, the Division for Laboratory & Infectious Disease Services (LIDS) Immunization Section’s goals are to eliminate the spread of vaccine preventable diseases by increasing vaccine coverage for all Texans; raising awareness of the diseases that vaccines prevent; and educating the public about vaccine safety. This is done through administration of the Texas Immunization Registry (ImmTrac2), which provides access to immunization records, establishment of school immunization rules, and administration of the Texas Vaccines for Children and Adult Safety Net programs, which provide low-cost vaccines to eligible children and adults.

As part of the department’s overall mission to improve the health, safety, and well-being of Texans through good stewardship of public resources, DSHS is seeking applications from Texas-based Federally Qualified Health Centers (FQHC) to provide services in support of the Texas Immunizations and Vaccines for Children Program (TIVC).

The primary goals of the services required under this OE are to (1) help reduce health disparities in the FQHC’s communities, and (2) increase access to Coronavirus Disease 2019 (COVID-19) vaccines for adults and children disproportionately affected by COVID-19.

To be considered for award, Applicants must submit a comprehensive Application which meets all the requirements of this OE and includes all requested documentation.

2.2. **LEGAL AUTHORITY**

This OE is authorized by Sections 317, 317(k)(2) of the Public Health Service Act (42 U.S.C. Sections 247b and 247b(k)(2)), as amended; Title 1 Texas Administrative Code, Part 15, Chapter 391, Subchapter F, Rule §391.601; and the Texas Health and Safety Code Chapters 81 and 161.

2.3. **NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION**

DSHS does not guarantee any volume, usage, or compensation to be paid to any Contractor under any Contract resulting from this Open Enrollment. Additionally, all contracts resulting from this Open Enrollment are subject to appropriations, the availability of funds, and termination.
SECTION 3. DEFINITIONS AND ACRONYMS

Unless the context clearly indicates otherwise, throughout this Open Enrollment, the definition given to a term below applies whenever the term appears in this Open Enrollment, in any Application submitted in response to this Open Enrollment, and in any Contract awarded as a result of this Open Enrollment. All other terms have their ordinary and common meaning.

<table>
<thead>
<tr>
<th>TERM</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum</td>
<td>Means a written clarification or revision to this OE issued by DSHS. All Addenda will be posted to the HHS Open Enrollment Opportunities web page.</td>
</tr>
<tr>
<td>Application</td>
<td>Means all information and materials submitted by an Applicant in response to this OE.</td>
</tr>
<tr>
<td>Applicant</td>
<td>Means any person or entity that submits an Application in response to this OE.</td>
</tr>
<tr>
<td>Census Tract Data</td>
<td>Is small, relatively permanent statistical subdivisions of a county or statistically equivalent entity that can be updated by local participants prior to each decennial census as part of the Census Bureau’s Participant Statistical Areas Program (PSAP). The Census Bureau delineates census tracts in situations where no local participant responded or where state, local, or tribal governments declined to participate. The primary purpose of census tracts is to provide a stable set of geographic units for the presentation of statistical data. <a href="https://www.census.gov/programs-surveys/geography/about/glossary.html">https://www.census.gov/programs-surveys/geography/about/glossary.html</a></td>
</tr>
<tr>
<td>Contract</td>
<td>Means a written agreement between parties that creates a legal, binding, and enforceable obligation and may awarded to an Applicant as a result of this OE.</td>
</tr>
<tr>
<td>Contractor (Provider or FQHC)</td>
<td>Is an Applicant awarded a Contract as a result of this OE. May also be referred to as Provider or FQHC. Unless the context clearly indicates otherwise, all terms and conditions of this OE, and any resulting Contract that refer to Applicant, apply with equal force to Contractor (Provider).</td>
</tr>
<tr>
<td>Deliverable(s)</td>
<td>Means the delivery of goods and/or performance of services by a Contractor in accordance with the terms of this OE and any contract awarded as a result of this OE.</td>
</tr>
<tr>
<td>DSHS</td>
<td>Means the Department of State Health Services.</td>
</tr>
<tr>
<td><strong>TERM</strong></td>
<td><strong>DEFINITION</strong></td>
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<tr>
<td>Federally Qualified Health Center (FQHC)</td>
<td>Are community organizations with defined target populations and service areas that have a board comprised of at least 51% of its members coming from their consumers. FQHCs provide comprehensive health care services to underserved communities. More information may be found at <a href="https://apps.hhs.texas.gov/pcs/openenrollment.cfm">Federally Qualified Health Center Information (texas.gov)</a>.</td>
</tr>
<tr>
<td>FQHC Lookalike</td>
<td>Means an organization that meets eligibility requirements of an FQHC, but does not receive grant funding. <a href="https://www.cdc.gov/aging/disparities/index.htm#:~:text=Health%20disparities%20are%20preventable%20differences,other%20population%20groups%2C%20and%20communities">What is an FQHC Look-Alike? — FQHC.org</a></td>
</tr>
<tr>
<td>Health Disparities</td>
<td>Means preventable differences in the burden of diseases, injury, violence, or in opportunities to achieve optimal health experienced by socially disadvantaged racial, ethnic, and other populations groups, and communities. <a href="https://www.cdc.gov/aging/disparities/index.htm#:~:text=Health%20disparities%20are%20preventable%20differences,other%20population%20groups%2C%20and%20communities">https://www.cdc.gov/aging/disparities/index.htm#:~:text=Health%20disparities%20are%20preventable%20differences,other%20population%20groups%2C%20and%20communities</a></td>
</tr>
<tr>
<td>HHS Agency</td>
<td>Means the Health and Human Services Commission (HHSC) and the Texas Department of Health and Human Services (DSHS) which may be identified separately as a ‘HHS Agency’ or collectively as the ‘HHS Agencies’ in this OE or in any resulting Contract(s).</td>
</tr>
<tr>
<td>HHS Open Enrollment Opportunities</td>
<td>Means the HHS web page where Open Enrollments are posted: <a href="https://apps.hhs.texas.gov/pcs/openenrollment.cfm">https://apps.hhs.texas.gov/pcs/openenrollment.cfm</a>.</td>
</tr>
<tr>
<td>HUB</td>
<td>Means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.</td>
</tr>
<tr>
<td>HUB Subcontracting Plan or HSP</td>
<td>Means the Historically Underutilized Business Subcontracting Plan (HSP) required by Chapter 2161 of the Texas Government Code for contracts with an expected value of $100,000 or more and where subcontracting opportunities have been determined to be probable.</td>
</tr>
<tr>
<td>Jurisdiction</td>
<td>Means the county where an FQHC is located. Individuals residing in other counties are still eligible for services.</td>
</tr>
<tr>
<td>Open Enrollment (OE)</td>
<td>Means this document, including all exhibits, attachments and addenda, as applicable, posted on the HHS Open Enrollment Opportunities webpage.</td>
</tr>
<tr>
<td>State</td>
<td>Means the State of Texas and its instrumentalities, including HHSC or DSHS, and any other state agency, its officers, employees, or authorized agents.</td>
</tr>
<tr>
<td>State Fiscal Year</td>
<td>Means the twelve-month period beginning September 1st and ending August 31st.</td>
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### SECTION 4. GENERAL INFORMATION

#### 4.1. SOLE POINT OF CONTACT

All questions, requests for clarification, or other communication about this OE shall be made in writing only to the DSHS sole point of contact listed below.

Attempts to ask questions by phone or in person will not be allowed or recognized as valid.

Direct all questions about this OE to: **FQHC_OE_Imm@dshs.texas.gov**

To be considered for contract award, applications must be submitted electronically to the email address as follows:

**FQHC_OE_Imm@dshs.texas.gov**

See Sections 13 and 14 for submission requirements.

Do not contact other HHS Agency personnel regarding this OE.

This restriction, as to only communicating in writing with the DSHS sole point of contact identified above, does not preclude discussions between Applicant and agency personnel for the purposes of conducting business unrelated to this OE.

Failure of an Applicant or its representatives to comply with these requirements may result in disqualification of the submitted Application.

#### 4.2. CHANGES, MODIFICATIONS AND CANCELLATION

DSHS reserves the right to change, amend, modify or cancel this OE at any time.

All Applications, including those submitted after cancellation of the OE, become the property of DSHS upon receipt.

#### 4.2.1. ADVERTISEMENT OF CHANGES, MODIFICATIONS OR CANCELLATION

<table>
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<tr>
<th>TERM</th>
<th>DEFINITION</th>
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<tbody>
<tr>
<td>Statement of Work</td>
<td>Means the description of services, Reports, and Deliverables in this OE that the Contractor (Provider) is required to provide under the Contract.</td>
</tr>
<tr>
<td>TIVC</td>
<td>Means the Texas Immunizations and Vaccines for Children Program.</td>
</tr>
</tbody>
</table>
If DSHS determines that the OE needs to be changed or modified, either an addendum will be posted on the OE Opportunities webpage or the OE will be canceled. The action to be taken will be determined at the sole discretion of DSHS. Furthermore, if the OE will be canceled, DSHS will determine, in its sole discretion, if a new OE will be posted.

No HHS Agency will be responsible or liable in any regard for the failure of any individual or entity to receive notification of any posting to the OE Opportunities webpage.

It is the responsibility of each Applicant to monitor the OE Opportunities webpage for any Addenda or additional information regarding this OE. Failure to monitor the OE Opportunities webpage will in no way release or relieve any Applicant of its obligations to fulfill the requirements as posted.

4.3. **Offer Period**

By submitting an Application in response to this OE, Applicant agrees that its Application will remain a firm and binding offer to enter into a Contract under all terms and conditions of this OE for at least 240 days from the date applications are due, as stated in Exhibit A, HHS Solicitation Affirmations, unless withdrawn by the Applicant before the Enrollment Period closes.

An Applicant may extend the time for which its Application will be honored and include the extended period in the Application.

4.4. **Costs Incurred**

DSHS accepts no obligations for costs incurred in preparing, submitting, and screening an Application, including, but not limited to, costs or expenses related to contract execution.

Applicants understand that issuance of this OE or retention of Applications in no way constitutes a commitment by DSHS to award a Contract. All Applications shall be prepared simply and economically, providing a straightforward, concise delineation of the Applicant’s capabilities to satisfy the requirements of this OE and submitted at the sole expense of the Applicant.

4.5. **OE Questions or Clarifications**

4.5.1. **Questions and Requests for Clarification**
Written questions and requests for clarification regarding this OE are permitted if submitted by e-mail to the Sole Point of Contact set forth in Section 4.1.

Responses to questions and requests for clarification will not be posted to the OE Opportunities webpage. However, if DSHS determines, based on a question, request for clarification, or any other factor (including, but not limited to notices of ambiguity, conflict, or discrepancy as referenced in Section 4.5.3, below), that the OE needs to be amended or clarified, either an addendum will be posted on the OE Opportunities webpage or the OE will be canceled. The action to be taken will be determined at the sole discretion of DSHS. Furthermore, if the OE will be canceled, DSHS will determine, in its sole discretion, if a new OE will be posted.

4.5.2. **QUESTION AND CLARIFICATION FORMAT**

Questions and requests for clarification must include the following information:

a. the OE Number

b. the question or request for clarification, providing the following information:
   - OE language, topic, section heading
   - Section, Paragraph and Page number(s) or Exhibit/Attachment

The requestor must provide the following contact information:

- Company Name
- Company Representative Name
- Phone Number
- E-Mail address

4.5.3. **AMBIGUITY, CONFLICT, DISCREPANCY**

Applicants must notify the Sole Point of Contact set forth in Section 4.1 of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the OE. Notices must be submitted in the same manner for submitting questions.

Each Applicant submits its Application at its own risk.

If an Applicant fails to properly and timely notify the Sole Point of Contact set forth in Section 4.1 of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the OE, the Applicant, whether awarded a contract or not:
a. shall have waived any claim of error or ambiguity in the OE and any resulting contract,
b. shall not contest the interpretation by DSHS of such provision(s), and
c. shall not be entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

SECTION 5. HUB SUBCONTRACTING PLAN (HSP) REQUIREMENTS

It is the policy of HHS to promote and encourage contracting and subcontracting opportunities for State of Texas-certified Historically Underutilized Businesses (HUBs) in all contracts in compliance with Chapter 2161 of the Texas Government Code and Title 34, Part 1, Chapter 20, Subchapter D, Division 1 of the Texas Administrative Code.

Applicants who may be eligible are encouraged to become HUB certified and may access more information including the State of Texas HUB Application at the CPA website at: https://comptroller.texas.gov/purchasing/vendor/hub/.

HHS has determined subcontracting opportunities are not probable under this OE; therefore, an HSP is not required to be submitted with the Application.

SECTION 6. CONTRACT TERM

6.1. TERM OF CONTRACT

DSHS may award one or more Contracts under this OE.

Any Contract resulting from this OE will be effective on the signature date of the latter of the Parties to sign the agreement and will expire on June 30, 2024, unless terminated earlier pursuant to the terms and conditions of the Contract.

6.2. EXTENSION OPTION

DSHS, at its sole option and subject to availability of funding, may extend the Contract beyond the initial term for up to one year as necessary to ensure continuity of service, to process a new OE to award new contract(s), for purposes of transition, or as otherwise determined to serve the best interest of the State of Texas.

SECTION 7. MINIMUM QUALIFICATIONS
To be eligible to apply for a Contract and receive an award, Applicant(s), must be eligible, qualified and meet all requirements of this OE. Applicant requirements apply with equal force to Contractors and Providers awarded contracts under this OE.

Federally Qualified Health Center Look-A-Likes (LAL) do NOT qualify for this OE.

This OE is open to all geographic areas of Texas, and there is no priority geographical area.

7.1. **Required Experience**

To be considered for contract award under this OE, an Applicant must demonstrate FQHC designation by the Health Resources and Services Administration (HRSA), an agency of the U.S. Department of Health and Human Services.

7.2. **Licensure and Accreditation**

Applicant is responsible for providing current documentation of FQHC designation, licensure, and all applicable insurance required to operate and maintain the organization’s FQHC status.

Applicant and all personnel and technicians assigned to provide services under the Contract must have all permits, licenses, and certifications required by applicable law.

Assigned personnel and technicians, who may include department directors or equivalent positions, providing services that, by law, require a professional license or certification, must hold a current, valid, and applicable Texas license and/or certification in good standing.

Contractor is responsible for ensuring all Contractor staff and subcontractors, if any, hold current, valid, and applicable licenses and/or certifications in good standing.

Each Contractor is required to maintain all required permits, licenses, and certifications for the business throughout the term of the Contract. The Contractor and Contractor’s personnel and subcontractors, if any, must also maintain their individual required permits, licenses, and certifications during the term of the Contract. All required permits, licenses, and/or certifications must be included with submitted Applications. During annual contract reviews, Contractor shall provide updated licenses and/or certifications at DSHS’s request.
SECTION 8. STATEMENT OF WORK

8.1. Project Overview

The DSHS Texas Immunizations and Vaccines for Children program (TIVC) is offering an opportunity for all Texas-based Federally Qualified Health Centers (FQHC) to apply for grant funding to help reduce health disparities in their communities, and to increase access to Coronavirus Disease 2019 (COVID-19) vaccines for populations disproportionately affected by COVID-19. Populations disproportionately affected by COVID-19 are defined as communities with high social vulnerability index (SVI greater than or equal to 0.75) as defined by the Centers for Disease Control and Prevention (CDC); zip codes with decreased COVID-19 vaccination (less than 35 percent fully vaccinated); or geographic areas of increased COVID-19 infection activity. Although funded by the TIVC Program, the population to be served will include both children and adults disproportionately affected by COVID-19.

As part of the financial assistance awarded to DSHS, the National Center for Immunization and Respiratory Diseases (NCIRD), the CDC, and the United States Department of Health and Human Services (HHS) requires that certain deliverables and performance measures be met. There are three primary objectives associated with this OE and the services required to meet each objective is described in detail in Section 8.2-Statement of Services To Be Provided.

Applicants must apply for all three (3) objectives described below.

8.2. Statement of Services to be Provided

8.2.1. Objective 1

The primary goals of Objective 1 are to identify and prioritize disproportionately affected populations within Contractor’s jurisdiction for vaccination, and directly reach and educate the identified population. The activities, outcomes, successes and challenges of Contractor’s efforts to complete Objective 1 will be described in a required Monthly Progress Reports and submitted to DSHS. Refer to Exhibit H, Budget (Project Reports and Deliverables) for submittal instructions.

Note: Targeted education and outreach must exclude publicity and propaganda (lobbying).

1. Contractor shall utilize relevant Census tract data at the zip code level to identify geographic areas within their jurisdiction with
increased populations of the following racial and ethnic minority groups:

a. Non-Hispanic American Indians
b. Alaska Native
c. Non-Hispanic Black
d. Hispanic

While recommended but not required, the Contractor is encouraged to map vaccination coverage within their jurisdiction by ZIP Code using ImmTrac2 vaccination data and/or other local programs which capture COVID-19 vaccination data.

2. Contractor shall develop educational/outreach materials for the identified population and conduct targeted education and outreach to these communities. Educational and outreach information regarding COVID-19 vaccination can be accessed through the Texas DSHS Immunizations website:

Methods of education and outreach can include, but are not limited to:

a. Door-to-door educational pamphlet placement
b. Town hall meetings
c. Neighborhood association meetings
d. Festival/fair, or other community events

3. Contractor shall share data with other organizational entities within the jurisdiction to assist with the outreach. These entities can include health department programs like HIV/STD, WIC, and Rural Health; as well as other agencies who regularly interact with these racial and ethnic minority groups. These groups can include the jurisdictional fire department, police department, public works department, and community services department.

Contractor shall investigate pathways to incorporate these external organizations to assist in delivery of outreach and educational messages as described in Objective 1, item 2.

8.2.2. **OBJECTIVE 2**

The primary goals of Objective 2 are to identify and partner with community members/organizations, and other trusted sources within Contractor’s jurisdiction, and to promote vaccine awareness and uptake in the identified population. The activities, outcomes, successes and challenges of the Contractor’s efforts to complete Objective 2 shall be
described in the required Monthly Progress Reports to DSHS. Refer to Exhibit H, Budget (Project Reports and Deliverables) for submittal instructions.

**Note: Targeted education and outreach must exclude publicity and propaganda (lobbying).**

1. Contractor shall identify disproportionate populations/communities within their jurisdiction as described in Section 8.2.1, Objective 1, to develop and implement an outreach campaign(s). The campaign(s) shall identify and train trusted messengers to deliver COVID-19 vaccine safety and effectiveness through materials and information developed and approved by DSHS under Objective 1, Item 2 to these communities and populations. Trusted messengers can include, but are not limited to:
   
   a. Faith leaders  
   b. Teachers  
   c. Community health workers  
   d. Radio DJ’s  
   e. Barbers  
   f. Local Proprietors  
   g. Community and civic leaders

2. Contractor shall seek input from the trusted messengers to develop outreach materials and fixed talking points designed specifically for their identified communities and populations. Contractor shall review and approve all materials and talking points prior to distribution by the trusted messengers. Contractor shall encourage the trusted messengers to use the approved materials and information to promote and deliver COVID-19 vaccine information through local media outlets, social media, faith-based venues, community events, and other venues. Contractor shall train the trusted messengers to distribute only that information which has been pre-approved by the Contractor.

3. Within Contractor’s jurisdiction, Contractor shall contact and engage the various entities to develop and operate temporary or mobile COVID-19 vaccination sites. The following are suggestions, but not exhaustive:

   a. Places of worship  
   b. Community-based centers (libraries, event centers)  
   c. Recreation centers  
   d. Food banks  
   e. Schools/colleges  
   f. Grocery stores
g. Salons/barbershops
h. Major employers

8.2.3. **OBJECTIVE 3**

The primary goal of Objective 3 is to improve communications in support of access to vaccination sites within Contractor’s jurisdiction. Improvement(s) to access may include message distribution about transportation, reduction of language barriers, simplifying COVID-19 vaccine registration processes, and providing a welcoming environment for all cultures. The activities, outcomes, successes and challenges of the Contractor’s efforts to complete Objective 3 shall be described in the required Monthly Progress Reports to DSHS. Refer to Exhibit H, Budget (Project Reports and Deliverables) for submittal instructions.

**Note:** Targeted education and outreach must exclude publicity and propaganda (lobbying).

1. Contractor shall ensure access to vaccination sites and appointments throughout its jurisdiction by using multiple types of locations and with flexible hours that are accessible to and frequented by the identified communities of focus. This must include days and times outside of the conventional work week, typically considered to be 8:00 a.m. to 5:00 p.m., Monday through Friday. Contractor shall provide these sites in addition to the pop-up and mobile vaccination clinics required in Objective 2.

- Vaccination sites should include, but is not limited to, the following:
  - pharmacies, healthcare facilities, community-based sites, and mobile sites, and both large-scale vaccination sites and small or onsite pop-up vaccination sites. Contractor may identify sites based on community need.
  - Hours of vaccine sites shall be determined based upon the following considerations:
    1) the needs of frontline workers and communities that may not be able to leave work during core daytime hours, and
    2) the needs and capacity of community-based sites, as not all will be able to meet requirements of size, hours, and staffing. Some community-based sites may require additional staff/funding to stay open beyond normal operating hours, or
    3) other needs based on the community identified in Objective 1, while remaining within the parameters of local codes and ordinances.
2. Contractor shall coordinate with local community-based organizations to plan and implement pop-up, mobile, or other vaccination clinics during existing events for communities of high social vulnerability (e.g., HIV/STD screening services, food drives/pantries, health fairs, and adult education programs).

3. Contractor shall support increased staffing of culturally competent medical personnel that reflect the identified community who may administer COVID-19 vaccine at mobile or pop-up vaccination sites/clinics organized through community-based organizations. This could include partnering with minority community health workers and/or nursing students/phlebotomy students/residents from historically black colleges or universities in the surrounding areas.

4. Contractor shall fund efforts to increase health information sharing across the targeted communities. Areas of emphasis could include but are not limited to:
   - Provide funding, staffing, and/or technological support for call center, chat, or other triage services and surge support for the increased volume of questions from community members trying to access vaccines, determine eligibility, use online scheduling platforms, or asking other common questions.
   - Increase translation of website content into additional languages specific to those in the communities of focus (e.g., using HTML format).
   - Increase accessibility for individuals with disabilities (e.g., 508 compliance and websites that are keyboard friendly).
   - Support a mobile friendly version of website content for individuals without computers.

5. Contractor shall partner with external programs and stakeholders to plan and implement mobile vaccine clinics to reach homebound individuals in communities of high social vulnerability.

6. Contractor shall simplify COVID-19 vaccine registration procedures as follows:
   - Prioritize offering vaccination options that do not require preregistration (e.g., at local community centers, schools, houses of worship, or other highly frequented and trusted sites in the community).
   - Ensure registration options do not require the internet or digital platforms (such as phone or in-person registration).
   - Ensure registration is accessible to those with limited English proficiency or limited literacy.
   - Ensure the community being served is aware that registration does not require nonessential documentation, such as proof of citizenship that is likely to deter individuals from immigrant
7. Contractor shall enter all COVID-19 vaccinations into the Texas Immunization Registry, ImmTrac2, within 48 hours of the administration of the vaccine under this Program.

8.2.4. **MONTHLY PROGRESS REPORTS**

As further described in Section 8.4.1-Specific Performance Standards, Contractor shall prepare and submit one Comprehensive Monthly Report that documents the services Contractor performed and/or planned during the prior month, and each completed Deliverable, for the three Objectives set forth in this OE. Reports are due on the 5th of the month, following the reporting month. For example, January report due by February 5th.

Comprehensive Monthly Progress Reports, shall further inform the Final Closeout Report

8.2.5. **FINAL COMPREHENSIVE WORKPLAN**

As required by Section 13-Required Application Documents, Applicant shall develop, complete and submit a draft Comprehensive Workplan with its Application in response to this OE. DSHS will provide feedback to this draft Workplan within ten (10) days of DSHS receipt of the Application, and Contractor shall submit a revised and Final Workplan reflective of DSHS feedback within thirty (30) days of Contract effective date (last signature). The Final Workplan must include detailed descriptions of the services to be performed to meet the three Objectives set forth in this OE. The Final Comprehensive Workplan must be approved by DSHS prior to Contractor implementation.

8.2.6. **FINAL CLOSEOUT REPORT**

Contractor shall prepare and submit a Final Closeout Report that documents all work performed under this OE, including successes, challenges, outcomes, lessons learned and recommendations for areas of improvement. During the final year of the Contract, DSHS will provide Contractor with additional guidance concerning the content of the report. The deadline for the Final Closeout Report will be determined by DSHS and indicated in the Contract.

8.2.7. **DSHS AND CONTRACTOR COMMUNICATION**
In addition to the services and deliverables described in this OE, Contractor shall be readily available to DSHS to discuss all matters associated with the contract, including but not limited to, the services, reports, deliverables, and invoices under the contract. Contractor shall be available via phone, email, or any other means of communication as determined by DSHS. Contractor shall respond to DSHS within 24 hours of DSHS inquiry.

8.3. **DSHS Responsibilities**

DSHS will provide consultation with Contractor in review, assessment, and development of the Final Comprehensive Workplan and Final Closeout Report methods and associated materials including by:

1. Participation in regular (e.g., weekly, monthly, and as requested by DSHS) working meetings and/or coordination calls with Contractor, at a mutually agreed upon periodicity and schedule, to coordinate development of project Deliverables and to monitor Contractor’s progress toward fulfillment of the Deliverables.

2. Providing active input in support of the activities of Contractor and review of content and educational and outreach materials within 10 business days of submission.

3. Provide timely input and review of Contractor’s Monthly Progress Reports

8.4. **Performance Criteria**

DSHS will look solely to the Contractor(s) for the performance of all contractual obligations set forth in this OE.

No Contractor will be relieved of its obligations for any nonperformance by its subcontractors. Contractor must ensure that its subcontractors abide by all requirements, terms, and conditions of any Contract that may be awarded. Unless the context clearly indicates otherwise, every requirement and every prohibition set forth in this OE and any resulting contract that applies to a Contractor applies with equal force to its employees, agents, representatives, and subcontractors.

8.4.1. **Specific Performance Standards**

Contractor shall comply with all obligations and duties under any Contract awarded as a result of this OE, and shall adhere to the following performance standards and reporting requirements.

Contractor shall submit the required reports and deliverables to DSHS by the methods and applicable due dates outlined in Exhibit H, Budget (Project Reports and Deliverables). Monthly reports must be submitted to
DSHS electronically using Alchemer, or another data collection system as determined by DSHS. Alchemer is an online survey tool DSHS will provide to Contractors.

### 8.4.1.1. **OBJECTIVE 1, DELIVERABLE**

**a.** Within 60 days of the Contract effective date, Contractor shall submit a PDF copy of the educational/outreach materials adapted to the identified population and which address the three initiatives described in Objective 1. DSHS will review and approve or communicate required revisions to the materials prior to their use. Contractor shall use educational/outreach materials approved by DSHS.

### 8.4.1.2. **OBJECTIVE 2, DELIVERABLES**

**a.** Within 60 days of the Contract effective date, Contractor shall submit a PDF copy of the adapted educational/outreach materials. DSHS will review and approve or require revisions to materials prior to their use. Contractor will use educational/outreach materials approved by DSHS.

**b.** Organize and conduct six COVID-19 vaccine education and outreach meetings per quarter with trusted messengers; Contractor shall submit a PDF copy of the meeting notes, agendas, and sign-in sheets.

**c.** Organize and conduct six COVID-19 pop-up and mobile vaccination sites per quarter; Contractor shall submit a PDF copy of materials used to promote the event, as well as photographs documenting the event.

### 8.4.1.3. **OBJECTIVE 3, DELIVERABLES**

**a.** Organize and conduct six vaccination sites per quarter with accessibility of sites and operating times tailored to the identified communities of focus, with available hours other than Monday-Friday, 8:00 a.m. to 5:00 p.m.; Contractor shall submit a PDF copy materials promoting and documenting sites.

**b.** Within 60 days of the Contract effective date, Contractor shall develop and submit a PDF copy of a simplified COVID-19 registration process tailored to the population served by Contractor.

### 8.4.1.4. **REQUIRED MONTHLY REPORTS**

Contractor shall prepare and submit one Comprehensive Monthly Progress Report which documents services Contractor performed or planned during the prior month for the three Objectives outlined in
1. The monthly report shall include a section describing Contractor’s specific services performed or planned to complete Objective 1. At a minimum, this section shall include:

a. The external stakeholder outreach and/or communication opportunities conducted within Contractor’s jurisdiction; including collaboration with:

   i. Local Health Departments
   ii. DSHS Public Health Regions
   iii. Community Based Organizations
   iv. Other COVID vaccination funded initiatives that occur in the jurisdiction

2. The monthly report shall include a section describing Contractor’s specific services performed or planned to complete Objective 2. At a minimum, this section shall include:

a. The number of outreach interactions/interventions/opportunities facilitated with high risk and underserved populations within in the Contractor’s jurisdiction;

b. Initiative successes and challenges. A summary is acceptable in narrative. Quantitative data is encouraged;

c. The activities conducted to identify trusted messengers;

d. The number of educational messages/promotions delivered by trusted messengers to the identified populations;

e. The platforms (local media outlets, social media, faith-based venues, etc.) used by the trusted messengers to promote and deliver COVID-19 vaccine information; and

f. The number of mobile or temporary COVID-19 vaccine clinics held at locations other than the FQHC.

3. The monthly report shall include a section describing Contractor’s specific services performed or planned to complete Objective 3. At a minimum, this section shall include:

a. The number of mobile COVID-19 vaccination events and event dates that targeted the identified communities;

b. The number of COVID-19 vaccinations administered under this Program;

c. The total number of jurisdictional community members that received single/complete COVID-19 vaccine doses;
d. Identification of the number of mobile COVID-19 vaccination events that were coordinated and facilitated with:
   i. Pharmacies
   ii. Healthcare facilities
   iii. Community-based sites
   iv. Large-scale vaccination sites
   v. Small or onsite pop-up vaccination sites
   vi. Food drives/pantries
   vii. Health fairs
   viii. Adult education programs
   ix. Other venues as determined by Contractor;

e. The number of COVID-19 vaccination interventions that promoted vaccine awareness and uptake at sites that included, but is not limited to:
   i. Pharmacies
   ii. Healthcare facilities
   iii. Community-based sites
   iv. Large-scale vaccination sites
   v. Small or onsite pop-up vaccination sites
   vi. Food drives/pantries
   vii. Health fairs
   viii. Adult education programs;

f. The successes and challenges of the vaccine registration process for Contractor’s jurisdiction;

g. Describe work conducted to partner with community organizations, and other trusted sources to promote vaccine awareness and uptake; and

h. The work conducted that simplified the COVID-19 vaccine registration process, including successes and challenges, and non-digital options for COVID-19 registration.

8.5. **Contractor Personnel Performance**

Contractor shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them.

Contractor shall at all times employ sufficient personnel to carry out functions and services in the manner and time prescribed by the Contract.

Contractor shall be responsible for the acts and omissions of the Contractor’s employees, agents (including, but not limited to, lobbyists) and subcontractors and shall enforce strict discipline among the Contractor’s
employees, agents (including, but not limited to, lobbyists) and subcontractors performing the services under the Contract.

DSHS, at its sole discretion, may request in writing the immediate removal of any Contractor personnel or subcontractor personnel from the services being provided under the Contract. Upon such request, Contractor shall immediately remove the subject personnel and submit in writing to DSHS, within 10 calendar days of DSHS’s request for removal, confirmation of the removal and assurance of continued, compliant Contract performance.

8.6. **Notice of Criminal Activity**

At the time of submission, Applicants shall provide confirmation that the Applicant, any person with ownership or controlling interest in Applicant, and Applicant’s agents, employees, subcontractors and volunteers who will be providing the required services:

- a. have not engaged in any activity that does or 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; and
- b. have not 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 sex crime.

This is a continuing disclosure requirement; prior to Contract award, if any, Applicants must notify the DSHS Sole Point of Contact within five days of the date Applicant learns of actions set forth in subsections (a) and (b) above. Additionally, this is a continuing disclosure requirement for each Contractor, during the term of the Contract, to immediately report, in writing, to the DSHS contract manager when Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Contractor, or any of Contractor’s agents, employees, subcontractors or volunteers has: engaged in any activity that does or 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 the involvement in any financial matter, federal or state program, or sex crime.

Contractor 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 DSHS contract manager.
Personnel with sex offender, child or adult abuse, or fraud offenses shall not be allowed to provide Contract services and shall not be allowed access to HHS Agency property, facilities, or documents.

Key personnel with misdemeanor offenses must receive prior approval by the HHS Agency before being allowed to work under this contract.

DSHS, at its sole discretion, may terminate any Contract if Contractor, its agents, employees, subcontractors, or volunteers are arrested, indicted, or convicted of any criminal activity.

8.7. NOTICE OF INSOLVENCY OR INDEBTEDNESS

At the time of submission, Applicants shall provide, with the Application, detailed written descriptions of any insolvency, incapacity, and outstanding unpaid obligations of Applicant owed to the Internal Revenue Service (IRS) or the State of Texas, or any agency or political subdivision of the State of Texas. This is a continuing disclosure requirement; prior to Contract award, if any, Applicants must notify the DSHS Sole Point of Contact within five days of the date Applicant learns of such financial circumstances after submission of the Application. Additionally, Contractors are under a continuing obligation to notify the DSHS contract manager, as applicable, within five days of the date Contractor learns of such financial circumstances after Contract award.

8.8. REPORTING CRITERIA

Contractor shall refer to Exhibit H, Budget (Project Reports and Deliverables) for deadlines and submittal instructions.

8.9. INVOICE REQUIREMENTS AND PAYMENT

8.9.1. INVOICE REQUIREMENTS

Contractor will be paid quarterly on a deliverable-based/fixed cost method. Contractor shall provide the services and deliverables described in the Contract in the time and manner prescribed within the not-to-exceed amount of the Contract. Contractor shall bill, and DSHS shall pay Contractor based upon Contractor’s submission of a quarterly detailed and accurate invoice describing the services performed in completion of each deliverable. Contractors that do not complete Deliverables within a quarter are required to submit a “zero” dollar invoice on a quarterly basis.

A. Contractor shall electronically submit all invoices with supporting documentation to the following email addresses: invoices@dshs.texas.gov
Each invoice shall include, at a minimum:

a. Contractor’s Name;
b. Remit to Address;
c. Federal ID or Texas CPA Payee ID;
d. Accounts Receivable telephone number;
e. HHSC Contract and/or Purchase Order number;
f. Identification of each deliverable completed and being invoiced;
g. Total invoice amount
h. Remaining budget

B. Each deliverable is inclusive of all services specified in this OE and shall include all labor, materials, tools, supplies, equipment, and personnel, including but not limited to, travel expenses, associated costs and incidental costs necessary for Contractor to provide the services according to the minimum requirements, provisions, terms and conditions set forth in this OE.

C. Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

D. Final Close-Out invoice: Contractor must submit a final close-out invoice no later than 30 days following the expiration date of the Contract. Invoices received more than 30 days past the contract end date are subject to denial of payment.

E. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Grantee’s expenditures on a quarterly basis. If expenditures are below the amount in Grantee’s total Contract, Grantee’s budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

8.9.2. PAYMENT

Contracts awarded under this OE will be paid a fixed amount upon the completion of each deliverable, and in accordance with Exhibit H – Budget (Project Reports and Deliverables).

8.10. TERMS AND CONDITIONS

Submission of an Application in response to this OE constitutes acceptance of all Terms and Conditions attached to, referenced, or set forth in the OE, including those confidentiality and privacy provisions in Attachment I. Applicant shall not submit additional or different terms and conditions.

and cmsinvoices@dshs.texas.gov. Alternative submission requirements must be approved by DSHS.
Any term, condition, or other part of an Applicant’s submitted application that has been rejected by DSHS, that is not accepted in writing by DSHS, or that conflicts with applicable law, this OE, any resulting Contract, or applicable terms and conditions will not constitute part of the Contract.

8.11. **STANDARDS OF CONDUCT FOR VENDORS**

Pursuant to 1 TAC 391.405(a), contractors, respondents, and vendors interested in working with HHS are required to implement standards of conduct to apply to all matters involving, or related to, those solicitations and contract(s) between themselves and HHS. These standards must adhere to ethics requirements adopted in rule, in addition to any ethics policy, or code of ethics approved by the HHSC Executive Commissioner and must be at least as restrictive as those applicable to HHS personnel in the applicable ethics law and policy provisions.

The standards of conduct must include the ten standards of ethical conduct set forth in Section I of the HHS Ethics Policy and requirements to comply with ethical standards set forth in federal and state law (including, but not limited to, 1 TAC Chapter 391, Subchapter D).

The standards of conduct, together with the responsibilities and restrictions incorporated herein, also apply to subcontractors of contractors, respondents and vendors.

Standards of conduct of any contractor, respondent or vendor may be reviewed and/or audited by the State Auditor and HHSC. Additionally, pursuant to 1 TAC 391.405(a), HHS may examine a respondent's standards of conduct in the evaluation of a bid, offer, proposal, quote, or other applicable expression of interest in a proposed purchase of goods or services.

Any vendor or contractor that violates a provision of 1 TAC Chapter 391, Subchapter D may be barred from receiving future contracts or have an existing contract canceled. Additionally, HHSC may report the vendor's actions to the Comptroller of Public Accounts for statewide debarment, or law enforcement.

**SECTION 9. DSHS CONTRACT ADMINISTRATION**

DSHS will designate a Contract Manager and provide the manager’s contact information to the Contractor upon contract award.

After award of any Contract resulting from this OE, all communications related to the Contract will be processed through the designated Contract Manager. Additional requirements apply to legal notices which must be provided to the HHS Chief Counsel as well as the designated Contract Manager.
SECTION 10. INSURANCE REQUIREMENTS

10.1. INSURANCE COVERAGE

For the duration of any Contract resulting from this OE, Applicant shall acquire insurance with financially sound and reputable independent insurers, in the type and amount customarily carried within the industry. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of Contract.

Contractor shall be responsible for ensuring its subcontractors are in compliance with all applicable insurance requirements.

SECTION 11. CONFIDENTIAL OR PROPRIETARY INFORMATION

11.1. PUBLIC INFORMATION ACT

Applicant Requirements Regarding Disclosure

Applications 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 HHSC to post certain contracts and Applications on HHSC’s website and to provide such information to the Legislative Budget Board for posting on its website.

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

a. Mark Original Application:
   (1) Mark the original Application, 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 Application that Applicant claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the original Application);

b. Certify in Original Application - HHS Solicitation Affirmations (attached as Exhibit A to this OE): certify, in the designated section of the HHS Solicitation Affirmations, Applicant’s confidential information assertion and the filing of its Public Information Act Copy; and
c. **Submit Public Information Act Copy of Application:** submit a separate “Public Information Act Copy” of the original Application (in addition to the original and all copies otherwise required under the provisions of this OE). 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 Applicant claims is exempt from public disclosure must be redacted; and
3. Applicant 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 Application as required in section a.(2), above. The only difference in required markings and information between the original Application and the “Public Information Act Copy” of the Application will be redactions - which can only be included in the “Public Information Act Copy.” There must be no redactions in the original Application.

By submitting an Application to this OE, Applicant agrees that, if Applicant does not mark the original Application, provide the required certification in the HHS Solicitation Affirmations, and submit the Public Information Act Copy, Applicant’s Application 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 HHSC’s and/or DSHS’s public website, and posted on the Legislative Budget Board’s website.

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

Applicant should not submit a Public Information Act Copy indicating that the entire Application is exempt from disclosure. Merely making a blanket claim that the entire Application 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 Application subject to release under the PIA.

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

DSHS will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this OE process, Applicant acknowledges that all information, documentation, and other materials submitted in the Application in response to this OE may be subject to public disclosure under the PIA. HHSC 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. Applicants 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. DSHS assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Applicants.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, 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). The Public Information Act Handbook may be accessed at: https://www.texasattorneygeneral.gov/open-government/members-public

11.2. APPLICANT WAIVER – INTELLECTUAL PROPERTY

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

SECTION 12. BINDING OFFER

All Applications should be responsive to the OE as issued or amended through written and posted Addenda, not with any assumption that DSHS will negotiate any or all terms, conditions, or provisions of the OE. Furthermore, all Applications constitute binding offers. Any Application that includes any type of disclaimer or other statement indicating that the Application submitted in response to this OE does not constitute a binding offer may be disqualified.

SECTION 13. REQUIRED APPLICATION DOCUMENTS
**All documents must be formatted with the following minimum guidelines:**

1. Times New Roman, 10 pt. font
2. Application limited to a maximum of 20 pages, excluding “Documentation Required for Submission” items 4-10 below.

**Documentation Required for Submission**

All documentation listed must be returned for a complete Application. Provide the documentation in the same sequence as outlined below by using the Item number(s) and title(s) as necessary.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1. | **Exhibit A – HHS Solicitation Affirmations** – Must be completed and signed.  
**Important Note:** Applications received without the signed Exhibit A will be disqualified. |
| 2. | **OE Addenda, if applicable** - signed |
| 3. | **Exhibit D - Federal Assurances and Certification** – Completed and signed |
| 4. | **Exhibit E – Federal Funding Accountability and Transparency Act (FFATA) Certification** – Completed and signed |
| 5. | **Exhibit F - Certification Regarding Lobbying** - Completed and signed |
| 6. | **Minimum Qualifications – Reference Section 7**  
**Required Experience:**  
Provide documentation that demonstrates Applicant’s FQHC designation by the Health Resources and Services Administration (HRSA).  
**Licensure or Accreditation**  
Provide current copies of all permits, licenses and/or certifications required by applicable lawn for the Applicant and all assigned personnel |
| 7. | **Organizational Chart and Key Personnel**  
Applicant shall provide an organizational chart for the key staff members who will be responsible for the performance of the services required under this OE. Include resumes and brief profiles for all key staff. The profiles and/or resumes shall include the first, middle name or initial, and last names for all key staff. |
8. **Executive Summary and Comprehensive Workplan (For All Objectives)**

- **Executive Summary:**
  Applicant shall submit a brief summary of its organizational experience as an FQHC, including examples of populations served during the COVID-19 pandemic.

- **Comprehensive Workplan:**
  Applicant shall submit a detailed description of its approach to meeting the objective requirements in the Statement of Services, reference Section 8.2 and any other requirements of this OE. The Workplan must present the Applicant’s approach, anticipated challenges, and proposal for overcoming any challenges.

- **Applicant Business Structure or Company Type:**
  Provide the entity type (e.g. Private, Non-Profit, State Agency, Local Government, etc.). If Corporation, provide State of Incorporation and filing number.

- **Former Employees of a Texas State Agency:**
  Applicant must provide the following information regarding individuals that formerly worked for any Texas state agency and now work for Applicant or any of Applicant’s subcontractors:
  - Name
  - Address
  - Phone Number
  - State agency for which previously worked
  - Dates of employment for each identified state agency

  Any additional information requested by DSHS regarding identified individuals must be provided by Applicant.

9. **Notice of Criminal Activity – Reference Section 8.6**

Provide confirmation that the Applicant, any person with ownership or controlling interest, their agent, employee, subcontractor or volunteer who will be providing the required services are not:

a. 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

b. 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 sex crime.

10. **Notice of Insolvency or Indebtedness – Reference Section 8.7**

Provide with the Application detailed written descriptions of any insolvency, incapacity, and outstanding unpaid obligations of Applicant owed to the Internal Revenue Service (IRS) or the State of Texas, or any agency or political subdivision of the State of Texas.
### 11. Exhibit G – DSHS Face Page Applicant Contact Information – Completed and signed

**Titles of personnel for contact information:**
- Person Authorized to Sign Contract
- Primary Contact for Questions Regarding Contract Management
- Financial Officer
- Accounts Payable
- Alternate Contact for Accounts Payable
- Alternate Contact for Contract Management

Provide this information for each contact listed above:
- Name and Title
- Mailing Address
- Phone Number
- Email Address

### 12. Insurance – Reference Section 10-Insurance Requirements

Applicant must provide proof of insurance or a statement of its intent to obtain and maintain for the term of the Contract (and any renewal periods or additional extensions) the minimum insurance coverage specified or, as applicable, any bonds required. Applicant should also describe other insurance coverage maintained in the ordinary course of business and provide proof of same in its Application.

DSHS may designate a deadline for submission of proof of required insurance. Failure to timely submit acceptable proof may result in DSHS revocation of the award.

### 13. Public Information Act Copy of Application, if applicable.

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### SECTION 14. APPLICATION SUBMISSION REQUIREMENTS

The Application must be submitted in accordance with this section and Section 13.

The complete Application must be submitted to:
DSHS Contract Management Section
Email: [FQHC_OE_Imm@dshs.texas.gov](mailto:FQHC_OE_Imm@dshs.texas.gov)

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements and ensuring timely receipt by DSHS.

**In no event will DSHS be responsible or liable for any delay or error in submission or delivery.**

The Application must be submitted by e-mail.
Applications submitted by facsimile, or any other method not specified in this OE, will NOT be accepted or considered.

14.1. E-MAIL SUBMISSION

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements, including, but not limited to, the Section 13, Required Application Documents and ensuring timely e-mail receipt by DSHS.

The Application, including all documentation outlined in Section 13, must be sent in its entirety in one or more e-mails.

In no event will DSHS be responsible or liable for any delay or error in delivery. Applications must be RECEIVED by DSHS before the OE period closes as identified in Schedule of Events, Section 1, or subsequent Addenda.

The e-mail subject line should contain the OE number, title as indicated on the cover page and number of e-mails if more than one (e.g., E-mail 1 of #, etc.). The Applicant is solely responsible for ensuring that Applicant’s complete electronic Application is sent to, and actually RECEIVED by DSHS at the proper destination server before the submission deadline.

The Application documentation must not be encrypted so as to prevent DSHS from opening the documents.

IMPORTANT NOTE: DSHS recommends a 10MB limit on each attachment. This may require Applicants to send multiple e-mails to DSHS at FOHC_OE_Imm@dshs.texas.gov to ensure all documentation contained in an Application is received.

All documents should be submitted in Microsoft office® formats (Word® and Excel®, as applicable) or in a form that may be read by Microsoft office® software. Any documents with signatures shall be submitted as an Adobe® portable document format (pdf) file. DSHS is not responsible for documents that cannot be read or converted. Unreadable applications may be, in DSHS’S sole discretion, rejected as nonresponsive.

Please be aware Internet Service Providers may limit file sizes on outgoing emails; therefore, it is recommended Applications not contain graphics, pictures, letterheads, etc., which consume a lot of space. These typically include *.tif/*.tiff, *.gif, & *.bmp file extensions, but may use others, as well. DSHS’s firewall virus protection runs at all times, so during times of new active virus alerts, incoming traffic may be delayed while virus software scans emails with attachments. DSHS takes no responsibility for e-mailed Applications that are captured, blocked,
filtered, quarantined or otherwise prevented from reaching the proper destination server by any DSHS anti-virus or other security software.

Applicants may email the Point of Contact, Section 4.1 to request confirmation of receipt.

### 14.2. Receipt of Application

All Applications become the property of DSHS upon receipt and will not be returned to Applicants.

DSHS will NOT be held responsible for any Application that is mishandled by the Applicant, any Applicant’s delivery or mail service or for Applications sent by e-mail that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any DSHS anti-virus or other security software.

Applications received after the OE Period closes will not be considered.

### SECTION 15. Screening of Applications

Neither issuance of this OE nor retention of Applications constitutes a commitment on the part of DSHS to award a Contract. DSHS maintains the right to reject any or all Applications and to cancel this OE if DSHS, in its sole discretion, considers it to be in the best interests of DSHS to do so.

Submission and retention of Applications by DSHS confers no legal rights upon any Applicant.

DSHS reserves the right to select qualified Applicants to this OE with or without discussion of the Applications with Applicants. It is understood by Applicant that all Applications, contracts, and related documents are subject to the Texas Public Information Act.

#### 15.1. Initial Screening of Applications

An initial screening of Applications will be conducted by DSHS to determine which Applications are deemed to be responsive and qualified for further consideration for award. This screening includes a review to determine that each Applicant meets the minimum requirements, qualifications and each Application includes all required documentation.

DSHS reserves the right to:
a. Ask questions or request clarification from any Applicant at any time during the OE and screening process, and
b. Conduct studies and other investigations as necessary to evaluate any Application.

**Informalities:**
DSHS reserves the right to waive minor informalities in an Application. A "minor informality" is an omission or error that, in DSHS’s determination if waived or modified when screening Applications, would not give an Applicant an unfair advantage over other Applicants or result in a material change in the Application or OE requirements.

DSHS, at its sole discretion, may give an Applicant the opportunity to submit missing information or make corrections. The missing information or corrections must be submitted to the Point of Contact e-mail address in Section 4.1 by the deadline set by DSHS. Failure to respond before the deadline may result in DSHS’ rejecting the Application and the Applicant not being considered for award.

Note: Any disqualifying factor set forth in this OE does not constitute an informality (e.g., Exhibit A, HHS Solicitation Affirmations, which must be signed and submitted with the Application).

**15.2. Verification of Past Vendor Performance**

DSHS reserves the right to conduct studies and other investigations as necessary to evaluate any Application. By submitting an Application, the Applicant generally releases from liability and waives all claims against any party providing information about the Applicant at the request of DSHS.

Applicants may be rejected as a result of unsatisfactory past performance under any contract(s) as reflected in vendor performance reports, reference checks, or other sources.

An Applicant’s past performance may be considered in the initial screening process and prior to making an award determination.

Reasons for which an Applicant may be denied a contract include but are not limited to:

a. Applicant has an unfavorable report or grade on the CPA Vendor Performance Tracking System (VPTS).
   VPTS may be accessed at:
   https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/
   OR,

b. Applicant is currently under a corrective action plan through DSHS, OR,
c. Applicant has had repeated, negative vendor performance reports for the same reason, OR,

d. Applicant has a record of repeated non-responsiveness to vendor performance issues, OR,

e. Applicant has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or sub-standard performance.

In addition, DSHS may examine other sources of vendor performance which may include information provided by any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government.

The performance information may include, but is not limited to:
- Notices of termination,
- Cure notices,
- Assessments of liquidated damages,
- Litigation,
- Audit reports, and
- Non-renewals of contracts.

Further, DSHS, at its sole discretion, may initiate investigations or examinations of vendor performance based upon media reports. Any negative findings, as determined by DSHS in its sole discretion, may result in DSHS’s removing the Applicant from further consideration for award.

SECTION 16. AWARD PROCESS

16.1. CONTRACT AWARD AND EXECUTION

DSHS, at its sole discretion, reserves the right to cancel this OE at any time or decline to award any contracts as a result of this OE.

DSHS intends to award one or more contracts as a result of this OE.

All awards are contingent upon approval of the DSHS Commissioner or the DSHS Commissioner’s designee.

16.2. COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS

16.2.1. REQUIRED PRE-AWARD VERIFICATIONS
In addition to the initial screening process, the following verification checks are required to be conducted for each Applicant to determine compliance for participating in State contracts.

The Applicant’s Legal Name and, if applicable, Assumed Business Name (D.B.A.) will be used to conduct these checks.

Applicants found to be barred, prohibited, or otherwise excluded from contract award will be disqualified from further consideration.

A. State of Texas Debarment

Must not be debarred from doing business with the State of Texas through the Comptroller of Public Accounts (CPA):

B. System of Award Management (SAM) Exclusions List - Federal

Must not be excluded from contract participation at the federal level. This verification is conducted through SAM, official website of the U.S. Government which may be accessed at this link:

Note: If the link does not work, copy/paste the link into browser bar.

C. Divestment Statute Lists

Must not be listed on the Divestment Statute Lists provided by CPA which may be accessed at:
https://comptroller.texas.gov/purchasing/publications/divestment.php
1. Companies that boycott Israel;
2. Scrutinized Companies with Ties to Sudan;
3. Scrutinized Companies with Ties to Iran;
4. Designated Foreign Terrorist Organizations; and
5. Scrutinized Companies with Ties to Foreign Terrorist Organizations.

D. HHS Office of Inspector General

Must not be listed on the HHS Office of Inspector General Texas Exclusions List for people or businesses excluded from participating as provider: https://oig.hhsc.texas.gov/exclusions
E. U.S. Department of Health and Human Services

Must not be listed on the U.S. Department of Health and Human Services Office of Inspector General’s List of Excluded Individuals/Entities (LEIE), excluded participation as provider, unless a valid waiver is currently in effect: [https://exclusions.oig.hhs.gov/](https://exclusions.oig.hhs.gov/)

16.2.2. ADDITIONAL REQUIRED PRE-AWARD VERIFICATIONS

After the checks performed in Section 15.2.1, the following verifications will be conducted for each Applicant. The verifications will be based on the legal name and, if applicable, the Assumed Business Name (D.B.A.), and/or the Secretary of State (SOS) charter number, the Federal ID or Texas Payee ID numbers, or the CPA Franchise Tax number provided, as applicable, on Exhibit A, HHS Solicitation Affirmations.

The results of the checks below will be used to further consider an Applicant for award and may result in disqualification.

A. Texas Franchise Tax Status

The Texas franchise tax is a privilege tax imposed on each taxable entity formed or organized in Texas or doing business in Texas. Although not all entities are required to file or pay franchise taxes, DSHS will process a search of the Applicant through the CPA Franchise Tax system to verify the Applicant is in good standing.

Franchise tax checks may reveal as to applicable entities (1) debts or delinquencies owed to the state (implicating contracting limitations) and (2) forfeiture of the right to transact business in Texas.

B. Texas Warrant Hold Status

The check for warrant holds through the CPA is required to determine if an Applicant is on hold for any reason. [Texas Government Code Section 2252.903](https://www.chapter2.com/) requires agencies to verify the warrant hold status no earlier than the seventh day before and no later than the day of contract execution for transactions involving a written contract. In accordance with Section 3.3 of Exhibit B, HHS Uniform Terms and Conditions - Grant, payments under any contract resulting from this OE will be applied directly toward eliminating the Applicant’s debt or delinquency regardless of when it arises.

C. Texas Secretary of State
Must be registered, if required by law, with the Texas Secretary of State as a public or private entity eligible to do business in Texas:  
https://direct.sos.state.tx.us/acct/acct-login.asp

SECTION 17. LIST OF EXHIBITS

The following documents are attached to this OE, and their terms are hereby incorporated into any Contract awarded as a result of this OE:

Exhibit A – HHS Solicitation Affirmations v. 2.3 (May 2022)  
Exhibit B – HHS Uniform Terms and Conditions – Grant v. 3.2 (July 2022)  
Exhibit C – HHS Additional Provisions – Grant Funding v. 1.0  
Exhibit D – Federal Assurances and Certifications  
Exhibit E – Federal Funding Accountability and Transparency Act (FFATA) Certification  
Exhibit F – Certification Regarding Lobbying  
Exhibit G – DSHS Face Page  
Exhibit H – Budget, Project Reports and Deliverables  
Exhibit I - HHS Covered Entity Privacy, Security, and Breach Notification Terms

SECTION 18. GRANT INFORMATION

This Texas Immunizations and Vaccines for Children program is supported by the National Center for Immunization and Respiratory Diseases (NCIRD), Centers for Disease Control and Prevention (CDC) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling $521,285,592 with 100 percent funded by NCIRD/CDC/HHS. The contents of this document are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by NCIRD/CDC/HHS, or the U.S. Government. For more information, please visit https://www.cdc.gov.