

**SIGNATURE DOCUMENT FOR
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
GRANT AGREEMENT
CONTRACT NO. HHS001545100029
UNDER THE
HEALTHY TEXAS WOMEN PROGRAM - COST REIMBURSEMENT**

The parties to this agreement are the Health and Human Services Commission (“HHSC” or “System Agency”), a pass-through entity, and City of Laredo (“Grantee”) (each a “Party” and collectively the “Parties”). The Parties enter into the following grant contract to provide funding for the Healthy Texas Women Program - Cost Reimbursement (the “Grant Agreement” or the “Contract”).

I. PURPOSE

The purpose of this Grant Agreement is to provide a continuum of care through an array of women’s health and family planning-related services, including Healthy Texas Women (HTW). Through the HTW Cost Reimbursement program, HHSC provides cost reimbursement for support services important to maintaining the HTW program and enhancing HTW direct care services.

II. LEGAL AUTHORITY

This Grant Agreement is authorized under and in compliance with the provisions of the Texas Administrative Code (TAC), Title 1, Part 15, Chapter 382, Subchapter A. State funds for this Grant Project are authorized under the 2026-27 General Appropriations Act, Senate Bill 1, Texas Legislature, Regular Session, 2025.

III. DURATION

This Grant Agreement is effective on September 1, 2025, and expires on August 31, 2030, unless sooner terminated or extended.

Notwithstanding the limitation in the preceding paragraph and with at least 30 calendar days’ advance written notice to Grantee, at the end of the initial term or any renewal period, System Agency, at its sole discretion, may extend this Grant Agreement as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State for up to 6 months, in one-month intervals, at the then-current contract rate or rates (if applicable) as modified during the term of the Grant Agreement.

IV. STATEMENT OF WORK

The RFA, including all addenda, is incorporated into and made a part of this Grant Agreement for all purposes and included as **Attachment A**.

V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed **\$1,514,400.00**, which is equally allocated for each year over the five year grant period.

Indirect Cost Rate: The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within the approved budget workbook and the Indirect Cost Rate Acknowledgement Letter is attached to this Contract and incorporated as **ATTACHMENT J**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

VI. NOTICE TO PROCEED

Grantee will be reimbursed as authorized by HHSC in each of its Notice(s) to Proceed ("NTP"). With respect to any NTP, the reimbursement amount shall not exceed the budget amount set forth in the NTP. The budget amount(s) set forth in any NTP issued under Article VI shall automatically be incorporated herein in accordance with the terms and conditions of this Grant Agreement.

No expenses may be incurred, and no work may begin for a state fiscal year, until HHSC issues a written Notice to Proceed to the Grantee for that state fiscal year authorizing and approving the categorical budget.

Prior to the issuance of the NTP to Grantee, HHSC will contact Grantee to request a categorical budget to provide necessary services. The issuance of the NTP will be dependent on the HHSC's receipt and approval of the categorical budget proposed by Grantee. HHSC may send the NTP to the Grantee by regular mail, electronic mail, or facsimile transmission. A NTP template is included as **ATTACHMENT K, NOTICE TO PROCEED TEMPLATE**.

VII. REPORTING REQUIREMENTS

Grantee shall submit the following reports to the designated email or mailing address identified on report forms or as otherwise directed by HHSC:

REPORT	FREQUENCY	DUE DATE
Financial Status Report (FSR)	Quarterly Q1: September 1– November 30 Q2: December 1 – February 28/29 Q3: March 1 – May 31	Within 30 calendar days after the end of each quarter. Final FSR due within forty-five (45) calendar days after the end of the Grant Period.

	Q4: June 1 – August 31 (Final)	
Patient Navigator Quarterly Performance Report	Quarterly Q1: September 1– November 30 Q2: December 1 – February 28/29 Q3: March 1 – May 31 Q4: June 1 – August 31	Within 30 calendar days after the end of each quarter.
Voucher packet and supporting documentation	Monthly	The last business day of the month following the month in which expenses were incurred or services provided. The final voucher is due 45 calendar days after the end of the Grant Period. The final voucher is due 45 calendar days after the end of the Grant Period.
Promotion and Outreach Surveys	Twice annually	Fifteen (15) calendar days after the end of the reporting period, as outlined in the Program Policy Manual.

VIII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

System Agency

Zali Cross
Health and Human Services Commission
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751
zali.cross@hhs.texas.gov

Grantee

Joseph W.Neeb
City of Laredo
1110 Houston St. Laredo
Webb, TX 78040-8019
jneeb@ci.laredo.tx.us

IX. NOTICE REQUIREMENTS

- A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
- B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

- C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
- D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

X. ELIGIBLE POPULATION AND SERVICE DELIVERY AREA(S)

- A. Grantee shall provide services to the number of unduplicated clients as outlined in the Notice to Proceed (NTP). HHSC may reduce the Grantee's grant award amount if, based on HHSC review, it is determined that Grantee cannot serve the minimum number of clients.
- B. Grantee shall provide services to clients residing in the following county(ies):

Webb (11)

- C. All requests for changes in service area or approved clinics must be approved in writing by HHSC before implementation. HHSC reserves the right to negotiate the geographic boundaries of service areas awarded.

XI. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes. Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other contract documents.

ATTACHMENT A – STATEMENT OF WORK
ATTACHMENT B – HEALTHY TEXAS WOMEN CR BUDGET PROCEDURES
ATTACHMENT C – CONTRACT AFFIRMATIONS- v. 2.5
ATTACHMENT D – UNIFORM TERMS AND CONDITIONS – GRANT v. 3.5
ATTACHMENT E – DATA USE AGREEMENT
ATTACHMENT F – ASSURANCES – NON-CONSTRUCTION PROGRAMS
ATTACHMENT G – CERTIFICATION REGARDING LOBBYING
ATTACHMENT H – RFA No. HHS0015451 AND ADDENDA
ATTACHMENT I – GRANTEE'S RESPONSE TO RFA No. HHS0015451
ATTACHMENT J – INDIRECT COST RATE ACKNOWLEDGEMENT LETTER
ATTACHMENT K – NOTICE TO PROCEED TEMPLATE

XII. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR HHSC GRANT AGREEMENT,
CONTRACT NO. HHS001545100029**

**HEALTH AND HUMAN SERVICES
COMMISSION**

CITY OF LAREDO

Signature

Signature

Printed Name:_____

Printed Name: _____

Title: _____

Title: _____

Date of Execution: _____

Date of Execution: _____

Attachment A

Statement of Work

Healthy Texas Women Cost Reimbursement Program

I. Program Purpose

HHSC provides a continuum of care through an array of women’s health and family planning-related services, including Healthy Texas Women. Through Healthy Texas Women (HTW) Cost Reimbursement (HTW CR), HHSC provides reimbursement for support services important to maintaining the HTW program and enhancing HTW direct care services.

II. Grantee Responsibilities

A. Grantee must:

1. Ensure compliance with all state and federal statutes and regulations and System Agency rules, policies, procedures, and guidelines governing the Program, included but not limited to, [Texas Administrative Code \(TAC\), Title 1, Part 15, Chapter 382, Subchapter A, §382.1 -§382.29](#) and the *Texas Medicaid Provider Procedures Manual (TMPPM)*. The foregoing rules in TAC Title 1 as they relate to the Program may be further modified and revised within their existing title during the term of the Grant Agreement. In the event of such modifications or revision, Grantee shall be required to comply with said rules.
2. Comply with all requirements under the Texas Grant Management Standards (“TxGMS”), currently available online at: [Grant Management \(texas.gov\)](http://www.texas.gov). The Texas Comptroller of Public Accounts (“CPA”), from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting CPA when Grantee cannot access the online materials to request the updated link. Grantee is always responsible for complying with the TxGMS, including any revisions to the standards during the Contract term.
3. Ensure compliance at all times with the current HTW CR Program Policy Manual available online at: [Healthy Texas Women Cost Reimbursement Manual](#). The provisions of the Program Policy Manual may be further modified and revised within their existing title during the term of the Grant Agreement. In the event of such modifications or revisions, Grantee shall be required to comply with said rules.
4. Maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications of this Grant Agreement are met.

III. Program Requirements

- A. To meet the mission and objective of grant funds awarded under this Grant Agreement, HTW CR funding must be used for support services that enhance services provided by

the Grantee to a Client under the HTW fee-for-service (FFS) program. Funds for support services may be used for:

1. Assisting eligible women with enrollment into the HTW FFS program;
2. Administrative support staff;
3. Staff development and training related to direct service delivery of the HTW FFS program;
4. Engaging in promotion and outreach activities related to the HTW FFS program, in accordance with an annual Grantee-developed promotion and outreach plan;
5. Basic infrastructure including but not limited to rent and utilities to support the delivery of services through HTW FFS; and
6. Direct clinical care for women screened as eligible for HTW FFS, while awaiting a full determination of eligibility from HHSC, and whose eligibility is ultimately denied and are not eligible for any other System Agency-administered programs for which the Grantee holds a Grant Agreement.

- B. Grantees with System Agency-funded patient navigators must perform functions outlined in the HTW-CR Program Policy manual to facilitate and expedite access to the HTW FFS program.

IV. Performance Measures

- A. All services and deliverables under the Grant Agreement shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.
- B. Grantees with System Agency-funded Patient Navigators will be expected to report quarterly on the following measures:
1. Total number of active System Agency-funded Patient Navigators;
 2. Total number of unduplicated individuals screened for any program offered at the clinic location by any staff person. This is not limited to System Agency-administered programs;
 3. Total number of unduplicated individuals screened and served by the System Agency-funded Patient Navigator(s);
 4. Total number of unduplicated individuals screened and served by the System Agency-funded Patient Navigator(s) lost to follow up or refusal of services;
 5. Total number of unduplicated individuals served by the System Agency-funded Patient Navigator who are successfully navigated to Medicaid, HTW, Family Planning Program (FPP), Primary Health Care (PHC), and Breast and Cervical Cancer Services (BCCS); and

6. Total number of Non-Medical Service Needs identified by System Agency-funded Patient Navigators.

C. Completion of promotion and outreach surveys administered twice annually.

V. Personnel Standards and Requirements

A. Grantee must:

1. Maintain qualified staff in accordance with Program rules and the requirements established in the Program Policy Manual.
2. Have an organizational structure and related management systems that provide oversight and lines of authority appropriate for the size and scope of the Grantee organization.
3. Have current job descriptions for positions that will be fully or partially funded by this Grant, as well as key positions providing oversight to the administration and operations related to this Grant.
4. Notify in writing and provide updated contact information to System Agency of changes in CEO, CFO, program director or program manager within thirty (30) calendar days of change, whether funded under this contract or not. Grantee must notify in writing and provide updated contact information to System Agency of changes to any grant-funded positions.
5. Provide System Agency in writing the contact information for any HTW CR-funded Patient Navigator(s) within 30 days of hire date.
6. Provide staff training and development to System Agency-funded Patient Navigators in the screening of Clients for Medicaid, HTW, FPP, PHC, and BCCS, in the administration of the System Agency approved non-medical service needs assessment, and in the coordination of referrals for non-medical service needs.
7. Ensure the Patient Navigator(s), or another representative of the Grantee, attends a mandatory monthly learning community meeting facilitated by the System Agency to ensure continued development and sharing of promising practices.

VI. Administrative Policies

A. To be reimbursed under this contract, Grantees must:

1. Submit monthly vouchers for expenses outlined in the System Agency-approved budget. Supporting documentation must be submitted with each voucher. Supporting documentation includes the timely submission of quarterly performance measures reports in addition to a detailed general ledger supporting expenditures.
2. Meet all requirements as an HTW FFS provider, including being a Medicaid (Title XIX) provider in accordance with [1 TAC §352](#) and meeting all other eligibility requirements outlined in the TMPPM, and in the Program Policy Manual.
3. Expend grant funds within the current state fiscal year. Rollover of unexpended funds to the succeeding state fiscal years will not be allowed. Cost reimbursement awards

- may not exceed a 1:3 ratio with Grantee's HTW fee-for-service payments for the Grant period. Grantee compliance will be assessed biannually.
4. Not expend more than five (5) percent of the payments received under a Grant Agreement for expenses related to performing administrative functions derived from subcontracting the terms of the Contract. Upon review each quarter, Grantees that have exceeded the five percent threshold will be asked to remit payment to System Agency for the amount over.
 5. System Agency, in its sole discretion, may approve fund transfers between categories upon Grantee's written request that must include a detailed explanation that supports the need for the fund transfer. Grantee must seek System Agency's written approval prior to making any fund transfers.

VII. Reimbursement and Invoicing Process

A. Grantee must:

1. Finance upfront operational costs and request reimbursement from System Agency for costs incurred.
2. System Agency will reimburse Grantee for all charges determined and invoiced in accordance with terms and conditions of this Grant Agreement. All payments by System Agency under this Grant Agreement will be made in accordance with "Texas Prompt Payment Act," Chapter 2251 of the Texas Government Code.
3. Properly submit the monthly voucher packet and supporting documentation as defined in Section VI by the last business day of the month following service, using the monthly voucher packet received from System Agency for expenses outlined in the HHSC approved cost reimbursement budget.
4. Grantee must submit vouchers and supporting documentation to System Agency for review and concurrence in a secure, non-alterable electronic format to the email address on the monthly voucher packet with the Grantee's full name, month and year of invoice in the subject line. Upon concurrence, System Agency will submit the Voucher Packet to Accounts Payable.
5. All services shall be performed to the satisfaction of System Agency. System Agency shall not be liable for any payment for services that System Agency deems unsatisfactory, that fail to adhere to the terms of this Grant Agreement, or that have not been approved by System Agency.
6. May not deny a service due to client's inability to pay in accordance with 1 TAC Section 382.21.
7. Comply with System Agency's rules, policies, Contract provisions, and applicable instruction manuals regarding the collection and timely submission of complete and accurate data.

VIII. Required Reports

- ### **A. Grantees must submit the following reports by the noted due dates:**

Report Title	Submission Frequency	Due Date
Voucher packet and supporting documentation	Monthly	The last business day of the month following the month in which expenses were incurred or services provided. The final voucher is due 45 calendar days after the end of each state fiscal year.
Financial Status Report (FSR)	Quarterly Q1: September 1–November 30 Q2: December 1 – February 28/29 Q3: March 1 – May 31 Q4: June 1 – August 31 (Final)	Within 30 calendar days after the end of each quarter. Final FSR due within forty-five (45) calendar days after the end of the Grant Term.
Patient Navigator Quarterly Performance Report	Quarterly Q1: September 1–November 30 Q2: December 1 – February 28/29 Q3: March 1 – May 31 Q4: June 1 – August 31	Within 30 calendar days after the end of each quarter.
Promotion and Outreach Surveys	Twice annually	Fifteen (15) calendar days after the end of the reporting period, as outlined in the Program Policy Manual.

- B. Grantee shall provide all applicable reports in the format and manner specified by System Agency in an accurate, complete, and timely manner and shall maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports or other requested information may result in System Agency, in its sole discretion, placing the Grantee on financial hold without first requiring a corrective action plan in addition to pursuing any other corrective or remedial actions under the Grant Agreement.

IX. Monitoring

- A. System Agency will actively monitor Grantee's performance under this Grant Agreement including, but not limited to, the requirements as set forth in Attachment A to this Grant Agreement. All services and deliverables under the Grant Agreement shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.
- B. System Agency will monitor Grantee's performance measure activity. If the number of unduplicated clients served by the Patient Navigators is less than that projected in Grantee's final approved Application, Grantee's funding award may be subject to a decrease for the remainder of the Contract year.
- C. Unless otherwise specified in this Statement of Work, if Grantee cannot complete or otherwise comply with a requirement included in this Statement of Work, HHSC, at its sole discretion, may impose remedies or sanctions outlined under **Contract Attachment D, Uniform Terms and Conditions.**

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Attachment B
Healthy Texas Women CR
Budget Procedures

- A. Funding Source: State General Revenue
- B. Grantee must comply with the following Grant requirements, located at System Agency's website, <https://hhs.texas.gov/doing-business-hhs/grants>, and the Texas Grant Management Standards.
- C. Cost Reimbursement Budget:
 - 1. Grantee's approved cost reimbursement budget documents all approved and allowable expenditures.
 - 2. Grantee shall only utilize the funding for approved and allowable costs.
 - 3. If needed, Grantee may revise the System Agency-approved cost reimbursement budget. Revision requirements are as follows:
 - a) System Agency, in its sole discretion, may approve fund transfers between budget categories upon Grantee's written request submitted to the System Agency-assigned contract manager. Written requests must include a detailed explanation that supports the need for the revisions to the approved cost reimbursement budget. Grantee's budget revision is not authorized, and funds cannot be utilized unless approved by System Agency.
- D. Billing Instructions:
 - 1. All Contract costs must be individually identifiable, verifiable, and necessary to satisfy the requirements of this Contract.
 - 2. Grantee shall provide the services and deliverables described in this Contract in the time and manner prescribed.
 - 3. Grantee shall maintain, and produce for System Agency, accounting records that adequately identify and support all costs incurred in the performance of this Contract.

HEALTH AND HUMAN SERVICES
Contract Number HHS001545100029
Attachment C **CONTRACT AFFIRMATIONS**

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

- 1.** Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

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

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

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

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

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

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

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

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

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

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

54. False Representation

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

55. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

56. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

57. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

58. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

59. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

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

City of Laredo

Legal Name of Contractor

City of Laredo Public Health Department

Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)

N/A

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative

Richard A. Chamberlain

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

2600 Cedar Ave.

Physical Street Address

Date Signed

Health Director

Title of Authorized Representative

Laredo, TX 78040

City, State, Zip Code

Mailing Address, if different

956-795-4918

Phone Number

City, State, Zip Code

956-726-2632

Fax Number

618150460

Email Address

74-6001573

Federal Employer Identification Number

N/A

DUNS Number

17460015732021

Texas Identification Number (TIN)

N/A

Texas Franchise Tax Number

HWX7C56NNUV1

SAM.gov Unique Entity Identifier (UEI)

Texas Secretary of State Filing
Number

ATTACHMENT D



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

ATTACHMENT D

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

ATTACHMENT D

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS..... 6

1.1 DEFINITIONS 6

1.2 INTERPRETIVE PROVISIONS..... 7

ARTICLE II. PAYMENT PROVISIONS..... 8

2.1 PROMPT PAYMENT..... 8

2.2 TAXES 8

2.3 ANCILLARY AND TRAVEL EXPENSES 8

2.4 BILLING 9

2.5 USE OF FUNDS 9

2.6 USE FOR MATCH PROHIBITED..... 9

2.7 PROGRAM INCOME 9

2.8 NONSUPPLANTING..... 9

2.9 INDIRECT COST RATES..... 9

ARTICLE III. STATE AND FEDERAL FUNDING 10

3.1 EXCESS OBLIGATIONS PROHIBITED..... 10

3.2 NO DEBT AGAINST THE STATE..... 10

3.3 DEBTS AND DELINQUENCIES 10

3.4 REFUNDS AND OVERPAYMENTS 10

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS..... 10

4.1 ALLOWABLE COSTS..... 10

4.2 AUDITS AND FINANCIAL STATEMENTS..... 11

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS 12

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS..... 12

5.1 WARRANTY 12

5.2 GENERAL AFFIRMATIONS..... 12

5.3 FEDERAL ASSURANCES..... 12

5.4 FEDERAL CERTIFICATIONS 12

5.5 STATE ASSURANCES..... 13

ARTICLE VI. INTELLECTUAL PROPERTY..... 13

6.1 OWNERSHIP OF WORK PRODUCT..... 13

6.2 GRANTEE’S PRE-EXISTING WORKS..... 13

6.3 THIRD PARTY IP 14

ATTACHMENT D

6.4	AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS	14
6.5	DELIVERY UPON TERMINATION OR EXPIRATION	14
6.6	SURVIVAL	14
6.7	SYSTEM AGENCY DATA	14
ARTICLE VII. PROPERTY		15
7.1	USE OF STATE PROPERTY.....	15
7.2	DAMAGE TO STATE PROPERTY	15
7.3	PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT	16
7.4	EQUIPMENT AND PROPERTY.....	16
ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY.....		16
8.1	RECORD MAINTENANCE AND RETENTION.....	16
8.2	AGENCY’S RIGHT TO AUDIT.....	16
8.3	RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS	17
8.4	STATE AUDITOR’S RIGHT TO AUDIT.....	17
8.5	CONFIDENTIALITY	18
ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES.....		18
9.1	REMEDIES.....	18
9.2	TERMINATION FOR CONVENIENCE	18
9.3	TERMINATION FOR CAUSE	19
9.4	GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY’S TERMINATION COSTS....	19
9.5	INHERENTLY RELIGIOUS ACTIVITIES	19
9.6	POLITICAL ACTIVITIES.....	19
ARTICLE X. INDEMNITY		20
10.1	GENERAL INDEMNITY.....	20
10.2	INTELLECTUAL PROPERTY	20
10.3	ADDITIONAL INDEMNITY PROVISIONS	21
ARTICLE XI. GENERAL PROVISIONS.....		21
11.1	AMENDMENTS	21
11.2	NO QUANTITY GUARANTEES.....	21
11.3	CHILD ABUSE REPORTING REQUIREMENTS	21
11.4	CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS	21
11.5	INSURANCE AND BONDS	22

ATTACHMENT D

11.6 LIMITATION ON AUTHORITY 22

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS 23

11.8 SUBCONTRACTORS 23

11.9 PERMITTING AND LICENSURE 23

11.10 INDEPENDENT CONTRACTOR 23

11.11 GOVERNING LAW AND VENUE 23

11.12 SEVERABILITY..... 24

11.13 SURVIVABILITY 24

11.14 FORCE MAJEURE 24

11.15 NO IMPLIED WAIVER OF PROVISIONS 24

11.16 FUNDING DISCLAIMERS AND LABELING 24

11.17 MEDIA RELEASES 25

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS 25

11.19 SOVEREIGN IMMUNITY 25

11.20 ENTIRE CONTRACT AND MODIFICATION..... 25

11.21 COUNTERPARTS 25

11.22 PROPER AUTHORITY..... 26

11.23 E-VERIFY PROGRAM 26

11.24 CIVIL RIGHTS..... 26

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS 27

11.26 DISCLOSURE OF LITIGATION..... 27

11.27 NO THIRD PARTY BENEFICIARIES 27

11.28 BINDING EFFECT..... 27

ATTACHMENT D

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS**1.1 DEFINITIONS**

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

“[Contract](#)” or “[Grant Agreement](#)” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“[Deliverables](#)” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“[DSHS](#)” means the Department of State Health Services.

“[Effective Date](#)” means the date on which the Grant Agreement takes effect.

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

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“[HHSC](#)” means the Texas Health and Human Services Commission.

“[Health and Human Services](#)” or “[HHS](#)” includes HHSC and DSHS.

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

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

“[Parties](#)” means the System Agency and Grantee, collectively.

“[Party](#)” means either the System Agency or Grantee, individually.

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

ATTACHMENT D

“[Signature Document](#)” means the document executed by all Parties for this Grant Agreement.

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

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

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

“[State of Texas Textravel](#)” means the Texas Comptroller of Public Accounts’ website relative to travel reimbursements under this Contract, if any.

“[Statement of Work](#)” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

“[System Agency](#)” means HHSC or DSHS, as applicable.

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

“[Texas Grant Management Standards](#)” or “[TxGMS](#)” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

ATTACHMENT D

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).
 No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller’s *Texttravel* guidelines, which can currently be accessed at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/>

ATTACHMENT D

2.4 BILLING

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

2.5 USE OF FUNDS

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

2.6 USE FOR MATCH PROHIBITED

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

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ATTACHMENT D**ARTICLE III. STATE AND FEDERAL FUNDING****3.1 EXCESS OBLIGATIONS PROHIBITED**

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBTS AND DELINQUENCIES

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

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS**4.1 ALLOWABLE COSTS**

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

ATTACHMENT D

criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.
- ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.
- iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least \$750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least \$1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iv. If Grantee, within Grantee's fiscal year, expends at least \$750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
- v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
- vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

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

ATTACHMENT D

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS**A. Audits.**

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**5.1 WARRANTY**

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

ATTACHMENT D

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY**6.1 OWNERSHIP OF WORK PRODUCT**

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

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

ATTACHMENT D

- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

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

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

ATTACHMENT D

- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

ATTACHMENT D

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

ATTACHMENT D

providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
- E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
- C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

ATTACHMENT D

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
- i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
 - ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

ATTACHMENT D

9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:
- i. Material Breach**
The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.
 - ii. Failure to Maintain Financial Viability**
The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.
- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

ATTACHMENT D

- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. **GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**
- B. **THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. **FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.**

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. **THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
- ii. **ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. **SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

ATTACHMENT D

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. GENERAL PROVISIONS**11.1 AMENDMENTS**

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.**
- B. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.**

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

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

ATTACHMENT D

- i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
 - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

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

11.6 LIMITATION ON AUTHORITY

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or

ATTACHMENT D

the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

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

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

ATTACHMENT D

arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

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

11.14 FORCE MAJEURE

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

11.15 NO IMPLIED WAIVER OF PROVISIONS

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

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

ATTACHMENT D

- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

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

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

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

11.21 COUNTERPARTS

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

ATTACHMENT D

11.22 PROPER AUTHORITY

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

11.23 E-VERIFY PROGRAM

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

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

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

ATTACHMENT D

- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
 701 W. 51st Street, Mail Code W206
 Austin, Texas 78751
 Phone Toll Free: (888) 388-6332
 Phone: (512) 438-4313
 Fax: (512) 438-5885
 Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

ATTACHMENT E

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement (“DUA”) is effective as of the date of the Base Contract into which it is incorporated (“Effective Date”), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services (“HHS”) and Contractor (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor’s rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS’s remedies in the event of Contractor’s noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as “business associate” is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

“**Authorized Purpose**” means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“**Breach**” means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this

ATTACHMENT E

DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Destroy”, “Destruction”, for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

“Discover, Discovery” means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

“Legally Authorized Representative” of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

“Required by Law” means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

ATTACHMENT E

“Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

“Workforce” means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION**Section 3.01 Obligations of Contractor**

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor

ATTACHMENT E

shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's

ATTACHMENT E

security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose:***

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

ATTACHMENT E

- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code, Chapter 521;
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

- (a) Disclosure is Required by Law;
- (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
 1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
 2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
 3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

- (1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.
- (2) Engage in prohibited marketing or sale of Confidential Information.
- (3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ATTACHMENT E

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**Section 4.01. Cooperation and Financial Responsibility.**

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information ***obtained from a federal system of records***, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing.*** Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

- a. The date the Breach occurred;

- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including

ATTACHMENT E

Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.
- (C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.
- (D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

- (A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.
- (B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.
- (C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

ATTACHMENT E

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS**Section 5.01 Ownership of Confidential Information**

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

ATTACHMENT E

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

ATTACHMENT E

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

ATTACHMENT E

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **202** .

DATE: _____

ATTACHMENT E

**Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]**



TEXAS
Health and Human
Services

Texas HHS System - Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.	☒ Yes ☐ No		
2. Entity or Applicant/Bidder Legal Name	Legal Name: City of Laredo Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 1573 Procurement/Contract#: _____ Address: 2600 Cedar Ave. City: Laredo State: TX ZIP: 78040 Telephone #: 956-795-4918 Email Address: rchamberla@ci.laredo.tx.us		
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 7		
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0		
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	<table border="1"> <tr> <td data-bbox="813 1377 1572 1682"> A. Security Official: Legal Name: Joe Rivera Address: 1102 Bob Bullock Loop City: Laredo State: TX ZIP: 78043 Telephone #: 956-727-6524 Email Address: _____ </td> </tr> <tr> <td data-bbox="813 1682 1572 1974"> B. Privacy Official: Legal Name: Luis T. Cerda Address: 2600 Cedar Ave. City: Laredo State: TX ZIP: 78040 Telephone #: 956-727-6977 Email Address: lcerda@ci.laredo.tx.us </td> </tr> </table>	A. Security Official: Legal Name: Joe Rivera Address: 1102 Bob Bullock Loop City: Laredo State: TX ZIP: 78043 Telephone #: 956-727-6524 Email Address: _____	B. Privacy Official: Legal Name: Luis T. Cerda Address: 2600 Cedar Ave. City: Laredo State: TX ZIP: 78040 Telephone #: 956-727-6977 Email Address: lcerda@ci.laredo.tx.us
A. Security Official: Legal Name: Joe Rivera Address: 1102 Bob Bullock Loop City: Laredo State: TX ZIP: 78043 Telephone #: 956-727-6524 Email Address: _____			
B. Privacy Official: Legal Name: Luis T. Cerda Address: 2600 Cedar Ave. City: Laredo State: TX ZIP: 78040 Telephone #: 956-727-6977 Email Address: lcerda@ci.laredo.tx.us			

6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply) • Health Insurance Portability and Accountability Act (HIPAA) data • Criminal Justice Information Services (CJIS) data • Internal Revenue Service Federal Tax Information (IRS FTI) data • Centers for Medicare & Medicaid Services (CMS) • Social Security Administration (SSA) • Personally Identifiable Information (PII)	HIPAA ☒	CJIS ☐	IRS FTI ☐	CMS ☒	SSA ☒	PII ☒
Other (Please List)						
7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.						Total # (Sum a-d) 0
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.						7
b. Servers. Number of Servers that are not in a data center or using Cloud Services.						0
c. Cloud Services. Number of Cloud Services in use.						0
d. Data Centers. Number of Data Centers in use.						1
8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:						Select Option (a-d)
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more						☐ a. ☐ b. ☒ c. ☐ d.
9. HIPAA Business Associate Agreement						
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?						☒ Yes ☐ No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)						☒ Yes ☐ No ☐ N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>
10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'						
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?						☒ Yes ☐ No ☐ N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>

b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?	☒ Yes ☐ No ☐ N/A
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
11. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	☒ Yes ☐ No ☐ N/A

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency?	☒ Yes ☐ No

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	☒ Yes ☐ No

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	No Electronic Systems ☐
For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.	
1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained IN the United States (no offshoring) unless ALL of the following requirements are met? a. The data is encrypted with FIPS 140-2 validated encryption b. The offshore provider does not have access to the encryption keys c. The Applicant/Bidder maintains the encryption key within the United States d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency <i>For more information regarding FIPS 140-2 encryption products, please refer to:</i> http://csrc.nist.gov/publications/fips	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information. If yes, upon request must provide evidence such as a screen shot or a system report.	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users). <i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i> <i>For more information regarding FIPS 140-2 encryption products, please refer to:</i> http://csrc.nist.gov/publications/fips	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.)? If yes, upon request must provide evidence such as a screen shot or a system report. <i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i> <i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i>	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)? If yes, upon request must provide evidence such as a screen shot or a system report. <i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i> <i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i>	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? <i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/TX/text/HB8/2017</i>	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)*Please sign the form digitally, if possible. If you can't, provide a handwritten signature.*

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature**3. Title****4. Date:**To **submit** the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s):

HHSC: ☐DFPS: ☐DSHS: ☐

Requesting Department(s):

Legal Entity Tax Identification Number (TIN) (Last four Only):

PO/Contract(s) #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

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INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. *Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.*

Item #2. Entity or Applicant/Bidder Legal Name. *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

Item #4. Number of Subcontractors. *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.*

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: *Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:*

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:

- (1) Client Information;*
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- Health Insurance Portability and Accountability Act (HIPAA) - <http://www.hhs.gov/hipaa/index.html>
- Criminal Justice Information Services (CJIS) - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Internal Revenue Service Federal Tax Information (IRS FTI) - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Centers for Medicare & Medicaid Services (CMS) - <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html>
- Social Security Administration (SSA) - <https://www.ssa.gov/regulations/>
- Personally Identifiable Information (PII) - <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>

Item #7. Number of Storage devices for Texas HHS Confidential Information. The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 7a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.
- **Item 7b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 7c. Cloud Services.** Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero).
- **Item 7d. Data Centers.** Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #9. HIPAA Business Associate Agreement.

- **Item #9a.** Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.
- **Item #9b.** Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."

Item #10. Subcontractors. If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.

- **Item #10a.** Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #10b.** Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.

Item #11. Optional Insurance. Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any

other situations listed in this question. If you are not required to have this optional coverage, answer "N/A" A compliance plan is not required.

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
 - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
Refer to Article 4, Section 4.01:
***Initial Notice of Breach** must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*
 - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
 - *within 24 hours of all other types of Texas HHS Confidential Information **48-hour Formal Notice** must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*
 - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
 - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under you direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not offshore their data.

Item #2. Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy>

Item #5. Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

Item #6. Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy>

Item #7. Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

Item #8. Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings>

Item #9. Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

Item #10. Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/publications/fips>.

Item #11. Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: <http://csrc.nist.gov/publications/fips>). If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://portal.msrc.microsoft.com/en-us/>

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/>

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies>

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.

ATTACHMENT F

[View Burden Statement](#)

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Laredo	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** APPLICANT'S ORGANIZATION**

City of Laredo

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix:

* First Name:

Joseph

Middle Name:

* Last Name:

Neeb

Suffix:

* Title:

City Manager

*** SIGNATURE:***** DATE:**

ATTACHMENT H



TEXAS
Health and Human Services

CCecile E. YYoung, Executive CCommissioner

RRrequest for Applications (~~RR~~RFA)

GGrant for

H Healthy Texas Women Cost Reimbursement

RFA No. HHS0015451

APPLICATION SUBMISSION DEADLINE

March 17, 2025 by 11:30a.m. CCentral Time

ATTACHMENT H

Contents

Section I. Executive Summary, Definitions, and Statutory Authority	5
1.1 Executive Summary	5
1.2 Definitions and Acronyms	6
1.3 Statutory Authority	9
1.4 Standards.....	9
Section II. Scope of Grant Project.....	10
2.1 Purpose.....	10
2.2 Program Background	10
2.3 Eligible Population.....	10
2.4 Eligible Service Areas.....	10
2.5 Eligible Activities	11
2.6 Program Requirements.....	11
2.7 Readiness Review	15
2.8 Required Reports	16
2.9 Performance Measures and Monitoring.....	17
2.10 Financial Status Reports (FSRs).....	18
2.11 Final Billing Submission	18
2.12 Data Use Agreement.....	18
2.13 Limitations on Grants to Units of Local Government	18
Section III. Applicant Eligibility Requirements.....	20
3.1 Legal Authority to Apply.....	20
3.2 Application Screening Requirements	20
3.3 Grant Award Eligibility	20
3.4 Grants for Political Polling Prohibited.....	21
Section IV. Grant Term	22
4.1 Grant Term.....	22
4.2 Grant Project Closeout.....	22
Section V. Grant Funding and Reimbursement Information	23
5.1 Grant Funding Source and Available Funding	23
5.2 No Guarantee of Reimbursement Amounts.....	23

ATTACHMENT H

5.3 Grant Funding Prohibitions.....	23
5.4 Payment Method	24
Section VI. Application Forms and Exhibits for Submission	26
6.1 Narrative Proposal	26
6.2 Requested Budget	26
6.3 Indirect Costs	27
6.4 Administrative Applicant Information.....	27
Section VII. RFA Administrative Information and Inquiries.....	29
7.1 Schedule of Events.....	29
7.2 Sole Point of Contact	30
7.3 RFA Questions and Requests for Clarification.....	30
7.4 Ambiguity, Conflict, Discrepancy, Clarifications	31
7.5 Responses To Questions or Request for Clarifications.....	31
7.6 Changes, Amendment Or Modification To RFA.....	32
7.7 Exceptions and Assumptions	32
Section VIII. Application Organization and Submission Requirements	32
8.1 Application Receipt	32
8.2 Application Submission	33
8.3 Required Submission Method.....	33
8.4 Costs Incurred for Application.....	34
8.5 Application Composition	34
8.6 Application Organization.....	35
8.7 Application Withdrawals or Modifications	35
Section IX. Application Screening and Evaluation.....	36
9.1 Overview	36
9.2 Initial Compliance Screening of Applications	36
9.3 Questions or Requests for Clarification for Applications.....	36
9.4 Evaluation Criteria	37
9.5 Past Performance	37
9.6 Compliance for Participation in State Contracts.....	38
Section X. Award of Grant Agreement Process	41
10.1 Final Selection	41
10.2 Negotiations	41

ATTACHMENT H

10.3 Disclosure of Interested Parties 42

10.4 Execution and Announcement Of Grant Agreement(s).....42

Section XI. General Terms and Conditions 44

11.1 Grant Application Disclosure 44

11.2 Texas Historically Underutilized Businesses (HUBs).....44

Section XII. Application Confidential or Proprietary Information 45

12.1 Texas Public Information Act – Application Disclosure Requirements.....45

12.2 Applicant Waiver – Intellectual Property 47

Section XIII. Submission Checklist..... 48

Section XIV. List of Forms and Exhibits Attached to RFA 50

ATTACHMENT H

Section I. Executive Summary, Definitions, and Statutory Authority**1.1 EXECUTIVE SUMMARY**

The Texas Health and Human Services Commission (HHSC), the System Agency, is accepting applications for the Healthy Texas Women (HTW) Cost Reimbursement (CR) program, which includes optional funding to support Patient Navigators (NAV).

HHSC provides an array of women's health and family planning-related services, including HTW. Through HTW CR, HHSC provides reimbursement for support services important to maintaining the HTW program and enhancing HTW direct care services.

Claims for direct clinical care services provided to clients are reimbursed using the Fee-for-Service (FFS) reimbursement method. FFS claims are not funded under HTW CR. The HTW FFS component is managed through HHSC Medicaid and CHIP Services (MCS). Information on this process, as well as general program policies and procedures, are located in the *Healthy Texas Women (HTW) Handbook*, which is included in the [Texas Medicaid Provider Procedures Manual \(TMPPM\)](#).

Applicants should reference **Section II, Scope of Grant Project**, for further detailed information regarding the purpose, background, eligible population, eligible activities and requirements.

Grant Name:	Healthy Texas Women Cost Reimbursement
RFA No.:	HHS0015451
Deadline for Applications:	March 17, 2025 by 10:30 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarifications:	February 25, 2025 by 5:00 p.m. Central Time
Estimated Total Available Funding:	\$13,455,296.00 per State Fiscal Year, and \$67,276,480.00 for the Grant Term.
Estimated Total Number of Awards:	Multiple
Estimated Max Award Amount:	Maximum award amount based on available funding and State coverage.
Match Required, if any:	Not required
Anticipated Project Start Date:	September 1, 2025

ATTACHMENT H

Length of Project Period:	Five (5) State Fiscal Years
Eligible Applicants:	See Section 3.2 for Applicant eligibility

To be considered for screening, evaluation and award, Applicants must provide and submit all required information and documentation as set forth in **Section VIII, Application Organization and Submission Requirements** and **Section XIII, Submission Checklist** by the Deadline for Submission of Applications established in **Section 7.1, Schedule of Events**, or subsequent Addenda. See **Section 9.2, Initial Compliance Screening for Applications**, for further details.

1.2 DEFINITIONS AND ACRONYMS

Unless a different definition is specified, or the context clearly indicates otherwise, the definitions and acronyms given to a term below apply whenever the term appears in this RFA. All other terms have their ordinary and common meaning.

Refer to all exhibits to this RFA and the Program Policy Manual for additional definitions.

“Addendum” means a written clarification or revision to this RFA, including exhibits, forms, and attachments, as issued and posted by HHSC to the HHS Grants RFA website. Each Addendum will be posted and must be signed by the Applicant and returned with its Application.

“Applicant” means any person or legal entity that submits an Application in response to this RFA. The term includes the individual submitting the Application who is authorized to sign the Application on behalf of the Applicant and to bind the Applicant under any Grant Agreement that may result from the submission of the Application. May also be referred to in this RFA as Respondent.

“Application” means all documents the Applicant submits in response to this RFA, including all required forms and exhibits. May also be referred to in this RFA as solicitation response.

“Budget” means the financial plan for carrying out the Grant Project, as formalized in the Grant Agreement, including awarded funds and any required Match, submitted as part of the Application in response to this RFA. An Applicant’s requested Budget may differ from the System Agency-approved Budget executed in the final Grant Agreement.

“Business Days” refers to Monday through Friday excluding holidays as appropriately determined by federal or state recognition.

“Calendar Days” refers to the total number of days in a particular month.

“CFR” means the Code of Federal Regulations which is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

ATTACHMENT H

“Client” means a member of the target population to be served under a Grant Agreement as a result of this RFA.

“Cost Reimbursement” refers to the basis for reasonable, allowable, and allocable Grant Project direct costs.

“Direct Cost” means those costs that can be identified specifically with a particular final cost objective under the Grant Project responsive to this RFA or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs. Direct costs include, but are not limited to, salaries, travel, equipment, and supplies directly benefiting the grant-supported project or activity.

“Equipment” pursuant to 2 CFR §200.1, means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$10,000. See §200.1 for Capital assets, Computing devices, General purpose equipment, Information technology systems, Special purpose equipment, and Supplies.

“Fee-For-Service” or “FFS” means payment mechanism for services that are reimbursed on a set rate per unit of service. This is also known as unit rate.

“General Ledger” means a set of numbered accounts a business uses to keep track of the financial transactions that may include assets, liabilities, equity, revenue, and expenses.

“Grant Agreement” means the agreement entered into by the System Agency and the Grantee as a result of this RFA, including the Signature Document and all attachments and amendments. May also be referred to in this RFA as “contract.”

“Grantee” means the Party receiving funds under any Grant Agreement awarded under this RFA. May also be referred to as “subrecipient” or “contractor.”

“Grant Term” unless otherwise specified, the Grant Term begins on the Grant Agreement effective date and ends on the Grant Agreement termination or expiration date and represents the entire base Grant Term. The Grant Term is the period of time set forth in the Grant Agreement during which Grantees may perform approved grant-funded activities to be eligible for reimbursement or payment.

“HHS” includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS).

“HHSC” means the Health and Human Services Commission.

“Indirect Cost” means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Indirect costs represent

ATTACHMENT H

the expenses of doing business that are not readily identified with the Grant Project responsive to this RFA but are necessary for the general operation of the organization and the conduct of activities it performs.

“Indirect Cost Rate” is a device for determining in a reasonable manner the proportion of indirect costs each program should bear. It is the ratio (expressed as a percentage) of the Grantee’s indirect costs to a direct cost base.

“Patient Navigator” means a person who provides individualized assistance to clients to eliminate barriers to timely care across all segments of the health care continuum, including application assistance for HTW FFS, Family Planning Program (FPP), and Breast and Cervical Cancer Services (BCCS) programs.

“Program Policy Manual” means the document Healthy Texas Women Cost Reimbursement Manual that includes all program requirements including administrative and clinical policies, eligibility and screening requirements, clinical guidelines, documentation, reimbursement, and other program-specific requirements. The Program Policy Manual is maintained by the System Agency. Requirements outlined in the policy manuals are subject to change with advance notice from the System Agency.

“Project” or “Grant Project” means the specific work and activities that are supported by the funds provided under the Grant Agreement as a result of this RFA.

“Readiness Review” means HHSC process of review, assessment, and determination of Applicant’s ability, preparedness, and availability to fulfill its obligations under the Contract.

“RFA” means this Request for Applications, including all parts, exhibits, forms, attachments, and addenda posted on the HHS Grants RFA website. May also be referred to herein as “solicitation.”

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

“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.

“Subgrantee” or “Subcontractor” means a third party who provides all or a specified part of the services, goods, work, and materials required in the original Grant. The Grantee remains entirely responsible to the System Agency for performance of all requirements of the Grant with the System Agency. The Grantee must closely monitor the Subgrantee’s performance.

“System Agency” means HHSC that will be a party to any Grant Agreement resulting from the RFA.

“TxGMS” means the Texas Grant Management Standards Version 2.0 published by the Texas Comptroller of Public Accounts.

ATTACHMENT H

“Underserved Areas,” including but not limited to “colonias,” means regions where women’s health access is limited, rural areas/counties, primary health care shortage areas, and other areas of the State where women have not or do not receive women’s health preventative services.

1.3 STATUTORY AUTHORITY

The System Agency is requesting Applications under Title 1 Texas Administrative Code (TAC) §382. State funds for this Grant Project are authorized under the 2024-25 General Appropriations Act, House Bill 1, Texas Legislature, Regular Session, 2023 (Article II, HHSC, Riders 63 and 69). All awards are subject to the availability of appropriated state funds and any modifications or additional requirements that may be imposed by law.

1.4 STANDARDS

Awards made as a result of this RFA are subject to all policies, terms, and conditions set forth in or included with this RFA as well as applicable statutes, requirements, and guidelines including, but not limited to applicable provisions of the Texas Grant Management Standards (TxGMS) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

ATTACHMENT H

Section II. Scope of Grant Project**2.1 PURPOSE**

This funding opportunity invites grant Applications requesting funding for the Healthy Texas Women (HTW) Cost Reimbursement (CR) program. The purpose of this program is to provide reimbursement for support services important to maintaining the HTW program and enhancing HTW direct care services.

2.2 PROGRAM BACKGROUND

In 2016, HHSC implemented the HTW program through a combined FFS and CR model. The FFS component of HTW provides Texas women access to safe and reliable family planning services at no cost including:

1. Screening
2. Diagnostic services
3. Follow-up and appropriate referrals, and
4. Public information and education programs

The HTW CR component of the program was launched to provide funding to support provider infrastructure, to include support for overall outcomes for program Clients.

2.3 ELIGIBLE POPULATION

The eligible population to be served under this RFA consists of women who screen eligible for or are enrolled in HTW. Women may be eligible for HTW if they are:

1. Between the ages of 15 to 44 years old. (A parent or legal guardian must apply for applicants 15-17 years old);
2. Making less than the monthly family income limit of 204.2 percent of the federal poverty level;
3. A U.S. citizen or a qualified immigrant;
4. A resident of Texas;
5. Without creditable health insurance that covers family planning services;
6. Not receiving benefits through another Medicaid program or the Children's Health Insurance Program (CHIP); and
7. Not pregnant.

2.4 ELIGIBLE SERVICE AREAS

The service areas eligible for Grant Project funding under this RFA are statewide. Applicants must identify each Texas county it intends to serve using **Form D, Texas Counties Served by Region**.

The target service area for this RFA is Underserved Areas where healthcare access is limited, such as rural areas/counties, "colonias," primary health care shortage areas, and

ATTACHMENT H

other areas of the State where people have not or do not receive preventative and primary health care services.

System Agency defines “each Texas county it intends to serve” as a county in which the applicant plans to provide sufficient promotion and outreach strategies to ensure eligible individuals living in that county are consistently identified and navigated to the clinic or mobile sites.

2.5 ELIGIBLE ACTIVITIES

This grant program may fund activities and costs as allowed by the laws, regulations, rules, and guidance governing fund use identified in the relevant sections of this RFA. Only grant-funded activities authorized under this RFA are eligible for reimbursement and payment under any Grant Agreement awarded as a result of this RFA.

Cost reimbursement funding is used to enhance the Grantee’s capability to support overall outcomes and enhance services to a Client under the FFS component of the HTW program.

The following Budget categories are allowable expenditures of HTW CR grant funds, with prior approval from System Agency:

1. Administrative Personnel, including Patient Navigators;
2. Fringe;
3. Travel;
4. Equipment;
5. Supplies;
6. Contractual;
7. Other allowable direct costs not listed in any previous categories; and
8. Indirect Cost.

At the discretion of System Agency, additional items may be included.

2.6 PROGRAM REQUIREMENTS

All Grant Projects funded under this RFA must meet the program requirements listed below.

A. Grantee Requirements

1. Grantee must ensure compliance with all state and federal statutes and regulations and System Agency rules, policies, procedures, and guidelines governing the Program, included but not limited to, [1 TAC, §§ 382.1 - 382.29](#) and the Texas Medicaid Provider Procedures Manual (TMPPM). The foregoing rules in TAC Title 1 as they relate to the Program may be further modified and revised within their existing title during the term of the Grant Agreement. In the event of such modifications or revision, Grantee shall be required to comply with said rules.

ATTACHMENT H

2. Grantee must comply with all requirements under the Texas Grant Management Standards (“TxGMS”), currently available online at: [Grant Management \(texas.gov\)](#). The Texas Comptroller of Public Accounts (“CPA”), from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting CPA when Grantee cannot access the online materials to request the updated link. Grantee is always responsible for complying with the TxGMS, including any revisions to the standards during the Contract term.
3. Grantee must ensure compliance at all times with the current HTW CR Program Policy Manual available online at: [Healthy Texas Women Cost Reimbursement Manual](#). The provisions of the Program Policy Manual may be further modified and revised within their existing title during the term of the Grant Agreement. In the event of such modifications or revisions, Grantee shall be required to comply with said rules.
4. Grantee must maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications of this Grant Agreement are met.

B. Support Service Requirements

To meet the mission and objective of grant funds awarded under this Grant Agreement, HTW CR funding must be used for support services that enhance services provided by the Grantee to a Client under the FFS component of the HTW program. Funds for support services may be used for:

1. Assisting eligible women with enrollment into the HTW program;
2. Administrative support staff;
3. Staff development and training related to direct service delivery in the FFS component of the HTW program;
4. Engaging in promotion and outreach activities related to the HTW program, in accordance with an annual Grantee-developed promotion and outreach plan;
5. Basic infrastructure including but not limited to rent and utilities to support the delivery of direct services through the FFS component of HTW; and
6. Direct clinical care for women screened as eligible for HTW, while awaiting a full determination of eligibility from HHSC, and whose eligibility is ultimately denied and are not eligible for any other System Agency-administered programs for which the Grantee holds a Grant Agreement.

C. Patient Navigator Requirements

Patient Navigators must perform the following functions to facilitate and expedite access to HTW program:

1. Attempt to successfully navigate individuals to the following System Agency-administered preventive and primary health programs, including but not limited to:
 - a. [Medicaid](#);
 - b. [HTW](#);
 - c. [Family Planning Program \(FPP\)](#);
 - d. [Primary Health Care \(PHC\)](#); and

ATTACHMENT H

- e. [Breast and Cervical Cancer Services \(BCCS\)](#).
- 2. Perform an assessment of the individual's barrier(s) to access and receipt of women's preventative health services. The assessment of barriers must include screening for non-medical service needs with an assessment tool provided by the System Agency. Grantee may use an alternative, comparable tool with prior written approval from System Agency. Grantees are required to provide appropriate referrals, and document follow-ups to show any resolution of barriers.
- 3. Ensure and document follow-up with all individuals that were provided application assistance regardless of final eligibility determination.
 - a. Grantee must document individual refusal, lost to follow-up and good faith effort, as appropriate.
 - i. Good faith effort is defined as at least three documented attempts to assist with applications or to navigate individuals to services, via phone, email, text or other preferred method of communicating with the individual.
 - ii. Individual contact attempts can be made by office visit, phone, home visit, mail, or a combination of these methods. Attempts to contact the individual must be written or presented verbally (when appropriate) in the Client's primary language (if the Client has limited English proficiency) and must include appropriate provisions for the visually and hearing impaired.
 - b. Before closing the individual record as a refusal, a thorough review of the individual's plan, recommendations, and the following navigator's actions must be conducted to ensure proper closure.
 - i. Grantee must attempt to obtain, in writing, and document in the individual record informed refusal from the individual if the individual fails to keep appointments or refuses recommended procedures. If the individual cannot, or will not, sign an informed refusal, Grantee must document verbal refusal.
 - c. Before a Grantee can consider an individual as lost to follow-up, the Grantee must have at least three documented attempts to contact the individual. Grantee must allow enough time between contact attempts for the individual to reply or respond to the Grantee.
- 4. Provide individual education and support.

D. Personnel Standards and Requirements

- 1. Grantee must maintain qualified staff in accordance with Program rules and the requirements established in the Program Policy Manual.
- 2. Grantee must have an organizational structure and related management systems that provide oversight and lines of authority appropriate for the size and scope of the Grantee organization.

ATTACHMENT H

3. Grantee must have current job descriptions for positions that will be fully or partially funded by this Grant, as well as key positions providing oversight to the administration and operations related to this Grant.
4. Grantee must notify in writing and provide updated contact information to System Agency of changes in CEO, CFO, program director or program manager within thirty (30) Calendar Days of change, whether funded under this contract or not. Grantee must notify in writing and provide updated contact information to System Agency of changes to any grant-funded positions.
5. Grantee must provide staff training and development to System Agency-funded Patient Navigators in the screening of Clients for Medicaid, HTW, FPP, PHC, and BCCS, in the administration of the System Agency approved non-medical service needs assessment, and in the coordination of referrals for non-medical service needs.
6. Grantee must provide System Agency in writing the contact information for any System Agency-funded Patient Navigator(s) within thirty (30) Calendar Days of hire date.
7. Grantee must ensure System Agency-funded Patient Navigator(s), or another representative of the Grantee, attends a mandatory monthly learning community facilitated by the System Agency to ensure continued development and sharing of promising practices.

E. Administrative Policies

1. Grantees must seek reimbursement for program costs by submitting monthly vouchers for expenses outlined in the System Agency-approved budget workbook, **Exhibit H, FY 2026 HTW CR Budget Workbook**. Supporting documentation must be submitted with each voucher. Supporting documentation includes the timely submission of quarterly performance measures reports in addition to a detailed General Ledger supporting expenditures.
2. To be reimbursed for activities under this Grant Agreement, Grantee must meet all requirements as an HTW provider. This includes being a Medicaid (Title XIX) provider in accordance with 1 TAC§352 and meeting all other eligibility requirements outlined in the TMPPM. Failure to comply with these requirements will result in contract termination.
3. Cost reimbursement awards may be used to fund administrative personnel, fringe benefits, staff travel, contractual services, equipment, supplies, other direct costs, and indirect costs per State and federal requirements and must be reasonable, allowable, and already allocated.
4. Grant funds must be expended within the current State Fiscal Year. Rollover of unexpended funds to the succeeding State Fiscal Years will not be allowed. Cost reimbursement awards must not exceed twenty-five percent (25%) of Grantee's HTW Fee-for-Service payments for the State Fiscal Year. Grantee compliance will be assessed biannually.
5. Grantee must not expend more than five percent (5%) of the payments received under a Grant Agreement for expenses related to performing administrative functions derived from subcontracting the terms of the Contract. Upon review each quarter, Grantees that have exceeded the five percent (5%) threshold will be asked to remit payment to System Agency for the amount over.

ATTACHMENT H

6. System Agency, in its sole discretion, may approve fund transfers between categories upon Grantee's written request that must include a detailed explanation that supports the need for the fund transfer. Grantee must seek System Agency's written approval prior to making any fund transfers.

F. Reimbursement and Invoicing Process

1. Grantee must finance upfront operational costs and request reimbursement from System Agency for cost incurred.
2. System Agency will reimburse Grantee for all charges determined and invoiced in accordance with terms and conditions of this Grant Agreement. All payments by System Agency under this Grant Agreement will be made in accordance with "Texas Prompt Payment Act," Chapter 2251 of the Texas Government Code.
3. Grantee must properly submit the monthly voucher packet and supporting documentation by the last Business Day of the month following service, using the monthly voucher packet received from System Agency for expenses outlined in an approved budget workbook.
4. Grantee must submit vouchers and supporting documentation to System Agency for review and concurrence in a secure, non-alterable electronic format to the email address on the monthly voucher packet with the Grantee's full name, month and year of invoice in the subject line. Upon concurrence, System Agency will submit the Voucher Packet to Accounts Payable.
5. All services must be performed to the satisfaction of System Agency. System Agency must not be liable for any payment for services that System Agency deems unsatisfactory, that fail to adhere to the terms of this Grant Agreement, or that have not been approved by System Agency.
6. Grantee must not deny a service due to Client's inability to pay in accordance with 1 TAC §382.21.
7. Grantee must comply with System Agency's rules, policies, Contract provisions, and applicable instruction manuals regarding the collection and timely submission of complete and accurate data.

2.7 READINESS REVIEW

Readiness Reviews conducted by the System Agency are required for any new Grantee who has not been awarded a Grant Agreement for HTW CR within the past five (5) years, or for any Grantee who has had a previous HTW CR Grant Agreement that was either suspended or terminated within the past five (5) years. Readiness Reviews will occur within the first ninety (90) Calendar Days of the Grant Term. The System Agency will contact the Grantee to schedule Readiness Reviews. The System Agency may elect to provide technical assistance to a new Grantee, or Grantees suspended or terminated within the past five (5) years, to correct deficiencies discovered during the Readiness Review. The System Agency retains the right to terminate the Grant Agreement if a Readiness Review determines the Grantee fails the assessment below.

System Agency may also require Grantee to submit detailed policies and procedures that document day-to-day business activities related to the Grant Agreement requirements for System Agency review and approval.

ATTACHMENT H

During the review, the following will be assessed:

- a. Job Descriptions of System Agency-funded positions (if applicable) – Job descriptions should include job title (brief description of the job), job purpose (provides a high-level overview of the role, level, and scope of responsibility), job duties and responsibilities (essential job functions describe the fundamental nature of the job, including type of supervisory responsibility (if applicable), importance or frequency of each job duty), required qualifications (including education, experience, knowledge, skills, and abilities), preferred qualifications and working conditions and physical demands (that relate to the essential job duties and responsibilities).
- b. Promotion and Outreach Plan – Grantees are required to develop and implement an annual plan for promotion and outreach plan. The plan should be based on an assessment of the needs of the community(ies) the Grantee serves and contain an evaluation strategy. Grantees should consider a variety of program promotion and client outreach strategies in accordance with organizational capacity, availability of existing resources and materials, and the needs and culture of the local community(ies). Additional guidance is available in the Program Policy Manual.

2.8 REQUIRED REPORTS

The System Agency will monitor Grantee's performance, including, but not limited to, through review of financial and programmatic reports and performance measures, under any Grant Agreement awarded as a result of this RFA. Each Grantee awarded a Grant Agreement as a result of this RFA must submit the following reports by the noted due dates:

REPORT	DUE DATE
Monthly Voucher packet and supporting documentation	The last Business Day of the month following the month in which expenses were incurred or services provided. The final voucher is due forty-five (45) Calendar Days after the end of the Grant Term.
Financial Status Report (FSR)	Within thirty (30) Calendar Days after the end of each quarter. Final FSR due within forty-five (45) Calendar Days after the end of the Grant Term.
Patient Navigator Quarterly Performance Report	If applicable, within thirty (30) Calendar Days after the end of each quarter.

ATTACHMENT H

Promotion and Outreach Surveys	Fifteen (15) Calendar Days after the end of the reporting period, as outlined in the Program Policy Manual.

Grantee shall provide all applicable reports in the format specified by System Agency in an accurate, complete, and timely manner and shall maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports, Financial Status Reports (FSRs) or other requested information may result in System Agency, in its sole discretion, placing the Grantee on financial hold without first requiring a corrective action plan in addition to pursuing any other corrective or remedial actions under the Grant Agreement.

2.9 PERFORMANCE MEASURES AND MONITORING

The System Agency will look solely to Grantee for the performance of all Grantee obligations and requirements in a Grant Agreement resulting from this RFA. Grantee shall not be relieved of its obligations for any nonperformance by its Subgrantees or subcontractors, if any.

Grant Agreement(s) awarded as a result of this RFA are subject to the System Agency's performance monitoring activities throughout the duration of the Grant Project Period. This evaluation may include a reassessment of project activities and services to determine whether they continue to be effective throughout the Grant Term.

Grantees must regularly collect and maintain data that measures the performance and effectiveness of activities under a Grant Agreement resulting from this RFA in the manner, and within the timeframes specified in this RFA and resulting Grant Agreement, or as otherwise specified by System Agency. Grantees must submit the necessary information and documentation regarding all requirements, including reports and other deliverables, and

Grantees with System Agency-funded Patient Navigators will be expected to submit the Patient Navigator Quarterly Performance Report with the following measures:

- a. Total number of active System Agency-funded Patient Navigators;
- b. Total number of unduplicated individuals screened for any program offered at the clinic location by any staff person. This is not limited to System Agency-administered programs;
- c. Total number of unduplicated individuals screened and served by the System Agency-funded Patient Navigators;
- d. Total number of unduplicated individuals screened and served by the System Agency-funded Patient Navigator(s) lost to follow up or refusal of services;
- e. Total number of unduplicated individuals served by the System Agency-funded Patient Navigators who are successfully navigated to Medicaid, HTW, FPP, PHC, and BCCS; and

ATTACHMENT H

- f. Total number of Non-Medical Service Needs identified by System Agency-funded Patient Navigators.

If requested by System Agency, the Grantee shall report on the progress towards completion of the grant project and other relevant information as determined by System Agency during the Grant Term. To remain eligible for renewal funding, if any, the Grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that Grantee's activities and services effectively address and achieve the project's stated purpose.

2.10 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided, for Grant Agreements with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last Business Day of the month following the end of each State fiscal quarter for System Agency review and financial assessment. Through submission of an FSR, Grantee certifies that (1) any applicable invoices have been reviewed to ensure all grant-funded purchases of goods or services have been completed, performed or delivered in accordance with Grant Agreement requirements; (2) all Grantee-performed services have been completed in compliance with the terms of the Grant Agreement; (3) that the amount of the FSR added to all previous approved FSRs does not exceed the maximum liability of the Grant Award; and (4) all expenses shown on the FSR are allocable, allowable, actual, reasonable, and necessary to fulfill the purposes of the Grant Agreement.

2.11 FINAL BILLING SUBMISSION

Unless otherwise directed by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) Calendar Days following the end of the Grant Term. Reimbursement or payment requests received after the deadline may not be paid.

2.12 DATA USE AGREEMENT

By submitting an Application in response to this RFA, Applicant agrees to be bound by the terms of **Exhibit D, Data Use Agreement (DUA) or Exhibit D-1 Governmental Entity Version HHS Data Use Agreement**, as applicable, including but not limited to the terms and conditions regarding **Exhibit D-2, DUA Attachment 2, Security and Privacy Inquiry (SPI)**, attached to this RFA.

2.13 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT

Pursuant to the General Appropriations Act, Article IX, Section 4.04,

- (a). In each Grant Agreement with a unit of local government, grant funds appropriated under the General Appropriations Act will be expended subject to limitations and reporting requirements similar to those provided by:

ATTACHMENT H

- (1) Parts 2, 3, and 5 of Article IX of the General Appropriations Act (except there is no requirement for increased salaries for local government employees);
 - (2) §§556.004, 556.005, and 556.006, Government Code; and
 - (3) §§2113.012 and 2113.101, Government Code.
- (b.) In this section, "unit of local government" means:
- (1) a council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code;
 - (2) a local workforce development board; or
 - (3) a community center as defined by Health and Safety Code, §534.001(b).

ATTACHMENT H

Section III. Applicant Eligibility Requirements**3.1 LEGAL AUTHORITY TO APPLY**

By submitting an Application in response to this RFA, Applicant certifies that it has legal authority to apply for the Grant Agreement that is the subject of this RFA and is eligible to receive awards. Further, Applicant certifies it will continue to maintain any required legal authority and eligibility throughout the entire duration of the grant term, if awarded. All requirements apply with equal force to Applicant and, if the recipient of an award, Grantee and its Subgrantees or Subcontractors, if any.

Each applicant may only submit one Grant Application.

3.2 APPLICATION SCREENING REQUIREMENTS

In order to be considered an Applicant eligible for evaluations, Applicant must meet the following minimum requirements:

A. Applicant must be a governmental entity (health department, hospital district, university medical center, and other State or local agency), a federally qualified health center (“FQHC”) (which is a safety net provider that provides services typically given in an outpatient clinic), or a nonprofit entity, with 501(c)(3) status.

B. Applicant must have a Texas address. A post office box may be used when the Application is submitted, but the Applicant must conduct business at a physical location in Texas prior to the start of the Grant Term.

C. Applicant must be able to provide a General Ledger from Applicant’s computerized system that has accounts assigned to track financial transactions for the grant that may include assets, liabilities, equity, revenue, and expenses.

D. Applicant must be a Texas Medicaid provider or provide evidence with its Application that a Medicaid provider enrollment application has been submitted, see **Form A, Face Page**. The National Provider Identification number provided must be for the organization itself, and not for individual providers associated with the organization.

E. Applicant must be an HTW-certified provider who has submitted at least one paid claim in State Fiscal Year 2024.

An Applicant that does not meet these minimum requirements will be disqualified and not considered for a grant. HHSC expressly reserves the right to review and analyze the documentation submitted, request additional documentation, and/or determine the Applicant’s eligibility to compete for the Grant Agreement award.

3.3 GRANT AWARD ELIGIBILITY

By submitting an Application in response to this RFA, Applicant certifies that:

ATTACHMENT H

1. Applicant and all of its identified subsidiaries intending to participate in the Grant Agreement are eligible to perform grant-funded activities, if awarded, and are not subject to suspension, debarment, or a similar ineligibility determined by any state or federal entity;
2. Applicant is in good standing under the laws of Texas and has provided HHS with any requested or required supporting documentation in connection with this certification;
3. Applicant shall remain in good standing and eligible to conduct its business in Texas and shall comply with all applicable requirements of the Texas Secretary of State and the Texas Comptroller of Public Accounts;
4. Applicant is currently in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of Applicant's operations; and
5. Applicant is not delinquent in taxes owed to any taxing authority of the State of Texas as of the effective date of this Grant Agreement.

3.4 GRANTS FOR POLITICAL POLLING PROHIBITED

Pursuant to the General Appropriations Act, Article IX, Section 4.03 (2023) none of the monies appropriated by the General Appropriations Act may be granted to or expended by any entity which performs political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party. By submitting a response to this RFA, Applicant certifies that it is not ineligible for a Grant Agreement pursuant to this prohibition.

ATTACHMENT H

Section IV. Grant Term**4.1 GRANT TERM**

The Grant Project Period is **September 1, 2025** through **August 31, 2030**.

Extension of Grant Term: The System Agency may, at its sole discretion, extend the Grant Term for up to one (1) year to allow for the full expenditure of awarded funding and completion of Grant activities. Approved Projects may not exceed a six (6) year Grant Term.

4.2 GRANT PROJECT CLOSEOUT

System Agency will programmatically and financially close the grant award and end the Grant Agreement when System Agency determines Grantee has completed all applicable actions and work in accordance with Grant Agreement requirements. The Grantee must submit all required financial, performance, and other reports as required in the Grant Agreement. The project close-out date is ninety (90) Calendar Days after the Grant Agreement end date, unless otherwise noted in the original or amended Grant Agreement. Funds not obligated by Grantee by the end of the Grant Agreement term and not expended by the project close-out date will revert to System Agency.

ATTACHMENT H

Section V. Grant Funding and Reimbursement Information

5.1 GRANT FUNDING SOURCE AND AVAILABLE FUNDING

The total amount of State funding available for the Healthy Texas Women Cost Reimbursement grant program is estimated at **\$67,277,480.00** for the entire Grant Term. It is the System Agency's intention to make awards to multiple applicants that successfully demonstrate the ability to provide women's health and family planning services to eligible Clients.

The State Fiscal Year funding amounts are subject to increase or decrease as funds are appropriated throughout the Grant Agreement term from the federal government, the Texas Legislature, or both. The System Agency will issue annual amounts on a yearly basis to awarded Applicants.

Applicants are strongly cautioned to only apply for the amount of grant funding they can responsibly expend during the State Fiscal Year to avoid lapsed funding at the end of the grant term. Successful Applications may not be funded to the full extent of Applicant's requested budgets in order to ensure grant funds are available for the broadest possible array of communities and programs.

Reimbursement will only be made for actual, allowable, and allocable expenses that occur within the Grant Term. No spending or costs incurred prior to the effective date of the award will be eligible for reimbursement.

HHSC will monitor Grantee's utilization performance. If the number of unduplicated Clients served and funds utilized is less than projected in Grantee's final approved Application, Grantee's funding award may be subject to decrease for the remainder of the State Fiscal Year.

5.2 NO GUARANTEE OF REIMBURSEMENT AMOUNTS

There is no guarantee of total reimbursements to be paid to any Grantee under any Grant Agreement, if any, resulting from this RFA. Grantees should not expect to receive additional or continued funding under future RFA opportunities and should maintain sustainability plans in case of discontinued grant funding. Any additional funding or future funding may require submission of a new Application through a subsequent RFA.

Receipt of an Application in response to this RFA does not constitute an obligation or expectation of any award of a Grant Agreement or funding of a grant award at any level under this RFA.

5.3 GRANT FUNDING PROHIBITIONS

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

1. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;

ATTACHMENT H

2. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
3. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. § 1913), whether conducted directly or indirectly;
4. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
5. Vehicles for general agency use; to be allowable, vehicles must have a specific use related to Project objectives or activities;
6. Entertainment, amusement, or social activities and any associated costs including but not limited to admission fees or tickets to any amusement park, recreational activity or sporting event unless such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;
7. Costs of promotional items, and memorabilia, including models, gifts, and souvenirs;
8. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel, where pre-approved for working events, or where such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;
9. Membership dues for individuals;
10. Any expense or service that is readily available at no cost to the grant Project;
11. Any activities related to fundraising;
12. Equipment and other capital expenditures such as capital improvements, property losses and expenses, real estate purchases, mortgage payments, remodeling, the acquisition or construction of facilities, or other items that are unallowable pursuant to 2 CFR 200.439;
13. Any other prohibition imposed by federal, state, or local law; and
14. Other unallowable costs as listed under TxGMS, Appendix 7, Selected Items of Cost Supplement Chart and/or 2 CFR 200, Subpart E – Cost Principles, General Provisions for Selected Items of Cost, where applicable.

5.4 PAYMENT METHOD

Grant Agreement(s) awarded under this RFA will be funded on a cost reimbursement basis for reasonable, allowable, and allocable Grant Project direct costs. Under the cost reimbursement payment method, Grantee is required to finance operations and will only

ATTACHMENT H

be reimbursed for actual, allowable, and allocable costs incurred on a monthly basis and supported by adequate documentation.

ATTACHMENT H

Section VI. Application Forms and Exhibits for Submission

Note: Applicants must refer to **Section XIII, Submission Checklist**, for the complete checklist of documents that must be submitted with an application under this RFA.

6.1 NARRATIVE PROPOSAL

Using **Form C, Work Plan, Form D, Texas Counties Served by Region, and Form E, Subcontracting Information** attached to this RFA, Applicants must describe their proposed activities, processes, and methodologies to satisfy all objectives described in **Section II, Scope of Grant Project**, including the Applicant's background, readiness, Texas counties served, clinical service delivery, and Subgrantee/Subcontracting information, if appropriate. Applicants should identify all proposed tasks to be performed, including all Project activities, during the Grant Term. Applicants must complete and submit all required forms and exhibits.

6.2 REQUESTED BUDGET

Exhibit H, FY 2026 HTW CR Budget Workbook is the template for submitting the estimated Budget. Applicants must develop the **FY 2026 HTW CR Budget Workbook** to support their proposed Project and in alignment with the requirements described in this RFA.

Applicants must ensure that Project costs outlined in the Budget are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements. Reasonable costs are those if, in nature and amount, do not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. A cost is allocable to a particular cost objective if the cost is chargeable or assignable to such cost objective in accordance with relative benefits received. See 2 CFR Part 200.403 or TxGMS Cost Principles, Basic Considerations (pgs. 31-32), for additional information related to factors affecting allowability of costs.

Applicants must utilize the budget template provided, **Exhibit H, FY 2026 HTW CR Budget Workbook**, and identify all budget category line items. Budget categories must be broken out into specific budget line items that allow System Agency to determine if proposed costs are reasonable, allowable, and necessary for the successful performance of the Project. Applicants must enter all costs in the budget tables and explain why the cost is necessary and how the cost was established.

If selected for a grant award under this RFA, only System Agency-approved budget items in **Exhibit H, FY 2026 HTW CR Budget Workbook** may be considered eligible for reimbursement.

Submission of Exhibit H, FY 2026 HTW CR Budget Workbook is mandatory. Applicants that fail to submit the required Budget Workbook as set forth in this RFA with their application will be disqualified.

ATTACHMENT H

6.3 INDIRECT COSTS

Applicants must have an approved indirect cost rate (ICR) or request the de minimis rate to recover indirect costs. All Applicants are required to complete and submit **Form F, HHS System Indirect Cost Rate Questionnaire**, with required supporting documentation. The questionnaire initiates the acknowledgment or approval of an ICR for use with the System Agency cost-reimbursable contracts. Entities declining the use of indirect cost cannot recover indirect costs on any System Agency award or use unrecovered indirect costs as match.

HHS typically accepts the following approved ICRs:

- Federally Approved Indirect Cost Rate Agreement
- State of Texas Approved Indirect Cost Rate

The System Agency, at its discretion, may request additional information to support any approved ICR agreement.

If the Applicant does not have an approved ICR agreement, the Applicant may be eligible for the fifteen percent (15%) de minimis rate or may request to negotiate an ICR with HHS.

For Applicants requesting to negotiate an ICR with HHS, the ICR Proposal Package will be provided by the HHS Federal Funds Indirect Cost Rate Group to successful Grantees. The ICR Proposal Package must be completed and returned to the HHS Federal Funds Indirect Cost Rate Group no later than three (3) months post-award.

The HHS Federal Funds Indirect Cost Rate group will contact applicable Grantees after Grant Agreement execution to initiate and complete the ICR process. Grantees should respond within thirty (30) Business Days or the request will be cancelled, and indirect costs may be disallowed.

Once HHS acknowledges an existing rate or approves an ICR, the Grantee will receive one of the three indirect cost approval letters: ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter.

If an Indirect Cost Rate Letter is required but it is not issued at the time of Grant Agreement execution, the Grant Agreement will be amended to include the Indirect Cost Rate Letter after the ICR Letter is issued.

Approval or acceptance of an ICR will not result in an increase in the amount awarded or affect the agreed-upon service or performance levels throughout the life of the award.

6.4 ADMINISTRATIVE APPLICANT INFORMATION

Using **Forms A through B-2** attached to this RFA, Applicant must provide satisfactory evidence of its ability as an organization to manage and coordinate the types of activities described in this RFA.

ATTACHMENT H

1. Litigation and Contract History

Applicant must include in its application a complete disclosure of any alleged or significant contractual or grant failures.

In addition, Applicant must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Applicant or in which Applicant has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Applicant. See **Exhibit A, HHS Solicitation Affirmations**. Applicant certifies it does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

Application may be rejected based upon Applicant'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 or grant obligations.

2. Internal Controls Questionnaire

Applicant must complete **Form G, Internal Controls Questionnaire**, and submit with its Application.

ATTACHMENT H

Section VII. RFA Administrative Information and Inquiries**7.1 SCHEDULE OF EVENTS**

EVENT	DATE/TIME
Funding Announcement Posting Date Posted to HHS Grants RFA and Texas eGrants websites	February 14, 2025
Deadline for Submitting Questions or Requests for Clarification	February 25, 2025 by 5:00 p.m. Central Time
Date Answers to Questions or Requests for Clarification Posted	March 4, 2025 by 5:00 p.m. Central Time
Deadline for Submission of Applications NOTE: Applications must be <u>RECEIVED</u> by HHSC by this deadline if not changed by subsequent Addenda to be considered eligible.	March 17, 2025 by 10:30 a.m. Central Time
Anticipated Notice of Award	August 2025
Anticipated Project Start Date	September 1, 2025

Applicants must ensure their applications are received by HHSC in accordance with the Deadline for Submission of Applications (date and time) indicated in this Schedule of Events or as changed by subsequent Addenda posted to the [HHS Grants RFA](#) website.

All dates are tentative and HHSC reserves the right to change these dates at any time. At the sole discretion of HHSC, events listed in the Schedule of Events are subject to scheduling changes and cancellation. Scheduling changes or cancellation determinations made prior to the Deadline for Submission will be published by posting an addendum to the [HHS Grants RFA](#) website. After the Deadline for Submission, if there are delays that significantly impact the anticipated award date, HHSC, at its sole discretion, may post updates regarding the anticipated award date to the [Procurement Forecast](#) on the HHS Procurement Opportunities [web page](#). Each Applicant is responsible for checking the HHS Grants RFA website and Procurement Forecast for updates.

ATTACHMENT H

7.2 SOLE POINT OF CONTACT

All requests, questions or other communication about this RFA shall be made by email **only** to the Grant Specialist designated as HHSC's Sole Point of Contact listed below:

Name	Julia Solis
Title	Grant Specialist, HHSC Procurement and Contracting Services
Address	Procurement and Contracting Services Building 1100 W 49th St. MC: 2020 Austin, TX 78756
Email	julia.solis@hhs.texas.gov

Applicants shall not use this e-mail address for submission of an Application. Follow the instructions for submission as outlined in Section VIII, Application Organization and Submission Requirements.

However, if expressly directed in writing by the Sole Point of Contact, Applicant may communicate with another designated HHS representative, e.g., during grant negotiations as part of the normal grant review process, if any.

Prohibited Communications: Applicants and their representatives shall not contact other HHS personnel regarding this RFA.

This restriction (on only communicating in writing by email with the sole point of contact identified above) does not preclude discussions between Applicant and agency personnel for the purposes of conducting business unrelated to this RFA.

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

7.3 RFA QUESTIONS AND REQUESTS FOR CLARIFICATION

Written questions and requests for clarification of this RFA are permitted if submitted by email to the Sole Point of Contact by the deadline established in **Section 7.1, Schedule of Events**, or as may be amended in Addenda, if any, posted to the HHS Grants RFA websites.

Applicants' names will be removed from questions in any responses released. All questions and requests for clarification must include the following information. Submissions that do not include this information may not be accepted:

1. RFA Number;
2. Section or Paragraph number from this Solicitation;
3. Page Number of this Solicitation;
4. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment;

ATTACHMENT H

5. Page Number of the Exhibit;
6. Language, Topic, Section Heading being questioned; and
7. Question

The following contact information must be included in the e-mail submitted with questions or requests for clarification:

1. Name of individual submitting question or request for clarification
2. Organization name
3. Phone number
4. E-mail address

Questions or other written requests for clarification must be received by the Sole Point of Contact by the deadline set forth in this Section 7.1, Schedule of Events, or as may be amended in Addenda, if any, posted to the HHS Grants RFA website.

HHSC may review and, at its sole discretion, may respond to questions or other written requests received after the deadline.

7.4 AMBIGUITY, CONFLICT, DISCREPANCY, CLARIFICATIONS

Applicants must notify the Sole Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFA in the manner and by the deadline for submitting questions. Each Applicant submits its Application at its own risk.

If Applicant fails to properly and timely notify the Sole Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFA, Applicant, whether awarded a Grant Agreement or not:

- a. Shall have waived any claim of error or ambiguity in the RFA and any resulting Grant Agreement;
- b. Shall not contest the interpretation by the HHSC of such provision(s); and
- c. Shall not be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

7.5 RESPONSES TO QUESTIONS OR REQUEST FOR CLARIFICATIONS

Responses to questions or other written requests for clarification will be consolidated and HHSC will post responses in one or more Addenda on the [HHS Grants RFA](#) website. Responses will not be provided individually to requestors.

HHSC reserves the right to amend answers previously posted at any time prior to the deadline for submission of Applications. Amended answers will be posted on the [HHS Grants RFA](#) website in a separate, new Addendum or Addenda. It is Applicant's responsibility to check the [HHS Grants RFA](#) website or contact the Sole Point of Contact for a copy of the Addendum with the amended answers.

ATTACHMENT H

7.6 CHANGES, AMENDMENT OR MODIFICATION TO RFA

HHSC reserves the right to change, amend, modify or cancel this RFA. All changes, amendments and modifications or cancellation will be posted by Addendum on the HHS Grants RFA website.

It is the responsibility of each Applicant to periodically check the HHS Grants RFA website for any additional information regarding this RFA. Failure to check the posting websites will in no way release any Applicant or awarded Grantee from the requirements of posted Addenda or additional information. 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 websites or for the failure of any Applicant or awarded Grantee to stay informed of all postings to these websites. If the Applicant fails to monitor these websites for any changes or modifications to this RFA, such failure will not relieve the Applicant of its obligation to fulfill the requirements as posted.

7.7 EXCEPTIONS AND ASSUMPTIONS

Applicants are highly encouraged, in lieu of including exceptions in their Applications, to address all issues that might be advanced by way of exception or assumptions by submitting questions or requests for clarification pursuant to **Section 7.3, RFA Questions and Requests for Clarification**.

No exception, nor any other term, condition, or provision in an Application that differs, varies from, or contradicts this RFA, will be considered to be part of any Grant Agreement resulting from this RFA unless expressly made a part of the Grant Agreement in writing by the System Agency.

Section VIII. Application Organization and Submission Requirements**8.1 APPLICATION RECEIPT**

Applications must be received by HHSC by the Deadline for Submission of Applications specified in **Section 7.1, Schedule of Events**, or subsequent Addenda. HHSC will date and time stamp all Applications upon receipt. Applications received after the Deadline for Submission of Applications may be ruled ineligible. Applicants should allow for adequate time for submission before the posted Deadline for Submission.

No HHS agency will be held responsible for any Application that is mishandled prior to receipt by HHSC. It is the Applicant's responsibility to ensure its Application is received by HHSC before the Deadline for Submission of Applications. No HHS agency will be responsible for any technical issues that result in late delivery, non-receipt of an Application, inappropriately identified documents, or other submission issue that may lead to disqualification.

Note: All Applications become the property of HHSC after submission and receipt and will not be returned to Applicant.

ATTACHMENT H

Applicants understand and acknowledge that issuance of this RFA or retention of Applications received in response to this RFA in no way constitutes a commitment to award Grant Agreement(s) as a result of this RFA.

8.2 APPLICATION SUBMISSION

By submitting an Application in response to this Solicitation, Applicant represents and warrants that the individual submitting the Application and any related documents on behalf of the Applicant is authorized to do so and to binds the Applicant under any Grant Agreement that may result from the submission of an Application.

8.3 REQUIRED SUBMISSION METHOD

Applicants must submit their completed Applications by the Deadline for Submission of Applications provided in the **Section 7.1, Schedule of Events**, or subsequent Addenda, using one of the approved methods identified below. Applications submitted by any other method (e.g., facsimile) will not be considered and will be disqualified.

Submission Option #1 HHS Online Bid Room: Applicants shall upload the following documents to the Online Bid Room utilizing the procedures in **Exhibit G, HHS Online Bid Room. File Size Limitation:** Restriction to 250MB per file attachment.

- 1) One (1) copy marked as “Original Application” that contains the Applicant’s entire application in a Portable Document Format (“.pdf”) file.
- 2) One (1) copy of the completed **Exhibit H, FY 2026 HTW CR Budget Workbook**, in its original Excel format.
- 3) One (1) copy of the complete Application marked as “Public Information Act Copy,” if applicable, in accordance with **Section 12.1, Texas Public Information Act**, in a Portable Document Format (“.pdf”) file.

Submission Option #2 Sealed Package with USB Drives: Applicants shall submit each of the following on separate USB drives:

- 1) One (1) USB drive with the complete Application file marked as “Original Application” in a Portable Document Format (“.pdf”) file. Include the USB in a separate envelope within the sealed Application package and mark the USB and envelope with “Original Application.” USB drive must include the completed **Exhibit H, FY 2026 HTW CR Budget Workbook**, in its original Excel format.
- 2) One (1) USB drive with a copy of the complete Application file marked as “Public Information Act Copy,” if applicable and in accordance with **Section 12.1, Texas Public Information Act**. The copy must be in a Portable Document Format (“.pdf”) file. Include the USB in a separate envelope within the sealed package and mark the USB and envelope with “Public Information Act Copy” or “PIA Copy.”

Sealed packaged must be clearly labeled with the following:

- 1) RFA Number

ATTACHMENT H

- 2) RFA Title
- 3) Application Response Deadline
- 4) Sole Point of Contact's name
- 5) Applicant's legal name

Applicants are solely responsible for ensuring the USB drives are submitted in sealed packaging that is sufficient to prevent damage to contents and delivered by U.S. Postal Service, overnight or express mail, or hand delivery to the addresses below. No HHS agency will be responsible or liable for any damage.

Overnight/Express/Priority Mail	Hand Delivery
Health and Human Services Commission ATTN: JULIA SOLIS Tower Building Room 108 1100 W. 49th St., MC 2020 Austin, Texas 78756	Health and Human Services Commission ATTN: JULIA SOLIS Procurement & Contracting Services Building 1100 W. 49th St., MC 2020 Austin, Texas 78756

8.4 COSTS INCURRED FOR APPLICATION

All costs and expenses incurred in preparing and submitting an Application in response to this RFA and participating in the RFA selection process are entirely the responsibility of the Applicant.

8.5 APPLICATION COMPOSITION

All Applications must:

1. Be responsive to all RFA requirements;
2. Be clearly legible;
3. Be presented using font type Verdana, Arial, or Times New Roman, font size 12 pt., with one (1) inch margins and 1.5 line spacing; the sole 12-point font size exception is no less than size 10 pt. for tables, graphs, and appendices;
4. Include page numbering for each section of the proposal; and
5. Include signature of Applicant's authorized representative on all exhibits and forms requiring a signature. Copies of the Application documents should be made after signature.

ATTACHMENT H

8.6 APPLICATION ORGANIZATION

The complete Application file PDF must:

- 1) Be organized in the order outlined in the **Section XIII, Submission Checklist**, and include all required sections (e.g., “Administrative Information,” “Narrative Proposal,” “Exhibits to be Submitted with Application,” and “Addenda”)
 - a) **Exhibit H, FY 2026 HTW CR Budget Workbook**, is to be submitted in its original Excel format.
 - b) Each Application section must have a cover page with the Applicant’s legal name, RFA number, and Name of Grant identified.
- 2) Include all required documentation, exhibits, and forms completed and signed, as applicable. Copies of forms are acceptable, but all copies must be identical to the original. All exhibits must be submitted and obtained directly from the posted RFA package; previous versions and copies are not allowed or acceptable.

8.7 APPLICATION WITHDRAWALS OR MODIFICATIONS

Prior to the Deadline for Submission of Applications set forth in **Section 7.1, Schedule of Events**, or subsequent Addenda, an Applicant may:

1. Withdraw its Application by submitting a written request to the Sole Point of Contact; or
2. Modify its Application by submitting an entirely new submission, complete in all respects, using one of the approved methods of submission set forth in this RFA. The modification must be received by HHSC by the Deadline for Submission of Applications set forth in **Section 7.1, Schedule of Events**, or subsequent Addenda.

No withdrawal or modification request received after the Deadline for Submission of Applications, set forth in **Section 7.1, Schedule of Events**, or subsequent Addenda, will be considered. Additionally, in the event of multiple Applications received, the most timely received and/or modified Application will replace the Applicant’s original and all prior submission(s) in its entirety and the original submission(s) will not be considered.

ATTACHMENT H

Section IX. Application Screening and Evaluation**9.1 OVERVIEW**

A three-step selection process will be used:

1. Application screening to determine whether the Applicant meets the minimum requirements of this RFA;
2. Evaluation based upon specific criteria; and
3. Final selection based upon State priorities and other relevant factors, as outlined in **Section 10.1, Final Selection.**

9.2 INITIAL COMPLIANCE SCREENING OF APPLICATIONS

All Applications received by the Deadline for Submission of Applications as outlined in **Section 7.1, Schedule of Events**, or subsequent Addenda, will be screened by HHSC to determine which Applications meet all the minimum requirements of this RFA and are deemed responsive and qualified for further consideration. See **Section 3.2, Application Screening Requirements.**

At the sole discretion of HHSC, Applications with errors, omissions, or compliance issues may be considered non-responsive and may not be considered. The remaining Applications will continue to the evaluation stage and will be considered in the manner and form as which they are received. HHSC reserves the right to waive minor informalities in an Application. A “minor informality” is an omission or error that, in the determination of HHSC if waived or modified, would not give an Applicant an unfair advantage over other Applicants or result in a material change in the Application or RFA requirements. **Note:** Any disqualifying factor set forth in this RFA does not constitute an informality (e.g., **Exhibit A, HHS Solicitation Affirmations, Exhibit H, FY 2026 HTW CR Budget Workbook**).

HHSC, at its sole discretion, may give an Applicant the opportunity to submit missing information or make corrections at any point after receipt of Application. The missing information or corrections must be submitted to the Sole Point of Contact e-mail address in **Section 7.2, Sole Point of Contact**, by the deadline set by HHSC. Failure to respond by the deadline may result in the rejection of the Application and the Applicant’s not being considered for award.

9.3 QUESTIONS OR REQUESTS FOR CLARIFICATION FOR APPLICATIONS

System Agency reserves the right to ask questions or request clarification or revised documents for a submitted Application from any Applicant at any time prior to award. System Agency reserves the right to select qualified Applications received in response to this RFA without discussion of the Applications with Applicants.

ATTACHMENT H

9.4 EVALUATION CRITERIA

Applications will be evaluated and scored in accordance with the following scoring criteria using **Exhibit E, Evaluation Tool**.

Scoring Criteria: Qualified Applications shall be evaluated based upon:

- a. Work Plan (40%);
- b. Promotion and Outreach (40%); and
- c. Local Unmet Needs (20%).

9.5 PAST PERFORMANCE

System Agency reserves the right to request additional information and conduct 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 System Agency.

System Agency may examine Applicant's past performance which may include, but is not limited to, information about Applicant provided by any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government.

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

Past performance information regarding Applicants may include, but is not limited to:

1. Notices of termination;
2. Cure notices;
3. Assessments of liquidated damages;
4. Litigation;
5. Audit reports; and
6. Non-renewals of grants or contracts based on Applicant's unsatisfactory performance.

Applicants also may be rejected as a result of unsatisfactory past performance under any grant(s) or 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.

ATTACHMENT H

Reasons for which an Applicant may be denied a Grant Agreement at any point after application submission include, but are not limited to:

1. If applicable, 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
2. Applicant is currently under a corrective action plan through HHSC or DSHS, or
3. Applicant has had repeated, negative vendor performance reports for the same reason, or
4. Applicant has a record of repeated non-responsiveness to vendor performance issues, or
5. Applicant has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or substandard performance, or
6. Any other performance issue that demonstrates that awarding a Grant Agreement to Applicant would not be in the best interest of the State.

9.6 COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS

Prior to award of a Grant Agreement as a result of this RFA and in addition to the initial screening of Applications, all required verification checks will be conducted.

The information (e.g., legal name and, if applicable, assumed name (d/b/a), tax identification number, DUNS number) provided by Applicant will be used to conduct these checks. At System Agency's sole discretion, applicants found to be barred, prohibited, or otherwise excluded from award of a Grant Agreement may be disqualified from further consideration under this solicitation, pending satisfactory resolution of all compliance issues.

Checks include:

1. State of Texas Debarment and Warrant Hold

Applicant must not be debarred from doing business with the State of Texas (<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>) or have an active warrant or payee hold placed by the Comptroller of Public Accounts (CPA).

2. U.S. System of Award Management (SAM) Exclusions List

Applicant must not be excluded from contract participation at the federal level. This verification is conducted through SAM, the official website of the U.S. Government

ATTACHMENT H

which may be accessed at:
<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

3. Divestment Statute Lists

Applicant 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>

- a. Companies that boycott Israel;
- b. Companies with Ties to Sudan;
- c. Companies with Ties to Iran;
- d. Foreign Terrorist Organizations; and
- e. Companies with Ties to Foreign Terrorist Organizations.

4. HHS Office of Inspector General

Applicant must not be listed on the HHS Office of Inspector General Texas Exclusions List for people or businesses excluded from participating as a provider:
<https://oig.hhsc.texas.gov/exclusions>

5. U.S. Department of Health and Human Services

Applicant 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 from participation as a provider, unless a valid waiver is currently in effect:
<https://exclusions.oig.hhs.gov/>.

Additionally, if a subrecipient under a federal award, the Grantee shall comply with requirements regarding registration with the U.S. Government's System for Award Management (SAM). This requirement includes maintaining an active SAM registration and the accuracy of the information in SAM. The Grantee shall review and update information at least annually after initial SAM registration and more frequently as required by 2 CFR Part 25.

For Grantees that may make procurements using grant funds awarded under the Grant Agreement, Grantee must check SAM Exclusions that contain the names of ineligible, debarred, and/or suspended parties. Grantee certifies through acceptance of a Grant Agreement it will not conduct business with any entity that is an excluded entity under SAM.

HHSC reserves the right to conduct additional checks to determine eligibility to receive a Grant Agreement.

ATTACHMENT H

ATTACHMENT H

Section X. Award of Grant Agreement Process**10.1 FINAL SELECTION**

After initial screening for eligibility and Application completeness, and initial evaluation against the criteria listed in **Section 9.4, Evaluation Criteria**, the System Agency may apply other considerations such as program policy or other selection factors that are essential to the process of selecting Applications that individually or collectively achieve program objectives. In applying these factors, the System Agency may consult with internal and external subject matter experts. The funding methodology for issuing final Grant Agreements will include the following identified factors:

1. The highest-ranking Applicant in each of the eleven State's public health regions will be considered for funding. The public health regions can be found here: <https://www.dshs.texas.gov/center-health-statistics/texas-county-numbers-public-health-regions>.
2. If additional funds are available, the second highest ranking Applicant in each of the eleven State health regions will be considered for funding.
3. If additional funds are available, the third highest ranking Applicant in each of the eleven State health regions will be considered for funding.

The System Agency will make final funding decisions based on Applicant eligibility, evaluation rankings, the funding methodology above, and geographic distribution across the State, State priorities, reasonableness, availability of funding, cost-effectiveness, and other relevant factors.

All funding recommendations will be considered for approval by the HHSC Program Deputy Executive Commissioner, or their designee.

10.2 NEGOTIATIONS

After selecting Applicants for award, the System Agency may engage in negotiations with selected Applicants. As determined by System Agency, the negotiation phase may involve direct contact between the selected Applicant and HHS representatives by virtual meeting, by phone and/or by email. Negotiations should not be interpreted as a preliminary intent to award funding unless explicitly stated in writing by the System Agency and is considered a step to finalize the application to a state of approval and discuss proposed grant activities. During negotiations, selected Applicants may expect:

1. An in-depth discussion of the submitted Application and requested Budget; and
2. Requests from the System Agency for revised documents, clarification or additional detail regarding the Applicant's submitted Application. These clarifications and additional details, as required, must be submitted in writing by Applicant as finalized during the negotiation.

ATTACHMENT H

10.3 DISCLOSURE OF INTERESTED PARTIES

Subject to certain specified exceptions, Section 2252.908 of the Texas Government Code, Disclosure of Interested Parties, applies to a contract of a state agency that has a value of \$1 million or more; requires an action or vote by the governing body of the entity or agency before the contract may be signed; or is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code.

One of the requirements of Section 2252.908 is that a business entity (defined as “any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation”) must submit a Form 1295, Certificate of Interested Parties, to the System Agency at the time the business entity submits the signed contract.

Applicant represents and warrants that, if selected for award of a Grant Agreement as a result of this RFA, Applicant will submit to the System Agency a completed, certified and signed Form 1295, Certificate of Interested Parties, at the time the potential Grantee submits the signed Grant Agreement.

The Form 1295 involves an electronic process through the Texas Ethics Commission (TEC). The on-line process for completing the Form 1295 may be found on the TEC public website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Additional instructions and information to be used to process the Form 1295 will be provided by the System Agency to the potential Grantee(s). Grantee may contact Sole Point of Contact or designated Contract Manager for information needed to complete Form 1295.

If the potential Grantee does not submit a completed, certified and signed TEC Form 1295 to the System Agency with the signed Grant Agreement, the System Agency is prohibited by law from executing a contract, even if the potential Grantee is otherwise eligible for award. The System Agency, as determined in its sole discretion, may award the Grant Agreement to the next qualified Applicant, who will then be subject to this procedure.

10.4 EXECUTION AND ANNOUNCEMENT OF GRANT AGREEMENT(S)

The System Agency intends to award one or more Grant Agreements as a result of this RFA. However, not all Applicants who are deemed eligible to receive funds are assured of receiving a Grant Agreement.

At any time and at its sole discretion, System Agency reserves the right to cancel this RFA, make partial award, or decline to award any Grant Agreement(s) as a result of this RFA.

The final funding amount and the provisions of the grant will be determined at the sole discretion of System Agency.

HHSC may announce tentative funding awards through an “Intent to Award Letter” once the HHSC Program Deputy Executive Commissioner and relevant HHSC approval authorities have given approval to initiate and/or execute grants. Receipt of an “Intent to

ATTACHMENT H

Award Letter” does not authorize the recipient to incur expenditures or begin project activities, nor does it guarantee current or future funding.

Upon execution of a Grant Agreement(s) as a result of this RFA, HHSC will post a notification of all grants awarded to the [HHS Grants RFA](#) website.

ATTACHMENT H

Section XI. General Terms and Conditions**11.1 GRANT APPLICATION DISCLOSURE**

In an effort to maximize state resources and reduce duplication of effort, the System Agency, at its discretion, may require the Applicant to disclose information regarding the application for or award of state, federal, and/or local grant funding to the Applicant or Subgrantee or subcontractor (i.e. organization who will participate, in part, in the operation of the Project) within the past two years to provide women's health and family planning services.

11.2 TEXAS HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)

In procuring goods and services using funding awarded under this RFA, Grantee must use HUBs or other designated businesses as required by law or the terms of the state or federal grant under which this RFA has been issued. See, e.g., 2 CFR 200.321. If there are no such requirements, System Agency encourages Applicant to use HUBs to provide goods and services.

For information regarding the Texas HUB program, refer to CPA's website: <https://comptroller.texas.gov/purchasing/vendor/hub/>.

ATTACHMENT H

Section XII. Application Confidential or Proprietary Information**12.1 TEXAS PUBLIC INFORMATION ACT – APPLICATION DISCLOSURE REQUIREMENTS**

Applications and resulting Grant Agreements 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 grants and applications 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 Applicant asserts that information provided in its Application is exempt from disclosure under the PIA, Applicant must:

1. **Mark Original Application:**
 - a. Mark the Original Application, at the top of the front page, with the words “CONTAINS CONFIDENTIAL INFORMATION” in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font); and
 - b. 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);
2. **Certify in Original Application – HHS Solicitation:** Certify, in the designated section of the **Exhibit A, HHS Solicitation Affirmations**, Applicant’s confidential information assertion and the filing of its Public Information Act Copy; and
3. **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 RFA). The Public Information Act Copy must meet the following requirements:
 - a. 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);
 - b. Each portion Applicant claims is exempt from public disclosure must be redacted (blacked out); and
 - c. Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in **Subsection (3) of this section** must be identical to those set forth in the Original Application as required in **Subsection 1(b)**, 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.

ATTACHMENT H

By submitting an Application under this RFA, Applicant agrees that, if Applicant does not mark the Original Application, provide the required certification in Exhibit A, HHS Solicitation Affirmations, and submit the Public Information Act Copy, the 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 the System Agency's public website, and posted on the Legislative Budget Board's public website.

If any or all Applicants submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, the System Agency, 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.

No Applicant should 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 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 RFA, Applicant acknowledges that all information, documentation, and other materials submitted in its Application 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. 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. The System Agency 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, 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>.

ATTACHMENT H

12.2 APPLICANT 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 AND HHS FROM ANY CLAIM OF INFRINGEMENT REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF THE SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHS BY THE SUBMITTING PARTY.

ATTACHMENT H

Section XIII. Submission Checklist

HHSC, in its sole discretion, will review all Applications received and will determine if any or all Applications which do not include complete, signed copies of these exhibits and/or addenda, will be disqualified or whether additional time will be permitted for submission of the incomplete or missing exhibits. If additional time is permitted, Applicants will be notified in writing of the opportunity to provide the missing documentation by a specified deadline. Failure by an Applicant to submit the requested documentation by the deadline WILL result in disqualification. Applications that do not include Exhibit A, HHS Solicitation Affirmations (completed and signed), and Exhibit H, FY 2026 HTW CR Budget Workbook (completed), will be disqualified. See Section 9.2, Initial Compliance Screening of Applications for further detail.

This Submission Checklist identifies the documentation, forms and exhibits that are required to be submitted as part of the Application.

The Application must be organized in the order below and include each required section and the forms and exhibits identified within a section:

1. Administrative Information

- a. Form A: Face Page _____
- b. Form B: Administrative Entity Information _____
- c. Form B1: Governmental Entity (if applicable) _____
- d. Form B2: Nonprofit Entity (if applicable) _____

2. Narrative Proposal [The Narrative Proposal must be titled “Narrative Proposal” and include the Applicant’s Legal Name, the RFA No., and the name of the Grant Program. Use the titles below for each required section.]

- a. Form C: Work Plan _____
- b. Form D: Texas Counties Served by Region _____
- c. Form E: Subcontracting Information _____

3. Exhibits to be Completed, Signed, and Submitted with Application

- a. Exhibit A – HHS Solicitation Affirmations _____

Per Section 3.2, Application Screening Requirements, Exhibit A is mandatory and must be completed, signed and submitted for the Application to be considered responsive. Applications received without Exhibit A or with an unsigned Exhibit A may be disqualified.

- b. Exhibit D-1: Governmental Entity Version HHS Data Use Agreement

ATTACHMENT H

V.8.5, if applicable _____

c. Exhibit D-2: Texas HHS System Data Use Agreement – Attachment 2
Security and Privacy Inquiry (SPI) _____

d. Exhibit F: Exceptions Form _____

e. Exhibit H: FY 2026 HTW CR Budget Workbook (Excel) _____

This FY 2026 HTW CR Budget Workbook is mandatory and must be submitted with the Application, in the original format (Excel), for the Application to be considered responsive. Applications received without the completed FY 2026 HTW CR Budget Workbook will be disqualified.

f. Form F: HHS System Indirect Costs Rate Questionnaire _____

g. Form G: Internal Controls Questionnaire _____

h. Form H: Contract and Litigation History _____

4. Addenda: Each Addendum, if any, must be signed and submitted with the Application.

ATTACHMENT H

Section XIV. List of Forms and Exhibits Attached to RFA**Forms**

Form A	Face Page
Form B	Administrative Entity Information
Form B-1	Governmental Entity (if applicable)
Form B-2	Nonprofit Entity (if applicable)
Form C	Work Plan
Form D	Texas Counties Served by Region
Form E	Subcontracting Information
Form F	HHS System Indirect Cost Rate Questionnaire
Form G	Internal Controls Questionnaire
Form H	Contract and Litigation History

Exhibits

Exhibit A	HHS Solicitation Affirmations, version 2.6
Exhibit B	HHS Uniform Terms and Conditions – Grant, version 3.5
Exhibit C	HHS Additional Provisions – Grant Funding, version 1.0
Exhibit D-1	HHS Data Use Agreement Governmental Entity, version 8.5
Exhibit D-2	Texas HHS System Data Use Agreement Security and Privacy Inquiry (SPI)
Exhibit E	Evaluation Tool
Exhibit F	Exceptions Form
Exhibit G	Online Bid Room
Exhibit H	FY 2026 HTW CR Budget Workbook (Excel)

ATTACHMENT H

Solicitation Number HHS0015451**Exhibit A. HHS SOLICITATION AFFIRMATIONS**

In this document, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to any contract resulting from the Solicitation. In this document, the terms Respondent, Contractor, Applicant, and Vendor, when referring to the following affirmations (whether framed as certifications, representations, warranties, or in other terms) refer to Respondent, and the affirmations apply to all Respondents regardless of their business form (e.g., individual, partnership, corporation). To the extent applicable for DFPS solicitations, the definition of System Agency includes DFPS.

Respondent must provide information, as applicable, and affirms, without exception, as follows:

1. Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation.
2. **Complete and Accurate Information.** Respondent represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. **Public Information Act.** Respondent understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. **Contracting Information Requirements.** Respondent represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
5. **Confidential or Proprietary Information.** Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.

ATTACHMENT H

6. **Binding Offer.** Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.
7. **Assignment.** Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
8. **Terms and Conditions.** Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. No exceptions, terms, or conditions will be considered if not advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation as well as terms and conditions advanced by Respondent that differ in any manner from HHS' terms and conditions are rejected unless expressly accepted by System Agency in writing in a fully executed contract.
9. **HHS Right to Use.** Respondent agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.
10. **Release from Liability.** Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHS.
11. **Addenda and Amendments to Solicitation.** Respondent acknowledges all addenda and amendments to the Solicitation.
12. **Texas Bidder.** Respondent certifies that if a Texas address is shown as the address of Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
13. **Preferences.** Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):
 - ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - ☐ Agricultural products grown in Texas
 - ☐ Agricultural products offered by a Texas bidder
 - ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - ☐ Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - ☐ Texas Vegetation Native to the Region
 - ☐ USA-produced supplies, materials or equipment
 - ☐ Products of persons with intellectual or physical disabilities

ATTACHMENT H

- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or reused computer equipment of other manufacturers
- ☐ Foods of higher nutritional value
- ☐ Commercial production company or advertising agency located in Texas

14. **Dealings with Public Servants.** Respondent has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.
15. **Financial Participation Prohibited.** Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
16. **Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
17. **Child Support Obligation.** Under Section 231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Repondent may be liable for additional costs and damages set out in 231.006(f). Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code must include in the Response the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Response:

Name:	_____	SSN:	_____
Name:	_____	SSN:	_____
Name:	_____	SSN:	_____
Name:	_____	SSN:	_____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of requested SSNs is required under Section 231.006(c) and

ATTACHMENT H

Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law.

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

18. **Suspension and Debarment.** Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Respondent's subcontracts, if any, if payment in whole or in part is from federal funds.
19. **Excluded Parties.** Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.
20. **Foreign Terrorist Organizations.** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
21. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of the contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
22. **Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
23. **Franchise Tax Status.** Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
24. **Debts and Delinquencies.** Respondent agrees that any payments due under any contract resulting from this Solicitation shall be applied towards any debt or delinquency that is owed to the State of Texas.
25. **Lobbying Prohibition.** Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

ATTACHMENT H

26. **Buy Texas.** Respondent agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
27. **Disaster Recovery Plan.** Respondent agrees that upon request of HHS, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
28. **Computer Equipment Recycling Program.** If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
29. **Television Equipment Recycling Program.** If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
30. **Cybersecurity Training.** Respondent represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
31. **Restricted Employment for Certain State Personnel.** Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Respondent may not accept employment from Respondent before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.
32. **No Conflicts of Interest.** Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
33. **Fraud, Waste, and Abuse.** Respondent understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to the Health and Human Services Commission's Office of Inspector General. Respondent agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

ATTACHMENT H

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

- 34. Antitrust.** The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.
- 35. Legal and Regulatory Actions.** Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Respondent or any of the individuals or entities included in numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment to this Solicitation Affirmations document a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into a contract. Respondent must identify here how many pages, if any, are attached: _____. Respondent acknowledges this is a continuing disclosure requirement. In addition, Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.
- 36. E-Verify.** Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

ATTACHMENT H

- A. all persons employed by Respondent to perform duties within Texas; and
- B. all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.

37. Former Agency Employees – Certain Contracts. If this Solicitation is for an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, Respondent represents and warrants that neither Respondent nor any of Respondent's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

38. Disclosure of Prior State Employment – Consulting Services. If this Solicitation is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Respondent offering to provide consulting services in response to this solicitation who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response must disclose the following information in its Solicitation Response and hereby certifies that this information is true, correct, and complete:

(1) Name of individual(s) (Respondent or employee(s)):

(2) Status (check one): ☐ Respondent ☐ Employee

(3) The nature of the previous employment with System Agency or the other State of Texas agency:

(4) The date the employment was terminated and the reason for the termination:

(5) The annual rate of compensation for the employment at the time of its termination: _____

If more than one individual is identified in A(1) above, Respondent must provide responses to A(2)-(5) as to each identified individual. To satisfy this requirement, Respondent must attach a separate page or pages, as necessary, and include the information required in Section A, including subsections (1)-(5). Respondent must identify here how many pages, if any, are attached: _____. Respondent acknowledges, agrees, and certifies that all information provided is true, correct, and complete on this and all attached pages.

ATTACHMENT H

- B. If no information is provided in response to Section A above, Respondent certifies that neither Respondent nor any individual employed by Respondent was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response.
39. **Entities that Boycott Israel.** Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (1) it meets an exemption criteria under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the boycott certification:
-
40. **Abortion Funding Limitation.** Respondent understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act: (1) performs an abortion procedure that is not reimbursable under the state's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article IX.
41. **Funding Eligibility.** Respondent understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, System Agency cannot contract with an abortion provider or an affiliate of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the certification:
-
42. **Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.** Respondent understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or

ATTACHMENT H

individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code.

Respondent also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

- 43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216).** Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.
- 44. COVID-19 Vaccine Passports.** Pursuant to Texas Health and Safety Code, Section 161.0085(c), Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
- 45. COVID-19 Vaccinations.** Respondent understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to DSHS may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article II.
- 46. Entities that Boycott Energy Companies.** In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., if Respondent is required to make a verification pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must state here why the verification is not required:

ATTACHMENT H

- 47. Entities that Discriminate Against Firearm and Ammunition Industries.** In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., if Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must state here why the verification is not required:
-
- 48. Security Controls for State Agency Data.** In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Respondent understands, acknowledges, and agrees that if awarded a contract pursuant to this Solicitation and under which Respondent will be authorized to access, transmit, use, or store data for System Agency, Respondent is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the contract based on the sensitivity of System Agency's data and that Respondent must periodically provide to System Agency evidence that Respondent meets the security controls required under the contract.
- 49. Cloud Computing State Risk and Authorization Management Program (TX-RAMP).** In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Respondent acknowledges and agrees that, if providing cloud computing services for System Agency, Respondent must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with a vendor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless the vendor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Respondent certifies it will maintain program compliance and certification throughout the term of the Contract.
- 50. Foreign-Owned Companies in Connection with Critical Infrastructure.** If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to a contract resulting from this Solicitation, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

ATTACHMENT H

- 51. Critical Infrastructure Subcontracts.** For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Respondent shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Respondent will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.
- 52. Enforcement of Certain Federal Firearms Laws Prohibited.** In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Respondent, Respondent certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.
- 53. Prohibition on Abortions.** Respondent understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article II.
- 54.** Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Respondent certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:
- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
 - b. Listed in Section 1260H of the 2021 NDAA; or
 - c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
 - d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.
- 55. Public Information Act Copy.** Respondent understands, acknowledges, and agrees, that solicitation responses and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon

ATTACHMENT H

request or through posting on the System Agency's website, the LBB's website, or as otherwise required by law. Respondent certifies that it:

- ☐ asserts that information provided in its response is exempt from disclosure under the PIA, and Respondent, therefore, has submitted a "Public Information Act Copy" as required under the solicitation; or
- ☐ asserts that there is no information provided in its response that is exempt from disclosure under the PIA, and Respondent, therefore, has not submitted a "Public Information Act Copy."

- 56. No Felony Criminal Convictions.** Respondent represents that neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Respondent has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.
- 57. Unfair Business Practices.** Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.
- 58. False Representation.** Respondent understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Respondent is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any contract resulting from this Solicitation.
- 59. Permits and Licenses.** Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any contract resulting from this Solicitation.
- 60. False Statements.** Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.
- 61. Signature Authority.** By submitting this Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

Signature Page Follows

ATTACHMENT H

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

Legal Name of Respondent

Assumed Business Name of Respondent, if applicable (d/b/a or ‘doing business as’)

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative

Date Signed

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Identification Number (TIN)

Texas Franchise Tax Number

Texas Secretary of State Filing Number

SAM.gov Unique Entity Identifier (UEI)

ATTACHMENT H



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

ATTACHMENT H

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

ATTACHMENT H

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS..... 6

1.1 DEFINITIONS 6

1.2 INTERPRETIVE PROVISIONS..... 7

ARTICLE II. PAYMENT PROVISIONS..... 8

2.1 PROMPT PAYMENT..... 8

2.2 TAXES 8

2.3 ANCILLARY AND TRAVEL EXPENSES 8

2.4 BILLING 9

2.5 USE OF FUNDS 9

2.6 USE FOR MATCH PROHIBITED..... 9

2.7 PROGRAM INCOME 9

2.8 NONSUPPLANTING..... 9

2.9 INDIRECT COST RATES..... 9

ARTICLE III. STATE AND FEDERAL FUNDING 10

3.1 EXCESS OBLIGATIONS PROHIBITED..... 10

3.2 NO DEBT AGAINST THE STATE..... 10

3.3 DEBTS AND DELINQUENCIES 10

3.4 REFUNDS AND OVERPAYMENTS 10

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS 10

4.1 ALLOWABLE COSTS 10

4.2 AUDITS AND FINANCIAL STATEMENTS..... 11

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS 12

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS..... 12

5.1 WARRANTY 12

5.2 GENERAL AFFIRMATIONS..... 12

5.3 FEDERAL ASSURANCES 12

5.4 FEDERAL CERTIFICATIONS 12

5.5 STATE ASSURANCES..... 13

ARTICLE VI. INTELLECTUAL PROPERTY..... 13

6.1 OWNERSHIP OF WORK PRODUCT..... 13

6.2 GRANTEE’S PRE-EXISTING WORKS..... 13

6.3 THIRD PARTY IP 14

ATTACHMENT H

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS 14

6.5 DELIVERY UPON TERMINATION OR EXPIRATION 14

6.6 SURVIVAL 14

6.7 SYSTEM AGENCY DATA 14

ARTICLE VII. PROPERTY 15

7.1 USE OF STATE PROPERTY..... 15

7.2 DAMAGE TO STATE PROPERTY 15

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT 16

7.4 EQUIPMENT AND PROPERTY..... 16

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY..... 16

8.1 RECORD MAINTENANCE AND RETENTION 16

8.2 AGENCY’S RIGHT TO AUDIT 16

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS 17

8.4 STATE AUDITOR’S RIGHT TO AUDIT 17

8.5 CONFIDENTIALITY 18

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES..... 18

9.1 REMEDIES..... 18

9.2 TERMINATION FOR CONVENIENCE 18

9.3 TERMINATION FOR CAUSE 19

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY’S TERMINATION COSTS.... 19

9.5 INHERENTLY RELIGIOUS ACTIVITIES 19

9.6 POLITICAL ACTIVITIES..... 19

ARTICLE X. INDEMNITY 20

10.1 GENERAL INDEMNITY 20

10.2 INTELLECTUAL PROPERTY 20

10.3 ADDITIONAL INDEMNITY PROVISIONS 21

ARTICLE XI. GENERAL PROVISIONS..... 21

11.1 AMENDMENTS 21

11.2 NO QUANTITY GUARANTEES..... 21

11.3 CHILD ABUSE REPORTING REQUIREMENTS 21

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE
POLICY MINIMUM STANDARDS 21

11.5 INSURANCE AND BONDS 22

ATTACHMENT H

11.6 LIMITATION ON AUTHORITY 22

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS 23

11.8 SUBCONTRACTORS 23

11.9 PERMITTING AND LICENSURE 23

11.10 INDEPENDENT CONTRACTOR 23

11.11 GOVERNING LAW AND VENUE 23

11.12 SEVERABILITY..... 24

11.13 SURVIVABILITY 24

11.14 FORCE MAJEURE 24

11.15 NO IMPLIED WAIVER OF PROVISIONS 24

11.16 FUNDING DISCLAIMERS AND LABELING 24

11.17 MEDIA RELEASES 25

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS 25

11.19 SOVEREIGN IMMUNITY 25

11.20 ENTIRE CONTRACT AND MODIFICATION 25

11.21 COUNTERPARTS 25

11.22 PROPER AUTHORITY..... 26

11.23 E-VERIFY PROGRAM 26

11.24 CIVIL RIGHTS..... 26

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS 27

11.26 DISCLOSURE OF LITIGATION..... 27

11.27 NO THIRD PARTY BENEFICIARIES 27

11.28 BINDING EFFECT..... 27

ATTACHMENT H

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS**1.1 DEFINITIONS**

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

“[Contract](#)” or “[Grant Agreement](#)” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“[Deliverables](#)” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“[DSHS](#)” means the Department of State Health Services.

“[Effective Date](#)” means the date on which the Grant Agreement takes effect.

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

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“[HHSC](#)” means the Texas Health and Human Services Commission.

“[Health and Human Services](#)” or “[HHS](#)” includes HHSC and DSHS.

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

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

“[Parties](#)” means the System Agency and Grantee, collectively.

“[Party](#)” means either the System Agency or Grantee, individually.

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

ATTACHMENT H

“[Signature Document](#)” means the document executed by all Parties for this Grant Agreement.

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

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

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

“[State of Texas Textravel](#)” means the Texas Comptroller of Public Accounts’ website relative to travel reimbursements under this Contract, if any.

“[Statement of Work](#)” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

“[System Agency](#)” means HHSC or DSHS, as applicable.

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

“[Texas Grant Management Standards](#)” or “[TxGMS](#)” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

ATTACHMENT H

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).
 No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller’s *Texttravel* guidelines, which can currently be accessed at: <https://fmxcpa.texas.gov/fmx/travel/texttravel/>

ATTACHMENT H

2.4 BILLING

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

2.5 USE OF FUNDS

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

2.6 USE FOR MATCH PROHIBITED

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

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ATTACHMENT H

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBTS AND DELINQUENCIES

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

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

ATTACHMENT H

criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.
- ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.
- iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least \$750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least \$1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iv. If Grantee, within Grantee's fiscal year, expends at least \$750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
- v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
- vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

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

ATTACHMENT H

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

ATTACHMENT H

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY**6.1 OWNERSHIP OF WORK PRODUCT**

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

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

ATTACHMENT H

- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

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

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

ATTACHMENT H

- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

ATTACHMENT H

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

ATTACHMENT H

providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
- E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
- C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

ATTACHMENT H

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
- i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
 - ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

ATTACHMENT H

9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:
- i. Material Breach**
The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.
 - ii. Failure to Maintain Financial Viability**
The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.
- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

ATTACHMENT H

- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. **GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**
- B. **THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. **FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.**

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. **THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
- ii. **ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. **SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

ATTACHMENT H

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. GENERAL PROVISIONS**11.1 AMENDMENTS**

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.**
- B. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.**

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

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

ATTACHMENT H

- i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
 - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

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

11.6 LIMITATION ON AUTHORITY

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or

ATTACHMENT H

the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

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

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

ATTACHMENT H

arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

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

11.14 FORCE MAJEURE

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

11.15 NO IMPLIED WAIVER OF PROVISIONS

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

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

ATTACHMENT H

- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

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

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

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

11.21 COUNTERPARTS

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

ATTACHMENT H

11.22 PROPER AUTHORITY

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

11.23 E-VERIFY PROGRAM

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

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

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

ATTACHMENT H

- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
 701 W. 51st Street, Mail Code W206
 Austin, Texas 78751
 Phone Toll Free: (888) 388-6332
 Phone: (512) 438-4313
 Fax: (512) 438-5885
 Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

ATTACHMENT H

RFA HHS0015451

Exhibit C, Health and Human Services ,Additional Provisions V.1.0 – Grant Funding , February 2021



**Health and Human Services (HHS)
Additional Provisions – Grant Funding
Version 1.0
Effective: February 2021**

ATTACHMENT H

RFA HHS0015451

Exhibit C, Health and Human Services ,Additional Provisions V.1.0 – Grant Funding , February 2021

TABLE OF CONTENTS

1. TURNOVER PLAN.....	3
2. TURNOVER ASSISTANCE.....	3
3. TRADEMARK LICENSE	3
4. TRADEMARK OWNERSHIP	4
5. ELECTRICAL ITEMS	4
6. DISASTER SERVICES.....	4
7. NOTICE OF A LICENSE ACTION.....	4
8. EDUCATION TO PERSONS IN RESIDENTIAL FACILITIES.....	5
9. CONSENT TO MEDICAL, DENTAL, PSYCHOLOGICAL, AND SURGICAL TREATMENT OF A CHILD	5
10. TELEMEDICINE/TELEHEALTH SERVICES	5
11. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY	5
12. THIRD PARTY PAYORS	6
13. HIV/AIDS MODEL WORKPLACE GUIDELINES	6
14. MEDICAL RECORDS RETENTION.....	7
15. INTERIM EXTENSION AMENDMENT	7
16. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS	7
17. PROJECT COMMENCEMENT	9
18. DUPLICATION OF FUNDING	9
19. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS.....	10
20. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION.....	10
21. NOTICE OF BANKRUPTCY	10
22. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL.....	10
23. NOTICE OF INSOLVENCY, INCAPACITY, OR OUTSTANDING UNPAID OBLIGATIONS	10

ATTACHMENT H

RFA HHS0015451

Exhibit C, Health and Human Services ,Additional Provisions V.1.0 – Grant Funding , February 2021

ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Grant Agreement. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHS Uniform Terms and Conditions, Exhibit B.

1. TURNOVER PLAN

System Agency, in its sole discretion, may require Grantee/Contractor to develop and submit a Turnover Plan at any time during the term of the Grant Agreement/Contract.

Grantee/Contractor must submit the Turnover Plan to System Agency for review and approval. The Turnover Plan must describe Grantee/Contractor's policies and procedures that will ensure:

- i. The least disruption in the implementation and performance of grant-funded activities during Turnover; and
- ii. Full cooperation with System Agency or its designee in transferring the performance and obligations of the Grant Agreement/Contract.

2. TURNOVER ASSISTANCE

Grantee/Contractor will provide any assistance and actions reasonably necessary to enable System Agency or its designee to effectively close out the Grant Agreement/Contract and transfer the performance and obligations of the Grant Agreement/Contract to another Grantee/Contractor or to System Agency if necessary. Grantee/Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Grant Agreement/Contract and remains in effect until completed to the satisfaction of System Agency.

3. TRADEMARK LICENSE

System Agency grants to Grantee/Contractor, for the term of the Grant Agreement/Contract, a limited non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce System Agency's trademarks on published materials in the United States related to the performance of the Grant Agreement/Contract, provided that such license is expressly conditional upon, and subject to, the following:

- i. Grantee/Contractor is in compliance with all provisions of the Grant Agreement/Contract;
- ii. Grantee/Contractor's use of the trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements set forth in this Grant Agreement/Contract or as otherwise communicated by System Agency;
- iii. Grantee/Contractor takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel and/or oppose System Agency's right, title and interest in the trademarks or their validity;
- iv. Grantee/Contractor makes no attempt to sublicense any rights under this trademark license; and
- v. Grantee/Contractor complies with any marking requests System Agency may make in

ATTACHMENT H

RFA HHS0015451

Exhibit C, Health and Human Services ,Additional Provisions V.1.0 – Grant Funding , February 2021

relation to the trademarks, including without limitation to use the phrase “Registered Trademark”, the registered trademark symbol “®” for registered trademarks, and the symbol “™” for unregistered trademarks.

4. TRADEMARK OWNERSHIP

Grantee/Contractor acknowledges and agrees that the trademarks remain the exclusive property of System Agency, that all right, title and interest in and to the trademarks is exclusively held by System Agency, and all goodwill associated with such trademarks inures solely to System Agency.

5. ELECTRICAL ITEMS

All electrical items purchased under this Grant Agreement/Contract or used in the performance of approved and eligible grant-funded activities must meet all applicable Occupational Safety and Health Administration (OSHA) standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

6. DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Grantee/Contractor may be called upon to assist the System Agency in providing the following services:

- i. Community evacuation;
- ii. Health and medical assistance;
- iii. Assessment of health and medical needs;
- iv. Health surveillance;
- v. Medical care personnel;
- vi. Health and medical equipment and supplies;
- vii. Patient evacuation;
- viii. In-hospital care and hospital facility status;
- ix. Food, drug and medical device safety;
- x. Worker health and safety;
- xi. Mental health and substance abuse;
- xii. Public health information;
- xiii. Vector control and veterinary services; and
- xiv. Victim identification and mortuary services.

7. NOTICE OF A LICENSE ACTION

Grantee/Contractor shall notify the assigned System Agency contract manager in writing of any action impacting Grantee/Contractor’s license to provide services under this Grant Agreement/Contract within five business days of becoming aware of the action and include the following:

- i. Reason for such action;
- ii. Name and contact information of the local, state or federal department or agency or entity;
- iii. Date of the license action; and

ATTACHMENT H

RFA HHS0015451

Exhibit C, Health and Human Services ,Additional Provisions V.1.0 – Grant Funding , February 2021

iv. License or case reference number.

8. EDUCATION TO PERSONS IN RESIDENTIAL FACILITIES

- A. Grantee/Contractor shall ensure that all persons, who are housed in System Agency licensed or funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.
- B. Grantee/Contractor shall notify the local education agency or local early intervention program not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Grantee/Contractor's residential facility.

9. CONSENT TO MEDICAL, DENTAL, PSYCHOLOGICAL, AND SURGICAL TREATMENT OF A CHILD

Unless a federal law applies, before a Grantee/Contractor or its subcontractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

10. TELEMEDICINE/TELEHEALTH SERVICES

If Grantee/Contractor or its subcontractor provides grant-funded telemedicine/telehealth services, these services shall be in accordance with the Grantee/Contractor's written procedures, applicable law, the Grantee's/Contractor's or subcontractor's licensing board rules, and System Agency equipment standards, if applicable. Grantee/Contractor's procedures for providing telemedicine/telehealth service must include the following requirements:

- i. Consider any contraindications to the use of telemedicine/telehealth;
 - ii. Qualified staff members to ensure the safety of the individual being served by telemedicine/telehealth at the remote site;
 - iii. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
 - iv. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
 - v. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
 - vi. Priority in scheduling the system for clinical care of individuals;
 - vii. Quality oversight and monitoring of satisfaction of the individuals served; and
 - viii. Management of information and documentation for telemedicine/telehealth services that ensures timely access to accurate information between the two sites.
- Telemedicine/telehealth Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule §448.911.

11. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

- A. Grantee/Contractor shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities. Meaningful access may entail providing language

ATTACHMENT H

RFA HHS0015451

Exhibit C, Health and Human Services ,Additional Provisions V.1.0 – Grant Funding , February 2021

assistance services, including oral interpretation and written translation, if necessary.
More information can be found at <https://www.lep.gov/>.

- B. Grantee/Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
- C. Grantee/Contractor shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

12. THIRD PARTY PAYORS

- A. Except as provided in this Grant Agreement/Contract, Grantee/Contractor shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.
- B. As applicable, the Grantee/Contractor shall:
 - i. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Grant Agreement/Contract that may be covered by those programs and bill those programs for the covered services;
 - ii. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
 - iii. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services and bill the System Agency for the deductible;
 - iv. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
 - v. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
 - vi. Bill all third party payors for services provided under this Grant Agreement/Contract before submitting any request for reimbursement to System Agency; and
 - vii. Provide third party billing functions at no cost to the client.

13. HIV/AIDS MODEL WORKPLACE GUIDELINES

- A. Grantee/Contractor shall implement DSHS's HIV-STD Policy No. 090.021, HIV/AIDS Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, accessible at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>.
- B. Grantee/Contractor shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health & Safety Code §§ 85.112-114.

ATTACHMENT H

RFA HHS0015451

Exhibit C, Health and Human Services ,Additional Provisions V.1.0 – Grant Funding , February 2021

14. MEDICAL RECORDS RETENTION

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

15. INTERIM EXTENSION AMENDMENT

- A. Prior to or on the expiration date of this Grant Agreement/Contract, the Parties agree that this Grant Agreement/Contract can be extended as provided under this section.
- B. The System Agency shall provide written notice of interim extension amendment to the Grantee/Contractor under one of the following circumstances:
 - i. Continue provision of services in response to a disaster declared by the governor; or
 - ii. To ensure that services are provided to clients without interruption.
- C. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- D. Grantee/Contractor will provide and invoice for services in the same manner that is stated in the Grant Agreement/Contract.
- E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement/Contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- F. An interim extension under subsection (B)(i) of this section shall be a one-time extension for a period of time determined by the System Agency.

16. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS**Applicability**

- i. This section applies to the procurement or development of Information and Communication Technology (ICT) for Health and Human Services (HHS), or any changes to HHS's ICT. This section also applies if the Grant Agreement/Contract requires Grantee/Contractor to perform a service or supply goods that include ICT that: (i) HHS employees are required or permitted to access; or (ii) members of the public are required or permitted to access. This section does not apply to incidental uses of ICT in the performance of a Grant Agreement/Contract, unless the parties agree that the ICT will become property of the state or will be used by HHS's Client/Recipient after completion of the Grant Agreement/Contract.
 - ii. Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product / service.
- B. Definitions**
- The legacy term “Electronic and Information Resources” (EIR) and the term “Information and Communication Technology” (ICT) are considered equivalent in meaning for the purpose of applicability of HHS Uniform Terms and Conditions, policies, accessibility checklists, style guides, Grant Agreement/Contract specifications, and other Grant Agreement/Contract management documents. To the extent that any other of the following definitions conflict with definitions elsewhere in this Grant Agreement/Contract, the following definitions are applicable to this section only.

ATTACHMENT H

RFA HHS0015451

Exhibit C, Health and Human Services ,Additional Provisions V.1.0 – Grant Funding , February 2021

- i. **“Accessibility Standards”** refers to the Information and Communication Technology Accessibility Standards and the Web Accessibility Standards/Specifications under the Web Content Accessibility Guidelines version 2.0 Level AA, (WCAG 2.0).
 - ii. **“Information and Communication Technology (ICT)”** is any information technology, equipment, or interconnected system or subsystem of equipment for which the principal function is the creation, conversion, duplication, automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, reception, or broadcast of data or information. Examples of ICT are electronic content, telecommunications products, computers and ancillary equipment, software, information kiosks and transaction machines, videos, IT services, and multifunction office machines which copy, scan, and fax documents.
 - iii. **“Information and Communication Technology Accessibility Standards”** refers to the accessibility standards for information and communication technology contained in the Web Content Accessibility Guidelines version 2.0 Level AA.
 - iv. **“Web Accessibility Standards/Specifications”** refers to the web standards contained in WCAG 2.0 Level AA.
 - v. **“Products”** means information resources technologies that are, or are related to, ICT.
 - vi. **“Service”** means the act of delivering information or performing a task for employees, clients, or members of the public through a method of access or delivery that uses ICT.
- C. Accessibility Requirements
- Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, HHS must procure Products or Services that comply with the Accessibility Standards when such Products or Services are available in the commercial marketplace or when such Products or Services are developed in response to a procurement solicitation. Accordingly, Grantee/Contractor must provide ICT and associated Product and/or Service documentation and technical support that comply with the Accessibility Standards.
- D. Evaluation, Testing and Monitoring
- i. HHS may review, test, evaluate and monitor Grantee/Contractor’s Products, Services and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a grant agreement/contract. Testing and monitoring may include user acceptance testing.
 - ii. Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product or Service, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State’s right to contest the Grantee/Contractor’s assertion of compliance with the Accessibility Standards.
 - iii. Grantee/Contractor agrees to cooperate fully and provide HHS and its representatives timely access to Products, Services, documentation, and other items and information needed to conduct such review, evaluation, testing and monitoring.
- E. Representations and Warranties
- i. Grantee/Contractor represents and warrants that: (a) as of the effective date of the Grant Agreement/Contract, the Products, Services and associated documentation and

ATTACHMENT H

RFA HHS0015451

Exhibit C, Health and Human Services ,Additional Provisions V.1.0 – Grant Funding , February 2021

technical support comply with the Accessibility Standards as they exist at the time of entering the Grant Agreement/Contract, unless and to the extent the Parties otherwise expressly agree in writing; and (b) if the Products will be in the custody of the state or an HHS agency's client or recipient after the Grant Agreement/Contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the Grant Agreement/Contract term, unless HHS and/or Client/Recipient, as applicable uses the Products in a manner that renders it noncompliant.

- ii. In the event Grantee/Contractor should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Grantee/Contractor represents and warrants that it will, in a timely manner and at no cost to HHS, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, repair, replacement, and upgrading of the Product, or providing a suitable substitute.
- iii. Grantee/Contractor acknowledges and agrees that these representations and warranties are essential inducements on which HHS relies in awarding this Grant Agreement/Contract.
- iv. Grantee/Contractor's representations and warranties under this subsection will survive the termination or expiration of the Grant Agreement/Contract and will remain in full force and effect throughout the useful life of the Product.

F. Remedies

- i. Pursuant to Texas Government Code Sec. 2054.465, neither Grantee/Contractor nor any other person has a cause of action against HHS for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
- ii. In the event of a breach of Grantee/Contractor's representations and warranties, Grantee/Contractor will be liable for direct and consequential damages and any other remedies to which HHS may be entitled. This remedy is cumulative of any and all other remedies to which HHS may be entitled under this Grant Agreement/Contract and other applicable law.

17. PROJECT COMMENCEMENT

The Grantee shall begin the grant-funded project <<on or before *insert date*>> <<within 90 days of the original start date of the grant term or grant execution date, whichever is later,>>, unless otherwise approved by System Agency. If project commencement is delayed, the Grantee must submit in writing to the assigned contract manager, the steps taken to initiate the project, the reasons for the delay, and the expected start date. System Agency may require Grantee to take immediate remedial or corrective action in response to any delay.

18. DUPLICATION OF FUNDING

A. If Grantee receives any funding that is duplicative of funding received under this Grant Agreement/Contract that cannot be used for new or expanded eligible grant activities,

ATTACHMENT H

RFA HHS0015451

Exhibit C, Health and Human Services ,Additional Provisions V.1.0 – Grant Funding , February 2021

Grantee will notify the assigned contract manager as soon as possible. System Agency may issue an amendment modifying budget and/or project activities to eliminate duplication. Additionally, Grantee understands that duplicative funding that cannot be re-programmed to support new or expanded grant-funded activities within the program's scope may be de-obligated from this Grant Agreement/Contract and returned to System Agency.

19. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- A. Grantee/Contractor shall immediately report in writing to its assigned System Agency contract manager when Grantee/Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee/Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Grant Agreement/Contract has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- B. Grantee/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 System Agency.

20. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION

Grantee/Contractor shall notify the assigned System Agency contract manager if Grantee/Contractor has any grant agreement or contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five business days of becoming aware of the action and include the following:

- i. Reason for such action;
- ii. Name and contact information of the local, state or federal department or agency or entity;
- iii. Effective start date of the grant agreement/contract;
- iv. Date of suspension or termination; and
- v. Grant agreement/contract or case reference number.

21. NOTICE OF BANKRUPTCY

Grantee/Contractor shall notify in writing the assigned System Agency contract manager of its plan to seek bankruptcy protection within five business days of such action by Grantee/Contractor.

22. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee/Contractor shall notify in writing the assigned System Agency contract manager within ten business days of any change to the Grantee/Contractor's Contact Person or Key Personnel.

23. NOTICE OF INSOLVENCY, INCAPACITY, OR OUTSTANDING UNPAID OBLIGATIONS

Grantee/Contractor shall notify in writing its assigned System Agency contract manager of any insolvency, incapacity, or outstanding unpaid obligations of Grantee/Contractor

ATTACHMENT H

RFA HHS0015451

Exhibit C, Health and Human Services ,Additional Provisions V.1.0 – Grant Funding , February 2021

owed to the Internal Revenue Service or the State of Texas, or any agency or political subdivision of the State of Texas within five business days of the date of Grantee/Contractor's becoming aware of such.

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ATTACHMENT H

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement (“DUA”) is effective as of the date of the Base Contract into which it is incorporated (“Effective Date”), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services (“HHS”) and Contractor (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor’s rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS’s remedies in the event of Contractor’s noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as “business associate” is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

“**Authorized Purpose**” means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“**Breach**” means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this

ATTACHMENT H

DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Destroy”, “Destruction”, for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

“Discover, Discovery” means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

“Legally Authorized Representative” of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

“Required by Law” means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

ATTACHMENT H

“Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

“Workforce” means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor

ATTACHMENT H

shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's

ATTACHMENT H

security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose:***

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

ATTACHMENT H

- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code, Chapter 521;
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

- (a) Disclosure is Required by Law;
- (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
 1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
 2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
 3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

- (1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.
- (2) Engage in prohibited marketing or sale of Confidential Information.
- (3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ATTACHMENT H

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**Section 4.01. Cooperation and Financial Responsibility.**

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information ***obtained from a federal system of records***, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing.*** Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

- a. The date the Breach occurred;

- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including

ATTACHMENT H

Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.
- (C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.
- (D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

- (A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.
- (B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.
- (C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

ATTACHMENT H

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS**Section 5.01 Ownership of Confidential Information**

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

ATTACHMENT H

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

ATTACHMENT H

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

ATTACHMENT H

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **202** .

DATE: _____

ATTACHMENT H

**Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]**

ATTACHMENT H

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement (“DUA”) is effective as of the date of the Base Contract into which it is incorporated (“Effective Date”), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services (“HHS”) and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor’s rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS’s remedies in the event of Contractor’s noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as “business associate” is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

“**Authorized Purpose**” means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“**Breach**” means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or

ATTACHMENT H

privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Destroy”, “Destruction”, for Confidential Information, means:

- (1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.
- (2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

“Discover, Discovery” means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

ATTACHMENT H

“Legally Authorized Representative” of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code § 166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

“Required by Law” means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

“Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

“Workforce” means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

GOVERNMENTAL ENTITY VERSION

HHS Data Use Agreement v.8.5 October 23, 2019

ATTACHMENT H

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is

ATTACHMENT H

impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information *at rest* requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

ATTACHMENT H

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code Chapter 521
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

- (a) Disclosure is Required by Law;
- (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
 1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
 2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
 3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

ATTACHMENT H

(C) With respect to ALL Confidential Information, Contractor shall NOT:

- (1) Attempt to re-identify or further identify Confidential Information that has been deidentified or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.
- (2) Engage in prohibited marketing or sale of Confidential Information.
- (3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**Section 4.01. Cooperation and Financial Responsibility.**

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information ***obtained from a federal system of records***, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing.*** Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

- a. The date the Breach occurred;

ATTACHMENT H

- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;
- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

ATTACHMENT H

(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

(D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

(A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

ATTACHMENT H

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers,

ATTACHMENT H

Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will either require that the policy name HHS as an additional insured or assign any payments from the insurer related to CONTRACTOR's liability arising under this DUA directly to HHS. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

ATTACHMENT H

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **202** .

DATE: _____

ATTACHMENT H

**Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]**

ATTACHMENT H

Exhibit E, Evaluation Tool RFA No. HHS0015451 Criteria, Subcriteria Sheet				
Evaluator				
Respondent				
#	Criteria	Weight	Score	Comments
1	Local Unmet Needs			
1.1	Evaluate the Applicant's description of the local unmet need for reproductive health Services.	10%		
1.2	Evaluate the Applicant's use of qualitative and quantitative data.	10%		
	Subtotal	20 %		
2	Work Plan			
2.1	Evaluate the Applicant's proposed use of cost reimbursement funding to increase HTW utilization and/or expand capacity.	40%		
	Subtotal	40 %		
3	Promotion and Outreach			
3.1	Evaluate the Applicant's description of promotion and outreach plans for HTW Services in each of the selected counties outlined in this RFA.	20%		
3.2	Evaluate the Applicant's specific plans for counties where the Applicant does not operate a physical or mobile clinic.	20%		
	Subtotal	40 %		
	TOTAL (%)	100 %		

ATTACHMENT H

Exhibit E, Evaluation Tool RFA No. HHS0015451		
Evaluation Scoring Guide		
Score	Level	Description
Unacceptable	1	Response does not address requirement. Response is completely unacceptable.
Unacceptable	2	Response mentions requirement, but is not responsive to the elements of the requirement.
Unacceptable	3	Response addresses requirement, but response described does not allow the agency to fulfill mission.
Marginal. Fails to meet evaluation standards but failures are correctable.	4	Response meets fundamental requirements, however could not be implemented as described (would require both the agency and Respondent to make significant changes not currently anticipated).
Marginal. Fails to meet evaluation standards but failures are correctable.	5	Response meets fundamental requirements, however could not be implemented as described (implementation would require both the agency and Respondent to make minor changes not currently anticipated).
Marginal. Fails to meet evaluation standards but failures are correctable.	6	Response meets fundamental requirements, however could not be implemented as described (implementation would require changes to be made by Respondent only).
Acceptable	7	Response clearly satisfies requirement but has some minor weaknesses.
Acceptable	8	Response clearly satisfies requirement.
Acceptable	9	Response satisfies requirements and has some benefits above requirement.
Exceptional	10	Response far exceeds all aspects of requirement.

For the purposes of this exhibit, "the agency" means the contracting state agency as specified in the solicitation.

ATTACHMENT H

Exhibit E, Evaluation Tool RFA No. HHS0015451		
No.	Best Value Criteria	Weight
1	Local Unmet Needs	20 %
2	Work Plan	40 %
3	Promotion and Outreach	40 %
GRAND TOTAL		100 %

ATTACHMENT H

Solicitation RFA HHS0015451
Exhibit F, Exceptions

EXHIBIT F: EXCEPTIONS

NOTE TO RESPONDENTS: COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO EXCEPTIONS. SEE HHS0015451 SECTION 7.7.

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

Solicitation Document	Solicitation Document Section Number	Solicitation Language to which Exception is Taken	Basis of Exception	Respondent’s Proposed Language	Still Want to be Considered for Contract Award if Exception Denied? (State “Yes” or “No”)

ATTACHMENT H

Solicitation RFA HHS0015451
Exhibit G, HHS Online Bid Room

Exhibit G

Request for Applications HHS0015451

Responses for this Request for HHS0015451 may be submitted electronically using the HHS Online Bid Room or any other method identified in the solicitation. *Use of the HHS Online Bid Room is optional and is subject to all terms and conditions, affirmations, and other requirements of the solicitation as any other method of submission.*

Read and review the solicitation package and all associated documents carefully before completing and submitting a response in the form and manner described in the solicitation package. ***Exhibits requiring signatures must be signed and included with the response by the solicitation response deadline.***

Questions regarding the solicitation must be addressed to the Point of Contact in the solicitation package. The Point of Contact is identified in the solicitation package.

Submit the solicitation response in the form and manner described in the solicitation package on or before the response due date and time.

IMPORTANT: The solicitation package will identify the specific form and method of delivery. Failure to adhere to the requirements in the solicitation package may result in disqualification.

Access to the HHS Online Bid Room is a two-step process.

Step 1: Register for the Enterprise Portal using the [Enterprise Portal Link](#). It can take up to five business days to receive your user name and password. If you do not receive this information within five days, email pcsbids@hhsc.state.tx.us.

Note: *Applicants who already have access to the Enterprise Portal for other applications, must complete a new registration to receive access to the online bid room. The new registration must be completed with a different email than the original account as the Enterprise Portal does not allow the same email address to be used for two different accounts.*

Step 2: Using the Enterprise Portal login credentials you will receive via email, you can request the necessary HHS Online Bid Room user name and password to enter the HHS Online Bid Room to submit your response to the solicitation electronically.

See our resources page for a tutorial, guidebook, and other resources to help you use the [HHS Online Bid Room](#).

IMPORTANT: Allow enough time for the registration process to submit your response by the response due date. **Late solicitation responses are not accepted.**

The optional use of the HHS Online Bid Room and any resulting technical difficulties which may prevent a successful, responsive electronic submission

ATTACHMENT H

Solicitation RFA HHS0015451

Exhibit G, HHS Online Bid Room

of a solicitation response shall not be sufficient basis for a protest of a contract award.

ATTACHMENT H

HTW FY 2026 Cost Reimbursement Budget Workbook

In preparing the budget, you must budget all estimated costs that your organization will incur in carry out the Reimbursement program includes **optional funding to support** the program.

Complete each budget category detail template Exhibit H-0:H-7. Fill all budget exhibits out in WHOLE. To accommodate all items in your budget, use the respective supplemental budget templates at the end of each category detail budget template will automatically populate to the last line of the template.

Below instructions provide details on each tab. Please ensure all budget category details match the

[Exhibit H-Budget Summary](#)

(1) Enter the legal name of your organization in the space provided for the organization's name. Enter the Contract number in cell C2. Initial Date of submission for all budget category detail templates with the organization's name.

(2) No other entry is required on this template. Each budget category detail template will automatically populate to the last line of the Budget Summary Page.

[Exhibit H-0 Patient Nav Personnel](#)

Optional Patient Navigator Personnel costs of salaries and wages paid to employees of the organization for the Reimbursement Program. The Personnel category includes the applicable portion of the gross salary for the contract's Statement of Work. Totals will automatically populate to the last line of the template.

Enter the following required Personnel data: **(1)** Enter Functional Title in cell A23; **(2)** Enter Time Equivalent (FTE) in cell B23; **(3)** Enter Certification or License (Enter NA if not required) in cell C23; **(4)** Enter Salary/Wages Requested for Project in cell D23; **(5)** Enter Fringe benefits in cell E23; **(6)** Enter Fringe benefit costs should be entered in cell F23; **(7)** Review/update the itemized elements of Fringe benefits in cells A23:B27; **(8)** Enter the Rate % of each Fringe type in cells B23:B27; match G22. Total Personnel-Functional Title/Employee.

☐

☐

[Exhibit H-1 Personnel Fringe](#)

Personnel costs of salaries and wages paid to employees of the organization for the Reimbursement Program. The Personnel category includes the applicable portion of the gross salary for the contract's Statement of Work. Totals will automatically populate to the last line of the template.

Enter the following required Personnel data: **(1)** Enter Functional Title in cell A23; **(2)** Enter Time Equivalent (FTE) in cell B23; **(3)** Enter Certification or License (Enter NA if not required) in cell C23; **(4)** Enter Salary/Wages Requested for Project in cell D23; **(5)** Enter Fringe benefits in cell E23; **(6)** Enter Fringe benefit costs should be entered in cell F23; **(7)** Review/update the itemized elements of Fringe benefits in cells A23:B27; **(8)** Enter the Rate % of each Fringe type in cells B23:B27; match G22. Total Personnel-Functional Title/Employee.

☐

ATTACHMENT H

[Exhibit H-1 Personnel Fringe'](#)

Fringe benefits are services provided by the organization to its empl
Fringe benefit costs should be allocated on the same basis as salary a

Review/update the itemized elements of Fringe benefits in cells A55
Enter the Rate % of each Fringe type in cells B55:B59; match G54. TI
Personnel-Functional Title/Employee.

☐

[Exhibit H- 2: TRAVEL Budget'
Category](#)

Grantees should establish a travel policy to comply with the terms o
necessary to the program, the costs are reasonable, and prior appro
for transportation, lodging, subsistence, and related items incurred k
grantee. Totals will automatically populate to the Budget Summary f

Enter the following required Travel data: (1) Description of Confere
Day/Employee **(5)** Travel: Mileage, Airfare, Lodging, Meals, Other Co

[Exhibit H - 3 Equipment Category'
Detail](#)

Equipment is tangible nonexpendable personal property costing \$5,(
equipment must be purchased within 90 days of contract start date.

Enter the following required Travel data: (1) Description of Item **(2)**
Number of Units and **(5)** Cost Per Unit. Totals will automatically popu

☐
The Supplies Cost category is comprised of two components, consum
item and provide an estimated quantity and cost. Provide a justifica
type - office, computer, medical, educational, etc. Supplies can be c
more but less than \$5,000 - computers, printers, phones, medical an
Summary Page.☐

[Exhibit H - 4 Supplies Category'
Detail](#)

Part 1

Supplies may be combined into categories or distinct by each individ
Item, (2) Purpose & Justification, (3) Cost Per Unit, (4) Quantity.

If combining, the justification field should reflect the methodology u
item: (1) Clinical Supplies (2) Cost for basic medical supplies include {
served (3) \$50.00 (4) 30

Part 2 LARC (Long-Acting Reversible Contraception)

LARC devices such as IUDs and contraceptive implants may be purch
accounted for as distinct line items from other contraceptives and pl
contractor's budget. LARC intra-uterine devices (IUDs) and implants

Enter the following required LARC data: (1)Types (2) Description incl
hormonal (progesterone) Mirena IUD, Nexplanon) (3) Cost Per Unit (

ATTACHMENT H

[Exhibit H - 5 Contractual Category Detail](#)

The Contractual cost category should include contracts for the provision of the program, and directly associated with carrying out the Statement of Work (SOW) for the HHSC program, an explanation of how you determined the amount of indirect costs and percentages.

Enter the following required Contractual data: (1) Contractor Name, (2) Direct Service Y/N, (3) Justification, (4) Method of payment (i.e., Hourly Rate of Payment (i.e., hourly rate, unit rate, lump sum amount). Total

[Exhibit H - 6 Other Category Detail](#)

All other allowable direct costs not listed in any of the above categories, including general service contracts used by an organization.

Enter the following required Other data: (1) Description of Item, (2) Amount, (3) Justification, (4) Method of payment (i.e., Hourly Rate of Payment (i.e., hourly rate, unit rate, lump sum amount). Total

[Exhibit H-7 Indirect Cost Detail Page](#)

Indirect costs are those that have been incurred for a common or joint purpose and cannot be identified with a particular final product.

Part A

- (1) Enter the Total amount of indirect costs allocable to the project.
- (2) Mark (x) on the IDC cost type.
- (3) Rate, Base and Type.

Part B

- (4) Include you're required ICR Acknowledgement, ICR Agreement and

[SUPPLEMENTAL EXHIBIT](#)

[INSTRUCTIONS](#)

[Exhibit H-1b PERSONNEL Fringe](#)

[Budget Category](#)

[Exhibit H-2a TRAVEL Budget](#)

[Category](#)

[Exhibit H-3a EQUIPMENT AND](#)

[CONTROLS](#)

[Exhibit H-4a SUPPLIES Budget](#)

[Category](#)

[Exhibit H-5a CONTRACTUAL Budget](#)

[Category](#)

[Exhibit H-6a OTHER Budget](#)

[Category](#)

ATTACHMENT H

ATTACHMENT H

ook Instructions

ing out the HTW Cost Reimbursement Program for FY26. The Cost
ort Patient Navigators.

DOLLARS. If a primary budget category detail template does not
f this workbook, Exhibit H-1a:H-6a. The total of each supplemental
respective primary budget category template.

atch your monthly supporting documents General Ledger.

or "Legal Name of Respondent" on the budget summary page, cell C3,
approval, cell H1. Doing so will populate the budget category detail

ry detail templates totals will automatically populate to the Budget

id to employees of the organization tasked to support HTW Cost
cable portion of the gross salaries of employees who perform activities
omatically populate to the Budget Summary Page.

tle/Employee ID, **(2)** Vacant Y/N, **(3)** Justification/Description, (4) Full
quired) **(6)**Total Average Monthly Salary/Wage **(7)** Number of Months,
provided by the organization to its employees as compensation in
e allocated on the same basis as salary and wages.

3-A27.

hese rates will auto populate the total for each Fringe Type and

nization tasked to support HTW Cost Reimbursement Program. The
ies of employees who perform activities directly related to the
the Budget Summary Page.

tle/Employee ID, **(2)** Vacant Y/N, **(3)** Justification/Description, (4) Full
quired) **(6)**Total Average Monthly Salary/Wage **(7)** Number of Months,

ATTACHMENT H

employees as compensation in addition to regular salaries and wages.
and wages.

5-A59.

These rates will auto populate the total for each Fringe Type and

of the contract. Documentation must justify the travel expenses are
val of HHS was obtained when required. Travel costs are the expenses
by employees who are in travel status on official business of the
Page.

nance/Workshop **(2)** Justification **(3)** Location **(4)** Number of
st. ☐

100 or more and a useful life of more than one year. Approved
Itemize, describe, and justify all equipment.

Purpose & Justification **(3)** Date of Purchase (DD/MM/YYYY), **(4)**
ulate to the Budget Summary Page.

nable supplies and controlled assets. Itemize and describe each supply
tion for each supply item. Costs may be categorized by each general
onsumable - paper, drugs, etc., OR controlled assets costing \$500 or
id lab equipment, etc. Totals will automatically populate to the Budget

ual item. Enter the following required Supplies data: (1) Description of

sed to determine cost per unit. Example for combined supplies line
gloves, gauze, thermometers, needles, bandages, etc. per 100 clients

ased in bulk using cost reimbursement dollars and should be
harmaceutical supplies in the "equipment and supplies" section of a
may be combined or distinct line items.

uding details of LACR bulk supply. (e.g. copper Paragard IUD, the
(4) Quantity.

ATTACHMENT H

sion of goods and services that are supplemental, but not central to the purpose of Work. Justifications should include how the service supports your budget to the HHSC Contract, and include calculations and allocation

(Agency or Individual), **(2)** Description of Services (Scope of Work) **(3)** Monthly, Hourly, Unit, Lump Sum), **(6)** # of Months, Hours, Units, etc., **(7)** Totals will automatically populate to the Budget Summary Page.

ies are to be included in the Other costs category. This includes

1 Purpose & Justification, **(3)** Cost per Unit and **(4)** Quantity. Totals will

int purpose and are not readily chargeable to a specific cost object.

d/or ICR 15% De Minimis.

ATTACHMENT H

ATTACHMENT H

ATTACHMENT H

ATTACHMENT H

ATTACHMENT H

ATTACHMENT H

FY 2026 Healthy Texas Women Cost Reimbursement Program

Exhibit H: BUDGET SUMMARY

RFA#

HHS0015451

Legal Name of Respondent

Initial Date

Revised

Budget Categories		Total Healthy Texas Women Cost Reimbursement Categorical Budget Award
A.	Personnel	\$ -
B.	Fringe	\$ -
C.	Travel	\$ -
D.	Equipment	\$ -
E.	Supplies	\$ -
F.	Contractual	\$ -
G.	Other	\$ -
H.	Total Direct Costs	\$ -
I.	Indirect Costs	\$ -
J.	Total	\$ -

Patient Navigator(Optional)

K.	Personnel	\$ -
L.	Fringe	\$ -
M.	Total	\$ -
Total HTW Categorical Award		\$ -

NOTE: The "Total Healthy Texas Women Cost Reimbursement" categories amount will populate automatically from the corresponding budget category tabs.						
	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$ -	\$ -	Equipment	\$ -	\$ -
	Travel	\$ -	\$ -	Contractual	\$ -	\$ -
	Supplies	\$ -	\$ -	Indirect Costs	\$ -	\$ -
	Other	\$ -	\$ -	Fringe	\$ -	\$ -

TOTAL FOR:	Distribution Totals	\$ -	Budget Grand Total	\$ -

ATTACHMENT H

HTW Patient Nav

Exhibit H-0:ESTIMATED Patient Navigator Personnel Budget Category Detail Form

Legal Name of Respondent	0

Personnel costs of salaries and wages paid to employees of the organization tasked to the HHS-funded project. The Personnel costs include salaries and wages for employees who performs Patient Navigator activities. Salaries for direct services will not be reimbursed by cost reimbursement.

Functional Title/Employee ID	Vacant Y/N	Justification/Description
Patient Navigator		

Review/update the itemized elements of Fringe benefits in cells A23-A27. Enter the Rate % of each Fringe type in cells B23-B27 and Personnel-Functional Title/Employee.

Fringe Type	Rate %	Fringe Type Total
FICA	2.00%	\$0.00
HEALTH INSURANCE		\$0.00

ATTACHMENT H

RETIREMENT		\$0.00
WORKER COMPENSATION & UNEMPLOYMENT INSURANCE		\$0.00
Other		\$0.00
Totals	2.00%	\$0.00

ATTACHMENT H

igator (Optional)

Personnel category includes the applicable portion of the gross salaries of bursement.				
FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Salary/Wage Total				\$ -

23:B27; match G22. These rates will auto populate the total for each Fringe Type

Total Fringe Benefit Rate %	2.00%
Fringe Benefits Total	\$0

ATTACHMENT H

[illegible]

ATTACHMENT H

							\$	-
							\$	-
							\$	-
							\$	-
							\$	-
							\$	-
							\$	-
							\$	-
							\$	-
							\$	-
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS								\$0
Salary/Wage Total								\$0

Review/update the itemized elements of Fringe benefits in cells A55-A59. Enter the Rate % of each Fringe type in cells B55:B59; match G54. These rates will auto populate the total for each Fringe Type and Personnel-Functional Title/Employee.

Fringe Type	Rate %	Fringe Type Total
FICA		\$0.00
HEALTH INSURANCE		\$0.00

Total Fringe Benefit Rate %	0.00%
Fringe Benefits Total	\$0

ATTACHMENT H

RETIREMENT		\$0.00
WORKER COMPENSATION & UNEMPLOYMENT INSURANCE		\$0.00
Other		\$0.00
Totals	0.00%	\$0.00

ATTACHMENT H

Exhibit H-2:ESTIMATED TRAVEL Budget Category Detail Form

Legal Name of Respondent:

0

Grantees should establish a travel policy to comply with the terms of the contract. Documentation must justify program, the costs are reasonable, and prior approval of HHS was obtained when required. Travel costs are the and related items incurred by employees who are in travel status on official business of the grantee.

Conference / Workshop Travel Costs			
Description of Conference/Workshop	Justification	Location City/State	Number of Days
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUI			

Total for Conference /

Other / Local Travel Costs				
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other
			\$0	

ATTACHMENT H

			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUI			

Total for

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$0

ATTACHMENT H

the travel expenses are necessary to the
e expenses for transportation, lodging,

Number of: s/Employees	Travel Costs	
	Mileage	
	Airfare	
	Meals	
	Lodging	
	Other Costs	
	Total	\$0
	Mileage	
	Airfare	
	Meals	
	Lodging	
	Other Costs	
	Total	\$0
	Mileage	
	Airfare	
	Meals	
	Lodging	
	Other Costs	
	Total	\$0
	Mileage	
	Airfare	
	Meals	
	Lodging	
	Other Costs	
	Total	\$0
DGET SHEETS	Total	\$0

Workshop Travel	\$0

ther Costs (b)	Total (a) + (b)
	\$0

ATTACHMENT H

	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
DGET SHEETS	\$0

Other / Local Travel

\$0

Total Travel Costs:

\$0

[illegible]

ATTACHMENT H

TOTAL FROM EQUIPMENT S

Total Amount Requested for Equipment:

[illegible]

ATTACHMENT H

SUPPLEMENTAL BUDGET SHEETS	\$	-

	\$0

ATTACHMENT H

Exhibit H-4:ESTIMATEI

Legal Name of Respondent:

The Supplies Cost category is comprised of two components, consumables and medical supplies. Each component requires a separate justification for each supply item. Costs may be categorized by each \$500 or more but less than \$5,000 - computers, printers, phones, medical equipment, etc. Items costing less than \$500 and should be accounted for as distinct line items from other items. Implants may be combined or distinct line items.
Description of Item

Types (IUD, Implants)

ATTACHMENT H

This image shows a blank sheet of white paper with horizontal ruling lines. A single vertical line runs down the left side, creating a margin. The bottom portion of the page is shaded light gray. There are ten horizontal lines in total, dividing the page into eleven rows. The first row at the top is unlined, while the subsequent ten rows each have a horizontal line across them. The vertical margin line is positioned approximately one-tenth of the way from the left edge.

0

able supplies and controlled assets. Itemize and describe each supply item and provide an estimated quantity and unit price for each item. Examples of supplies include: general type - office, computer, medical, educational, etc. Supplies can be consumable - paper, drugs, etc., OR durable - medical and lab equipment, etc. LARC devices such as IUDs and contraceptive implants may be purchased in bulk or individually. Contraceptives and pharmaceutical supplies within the supplies section of a contractor's budget. LARC intra-uterine

Purpose & Justification	Cost Per Unit	Quantity
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
		Total
LARC (Long-Acting Reversible Contraception)		
LARCS Description	Cost Per Unit	Quantity
Include details of LARC bulk supply. (Example: copper Paragard IUD, the hormonal (progesterone) Mirena IUD, Nexplanon)		

ATTACHMENT H

	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
			Total
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS			

Total Amount Requested for Supplies:	\$	-

ATTACHMENT H

and cost. Provide a controlled assets costing using cost reimbursement erine devices (IUDs) and	
Total Cost	
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
Total Cost	

[illegible]

ATTACHMENT H

by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as set forth in the respondent's funding request, must be attached behind this form. Salaries for Direct Services will not be included in the funding request.

[illegible]

ATTACHMENT H

			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS			

Total Amount Requested for CONTRACTUAL:

\$0

ATTACHMENT H

\$	-
\$	-
\$	-
\$	-
\$	-

ATTACHMENT H

Exhibit H-6: EST

Legal Name of Respondent:

[illegible]

ATTACHMENT H

0

[illegible]

ATTACHMENT H

	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		

Total Amount Requested for Other:	\$0

ATTACHMENT H

[illegible]

ATTACHMENT H

Exhibit H - 7: ESTIMATED Indirect Costs

Legal Name of Respondent: 0

Total amount of indirect costs allocable to the project: Amount:

Part A Exhibit H- 7 Indirect Costs

Indirect costs are based on (mark the statement that is applicable):

☐	The respondent’s most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Attach the current ICR acknowledgement, ICR Agreement and/or ICR 15% De Minimis.)	RATE: BASE:
☐	<i>Applies only to governmental entities</i> . The respondent’s current <u>central service cost rate</u> or <u>indirect cost rate</u> based on a rate proposal prepared in accordance with OMB Circular 2 CFR 200.. Attach a copy of the Certification of Indirect Costs. <u>Note:</u> Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. HHSC). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department.	RATE: TYPE: BASE:
☐		
☐		

Part B Exhibit H - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must include the methodology used to allocate these costs in the space provided below. Identify the types of costs that are included in the allocation base:

ATTACHMENT H

\$0

[Redacted]

0%

[Redacted]

[Redacted]

[Redacted]

[Redacted]

rate:

[Redacted]

Identify the types of costs that will be allocated as indirect costs
being allocated as indirect costs, the allocation methodology, and

ATTACHMENT H

SUPPLEMENTAL EXHIBIT INSTRUCTIONS

The budget templates that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Exhibit H-1 Personnel) have been used, go to the tab labeled "Exhibit H - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

Exhibit H-1b Personnel Supplemental

Exhibit H-2a Travel Supplemental

Exhibit H-3a Equipment Supplemental

Exhibit H-4a Supplies Supplemental

Exhibit H-5a Contractual Supplemental

Exhibit H-6a Other Supplemental

ATTACHMENT H

Exh

Legal Name of Respondent:

0

Personnel costs of salaries and wages paid to employees of the contractor are not included in the contract's Statement of Work. Administrative costs are not included in the contract's Statement of Work.

[illegible]

ATTACHMENT H

[illegible]

ATTACHMENT H

the organization tasked to the HHS-funded project. The Personnel category includes the applicable portion of the gross salary of the personnel performing the services. Administrative services may include services performed by Eligibility Clerks, Accounting clerks, Patient coordinators, Clinic D

[illegible]

ATTACHMENT H

[illegible]

ATTACHMENT H

			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Salary

[illegible]

ATTACHMENT H

[illegible]

Hourly Wage Total

ATTACHMENT H

Exhibit H-2a: TRAVEL Budget Category Detail Form (Suppl

Legal Name of Respondent:

0

Grantees should establish a travel policy to comply with the terms of the contract. Documentation must justify the travel e reasonable, and prior approval of HHS was obtained when required. Travel costs are the expenses for transportation, lodgi who are in travel status on official business of the grantee.

Conference / Workshop Travel Costs		
Description of Conference/Workshop	Justification	Location (City, State)

Total for Conferen

Other / Local Travel Costs			
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)
			\$ -
			\$ -

ATTACHMENT H

			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Tot

Other / Local Travel Costs: \$ -

Conference / Workshop Travel Costs: \$ -

emental)

expenses are necessary to the program, the costs are
ing, meals, and related items incurred by employees

	Number of: Days/Employees	Travel Costs	
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	\$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	\$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	\$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	\$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	\$ -

ce / Workshop Travel

\$ -

Other Costs (b)	Total (a) + (b)
	\$ -
	\$ -

ATTACHMENT H

	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Total for Other / Local Travel

\$ -

Total Travel Costs:

\$ -

Description of Item

ATTACHMENT H



ATTACHMENT H

**CONTROLLED ASSETS Budget Category
Supplemental)**

roperty costing \$5,000 or more and a useful life of more than one year. Approved equipment must be

[illegible]

ATTACHMENT H

Total Amount Requested for Equipment:	\$0

ATTACHMENT H

Exhibit H-4a: SL

Legal Name of Respondent:

[illegible]

ATTACHMENT H



O[illegible]

ATTACHMENT H

Total Amount Requested for Supplies:

\$	-

ATTACHMENT H

[illegible]

ATTACHMENT H

Exhibit H-5a: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent:

0

List contracts for medical services related to the scope of work that is to be provided by a third party. If a third party is not named, the contractor must be named "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the form of medical services will not be reimbursed by cost reimbursement.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification

ATTACHMENT H

n (Supplemental)

If the third party is not yet identified, describe the service to be contracted and show contractors as the respondent's funding request, must be attached behind this form. Salaries for Direct				
	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Amount Requested for CONTRACTUAL:

\$ -

[illegible]

ATTACHMENT H



0

Categories can be included in the Other cost budget category.

[illegible]

ATTACHMENT H

Total Amount Requested for CONTRACTUAL:

ATTACHMENT H

\$	-

ATTACHMENT H

RFA HHS0015451

Form A

FORM A, Face Page

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

APPLICANT INFORMATION																				
1) LEGAL BUSINESS NAME:																				
2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code):		Check if address change ☐																		
3) PAYEE Name and Mailing Address, including 9-digit zip code (if different from above):		Check if address change ☐																		
4) TEXAS Address (if different from above):		Time at address? (in years and months)																		
5) Medicaid Provider Number:	OR	Date Medicaid Application Submitted & TMHP Ticket #:																		
6) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit): <i>*The Applicant acknowledges, understands and agrees that the Applicant's choice to use a social security number as the vendor identification number for the Grant Agreement, may result in the social security number being made public via state open records requests.</i>																				
7) TYPE OF ENTITY (check all that apply): <table style="width: 100%; border: none;"> <tr> <td>☐ City</td> <td>☐ Nonprofit Organization*</td> <td>☐ Individual</td> </tr> <tr> <td>☐ County</td> <td>☐ For Profit Organization*</td> <td>☐ Federally Qualified Health Centers</td> </tr> <tr> <td>☐ Other Political Subdivision</td> <td>☐ Hospital District</td> <td>☐ State Controlled Institution of Higher Learning</td> </tr> <tr> <td>☐ State Agency</td> <td>☐ Community-Based Organization</td> <td>☐ Hospital</td> </tr> <tr> <td>☐ Indian Tribe</td> <td>☐ Minority Organization</td> <td>☐ Private</td> </tr> <tr> <td>☐ Health Department</td> <td>☐ University Medical Center</td> <td>☐ Other (specify): _____</td> </tr> </table>			☐ City	☐ Nonprofit Organization*	☐ Individual	☐ County	☐ For Profit Organization*	☐ Federally Qualified Health Centers	☐ Other Political Subdivision	☐ Hospital District	☐ State Controlled Institution of Higher Learning	☐ State Agency	☐ Community-Based Organization	☐ Hospital	☐ Indian Tribe	☐ Minority Organization	☐ Private	☐ Health Department	☐ University Medical Center	☐ Other (specify): _____
☐ City	☐ Nonprofit Organization*	☐ Individual																		
☐ County	☐ For Profit Organization*	☐ Federally Qualified Health Centers																		
☐ Other Political Subdivision	☐ Hospital District	☐ State Controlled Institution of Higher Learning																		
☐ State Agency	☐ Community-Based Organization	☐ Hospital																		
☐ Indian Tribe	☐ Minority Organization	☐ Private																		
☐ Health Department	☐ University Medical Center	☐ Other (specify): _____																		
<i>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</i>																				
8) UEI number:																				

ATTACHMENT H

RFA HHS0015451

Form A

FORM A – Face Page

9) TOTAL AMOUNT OF FUNDING REQUESTED			
10) PROJECTED EXPENDITURES Does Applicant's projected state expenditures exceed \$750,000 for Applicant's <u>current fiscal year</u> ? ** Yes ☐ No ☐ <i>**Projected expenditures should include anticipated expenditures under state grants, as applicable</i>		11) PROJECT CONTACT PERSON: Name: Phone: Fax: Email:	
		12) FINANCIAL OFFICER Name: Phone: Fax: Email:	
The facts affirmed by me in this proposal are truthful and I warrant the Applicant is in compliance with the RFA terms and conditions, including HHSC's Uniform Grant Agreement Terms and Conditions, and other RFA requirements. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a Grant Agreement. This document has been duly authorized by the governing body of the Applicant and I (the person signing below) am authorized to represent the Applicant.			
13) AUTHORIZED REPRESENTATIVE		Check if change ☐	14) SIGNATURE OF AUTHORIZED REPRESENTATIVE
	Name:		
	Title:		
	Phone:		
	Fax:		
	Email:		15) DATE

FORM A: Face Page Instructions

This form provides basic information about the Applicant and the proposed project with the Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is the cover page of the Grant Agreement and is required to be completed. Signature affirms the facts contained in the Applicant's response are truthful and the Applicant is in compliance with the RFA terms and conditions, including HHSC's Uniform Terms and Conditions, and other RFA requirements unless specifically noted on the Applicant Information and Disclosure Form and acknowledges that continued compliance is a condition for the award of a Grant Agreement. Please follow the instructions below to complete the Face Page form and return with the Applicant's Application.

- 1) **LEGAL BUSINESS NAME** - Enter the legal name of the Applicant.
- 2) **MAILING ADDRESS INFORMATION** - Enter the Applicant's complete physical address and mailing address, city, county, state, and 9-digit zip code.
- 3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with Applicant to receive payment for services rendered by Applicant and to maintain the accounting records for the Grant Agreement, i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code. if PAYEE is different from the Applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- 4) **Texas Address (if different from above)** - Enter PAYEE'S Texas address and time in address in years and months.
- 5) **MEDICAID PROVIDER NUMBER OR DATE MEDICAID APPLICATION SUBMITTED** – Enter the Medicaid provider number used by the organization to bill Medicaid. If the organization does not have a Medicaid number, enter the date an application was submitted to obtain a Medicaid number and TMPH Ticket #.
- 6) **FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER OR SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The Applicant acknowledges, understands and agrees the Applicant's choice to use a social security number as its vendor identification number for the Grant Agreement, may result in the social security number being made public via state open records requests.

ATTACHMENT H

RFA HHS0015451

Form A

- 7) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at <http://www.sos.state.tx.us/corp/businessstructure.shtml> and/or the Texas State Comptroller at https://fmxcpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.
Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (<http://www.window.state.tx.us/procurement/prog/hub/>)
State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii
Institutions of Higher Education as defined by §61.003 of the Education Code.
Minority Organization is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
If a **Non-Profit Corporation or For-Profit Corporation**, provide the 10-digit charter number assigned by the Secretary of State.
- 8) **UEI Number** - Unique Entity ID (UEI) number.
- 9) **TOTAL AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from HHSC for proposed project activities (not including possible renewals).
- 10) **PROJECTED EXPENDITURES** - If Applicant's projected state expenditures exceed \$750,000 for Applicant's current fiscal year, Applicant must arrange for a financial compliance audit (Single Audit).
- 11) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.
- 12) **FINANCIAL OFFICER** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
- 13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent the Applicant. Check the "Check if change" box if the authorized representative is different from previous submission to HHSC.
- 14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the Applicant must sign in this blank.
- 15) **DATE** - Enter the date the authorized representative signed this form.

ATTACHMENT H

RFA HHS0015451
Form B

**FORM B,
ADMINISTRATIVE ENTITY INFORMATION**

Legal Business Name
of Applicant: _____

Address each of the assessment questions listed below. **Please indicate each of the corresponding question number(s) on the submitted Administrative Entity Information response.**

A maximum of five (5) additional pages may be attached if needed (excluding the company ownership structure graphic and the organization chart requested under **Company Profile**).

1. COMPANY NARRATIVE

Provide a detailed narrative description explaining why the Applicant is qualified to provide the services detailed in **Section II, Scope of Grant Project** of the **Request For Application (RFA)**. The narrative description should focus on the company's key strengths.

2. COMPANY PROFILE

Provide a company profile that includes the following information:

- a. The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly owned subsidiaries, affiliated companies, or joint ventures. **Provide this information in a narrative response and as a graphical representation.**
- b. If the Applicant is an affiliate of, or has a joint venture or strategic alliance with, another company, the Applicant must identify the percentage of ownership and the percentage of the parent's ownership. The entity providing most of the services defined by **Section II, Scope of Grant Project** of the RFA hereof and pursuant to a Grant Agreement, throughout the duration of the Grant Agreement, must be the primary bidder.
- c. The Applicant's proposed operating structure for the services requested under this RFA and which entities (i.e. parent company, affiliate, joint venture, subcontractor) will be performing them.
- d. The year the Applicant's company was founded or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation.
- e. The location of the Applicant's company headquarters and any field office(s) that may provide services for any resulting Grant Agreement under this RFA.

ATTACHMENT H

RFA HHS0015451

Form B

- f. The number of employees in the Applicant's company, both locally and nationally, and the location(s) to which employees may be assigned.
- g. The Applicant company's organization chart.
- h. The name, address, and telephone number of the Applicant's point of contact for any resulting Grant Agreement under this RFA.
- i. Indicate whether the Applicant's company has ever been engaged under a Grant Agreement by any Texas state agency. If "Yes," specify when, for what duties, and for which agency.

3. MAJOR SUBCONTRACTOR INFORMATION

The Applicant must identify any major subcontractors whom the Applicant intends to utilize in performing 15% or more of any contract. The Applicant must also describe the proposed subcontracted services. The Applicant must indicate whether or not the Applicant holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, the Applicant's obligations under any Grant Agreement awarded pursuant to this RFA.

**ALL RESPONSES TO
FORM B. ADMINISTRATIVE ENTITY INFORMATION
SHOULD BE INSERTED AFTER THIS PAGE**

ATTACHMENT H

RFA HHS0015451

Form B-1

FORM B-1, GOVERNMENTAL ENTITY Authorized Officials and Other Key Personnel

Legal Business Name of Applicant:	

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a Grant Agreement on behalf of the Applicant and other key personnel who will provide services and supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility support specialists, etc.).

Officials Authorized to Enter into a Grant Agreement on Behalf of the Applicant

Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
Email: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
Email: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
Email: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
Email: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____

Form B-1

Title:		
Phone:	Ext.	
Fax:		
Email:		

Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
x:		

ATTACHMENT H

RFA HHS0015451
Form B-1

Email:		

ATTACHMENT H

RFA HHS0015451

Exhibit B-2

FORM B-2, NON-PROFIT OR FOR-PROFIT ENTITY Board of Directors, Principal Officers, and Other Key Personnel

Legal Business Name of Applicant	

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.). In addition, if an entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock. Include other key personnel who will provide services and supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility specialists, etc.).

Board of Directors or any Other Principal Officers

Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
Email: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
Email: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
Email: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
Email: _____	_____
Name: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Title: _____	_____
Phone: _____ Ext. _____	_____

ATTACHMENT H

RFA HHS0015451

Exhibit B-2

Fax:	_____	_____
Email:	_____	_____

Other Key Personnel Providing Services and Supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility specialists, etc.)

Name:	_____	Mailing Address (incl. street, city, county, state, & zip):
Title:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
Email:	_____	_____
Name:	_____	Mailing Address (incl. street, city, county, state, & zip):
Title:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
Email:	_____	_____
Name:	_____	Mailing Address (incl. street, city, county, state, & zip):
Title:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
Email:	_____	_____
Name:	_____	Mailing Address (incl. street, city, county, state, & zip):
Title:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
Email:	_____	_____
Name:	_____	Mailing Address (incl. street, city, county, state, & zip):
Title:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
Email:	_____	_____

Form C, Work Plan

Responses must be clearly numbered, on 8x11 paper, with 1-inch margins, and 12-inch font size. Responses will only be evaluated within the specified page limits. Any information provided beyond these limits will not be evaluated. Responses are limited to a total of 5 pages, not including attachments.

1. LOCAL UNMET NEEDS

Describe the need for reproductive health services in the proposed service area(s) based on qualitative and quantitative data. (Eligible Service Areas, Section 2.4) Responses are limited to one page.

2. WORK PLAN

Describe how the requested cost reimbursement funding will help support infrastructure needs in order to increase HTW utilization and/or expand capacity. (Eligible Activities, Section 2.5, Performance Measures and Monitoring, Section 2.9) Responses are limited to a page.

3. PROMOTION AND OUTREACH TO ELIGIBLE SERVICE AREAS

Describe plans to promote HTW services and ensure outreach to eligible individuals in counties identified in Form D. The response must include personnel and other resources dedicated to promotion and outreach activities and the estimated number per month (in each county): 1) trips, 2) new partnerships, and 3) new individuals who complete screening or diagnostic appointments. (Eligible Service Areas, Section 2.4; Program Requirements, Section 2.6; Form D, Texas Counties Served by Region) Responses are limited to one page.

REQUIRED ATTACHMENTS

Applicant must submit the following documentation as attachments:

1. Attachment A – general ledger from a computerized system that has accounts assigned to track financial transactions for the Grant that may include assets, liabilities, equity, revenue (including copays) and expenses.
2. Attachment B – Recent Remittance and Status report within the last three months of date of application.

CERTIFICATION	
I certify that the information provided in this application is, to the best of my knowledge, complete and accurate; that the named legal entity has authorized me, as its representative, to submit this application; and that the legal entity complies with all terms of this RFA. The undersigned representative agrees to all the terms and conditions specified in the application by signing below.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Printed Title of Authorized Representative

ATTACHMENT H

RFA HHS0015451
Form D

FORM D, TEXAS COUNTIES SERVED BY REGION

Legal Business Name of
Applicant: _____

The Applicant shall select counties where their organization intends to provide HTW services. While the Applicant may provide HTW services to individuals who reside in any Texas county, the Applicant shall designate counties to which their organization has a physical or mobile clinic located in the selected county or intends to engage in promotion and outreach activities in the selected county.

Counties	☐	Counties	☐	Counties	☐	Counties	☐	Counties	☐
REGION 1		Hardeman	☐	Morris	☐	Freestone	☐	Crane	☐
Armstrong	☐	Haskell	☐	Panola	☐	Grimes	☐	Crockett	☐
Bailey	☐	Jack	☐	Rains	☐	Hamilton	☐	Dawson	☐
Briscoe	☐	Jones	☐	Red River	☐	Hays	☐	Ector	☐
Carson	☐	Kent	☐	Rusk	☐	Hill	☐	Gaines	☐
Castro	☐	Knox	☐	Smith	☐	Lampasas	☐	Glasscock	☐
Childress	☐	Mitchell	☐	Titus	☐	Lee	☐	Howard	☐
Cochran	☐	Montague	☐	Upshur	☐	Leon	☐	Irion	☐
Collingsworth	☐	Nolan	☐	Van Zandt	☐	Limestone	☐	Kimble	☐
Crosby	☐	Runnels	☐	Wood	☐	Llano	☐	Loving	☐
Dallam	☐	Scurry	☐			Madison	☐	Martin	☐
Deaf Smith	☐	Shackelford	☐	REGION 5		McLennan	☐	Mason	☐
Dickens	☐	Stephens	☐	Angelina	☐	Milam	☐	McCulloch	☐
Donley	☐	Stonewall	☐	Hardin	☐	Mills	☐	Menard	☐
Floyd	☐	Taylor	☐	Houston	☐	Robertson	☐	Midland	☐
Garza	☐	Throckmorton	☐	Jasper	☐	San Saba	☐	Pecos	☐
Gray	☐	Wichita	☐	Jefferson	☐	Travis	☐	Reagan	☐
Hale	☐	Wilbarger	☐	Nacogdoches	☐	Washington	☐	Reeves	☐
Hall	☐	Young	☐	Newton	☐	Williamson	☐	Schleicher	☐
Hansford	☐			Orange	☐			Sterling	☐
Hartley	☐	REGION 3		Polk	☐	REGION 8		Sutton	☐
Hemphill	☐	Collin	☐	Sabine	☐	Atascosa	☐	Terrell	☐
Hockley	☐	Cooke	☐	San Augustine	☐	Bandera	☐	Tom Green	☐
Hutchinson	☐	Dallas	☐	San Jacinto	☐	Bexar	☐	Upton	☐
King	☐	Denton	☐	Shelby	☐	Calhoun	☐	Ward	☐
Lamb	☐	Ellis	☐	Trinity	☐	Comal	☐	Winkler	☐
Lipscomb	☐	Erath	☐	Tyler	☐	DeWitt	☐		
Lubbock	☐	Fannin	☐			Dimmit	☐	REGION 10	
Lynn	☐	Grayson	☐	REGION 6		Edwards	☐	Brewster	☐
Moore	☐	Hood	☐	Austin	☐	Frio	☐	Culberson	☐
Motley	☐	Hunt	☐	Brazoria	☐	Gillespie	☐	El Paso	☐
Ochiltree	☐	Johnson	☐	Chambers	☐	Goliad	☐	Hudspeth	☐
Oldham	☐	Kaufman	☐	Colorado	☐	Gonzales	☐	Jeff Davis	☐
Parmer	☐	Navarro	☐	Fort Bend	☐	Guadalupe	☐	Presidio	☐
Potter	☐	Palo Pinto	☐	Galveston	☐	Jackson	☐		
Randall	☐	Parker	☐	Harris	☐	Karnes	☐	REGION 11	
Roberts	☐	Rockwall	☐	Liberty	☐	Kendall	☐	Aransas	☐
Sherman	☐	Somervell	☐	Matagorda	☐	Kerr	☐	Bee	☐
Swisher	☐	Tarrant	☐	Montgomery	☐	Kinney	☐	Brooks	☐
Terry	☐	Wise	☐	Walker	☐	La Salle	☐	Cameron	☐
Wheeler	☐			Waller	☐	Lavaca	☐	Duval	☐
Yoakum	☐	REGION 4		Wharton	☐	Maverick	☐	Hidalgo	☐
		Anderson	☐			Medina	☐	Jim Hogg	☐
REGION 2		Bowie	☐	REGION 7		Real	☐	Jim Wells	☐
Archer	☐	Camp	☐	Bastrop	☐	Uvalde	☐	Kenedy	☐
Baylor	☐	Cass	☐	Bell	☐	Val Verde	☐	Kleberg	☐
Brown	☐	Cherokee	☐	Blanco	☐	Victoria	☐	Live Oak	☐
Callahan	☐	Delta	☐	Bosque	☐	Wilson	☐	McMullen	☐
Clay	☐	Franklin	☐	Brazos	☐	Zavala	☐	Nueces	☐
Coleman	☐	Gregg	☐	Burleson	☐			Refugio	☐
Comanche	☐	Harrison	☐	Burnet	☐	REGION 9		San Patricio	☐
Cottle	☐	Henderson	☐	Caldwell	☐	Andrews	☐	Starr	☐

ATTACHMENT H

RFA HHS0015451
Form D

Eastland	☐	Hopkins	☐	Coryell	☐	Borden	☐	Webb	☐
Fisher	☐	Lamar	☐	Falls	☐	Coke	☐	Willacy	☐
Foard	☐	Marion	☐	Fayette	☐	Concho	☐	Zapata	☐

ATTACHMENT H

RFA HHS0015451
Form E**FORM E, SUBCONTRACTING INFORMATION****Legal Business Name of
Applicant:** _____

The Applicant shall complete the Subcontracting Information Form listing each subcontractor that the Applicant plans to engage to provide direct services to Healthy Texas Women Cost Reimbursement (HTW-CR) Clients. Additional tables can be submitted separately.

A Subcontractor is an entity that does all or part of the work required in the Grant Agreement between System Agency and the Grantee. The Grantee shall reimburse the subcontractor for services provided at an agreed-upon rate. The Grantee is responsible for oversight of the subcontractor to ensure that applicable policies and procedures are current and that services are being delivered to the target population(s) in accordance with the System Agency Grant Agreement.

☐	<u>YES</u> - Our organization is proposing to subcontract HTW-CR direct services. All subcontractors that will be providing direct services are noted in the table(s) below.
☐	<u>NO</u> - This form is not applicable because our organization is not proposing to subcontract HTW-CR direct services.

If “Yes,” please continue with the instructions below. If “No,” the form is completed.

Complete the tables below for all organizations subcontracted to provide HTW-CR direct services, one table per subcontractor. Mark “n/a” for any item not applicable; no fields should be left blank. If additional tables are needed, the Applicant shall provide as a separate document with additional subcontractor information tables.

Subcontractor #1	
	HTW-CR Services and Supports
Subcontracted Program:	
Subcontracted Service(s) to specific subcontractor:	
Subcontractor Name:	
Subcontractor’s Physical Address: <i>(include street, city, county, state, zip code)</i>	
Subcontractor’s Mailing Address: <i>(include street, city, county, state, zip code)</i>	
Subcontractor’s Primary Phone: <i>(include area code and extension, if applicable)</i>	
Subcontractor’s Website:	

ATTACHMENT H

RFA HHS0015451
Form E

Subcontractor #1	
Subcontractor's Primary Point of Contact and Title:	
Subcontractor's Primary Point of Contact Phone: <i>(include area code and extension, if applicable)</i>	
Subcontractor's Primary Point of Contact Email	
Subcontractor's Pharmacy License #	
Subcontractor's TPI #	
Subcontractor's NPI #	

Subcontractor #2	
	HTW-CR Services and Support
Subcontracted Program:	
Subcontracted Service(s) to specific subcontractor:	
Subcontractor Name:	
Subcontractor's Physical Address: <i>(include street, city, county, state, zip code)</i>	
Subcontractor's Mailing Address: <i>(include street, city, county, state, zip code)</i>	
Subcontractor's Primary Phone: <i>(include area code and extension, if applicable)</i>	
Subcontractor's Website:	
Subcontractor's Primary Point of Contact and Title:	
Subcontractor's Primary Point of Contact Phone: <i>(include area code and extension, if applicable)</i>	
Subcontractor's Primary Point of Contact Email	
Subcontractor's Pharmacy License #	

ATTACHMENT H

RFA HHS0015451
Form E

Subcontractor #2	
Subcontractor's TPI #	
Subcontractor's NPI #	



ATTACHMENT 1
Texas Health and Human Services System
Indirect Costs Rate (ICR) Questionnaire for Request for Application (RFA)

Indirect Cost Rate Questionnaire for Request for Application

The Indirect Cost Rate Questionnaire (ICRQ) is required for current and potential HHS Contractors that receive grant funding (grantees) to initiate the use or approval of an Indirect Cost Rate, or Federally Approved Cost Allocation Plan for HHS System contracts. Grantees should complete all questions unless instructed to skip forward. This form and any requested documents should be included in the Request For Application (RFA) response.

Section 1. Grantee Information

Legal Name of Entity:

Texas Identification Number (TIN):

Organization Fiscal Year End Date:

Point of Contact Name:

Point of Contact Title:

Point of Contact Phone:

Point of Contact E-mail:

Section 2. State of Texas Grant History

Has the organization ever received a grant from a State of Texas agency **in the past**?

☐ Yes

☐ No

Using the check boxes below, indicate whether the underlying funds were from a Federal entity, State entity, or both.

☐ Federal

☐ State

☐ Both

ATTACHMENT H

Section 3. Request *de minimus* Indirect Cost Rate

If eligible, would the organization like to request the 10% *de minimus* Indirect Cost Rate?

☐ Yes☐ No**Section 4. Request Reimbursement for Indirect Costs**

If eligible, does the organization wish to request reimbursement for indirect costs?

☐ Yes☐ No

The organization has indicated that indirect costs reimbursement from HHS is not applicable at this time for all HHS System Contracts. No further information is needed.

Skip to Section 7. Signature

Section 5. Federal ICR Information

1. Does the organization have a **current** ICR approved by any federal cognizant agency or a federally approved cost allocation plan?

☐ Yes☐ No

Expiration Date:

Include the federal approval letter when submitting this form.

Skip to Section 7. Signature

ATTACHMENT H

Section 5. Federal ICR Information (cont.)

2. Has the organization had an ICR approved by any federal cognizant agency or a federally approved cost allocation plan **in the past**?

☐ Yes

Include the most recent expired federal approval letter when submitting this form.

☐ No

3. Is the organization applying for a new federal indirect cost rate or seeking a new federally approved cost allocation plan?

☐ Yes☐ No**Proceed to Section 6: State ICR Information****Section 6. State of Texas ICR Information**

1. Does the organization have a **current** ICR approved by any State of Texas agency?

☐ Yes

Expiration Date:

Include the State approval letter when submitting this form.

Skip to Section 7. Signature

☐ No

ATTACHMENT H

Section 6. State ICR Information (cont.)2. Has the organization had an ICR approved by any State of Texas agency **in the past**?☐ Yes**Include the most recent expired State approval letter when submitting this form.**☐ No3. Is any State of Texas agency **currently** reimbursing the organization for indirect costs?☐ Yes

List the Texas agencies that are currently reimbursing your organization for indirect costs.

☐ No4. Has any State of Texas agency reimbursed the organization for indirect costs on any grant award **in the past**?☐ Yes

List the most recent State of Texas agencies that reimbursed your organization for indirect costs.

☐ No**Section 7. Signature of Organization Representative**

Printed Name:

Signature:

Title:

Date of Execution:

ATTACHMENT H

RFA HHS0015451

Form G

FORM G, INTERNAL CONTROLS QUESTIONNAIRE FINANCIAL MANAGEMENT AND ADMINISTRATION

Legal Business Name of Applicant:	

Introduction

By accepting an award from Health and Human Services Commission (HHSC) your organization and the Board of Directors or other oversight authority accept responsibility for complying with the management and administration of programmatic, financial and reporting requirements of the award. Communication and coordination between the organization's program implementation and financial staff is essential for the success of the project being funded by the award. It is critical that staff responsible for the programmatic and accounting functions is aware of the financial and administrative requirements applicable to grants and subgrants. Key personnel within the organization should be identified and assigned responsibilities for the programmatic, financial and administrative requirements applicable to the HHSC award.

All HHSC Grantees are required to have a financial management system in place that meets federal and state standards for expending and accounting for the funds received under the award. Documents and records must be maintained that identify the receipt and expenditure of funds separately for each HHSC Grant Agreement. The system must be able to capture and report expenditures by the budget cost categories for each HHSC Grant Agreement. This requires establishing within the chart of accounts and general ledger, a separate set of accounts for each HHSC Grant Agreement. All financial reports should be prepared with information that comes directly from the organization's accounting system. There should be a reconciliation of the information that is reported to amounts recorded in the accounting system. In order to ensure the fiscal integrity of accounting records, the contractor must use an accounting system that does not permit overwrite or erasure of transactions posted to the general ledger.

FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

All Grantees must comply with applicable cost principles, audit requirements, and administrative requirements in **Exhibit B, HHS Uniform Terms and Conditions-Grant, Version 3.5.**

ACCOUNTING SYSTEM

The type of accounting system often depends on the size of the organization. Briefly describe your organization's accounting system including:

- a) Is the accounting system computerized, manual or a combination of both;
- b) How are different types of transactions (e.g., cash disbursements, cash receipts, revenues, journal entries) recorded and posted to the general ledger;
- c) When do you close your general ledger (e.g., monthly by the 10th of the following month);

ATTACHMENT H

RFA HHS0015451

Form G

- d) How are transactions organized, maintained, and summarized in financial reports. If your accounting system is computerized, indicate the name/type.

Answer each of the following questions with either a “yes” or “no” answer by checking the respective box.

- 1. Is the Applicant’s accounting system organized to allow an auditor to trace financial report balances through the general ledger and other summary ledgers/journals to each detail accounting transaction and supporting source documentation?**

☐ YES ☐ NO

- 2. Does the Applicant’s accounting system have the capability of identifying the receipt and expenditures of program funds and program income separately for each HHSC Grant Agreement?**

☐ YES ☐ NO

- 3. Does the Applicant’s accounting system provide for the recording of expenditures for each HHSC Grant Agreement by the budget cost categories shown in the proposed budget?**

☐ YES ☐ NO

- 4. Does the Applicant’s accounting system provide for the segregation of direct and indirect expenses and the allocation of indirect costs?**

☐ YES ☐ NO

- 5. Are time records (e.g., time sheets) maintained for all employees where their actual time/effort is recorded and specifically identified to a particular cost objective?**

☐ YES ☐ NO

- 6. Is the employees’ time/effort that is recorded on the time record the source/basis of the calculation of salary/wage costs recorded in the general ledger for each cost objective?**

☐ YES ☐ NO

ATTACHMENT H

RFA HHS0015451

Form G

GENERAL ADMINISTRATION & INTERNAL CONTROLS

1. **Is the staff who will be responsible for the financial management of the award generally familiar with the existing regulations and guidelines containing the cost principles and financial administrative requirements applicable to state and federal contracts/grants?**

☐ YES ☐ NO

2. **Does the Applicant organization have written accounting policies and procedures?**

☐ YES ☐ NO

3. **Are generally accepted accounting principles followed for separation of duties regarding receipts and deposit of funds and payment of goods and services?**

☐ YES ☐ NO

4. **Are procedures in place with adequate controls to ensure that receipts and disbursements are authorized and appropriately documented?**

☐ YES ☐ NO

5. **Are all disbursements approved prior to payment?**

☐ YES ☐ NO

6. **Is there any additional review or special approval required for checks exceeding a specific dollar amount?**

☐ YES ☐ NO

7. **Are there written procedures and internal controls established for the procurement of goods and services?**

☐ YES ☐ NO

ATTACHMENT H

RFA HHS0015451

Form G

- 8. Do purchase orders/requisitions require specific approvals from authorized individuals in the requesting department?**

☐ YES ☐ NO

- 9. Are supporting documents (invoices, receipts, approvals, receiving reports, canceled checks, etc.) maintained for each disbursement and on file for easy location and retrieval?**

☐ YES ☐ NO

- 10. Do supporting documents accompany checks for the check signer's signature?**

☐ YES ☐ NO

- 11. Are supporting documents marked when paid to prevent reuse or duplication of payment?**

☐ YES ☐ NO

- 12. Are invoices coded to identify allocation of payment by cost objective and sub-account?**

☐ YES ☐ NO

- 13. Does your organization stay current with payments of its accounts payable, payroll taxes and other liabilities, loans, taxes, etc.?**

☐ YES ☐ NO

- 14. Do you have written personnel policies?**

☐ YES ☐ NO

- 15. Does the Applicant's policy require individual daily time and attendance records for personnel (part-time, full-time, and/or in-kind volunteers)?**

☐ YES ☐ NO

ATTACHMENT H

RFA HHS0015451

Form G

16. Do procedures ensure that time and attendance reports can be specifically traced to costs recorded in the general ledger for each payroll period for each cost objective?

☐ YES ☐ NO

17. Does the Applicant have a written job descriptions with set salary levels for each employee?

☐ YES ☐ NO

18. Does the Applicant have on file authorizations covering rates of pay, withholding and deductions for each employee?

☐ YES ☐ NO

ATTACHMENT H

RFA HHS0015451
Form H

FORM H, CONTRACT AND LITIGATION HISTORY

*This form provides information regarding identification and contract history of the Applicant, executive management, project management, governing board members, and/or principal officers. Applicant must respond to each request for information and **provide the required supplemental document behind this form**. If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

NOTE: Administrative Information may be used in screening Applications.

1. **The Applicant must attach a list of current board members or members of its governing body using Form B-1 or B-2, as applicable.**

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

☐ YES ☐ NO

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

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

Conflict of Interest, Contract and Litigation History

The Applicant must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFA.

Examples of potential conflicts include an existing or potential business or personal relationship **between the Applicant, its principal, or any affiliate or subcontractor, with the Health and Human Services Commission, the Program Administrator, or any other entity or person involved in any way in any project that is the subject of this RFA.**

ATTACHMENT H

RFA HHS0015451
Form H

FORM H: CONTRACT AND LITIGATION HISTORY *continued*

Similarly, any existing or potential personal or business relationship between the Applicant, the principals, or any affiliate or subcontractor, with any employee of the Health and Human Services Commission or the Program Administrator must be disclosed.

Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for Grant Agreement termination or disqualification of the Application. If, following a review of this information, it is determined by HHSC that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a Grant Agreement.

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

☐ YES ☐ NO

If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

- 4. Will any person who received compensation from Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFA participate financially with Applicant as a result of an award under this RFA?**

☐ YES ☐ NO

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

- 5. Will any provision of services or other performance under any Grant Agreement that may result from this RFA constitute an actual or potential conflict of interest or create the appearance of impropriety?**

☐ YES ☐ NO

If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

- 6. Are any current or former employees of the Applicant current or former employees of HHSC (within the last 24 months)?**

☐ YES ☐ NO

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

ATTACHMENT H

RFA HHS0015451
Form H

FORM H: CONTRACT AND LITIGATION HISTORY *continued*

7. Are any proposed personnel related to any current or former employees of HHSC?

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

10. Is Applicant or any member of Applicant's executive management, project management, board members or principal officers:

- Delinquent on any state, federal or other debt;
 - Affiliated with an organization which is delinquent on any state, federal or other debt;
- or
- In default on an agreed repayment schedule with any funding organization?

☐ YES ☐ NO

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

11. Has the Applicant had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?

☐ YES ☐ NO

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

ATTACHMENT H

RFA HHS0015451
Form H

FORM I: CONTRACT AND LITIGATION HISTORY *continued*

12. Does this Application include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?

☐ YES ☐ NO

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

13. Has Applicant had a grant/contract with HHSC within the past 24 months?

☐ YES ☐ NO

If YES, list the HHSC contract and attachment number(s):

HHSC Contract Number(s)

Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.

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

Click here to enter text.

15. At its discretion, HHSC may require the Applicant to disclose information regarding the application for or award of state, federal, and/or local grant funding by the Applicant or Community Collaborative member organization within the past two (2) years to provide operational support for service delivery sites to improve the health of low-income women in underserved communities by expanding access to preventative health care and support services. Applicant may elect to disclose this information as part of the application.

Click here to enter text.

**SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM****Solicitation Name/Title:**

Healthy Texas Women (HTW) Cost Reimbursement

Solicitation No:

HHS0015451

Solicitation Due Date:

03/17/2025

Solicitation Due Time

10

30

a.m.

Addendum No.

1

Addendum Date:

03/05/2025

PCS Contact Information**Purchasing Contact Phone:**

512-776-2951

Purchasing Contact Name:

Julia Solis

Purchasing Contact Email:

julia.solis@hhs.texas.gov

Description of Addendum**BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:**

The purpose of this Addendum No. 1 is to:

1. Post the Answers to Questions or Request for Clarification per Section 7.1, Schedule of Events, attached as Attachment to Addendum 1.

No other changes are made to RFA HHS0015451 by this Addendum No. 1.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION**RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.**

1. Acknowledge receipt of this addendum by signing and returning this addendum with your solicitation response in accordance with the submission options outlined in the solicitation.
2. If respondent has submitted the response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.

Authorized Signature**Respondent Name****Date****Phone****Email**

Applicant Questions and Answers

RFA Number		RFA / Grant Name		
HHS0015451		Healthy Texas Women (HTW) Cost Reimbursement		
PCS Grant Specialist Name			PCS Grant Specialist Email	
Julia Solis			julia.solis@hhs.texas.gov	
+ / - Row	#	Reference	Applicant Question	Agency / Program Response
 	1	page 16, Section 2.8.	I see that monthly vouchers and supporting documentation, as well as quarterly financial status reports are part of the required reporting. Would you be able to provide blank examples of the monthly vouchers and financial status reports, as well as examples of supporting documentation, to give a clearer picture of the reporting requirements?	Blank template examples will not be provided in the RFA
 	2	1. RFA HHS0015451 2. Form C, Work Plan – Instructions Paragraph 3. Page 1 4. Last sentence: - " Responses are limited to a total of 5 pages, not including attachments.	The outline for the narrative section states that every criteria response is limited to one page, Do we have two extra pages to response to any of the criteria listed on the evaluation tool?	No. The total number of pages is 3. Form C has been updated. Refer to Addendum No. 2 to the RFA.
 	3	Section 8.3; Required Submission Method, of the actual RFA packet posted only lists 2 methods of submission.	Will section be updated for email option to submit?	Only submissions methods listed in Section 8.3 of the RFA will be considered.
 	4	FORM G: INTERNAL CONTROLS QUESTIONNAIRE, FINANCIAL MANAGEMENT AND ADMINISTRATIO N shows "All Grantees must comply with applicable cost principles, audit requirements, and administrative requirements in the Exhibit B, HHS Uniform Terms and Conditions-Grant, Version 3.4."	this paragraph should say version 3.5	Form G is accurate as currently posted and reflects Version 3.5.

+ / - Row	#	Reference	Applicant Question	Agency / Program Response
+ -	5	1. RFA Number: HHS0015451 2. Section or Paragraph number from this Solicitation: 2.5 Eligible Activities 3. Page Number of this Solicitation: Pg. 30 4. Exhibit or other Attachment: Exhibit H, FY 2026 HTW CR Budget Workbook. 5. Page Number of the Exhibit; H-0 PATNAV Personnel 6. Language, Topic, Section Heading being questioned: There is not a sheet included for additional administrative personnel beyond patient navigators.	Can we include administrative personnel costs in the budget workbook or are only Patient Navigators allowable personnel expenses under the grant?	Applicants can propose funding for both HTW-CR administrative personnel costs and Patient Navigator personnel costs.
+ -	6	This RFA is only for the Cost Reimbursement portion of the HTW program, correct?	Is an organization still able to bill Fee for Service for HTW clients if they do not participate in the Cost Reimbursement Grant program?	Yes.
+ -	7	RFA # HHS0015451 Form C Work Plan Section: Instructions:	Is the limit 5 pages or 3 pages excluding attachments? The instructions state "Responses are limited to a total of 5 pages, not including attachments." However, each of the 3 sections (1 Local Unmet Needs; 2 Work Plan; and 3 Promotion and Outreach to Eligible Service Areas) says "Responses are limited to one page."	The total number of pages is 3. Refer to Addendum No. 2 to the RFA.

Form

PCS 134-G

ATTACHMENT H



+ / - Row	#	Reference	Applicant Question	Agency/Program Response
+ -	8	A. RFA Number: HHS0015451 B. Section or Paragraph number from this Solicitation: n/a C. Page Number of this Solicitation: n/a D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment: Form F HHS System Indirect Cost Rate (ICR) Questionnaire for Request Application (RFA) E. Page Number of the Exhibit: Page 1 F. Language, Topic, Section Heading being questioned: Section 1 Grantee Information	Is the Unique Entity ID, Address, and Secondary Contact information missing? Is this the most recent form? A. RFA Number: HHS0015451	Form F has been updated. Refer to Addendum No. 2 to the RFA.
	8a	A. RFA Number: HHS0015451 B. Section or Paragraph number from this Solicitation: n/a C. Page Number of this Solicitation: n/a D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment: Form F HHS System Indirect Cost Rate (ICR) Questionnaire for Request Application (RFA) E. Page Number of the Exhibit: Page 2 F. Language, Topic, Section Heading being questioned: Section 3 Request de minimus Indirect Cost Rate "If eligible, would the organization like to request the 10% de minimus Indirect Cost Rate? "	Did the de minimus Indirect Cost increase to 15%	Form F has been updated. Refer to Addendum No. 2 to the RFA.

+ / - Row	#	Reference	Applicant Question	Agency/Program Response
+ -	8b	A. RFA Number: HHS0015451 B. Section or Paragraph number from this Solicitation: n/a C. Page Number of this Solicitation: n/a D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment: E. Page Number of the Exhibit: N/A F. Language, Topic, Section Heading being questioned: N/A	Is there a Federal Funding Accountability and Transparency Form?	No.
+ -	8c	A. RFA Number: HHS0015451 B. Section or Paragraph number from this Solicitation: n/a C. Page Number of this Solicitation: n/a D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment: E. Page Number of the Exhibit: N/A F. Language, Topic, Section Heading being questioned: N/A	Is there an Assurance Non-Construction Exhibit form?	No.
+ -	8d	A. RFA Number: HHS0015451 B. Section or Paragraph number from this Solicitation: n/a C. Page Number of this Solicitation: n/a D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment: E. Page Number of the Exhibit: N/A F. Language, Topic, Section Heading being questioned: N/A	Is there a Certification Regarding Lobbying Exhibit form?	No.

+ / - Row	#	Reference	Applicant Question	Agency / Program Response
+ -	8e	A. RFA Number: HHS0015451 B. Section or Paragraph number from this Solicitation: n/a C. Page Number of this Solicitation: n/a D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment: Form C Work Plan E. Page Number of the Exhibit: N/A F. Language, Topic, Section Heading being questioned:	Are there sections missing from the Work Plan? The guidelines specify a total limit of five pages for the work plan. However, the narrative component comprises three sections, each with its own one-page limit. Could you please confirm whether the overall page limit for the work plan is five pages, or if the combined total of the narrative sections should not exceed three pages	No. The total number of pages is 3. Form C has been updated. Refer to Addendum No. 2 to the RFA.
+ -	9	RFA # HHS0015451 Form C Work Plan Section: 3 Promotion and outreach to eligible service areas	The response asks for (1) trips, (2) new partnerships, and (3) new individuals who complete screening or diagnostic appointments. For #3, are you asking for just the number of confirmed HTW patients who complete screening or diagnostic appointments or do you include HTW pending patients? Since sometimes it takes over 60 days for a client's HTW status to be determined, it is difficult to gather that information on a monthly basis. Or, are you asking for the number of unduplicated new patients the promotion and outreach activities bring into the clinic each month whether or not they end up qualifying for HTW? (for instance they may end up being FPP patients or regular Medicaid or some other source of pay).	This question is asking for the estimated number of new unduplicated individuals the promotion and outreach activities bring into the clinic to complete screening or diagnostic appointments in each county (on annual or monthly basis) as a result of promotion and outreach activities the applicant proposes to do each month.
+ -	10	RFA Number; RFA No. HHS0015451 2. Section or Paragraph number from this Solicitation; Section 6.2 Requested Budget 3. Page Number of this Solicitation; Pages 14 and 26 of RFA 4. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment; Exhibit H 5. Page Number of the Exhibit; Budget Summary Tab 6. Language, Topic, Section Heading being questioned; and	Cell C21, Cell C22, Cell E34 and Cell H34 of Exhibit H, Budget Summary Tab, are not calculating correctly (and are locked cells). Will a revised worksheet be provided?	Exhibit H has been updated. Refer to Addendum No. 2 to the RFA.

Form

PCS 134-G

ATTACHMENT H



+ / - Row	#	Reference	Applicant Question	Agency/Program Response
+ -	11	A. RFA number. HHS0015451 B. Section or Paragraph number from this Solicitation. Section XIII. Submission Checklist C. Page Number of this Solicitation. Page 48 OF 50 D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment. Article XIII. Submission Checklist E. Page Number of the Exhibit. Page 48 F. Language, Topic, Section Heading being questioned B. Narrative Proposal [The Narrative Proposal must be titled "Narrative Proposal" and include the Applicant's Legal Name, the RFA No., and the name of the Grant Program. Use the titles below for each required section.] a. Form C: Work Plan b. Form D: Texas Counties Served by Region c. Form E: Subcontracting Information	We need little clarity. According to the language mentioned in Article XIII Submission Checklist B Narrative Proposal. Do we have to mention in cover page of each form of C, D, E, . Narrative Proposal the Title Proposal and applicant legal name, RFA no. and name of Grant Program. or DO we have to make cover page of each section (Administrative Information, Narrative Proposal Requested Budge, Indirect Costs, Exhibits to be Completed, Signed, and Submitted with Application, and Addenda) with Applicant's Legal Name, the RFA No., and the name of the Grant Program.	The Narrative Proposal section requires just one cover page to include Applicant's legal name, RFA No., and the name of the grant program. Each subsequent section should identify the corresponding titles (Form C, Form D, Form E). A cover page for each subsequent section is not required.



+ / - Row	#	Reference	Applicant Question	Agency / Program Response
	12	A. RFA number. HHS0015451 B. Section or paragraph number from this Solicitation. Article XII Application Confidential or Proprietary Information C. Page number of this Solicitation. Page 45 OF 50 D. Exhibit or other attachment and section or paragraph number from the exhibit or other attachment. Section XII. Application Confidential or Proprietary Information E. Page number of the exhibit. Page 45 F. Language, topic, section heading being questioned 12.1 TEXAS PUBLIC INFORMATION ACT – APPLICATION DISCLOSURE REQUIREMENTS	Do you want each section of the PIA Copy to have a PIA Cover Sheet placed before EACH section? Or do you want just one coversheet that indicates “Public Information Act Copy” on the very first page of the RFA submission for the PIA Copy?	Per Section 12.1, 3, a - 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)



+ / - Row	#	Reference	Applicant Question	Agency / Program Response
+ -	13	A. RFA number. HHS0015451 B. Section or paragraph number from this Solicitation. Section XIII. Submission Checklist C. Page number of this Solicitation. Page 48 OF 50 D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment. Section XIII Submission Checklist E. Page Number of the Exhibit. Page 48 F. Language, Topic, Section Heading being questioned	Do you want us to submit our RFA under only one PDF file that will contain all the sections scanned continuously? Or would you rather we make a separate file for each section of the RFA in each USB (i.e., A. Administrative Information.pdf, B. Narrative Proposal.pdf, C. Requested Budget.pdf, D. Indirect Costs.pdf, E. Exhibits to be Completed, Signed, and Submitted with Application.pdf, F. Addenda.pdf)?.	The Applicant is free to choose how to submit as long as all the documentation, forms and exhibits are submitted that is organized, with each section identified with the forms and exhibits within one section.

+ / - Row	#	Reference	Applicant Question	Agency/Program Response
+ -	14	A. RFA number. HHS0015451 B. Section or Paragraph number from this Solicitation. Section XIII. Submission Checklist C. Page Number of this Solicitation. Page 48 OF 50 D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment. Article XIII. Submission Checklist E. Page Number of the Exhibit. Page 48 F. Language, Topic, Section Heading being questioned B. Narrative Proposal [The Narrative Proposal must be titled "Narrative Proposal" and include the Applicant's Legal Name, the RFA No., and the name of the Grant Program. Use the titles below for each required section.] a. Form C: Work Plan b. Form D: Texas Counties Served by Region c. Form E: Subcontracting Information	We need little clarity. According to the language mentioned in Article XIII Submission Checklist B Narrative Proposal. Do we have to mention in cover page of each form of C, D, E, . Narrative Proposal the Title Proposal and applicant legal name, RFA no. and name of Grant Program. or DO we have to make cover page of each section (Administrative Information, Narrative Proposal Requested Budge, Indirect Costs, Exhibits to be Completed, Signed, and Submitted with Application, and Addenda) with Applicant's Legal Name, the RFA No., and the name of the Grant Program.	The Narrative Proposal section requires just one cover page to include Applicant's legal name, RFA No., and the name of the grant program. Each subsequent section should identify the corresponding titles (Form C, Form D, Form E). A cover page for each subsequent section is not required.
	15	A. RFA number. HHS0015451 B. Section or paragraph number from this Solicitation. Exhibit A. HHS SOLICITATION AFFIRMATIONS Exhibit A. HHS SOLICITATION AFFIRMATIONS	My question is that some of the exhibits have electronic signature. Is it ok to do electronic signature or printed signature required	Electronic signature is acceptable.

**SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM**

Solicitation Name/Title:

Healthy Texas Women (HTW) Cost Reimbursement

Solicitation No:

HHS0015451

Solicitation Due Date:

03/17/2025

Solicitation Due Time

10

30

a.m.

Addendum No.

2

Addendum Date:

03/05/2025

PCS Contact Information

Purchasing Contact Phone:

512-776-2951

Purchasing Contact Name:

Julia Solis

Purchasing Contact Email:

julia.solis@hhs.texas.gov

Description of Addendum**BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:**

The purpose of this Addendum No. 2 is to:

1. Delete and replace Form C, Work Plan. Refer to the attached Form C, Work Plan Addendum 2
2. Delete and replace Form F, HHS System Indirect Cost Rate (ICR) Questionnaire. Refer to the attached Form F, HHS System Indirect Cost Rate (ICR) Questionnaire Addendum 2.
3. Delete and replace Exhibit H, HTW CR Workbook. Refer to the attached Exhibit H, HTW CR Workbook Addendum 2.

No other changes are made to RFA HHS0015451 by this Addendum No. 2.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION**RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.**

1. Acknowledge receipt of this addendum by signing and returning this addendum with your solicitation response in accordance with the submission options outlined in the solicitation.
2. If respondent has submitted the response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.

Authorized Signature

Respondent Name

Date

Phone

Email

ATTACHMENT I

RFA No. HHS0015451

Administrative Information

City of Laredo

Healthy Texas Women Cost Reimbursement

RFA No. HHS0015451

ATTACHMENT I

RFA HHS0015451

Form A

FORM A, Face Page

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

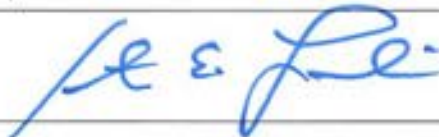
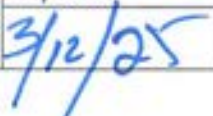
APPLICANT INFORMATION		
1) LEGAL BUSINESS NAME: City of Laredo		
2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code):		Check if address change ☐
1110 Houston St. Laredo, Webb, TX, 78040-8019		
3) PAYEE Name and Mailing Address, including 9-digit zip code (if different from above):		Check if address change ☐
City of Laredo, P.O. Box 579, Laredo, TX 78040-8019		
4) TEXAS Address (if different from above):		Time at address? (in years and months)
5) Medicaid Provider Number: 1379174-08 OR Date Medicaid Application Submitted & TMHP Ticket #:		
6) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit): 74-6001573; 174-60015732021		
*The Applicant acknowledges, understands and agrees that the Applicant's choice to use a social security number as the vendor identification number for the Grant Agreement, may result in the social security number being made public via state open records requests.		
7) TYPE OF ENTITY (check all that apply):		
☒ City	☐ Nonprofit Organization*	☐ Individual
☐ County	☐ For Profit Organization*	☐ Federally Qualified Health Centers
☐ Other Political Subdivision	☐ Hospital District	☐ State Controlled Institution of Higher Learning
☐ State Agency	☐ Community-Based Organization	☐ Hospital
☐ Indian Tribe	☐ Minority Organization	☐ Private
☐ Health Department	☐ University Medical Center	☐ Other (specify): _____
*If incorporated, provide 10-digit charter number assigned by Secretary of State:		
8) UEI number: HWX7C58NNUV1		

ATTACHMENT I

RFA HHS0015451

Form A

FORM A – Face Page

9) TOTAL AMOUNT OF FUNDING REQUESTED		\$426,002	
10) PROJECTED EXPENDITURES Does Applicant's projected state expenditures exceed \$750,000 for Applicant's <u>current fiscal year</u> ? ** Yes ☒ No ☐ <i>**Projected expenditures should include anticipated expenditures under state grants, as applicable</i>		11) PROJECT CONTACT PERSON: Name: Luis T. Cerda Phone: (956) 727-6977 Fax: (956) 795-2419 Email: lcerda@ci.laredo.tx.us	
		12) FINANCIAL OFFICER Name: Francisco Mata Phone: (956) 791-7428 Fax: (956) 791-7477 Email: fmata@ci.laredo.tx.us	
The facts affirmed by me in this proposal are truthful and I warrant the Applicant is in compliance with the RFA terms and conditions, including HHSC's Uniform Grant Agreement Terms and Conditions, and other RFA requirements. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a Grant Agreement. This document has been duly authorized by the governing body of the Applicant and I (the person signing below) am authorized to represent the Applicant.			
13) AUTHORIZED REPRESENTATIVE		14) SIGNATURE OF AUTHORIZED REPRESENTATIVE	
Name: Joseph W. Neeb Title: City Manager Phone: (956) 791-7302 Fax: (956) 791-7498 Email: jneeb@ci.laredo.tx.us			
Check if change ☐		15) DATE 	

FORM A: Face Page Instructions

This form provides basic information about the Applicant and the proposed project with the Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is the cover page of the Grant Agreement and is required to be completed. Signature affirms the facts contained in the Applicant's response are truthful and the Applicant is in compliance with the RFA terms and conditions, including HHSC's Uniform Terms and Conditions, and other RFA requirements unless specifically noted on the Applicant Information and Disclosure Form and acknowledges that continued compliance is a condition for the award of a Grant Agreement. Please follow the instructions below to complete the Face Page form and return with the Applicant's Application.

- LEGAL BUSINESS NAME** - Enter the legal name of the Applicant.
- MAILING ADDRESS INFORMATION** - Enter the Applicant's complete physical address and mailing address, city, county, state, and 9-digit zip code.
- PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with Applicant to receive payment for services rendered by Applicant and to maintain the accounting records for the Grant Agreement, i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code. If PAYEE is different from the Applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- Texas Address (if different from above)** - Enter PAYEE'S Texas address and time in address in years and months.
- MEDICAID PROVIDER NUMBER OR DATE MEDICAID APPLICATION SUBMITTED** – Enter the Medicaid provider number used by the organization to bill Medicaid. If the organization does not have a Medicaid number, enter the date an application was submitted to obtain a Medicaid number and TMPH Ticket #.
- FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER OR SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The Applicant acknowledges, understands and agrees the Applicant's choice to use a social security number as its vendor identification number for the Grant Agreement, may result in the social security number being made public via state open records requests.

ATTACHMENT I

RFA HHS0015451

Form A

- 7) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at <http://www.sos.state.tx.us/corp/businessstructure.shtml> and/or the Texas State Comptroller at https://fmxcpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.
Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (<http://www.window.state.tx.us/procurement/prog/hub/>)
State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii
Institutions of Higher Education as defined by §61.003 of the Education Code.
Minority Organization is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
If a **Non-Profit Corporation or For-Profit Corporation**, provide the 10-digit charter number assigned by the Secretary of State.
- 8) **UEI Number** - Unique Entity ID (UEI) number.
- 9) **TOTAL AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from HHSC for proposed project activities (not including possible renewals).
- 10) **PROJECTED EXPENDITURES** - If Applicant's projected state expenditures exceed \$750,000 for Applicant's current fiscal year, Applicant must arrange for a financial compliance audit (Single Audit).
- 11) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.
- 12) **FINANCIAL OFFICER** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
- 13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent the Applicant. Check the "Check if change" box if the authorized representative is different from previous submission to HHSC.
- 14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the Applicant must sign in this blank.
- 15) **DATE** - Enter the date the authorized representative signed this form.

ATTACHMENT I

RFA HHS0015451
Form B

**FORM B,
ADMINISTRATIVE ENTITY INFORMATION**

Legal Business Name
of Applicant:

City of Laredo

Address each of the assessment questions listed below. **Please indicate each of the corresponding question number(s) on the submitted Administrative Entity Information response.**

A maximum of five (5) additional pages may be attached if needed (excluding the company ownership structure graphic and the organization chart requested under **Company Profile**).

1. COMPANY NARRATIVE

Provide a detailed narrative description explaining why the Applicant is qualified to provide the services detailed in **Section II, Scope of Grant Project** of the **Request For Application (RFA)**. The narrative description should focus on the company's key strengths.

2. COMPANY PROFILE

Provide a company profile that includes the following information:

- a. The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly owned subsidiaries, affiliated companies, or joint ventures. **Provide this information in a narrative response and as a graphical representation.**
- b. If the Applicant is an affiliate of, or has a joint venture or strategic alliance with, another company, the Applicant must identify the percentage of ownership and the percentage of the parent's ownership. The entity providing most of the services defined by **Section II, Scope of Grant Project** of the RFA hereof and pursuant to a Grant Agreement, throughout the duration of the Grant Agreement, must be the primary bidder.
- c. The Applicant's proposed operating structure for the services requested under this RFA and which entities (i.e. parent company, affiliate, joint venture, subcontractor) will be performing them.
- d. The year the Applicant's company was founded or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation.
- e. The location of the Applicant's company headquarters and any field office(s) that may provide services for any resulting Grant Agreement under this RFA.

ATTACHMENT I

RFA HHS0015451

Form B

- f. The number of employees in the Applicant's company, both locally and nationally, and the location(s) to which employees may be assigned.
- g. The Applicant company's organization chart.
- h. The name, address, and telephone number of the Applicant's point of contact for any resulting Grant Agreement under this RFA.
- i. Indicate whether the Applicant's company has ever been engaged under a Grant Agreement by any Texas state agency. If "Yes," specify when, for what duties, and for which agency.

3. MAJOR SUBCONTRACTOR INFORMATION

The Applicant must identify any major subcontractors whom the Applicant intends to utilize in performing 15% or more of any contract. The Applicant must also describe the proposed subcontracted services. The Applicant must indicate whether or not the Applicant holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, the Applicant's obligations under any Grant Agreement awarded pursuant to this RFA.

**ALL RESPONSES TO
FORM B, ADMINISTRATIVE ENTITY INFORMATION
SHOULD BE INSERTED AFTER THIS PAGE**

ATTACHMENT I

RFA HHS0015451
Form B

FORM B, ADMINISTRATIVE ENTITY INFORMATION**1. COMPANY NARRATIVE**

The City of Laredo Public Health Department (CLPHD) has operated under the auspices of the Department of State Health Services (DSHS) since it was formed in 1943. The current facility is centrally located and easily accessible via public and private transportation. During its long and impressive history, the Public Health Department has taken a leading role in addressing the community's most pressing health problems through its five divisions which include the Patient Care Services Division (includes the Family Clinical, Child Health, Dental, TB Elimination, and Primary Care programs), Health Promotion Division, Environmental Health Division, Budget & Grant Management Division, and Disease Control and Epidemiology Division.

Our extensive partnerships within the community include a wide variety of State, Federal, and private clinics and agencies through the Laredo Health Coalition. Therefore, registered nurses, social workers, case managers, and medical office assistance staff have been trained to refer children and their families to acute and chronic care services such as, the Federally Qualified Health Center (Gateway Community Health Center) and participating health care providers in the Indigent and Safety Net Health Service Area. Through the years, we have robust partnerships with Border Region Behavioral Health, Labor and Delivery, Children's Advocacy Center, Child Protective Services, Texas Human and Health Services Commission, Medicaid offices, local hospitals, and other faith-based nonprofit organization that provide additional social and health preventive services for women and children. Internally the CLPHD has additional services that assist families with health care needs such as outreach, case management, Nurse Family Partnership, HIV outreach and screening, WIC outreach, Immunizations, Environmental Health outreach, TB prevention, and Primary Care. In addition, we work closely and collaborate with the Laredo Health Coalition, TDHHSC outreach program, Texas Health Steps, Texas A&M Colonias outreach program, Wesley Nurses, and UTHSC-Laredo environmental program outreach.

The CLPHD continues to be responsive to community public health needs, particularly the uninsured and underserved population. We have model programs cited for excellence and evidenced-based practices in Immunization, WIC, Well Child, HIV and

ATTACHMENT I

RFA HHS0015451
Form B

Disease Self-Management services that incorporate outreach and education as a pillar to wellness and positive outcomes. We have further developed and maintained community evidence-based programs and have certified staff in areas such as in Primary Care (chronic disease prevention), Buena Vida (early detection), Tuberculosis, Immunization, HIV screening and case management, and Family Planning services. All have a focus on family support, case management and education to ensure everyone is aware of the services and maintain wellness. This is decisive for the increasing underserved and below federal poverty level (FPL) population that CLPHD serves with the different programs and services available in Webb County.

An electronic encounter is done for all patients who are served under our programs. All clinics, including pop-up clinics, main and south clinic, have access and utilize our electronic medical record system. Our electronic medical record allows us to run frequent reports on many clinical relevant data, which allows for administrator to oversee daily operations and compliance. Our EMR, Patagonia Health, also allows us to extract data to analyze health outcomes, trends, appointments, compliance, lab testing, and overall health outcomes and it tracks patients. We are using a portal for health information exchange to improve health care services and outcomes. Each encounter is reviewed for completion by our Mid-level providers, casework and clinical staff. Our Medical Director Dr. Fernando Sanchez has a clinical group of nursing, allied health, clerical, and billing staff that support all the clinical work performed. Case management, nutrition classes, and patient education is provided to at-risk or chronic disease patients. Laboratory/diagnostic services are provided and referrals to specialty and behavioral health care as needed.

CLPHD receives federal, state and local funding sources in the form of grants, line-item funding directly from the City of Laredo budget, and program income to support the program. The CLPHD utilizes the City of Laredo Finance Department's double entry, modified accrual system of accounting which is fully computerized on its IBM I-Series system. Revenues and expenditures are allocated by cost center (projects) which facilitates accountability. All financial status reports and vouchers are prepared by a senior accountant in the Finance Department who is assigned to the Health fund. Daily fiscal transactions are monitored by the Health Department's Budget and Grants

ATTACHMENT I

RFA HHS0015451
Form B

Management Division staff. Detailed (line item) reports of program expenditures, encumbrances and variances (balances) are available as needed for monitoring and planning.

CLPHD has 70 plus years' experience collecting data sets to analyze and report on performance measures, goals and objectives, and by program staff, departmental grants and budget staff and is further assessed by the city finance, budget and legal staff for compliance. Our quality assurance and medical review team together with the assistant director of programs and services, assistant director of operations, and programs supervisor work together to review, analyze, and report data. Based on outcomes and progress changes are made to improve services and/or make corrective actions as deemed necessary. Finally, we also have external and internal evaluators and auditors to also assess operations, performance measures, and provide continuous quality improvement.

2. COMPANY PROFILE

(A). The City of Laredo is a municipal corporation operating as a public entity under the governance of a Mayor and City Council. The City of Laredo operates under a Council-Manager form of government, as established by its Charter. In this structure, all municipal powers are vested in an elected City Council, which serves as the legislative body responsible for enacting local laws, adopting budgets, determining policies, and appointing the City Manager. The City Manager is tasked with executing these laws and administering the day-to-day operations of the municipal government. The City's authority is exercised in accordance with the Texas Constitution, state laws, the City Charter, and ordinances adopted by the Council.

The City of Laredo Public Health Department (CLPHD) is a department within the City of Laredo's governmental structure. It does not operate as a separate legal entity and does not have wholly owned subsidiaries, affiliated companies, or joint ventures. The City of Laredo established the Public Health Department under Section 4.01(A) of the City Charter, operates as a local public health department under the Local Public Health and Reorganization Act, and adheres to the Uniform Grant and Management Act for applicable grant-supported health services.

ATTACHMENT I

RFA HHS0015451
Form B

The Health Department is overseen by a director appointed by the City Manager, as provided in Section 3.04(1) of the Charter. The director manages the department under the supervision and direction of the City Manager, as outlined in Section 4.01(B) of the Charter.

The department provides a comprehensive range of public health services to the residents of Laredo, including:

1. Personal Health Promotion and Maintenance Services – Addressing individual and community health needs.
2. Infectious Disease Control and Prevention – Implementing measures to mitigate the spread of communicable diseases.
3. Environmental and Consumer Health Programs – Enforcing health and safety laws related to food, water, waste control, sanitation, and vector control.
4. Public Health Education and Information – Delivering resources to inform and empower the public about health-related issues.
5. Laboratory Services – Providing diagnostic and investigative laboratory support.
6. Administrative Services – Ensuring operational efficiency and compliance.

With City Council approval, the Public Health Department may enter into contracts or grant agreements with state and federal agencies to expand public health services. Additionally, as authorized by the Local Public Health Reorganization Act and the Interlocal Cooperation Act, the City Council may collaborate with Webb County and other municipalities to enhance public health services through formal agreements.

The organizational structure of the City of Laredo includes multiple departments providing diverse municipal services, with the Public Health Department specializing in public health initiatives and programs. For the graphical representation of the structure, please refer to Attachment – Company Ownership Structure Graphic.

(B). The City of Laredo and its Public Health Department do not operate as affiliates or joint ventures. All services provided under the grant will be executed directly by the City of Laredo Public Health Department, which will act as the primary applicant and service provider for the duration of the grant agreement.

(C). The City of Laredo Public Health Department will manage and execute services requested under the grant application. The department's operating structure includes

ATTACHMENT I

RFA HHS0015451
Form B

subcontracting with medical providers to provide services, contributing to the effective delivery of the proposed project.

(D). The City of Laredo was established in 1755 and operates under a home-rule charter. The City of Laredo Public Health Department's origins trace back to August 24, 1935, when an ordinance required the "City Health Officer" to conduct a public clinic and provide necessary medicines and assistance. In 1943, an agreement between the City of Laredo and Webb County established the Laredo-Webb County Health Unit. Significant reorganization occurred in 1989, leading to the creation of the current Health Department structure.

(E). The City of Laredo headquarters is located at 1110 Houston Street, Laredo, TX 78040. The Public Health Department's primary office is located at 2600 Cedar Avenue, Laredo, TX 78040. The department also operates additional field locations for clinics, outreach programs, and community health services across the city.

(F). The City of Laredo employs approximately 2,800 individuals, with an estimated 300 staff members assigned to the Public Health Department. Employees are based locally in Laredo, Texas, with assignments to various locations across the city depending on program specific implementation.

(G). For the company's organizational chart, please refer to Attachment-Organization Chart.

(H). Richard A. Chamberlain, DrPH, MPH, CPHA, CPM, CHW, LCI, RS
Public Health Director
2600 Cedar Avenue, Laredo, TX 78040
956-795-4918

(I). The City of Laredo Public Health Department partners with various National, State, and Local entities to support public health efforts through grant agreements. Texas State agencies include: Texas Department of State Health Services and Texas Health and Human Services.

3. MAJOR SUBCONTRACTOR INFORMATION

Not Applicable.

ATTACHMENT I

RFA HHS0015451

Form B-1

**FORM B-1,
GOVERNMENTAL ENTITY
Authorized Officials and Other Key Personnel**

Legal Business Name of Applicant:	City of Laredo

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a Grant Agreement on behalf of the Applicant and other key personnel who will provide services and supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility support specialists, etc.).

Officials Authorized to Enter into a Grant Agreement on Behalf of the Applicant

Name: <u>Joseph W. Neeb</u> Title: <u>City Manager</u> Phone: <u>(956) 791-7302</u> Ext. _____ Fax: <u>(956) 791-7498</u> Email: <u>jneeb@ci.laredo.tx.us</u>	Mailing Address (incl. street, city, county, state, & zip): <u>1110 Houston St./P.O. Box 579</u> <u>Laredo, TX</u> <u>78040-8019</u> <u>Webb County</u>
Name: <u>Steve Landin</u> Title: <u>Assistant City Manager</u> Phone: <u>(956) 791-7302</u> Ext. _____ Fax: <u>(956) 791-7498</u> Email: <u>selandin@ci.laredo.tx.us</u>	Mailing Address (incl. street, city, county, state, & zip): <u>1110 Houston St./P.O. Box 579</u> <u>Laredo, TX</u> <u>78040-8019</u> <u>Webb County</u>
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____

ATTACHMENT I

RFA HHS0015451

Form B-1

Title:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
Email:	_____	_____

Other Key Personnel Providing Services and Supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility support specialists, etc.)

Name:	<u>Luis T. Cerda</u>	Mailing Address (incl. street, city, county, state, & zip):
Title:	<u>Clinical Services Administrator</u>	<u>2600 Cedar Ave./P.O. Box 2337</u>
Phone:	<u>(956) 727-6977</u> Ext. _____	<u>Laredo, TX</u>
Fax:	<u>(956) 523-7847</u>	<u>78040-4040</u>
Email:	<u>lcerda@ci.laredo.tx.us</u>	<u>Webb County</u>
Name:	<u>Merari Teran</u>	Mailing Address (incl. street, city, county, state, & zip):
Title:	<u>Disease Intervention Manager</u>	<u>2600 Cedar Ave./P.O. Box 2337</u>
Phone:	<u>(956) 523-7843</u> Ext. _____	<u>Laredo, TX</u>
Fax:	<u>(956) 523-7847</u>	<u>78040-4040</u>
Email:	<u>mteran@ci.laredo.tx.us</u>	<u>Webb County</u>
Name:	_____	Mailing Address (incl. street, city, county, state, & zip):
Title:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
Email:	_____	_____
Name:	_____	Mailing Address (incl. street, city, county, state, & zip):
Title:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
Email:	_____	_____
Name:	_____	Mailing Address (incl. street, city, county, state, & zip):
Title:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
Email:	_____	_____
Name:	_____	Mailing Address (incl. street, city, county, state, & zip):
Title:	_____	_____
Phone:	_____ Ext. _____	_____
x:	_____	_____
Email:	_____	_____

ATTACHMENT I

RFA HHS0015451

Form B-1

ATTACHMENT I

RFA HHS0015451

Exhibit B-2

**FORM B-2,
NON-PROFIT OR FOR-PROFIT ENTITY
Board of Directors, Principal Officers, and Other Key Personnel**

Legal Business Name of Applicant	City of Laredo

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.). In addition, if an entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock. Include other key personnel who will provide services and supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility specialists, etc.).

Board of Directors or any Other Principal Officers

Name: <u>Not Applicable</u> Title: _____ Phone: <u>Ext.</u> Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): <u>Not Applicable</u> _____ _____ _____
Name: _____ Title: _____ Phone: <u>Ext.</u> Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____
Name: _____ Title: _____ Phone: <u>Ext.</u> Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____
Name: _____ Title: _____ Phone: <u>Ext.</u> Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____
Name: _____ Title: _____ Phone: <u>Ext.</u> Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____

ATTACHMENT I

RFA HHS0015451

Exhibit B-2

Fax:	_____	_____
Email:	_____	_____

Other Key Personnel Providing Services and Supports (including but not limited to clinical service providers, patient navigators, promotion and outreach specialists, eligibility specialists, etc.)

Name:	_____	Mailing Address (incl. street, city, county, state, & zip):
Title:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
Email:	_____	_____
Name:	_____	Mailing Address (incl. street, city, county, state, & zip):
Title:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
Email:	_____	_____
Name:	_____	Mailing Address (incl. street, city, county, state, & zip):
Title:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
Email:	_____	_____
Name:	_____	Mailing Address (incl. street, city, county, state, & zip):
Title:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
Email:	_____	_____
Name:	_____	Mailing Address (incl. street, city, county, state, & zip):
Title:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
Email:	_____	_____

ATTACHMENT I

RFA No. HHS0015451

Narrative Proposal

City of Laredo

Healthy Texas Women Cost Reimbursement

RFA No. HHS0015451

Form C, Work Plan

Responses must be clearly numbered, on 8x11 paper, with 1-inch margins, and 12-inch font size. Responses will only be evaluated within the specified page limits. Any information provided beyond these limits will not be evaluated. Responses are limited to a total of 3 pages, not including attachments.

1. LOCAL UNMET NEEDS

Describe the need for reproductive health services in the proposed service area(s) based on qualitative and quantitative data. (Eligible Service Areas, Section 2.4) Responses are limited to one page.

2. WORK PLAN

Describe how the requested cost reimbursement funding will help support infrastructure needs in order to increase HTW utilization and/or expand capacity. (Eligible Activities, Section 2.5, Performance Measures and Monitoring, Section 2.9) Responses are limited to one page.

3. PROMOTION AND OUTREACH TO ELIGIBLE SERVICE AREAS

Describe plans to promote HTW services and ensure outreach to eligible individuals in counties identified in Form D. The response must include personnel and other resources dedicated to promotion and outreach activities and the estimated number per month (in each county): 1) trips, 2) new partnerships, and 3) new individuals who complete screening or diagnostic appointments. (Eligible Service Areas, Section 2.4; Program Requirements, Section 2.6; Form D, Texas Counties Served by Region) Responses are limited to one page.

REQUIRED ATTACHMENTS

Applicant must submit the following documentation as attachments:

1. Attachment A – general ledger from a computerized system that has accounts assigned to track financial transactions for the Grant that may include assets, liabilities, equity, revenue (including copays) and expenses.
2. Attachment B – Recent Remittance and Status report within the last three months of date of application.

2/1/2020

RFA HHS0015451
Form C

ATTACHMENT I

CERTIFICATION

I certify that the information provided in this application is, to the best of my knowledge, complete and accurate; that the named legal entity has authorized me, as its representative, to submit this application; and that the legal entity complies with all terms of this RFA.

The undersigned representative agrees to all the terms and conditions specified in the application by signing below.

Signature of Authorized Representative

Date

Joseph W. Neeb

City Manager

Printed Name of Authorized Representative

Printed Title of Authorized Representative

ATTACHMENT I

FORM C, WORK PLAN**1. LOCAL UNMET NEEDS**

The Healthy Texas Women program will serve Webb County (WC) on the Texas-Mexico border with a population of 267,114 (2023 U.S. Census Bureau); it is considered by the distressed communities index (DCI) to have a poverty rate of 30.9% in comparison with 10.9% of Texas. The DCI describes the share of Laredo population which is below the federal poverty level (2024 DCI Distressed Communities, Economic Innovation Group). Laredo, which serves as the county seat in WC, has been the number one inland port of entry and the third largest customs district in the nation, nonetheless it remains with a health factor rank of 225 of 244 Texas counties. The Health Resources Services Administration (HRSA) designated Laredo a Health Professions Shortage Area (HPSA) and a Medically Underserved Area (MUA) with a 54.3 index of medical underserved score for primary care. However, Laredo serves as a medical hub for an eleven (11) county area mostly sub-rural and urban in an area that continues to be one of the fastest growing in Texas. Webb County with a health outcomes rank of 75 describes the magnitude of need for health services in this area. Along the Texas-Mexico border area, health factors such as clinical care, mental health, alcohol and drug use, education, employment and income, community safety, and housing are pivotal factors in accessing health services as well as improving our socioeconomic status of the Webb County.

The prevalent poverty along the state's southern border with Mexico, places border residents at high risk for poor health status. The Webb County health factors that contribute to the poverty rate of 30.9% in WC, includes employment rate of 59.3% compare to the state 62.6%, education 69.8% of the persons age 25 years or older are high school graduate or higher in compare with Texas 85.7%, median household income of \$62,506, and 27.1% of county residents under 65 years old do not have a medical home because the lack of a health insurance. Hence, the Healthy Texas Women program allows an access reproductive women between the ages of 15 to 44 years old uninsured with below poverty level, no receiving benefits through another state medical program to health care services like screening, diagnostic services, follow up and appropriate referrals, and health education programs.

ATTACHMENT I

2. WORK PLAN

The cost reimbursement funding will allow Laredo Public Health Department to support the salaries and benefits of medical and administrative personnel. In the medical personnel, we have itemized three (3) health educators, two (2) medical office assistants, and one (1) nurse practitioner. As the administrative personnel, we listed the following staff: one (1) senior office assistant, one (1) administrative assistant, and one (1) public health technician. The health educators' primary assignment is to navigate clients for potential patients of Healthy Texas Women or any other state funded preventive and primary health programs depending on criteria clients meet. Medical office assistances and nurse practitioner are the ones rendering the screening and diagnostic services, follow up visits and appropriate referrals depending on diagnosis, and giving at the time of the visit counseling and/or health education. The administrative personnel verifies that Healthy Texas Women clients follow up with their appointments and visits, ensures purchases made are an allowable expenditure and the cost reimbursement is an allocable expense.

In order to support the infrastructure of this grant, we have estimated travel, supplies, contractual, and other expenses in our budget. Webb County not only covers an urban area, Laredo, but sub-urban areas like Rio Bravo, El Cenizo, and Las Colonias. Traveling to those areas is essential to outreach women who qualified to HTW or any other state funded program. Office and medical supplies, consumable items and janitorial supplies are considered for maintenance and development of program and services. The prescriptive authority of an Obstetric and Gynecologist physician has been listed as important in order to delivery services through the mid-level provider. This item has been documented under the contractual category.

There are other items needed for the establishment of Healthy Texas Women at Laredo Public Health Department. Among of those items listed on this category, we have communication configuration (internet, email server, IT support, landlines, cellphones, and wireless internet), printing services (educational materials, eligibility and consent forms for state funded programs), and media promotion (radio, social media, television and billboards). All of these allowable costs are vital for establishment and maintenance of HTW program.

ATTACHMENT I

3. PROMOTION AND OUTREACH TO ELIGIBLE SERVICE AREAS

In Webb County (WC), The City of Laredo Public Health Department (CLPHD) is equipped with the staff (i.e. a public health technician and health educators) to promote the health services funded by Healthy Texas Women (HTW) to our target population. Joining to strengthen our outreach efforts, CLPHD has promotion program specialists whose main objective is to make aware all the services available for the community, especially those without a medical home. Our outreach and onsite promotion include attending at least one health fair bi-weekly, attending the local college and university – Laredo College and Texas A & M International University to promote HTW services and inform on the many health resources in the CLPHD to the young adult population, and attending local work assistance organizations in Laredo in order to promote Healthy Texas Women program in WC. It also includes at least one visit per month to Las Colonias, El Cenizo, and Rio Bravo, which are sub-rural unincorporated highly marginalized communities in WC ranked amongst the poorest areas in the county.

The CLPHD offers a wide range of outreach options for clients to have access to health services. Mental health and diabetes management services have developed a weekly scheduled where they visit those sub-rural area for clients to receive services. We have built up partnership with different local health organizations for the clients to receive the Healthy Texas Women services we promote on our outreach events. Among our partnerships for Healthy Texas Women services, we have Gateway Community Health Center, and Border Region, the city's local behavioral mental health authority.

Throughout the last fiscal year, there was a total of 24 outreach events attended and an average of 515 patients in a quarterly basis seeking screening and diagnostic services at the Laredo Public Health Department after being successfully navigated by the patient navigators to any of the state-funded preventive and primary health care services including Healthy Texas Women. Expanding on the previous outreach plan, the CLPHD will continue our efforts in educating and promoting the HTW and any other state-funded preventive and primary health care services by working with our community partners and attending to different workforce development organizations, vocational schools, college and university, and community health centers.

ATTACHMENT I

PREPARED: 03/25/2025 15:46:38
 PROGRAM: GM360L
 CITY OF LAREDO

ACCOUNT ACTIVITY LISTING

PAGE: 1
 ACCOUNTING PERIOD: 05/2025

GROUP HDR	PO NBR	ACCTG FNL	---TRANSACTION--- CD DATE NUMBER	DESCRIPTION	YTD/CURRENT EXTN/APPROP	YTD/CURRENT ENCUMBRANCE	TRANSACTION AMOUNT	CURRENT BALANCE
FUND 216 PUBLIC HEALTH DEPARTMENT								
226-6109-541.12-10 SALARIES / REGULAR					498,116	.00	56,252.47	441,863.53
8373		03/25	AJ 12/27/24 PR1227	PAYROLL SUMMARY			7,927.11	
PROJECT#:				HEMT10				
8373		03/25	AJ 12/27/24 PR1227	PAYROLL SUMMARY			2,128.04	
PROJECT#:				METH02				
7058		03/25	AJ 12/13/24 PR1213	PAYROLL SUMMARY			7,841.70	
PROJECT#:				HEMT10				
7058		03/25	AJ 12/13/24 PR1213	PAYROLL SUMMARY			2,144.47	
PROJECT#:				METH02				
ACCOUNT TOTAL					498,116	.00	12,436.72	485,679.28
226-6109-541.12-10 FRINGE BENEFITS / SOCIAL SECURITY TAX								
8373		03/25	AJ 12/27/24 PR1227	PAYROLL SUMMARY	18,045	.00	4,020.44	14,024.56
PROJECT#:				HEMT10			203.37	
8373		03/25	AJ 12/27/24 PR1227	PAYROLL SUMMARY			163.29	
PROJECT#:				METH02				
7058		03/25	AJ 12/13/24 PR1213	PAYROLL SUMMARY			277.33	
PROJECT#:				HEMT10				
7058		03/25	AJ 12/13/24 PR1213	PAYROLL SUMMARY			144.64	
PROJECT#:				METH02				
ACCOUNT TOTAL					18,045	.00	848.73	17,196.27
226-6109-541.12-20 FRINGE BENEFITS / GROUP INSURANCE								
8373		03/25	AJ 12/27/24 PR1227	PAYROLL SUMMARY	68,504	.00	11,990.93	56,513.07
PROJECT#:				HEMT10			769.21	
8373		03/25	AJ 12/27/24 PR1227	PAYROLL SUMMARY			624.06	
PROJECT#:				METH02				
7058		03/25	AJ 12/13/24 PR1213	PAYROLL SUMMARY			702.10	
PROJECT#:				HEMT10				
7058		03/25	AJ 12/13/24 PR1213	PAYROLL SUMMARY			624.06	
PROJECT#:				METH02				
ACCOUNT TOTAL					68,504	.00	2,659.43	65,844.57
226-6109-541.12-30 FRINGE BENEFITS / UNEMPLOYMENT COMPENSAT								
ACCOUNT TOTAL					3,687	.00	240.35	3,446.65
ACCOUNT TOTAL					3,687	.00	.00	3,687.00
226-6109-541.12-40 FRINGE BENEFITS / WORKERS COMPENSATION								
8373		03/25	AJ 12/27/24 PR1227	PAYROLL SUMMARY	2,472	.00	196.78	2,275.22
PROJECT#:				HEMT10			17.38	
8373		03/25	AJ 12/27/24 PR1227	PAYROLL SUMMARY			4.76	
PROJECT#:				METH02				
7058		03/25	AJ 12/13/24 PR1213	PAYROLL SUMMARY			16.74	

ATTACHMENT I

PREPARED: 02/25/2025, 15:46:38
PROGRAM: GM3696
CITY OF LAREDO

ACCOUNT ACTIVITY LISTING

PAGE: 2
ACCOUNTING PERIOD: 02/2025

GROUP FBR	FY HBR	ACCTG PER.	CD	***TRANSACTION*** DATE	NUMBER	DESCRIPTION	YTD/CURRENT ESTIM/APPROP	YTD/CURRENT ENCUMBRANCE	TRANSACTION AMOUNT	CURRENT BALANCE
FUND 226 PUBLIC HEALTH DEPARTMENT							continued			
226-6109-541.12-40 PRINCE BENEFITS / WORKER'S COMPENSATION										
PROJECT#: KENT10										
7058		02/25	AJ	12/13/24	PR1213	PAYROLL SUMMARY			4.80	
PROJECT#: KENT02										
ACCOUNT TOTAL							2,472	.00	47.68	2,428.32
226-6109-541.12-50 PRINCE BENEFITS / RETIREMENT CONTRIBUTIO							105.898	.00	12,115.07	93,782.91
8171		02/25	AJ	12/27/24	PR1227	PAYROLL SUMMARY			841.54	
PROJECT#: KENT10										
8171		02/25	AJ	12/27/24	PR1227	PAYROLL SUMMARY			499.36	
PROJECT#: KENT02										
7058		02/25	AJ	12/13/24	PR1213	PAYROLL SUMMARY			823.90	
PROJECT#: KENT10										
7058		02/25	AJ	12/13/24	PR1213	PAYROLL SUMMARY			532.89	
PROJECT#: KENT02										
ACCOUNT TOTAL							105.898	.00	2,667.66	103,210.34
226-6109-542.07-00 MATERIALS & SUPPLIES / COMPUTER HARDWARE							12,242	.00	.00	12,242.00
ACCOUNT TOTAL							12,242	.00	.00	12,242.00
226-6109-542.14-10 TRAINING MATERIALS / TRAINING BOOKS & MA							0	.00	.00	.00
ACCOUNT TOTAL							0	.00	.00	.00
226-6109-542.13-01 BOOKS & AUDIOVISUAL MAT. / BOOKS							0	.00	.00	.00
ACCOUNT TOTAL							0	.00	.00	.00
226-6109-542.14-00 MATERIALS & SUPPLIES / MINOR APPARATUS &							40,351	.00	.00	40,351.00
ACCOUNT TOTAL							40,351	.00	.00	40,351.00
226-6109-542.14-20 MINOR APPARATUS AND TOOLS / FURNISHINGS							9,000	.00	.00	9,000.00
ACCOUNT TOTAL							9,000	.00	.00	9,000.00
226-6109-542.12-10 PROMOTIONAL MATERIALS / PROMOTIONAL MATE							18,187	.00	.00	18,187.00
ACCOUNT TOTAL							18,187	.00	.00	18,187.00

ATTACHMENT I

PREPARED 02/25/2025, 15:46:18
PROGRAM GH360C
CITY OF LAREDO

ACCOUNT ACTIVITY LISTING

PAGE 3
ACCOUNTING PERIOD 05/2025

GROUP NBR	PO NBR	ACCTG PER.	---TRANSACTION--- CD DATE NUMBER DESCRIPTION	YTD/CURRENT ESTIM/APPROP	YTD/CURRENT ENCUMBRANCE	TRANSACTION AMOUNT	CURRENT BALANCE
FUND 226 PUBLIC HEALTH DEPARTMENT							
			226-6109-542.31-10 OFFICE SUPPLIES / OFFICE SUPPLIES	40.914	.00	.00	40.914.00
			ACCOUNT TOTAL	40.914	.00	.00	40.914.00
			226-6109-542.34-10 JANITORIAL SUPPLIES / JANITORIAL SUPPLIES	29.015	.00	.00	29.015.00
			ACCOUNT TOTAL	29.015	.00	.00	29.015.00
			226-6109-542.38-10 MEDICAL & CHEMICAL SUPPLY / MEDICAL SUPP	40.000	.00	.00	40.000.00
			ACCOUNT TOTAL	40.000	.00	.00	40.000.00
			226-6109-542.38-90 MEDICAL & CHEMICAL SUPPLY / PHARMACEUTIC	0	.00	.00	.00
			ACCOUNT TOTAL	0	.00	.00	.00
			226-6109-543.11-10 TRAVEL / PROFESSIONAL DEVELOPMENT	0	.00	.00	.00
			ACCOUNT TOTAL	0	.00	.00	.00
			226-6109-543.13-50 TRAVEL / MILEAGE REIMBURSEMENT	2.688	.00	.00	2.688.00
			ACCOUNT TOTAL	2.688	.00	.00	2.688.00
			226-6109-543.17-20 FREIGHT AND STORAGE / POSTAGE	0	.00	.00	.00
			ACCOUNT TOTAL	0	.00	.00	.00
			226-6109-543.31-10 COMMUNICATIONS / COMMUNICATIONS	2.849	.00	238.04	2.610.96
	7743		03/25 AP 11/19/24 0856371 AT&T			18.03	
			831-001-0281 672 AS PER AT&T CIRCUITS COMP				
	PROJECT#:		MENT10				
	7746		03/25 AP 11/19/24 0656171 AT&T			39.26	
			831-001-0281 685 AS PER AT&T CIRCUITS COMP				
	PROJECT#:		MENT10				
			ACCOUNT TOTAL	2.849	.00	57.29	2.791.71
			226-6109-543.71-20 COMMUNICATIONS / I-NET AND S-SERVICES	52.088	.00	4,914.73	47.171.28
	9798		03/25 AP 12/31/24 DECEMBER I-NET CHARGES			930.19	
	PROJECT#:		MENT10				
			ACCOUNT TOTAL	52.088	.00	970.19	51.157.81

ATTACHMENT I

PREPARED 01/25/2025, 15:46:18
PROGRAM 0K360L
CITY OF LAREDO

ACCOUNT ACTIVITY LISTING

PAGE 4
ACCOUNTING PERIOD 05/2025

GROUP HSH	PO HBR	ACCTG PER.	---TRANSACTION--- CD DATE NUMBER DESCRIPTION	YTD/CURRENT ESTIM/APPROP	YTD/CURRENT ENCUMBRANCE	TRANSACTION AMOUNT	CURRENT BALANCE
FUND 224 PUBLIC HEALTH DEPARTMENT							
226-6109-543.55-06			PURCHASED PROF.SERVICES / ADMINISTRATIVE	58.520	.00	.00	58,520.00
			ACCOUNT TOTAL	58.520	.00	.00	58,520.00
226-6109-543.55-17			PURCHASED PROF.SERVICES / NURSING SERVICE	0	.00	.00	.00
			ACCOUNT TOTAL	0	.00	.00	00
226-6109-543.55-24			PURCHASED PROF.SERVICES / LICENSE & PERM	0	.00	.00	.00
			ACCOUNT TOTAL	0	.00	.00	.00
226-6109-543.55-26			PURCHASED PROF.SERVICES / CONSULTANT FEE	0	.00	.00	.00
			ACCOUNT TOTAL	0	.00	.00	.00
226-6109-543.55-27			PURCHASED PROF.SERVICES / LAB FEES	63	.00	.00	63.00
			ACCOUNT TOTAL	63	.00	.00	63.00
226-6109-543.55-28			PURCHASED PROF.SERVICES / PHYSICIAN FEES	13,400	1,600.00	3,200.00	6,600.00
8094 799604 03/25 AP 11/30/24 0636556			MILLAN, LIZ PHOLIN		800.00-	800.00	
			HEALTH RELATED SERVICE				
			PRODUCT: HENTIO				
			ACCOUNT TOTAL	13,400	800.00-	800.00	13,400.00
226-6109-543.55-40			PURCHASED PROF.SERVICES / CONTRACT LABOR	0	.00	.00	.00
			ACCOUNT TOTAL	0	.00	.00	.00
226-6109-543.55-51			PURCHASED PROF.SERVICES / DIAGNOSTIC SER	0	.00	.00	.00
			ACCOUNT TOTAL	0	.00	.00	.00
226-6109-543.55-88			PURCHASED PROF.SERVICES / SUPPORT SERVICE	0	.00	.00	.00
			ACCOUNT TOTAL	0	.00	.00	.00
226-6109-543.67-00			CONTRACTUAL SERVICES / ADVERTISING	19,843	.00	.00	19,843.00
			ACCOUNT TOTAL	19,843	.00	.00	19,843.00

ATTACHMENT I

PREPARED: 01/25/2025, 15:46:38
PROGRAM CH360L
CITY OF CARBDO

ACCOUNT ACTIVITY LISTING

PAGE 5
ACCOUNTING PERIOD 05/2025

GROUP	PO	ACCTG	-----TRANSACTION-----		YTD/CURRENT	YTD/CURRENT	TRANSACTION	CURRENT		
HBR	NR	PER.	CO	DATE	NUMBER	DESCRIPTION	ESTIM/APPROP	ENCUMBRANCE	AMOUNT	BALANCE

FUND 226 PUBLIC HEALTH DEPARTMENT										
226-6109-543.70-00 CONTRACTUAL SERVICES / PRINTING SERVICES							25,640	.00	.00	25,640.00
ACCOUNT TOTAL							25,640	.00	.00	25,640.00
226-6109-543.97-26 INSURANCE / HEALTH-PROFESSIONAL LIAB							0	.00	.00	.00
ACCOUNT TOTAL							0	.00	.00	.00
226-6109-545.90-01 MACHINERY & EQUIPMENT / MACHINERY & EQUI							0	.00	.00	.00
ACCOUNT TOTAL							0	.00	.00	.00
FUND TOTAL							1,081,522	800.00-	20,483.70	1,061,038.30
GRAND TOTAL							1,081,522	800.00-	20,483.70	1,061,038.30

ATTACHMENT I
Texas Medicaid
Remittance and Status Report
Date: 01/31/2025

Mail original claim to:
Texas Medicaid
P.O. Box 200555
Austin, Texas 78720-0555

CITY OF LAREDO HEALTH DEPART
PO BOX 2337
LAREDO, TX 78044-2337
(956) 795-4930

Mail all other correspondence to:
Texas Medicaid
12365-A Riata Trace Parkway
Austin, Texas 78727-6422

NPI/API: 1790858769
Taxonomy: 261QA0005X
Benefit Code: FP3
Report Seq. Number: 5
R&S Number: 59221865

(800) 925-9126

BANNER PAGE

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PROVIDERS CAN VISIT TMHP.COM TO FIND THE LATEST NEWS, INFORMATION, AND TOOLS, INCLUDING:

- NOTIFICATIONS ABOUT CHANGES TO PROGRAMS, BENEFITS, PRIOR AUTHORIZATION REQUIREMENTS, AND MORE.
- ONLINE CLAIMS SUBMISSION, PRIOR AUTHORIZATION, AND ACCOUNT ADMINISTRATION.
- ONLINE PROVIDER ENROLLMENT, RECERTIFICATION, AND REVALIDATION.
- PROVIDER PROCEDURE MANUALS.
- FORMS, ATTESTATIONS, AGREEMENTS, AND APPLICATIONS.
- TRAINING, MANUALS, FAQs, AND QUICK REFERENCE GUIDES.
- CONTACT INFORMATION, ONLINE EMAIL COMMUNICATION, AND MORE.

CITY OF LAREDO HEALTH DEPART
PO BOX 2337
LAREDO, TX 78044-2337
(956) 795-4930

YOUR AIS NUMBER IS 137917408
FOR AIS INQUIRY CALL TOLL FREE 1-(800) 925-9126
THE PROVIDER MANUAL PROVIDES DETAILS.
PHYSICAL ADDRESS ON RECORD:
CITY OF LAREDO HEALTH DEPART
2600 CEDAR AVE
LAREDO, TX 78040-4040

(956) 727-6962

ATTACHMENT I
Remittance and Status Report
Date: 01/31/2025

Mail original claim to:
Texas Medicaid
P.O. Box 200555
Austin, Texas 78720-0555

CITY OF LAREDO HEALTH DEPART
PO BOX 2337
LAREDO, TX 78044-2337
(956) 795-4930

Mail all other correspondence to:
Texas Medicaid
12365-A Riata Trace Parkway
Austin, Texas 78727-6422

NPI/API: 1790858769
Taxonomy: 261QA0005X
Benefit Code: FP3
Report Seq. Number: 5
R&S Number: 59221865

(800) 925-9126

Page 2 Of

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ATTACHMENT I
Remittance and Status Report
Date: 01/31/2025

Mail original claim to:
Texas Medicaid
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Austin, Texas 78720-0555

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PO BOX 2337
LAREDO, TX 78044-2337
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NPI/API: 1790858769
Taxonomy: 261QA0005X
Benefit Code: FP3
Report Seq. Number: 5
R&S Number: 59221865

(800) 925-9126

PATIENT NAME		CLAIM NUMBER		BENEFIT	CLIENT #	MEDICAL RECORD #		MEDICARE #		EOB	EOB	EOB	EOB	DIAGNOSIS	QLFYR
PATIENT ACCT #															
---SERVICE DATES---				-----BILLED-----		-----ALLOWED-----									
FROM	TO	TOS	PROC	QTY	CHARGE	QTY	CHARGE	POS	PAID	AMT	EOB	EOB	EOB	EOB	MOD MOD

***** CLAIMS - PAID OR DENIED *****

CONTRERAS, LIZ <u>100058030202502233185613</u> FP3 522689208 01147 Z3009 0												
HTW 000154089 01551												
08/16/2024	08/16/2024	5	81025	1.0	8.67	.0	.00	1	.00	00565		
08/16/2024	08/16/2024	1	99211	1.0	13.49	.0	.00	1	.00	00565		
08/16/2024	08/16/2024	5	81001	1.0	4.35	.0	.00	1	.00	00565		
					\$26.51		\$.00		\$.00	CLAIM TOTAL		
HERNANDEZ, ANA <u>100058030202502233189393</u> FP3 611867651 01147 Z01419 0												
HTW 006020235 01551												
07/29/2024	07/29/2024	1	99204	1.0	81.24	.0	.00	1	.00	00565		FP
07/29/2024	07/29/2024	5	86592	1.0	5.86	.0	.00	1	.00	00565		
07/29/2024	07/29/2024	5	81001	1.0	4.35	.0	.00	1	.00	00565		
					\$91.45		\$.00		\$.00	CLAIM TOTAL		
HERNANDEZ, ANA <u>100058030202502233194171</u> FP3 611867651 01147 Z01419 0												
006020235 01551												
07/29/2024	07/29/2024	1	J3490	1.0	5.90	.0	.00	1	.00	00565	91818	U8
07/29/2024	07/29/2024	1	A9150	1.0	14.00	.0	.00	1	.00	00565		FP
					\$19.90		\$.00		\$.00	CLAIM TOTAL		

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NPI/API: 1790858769
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Report Seq. Number: 5
R&S Number: 59221865

(800) 925-9126

PATIENT NAME		CLAIM NUMBER		BENEFIT	CLIENT #	MEDICAL RECORD #		MEDICARE #		EOB	EOB	EOB	EOB	DIAGNOSIS	QLFYR
PATIENT ACCT #															
---SERVICE DATES---				-----BILLED-----		-----ALLOWED-----									
FROM	TO	TOS	PROC	QTY	CHARGE	QTY	CHARGE	POS	PAID	AMT	EOB	EOB	EOB	EOB	MOD MOD

***** CLAIMS - PAID OR DENIED *****

91818 THE SUBMITTED NDC 50111033402 DTL 01, DOESNT CORRESPOND WITH THE DRUG CODE, MODIFIER, UNIT OF MEASURE, OR DATES ON THE NDC CROSSWALK.

MACHADO, GABRI	<u>100058030202502233186583</u>	FP3	516308576						01147							Z01419	0
HTW 000040466 01551																	
04/10/2024	04/10/2024	1	A4267	36.0	19.44	.0	.00	1	.00	00565	00013						
04/10/2024	04/10/2024	5	86592	1.0	5.86	.0	.00	1	.00	00565							
04/10/2024	04/10/2024	5	81025	1.0	8.67	.0	.00	1	.00	00565							
04/10/2024	04/10/2024	1	99215	1.0	73.40	.0	.00	1	.00	00565						FP	
					\$107.37		\$.00		\$.00	CLAIM TOTAL							
MACHADO, GABRI	<u>100058030202502233186582</u>	FP3	516308576						01147							Z01419	0
000040466 01551																	
04/10/2024	04/10/2024	1	J3490	1.0	5.90	.0	.00	1	.00	00565	91818					U8	
					\$5.90		\$.00		\$.00	CLAIM TOTAL							

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R&S Number: 59221865

(800) 925-9126

PATIENT NAME		CLAIM NUMBER		BENEFIT	CLIENT #	MEDICAL RECORD #		MEDICARE #		EOB	EOB	EOB	EOB	DIAGNOSIS	QLFYR
PATIENT ACCT #															
---SERVICE DATES---				-----BILLED-----		-----ALLOWED-----									
FROM	TO	TOS	PROC	QTY	CHARGE	QTY	CHARGE	POS	PAID	AMT	EOB	EOB	EOB	EOB	MOD MOD

***** CLAIMS - PAID OR DENIED *****

91818 THE SUBMITTED NDC 00089020050 DTL 01, DOESNT CORRESPOND WITH THE DRUG CODE, MODIFIER, UNIT OF MEASURE, OR DATES ON THE NDC CROSSWALK.

MANDUJANO,ADR	<u>100058030202502233193178</u>	FP3	505696193						01147						Z01419	0
HTW 003712880 01551																
08/30/2024	08/30/2024	1	99214	1.0	47.68	.0	.00	1	.00	00565					FP	
08/30/2024	08/30/2024	5	86592	1.0	5.86	.0	.00	1	.00	00565						
					\$53.54		\$.00		\$.00	CLAIM TOTAL						
VALDEZ,FLOR	<u>100058030202502233187446</u>	FP3	610811831						01147						Z01419	0
006029714 01551																
12/18/2024	12/18/2024	1	J3490	1.0	5.90	.0	.00	1	.00	91818					U8	
					\$5.90		\$.00		\$.00	CLAIM TOTAL						

91818 THE SUBMITTED NDC 50111033402 DTL 01, DOESNT CORRESPOND WITH THE DRUG CODE, MODIFIER, UNIT OF MEASURE, OR DATES ON THE NDC CROSSWALK.

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PATIENT NAME		CLAIM NUMBER		BENEFIT	CLIENT #	MEDICAL RECORD #		MEDICARE #		EOB	EOB	EOB	EOB	DIAGNOSIS	QLFYR
PATIENT ACCT #															
---SERVICE DATES---				-----BILLED-----		-----ALLOWED-----									
FROM	TO	TOS	PROC	QTY	CHARGE	QTY	CHARGE	POS	PAID AMT	EOB	EOB	EOB	EOB	EOB	MOD MOD

***** CLAIMS - PAID OR DENIED *****

ANTU, THALIA	<u>100058030202502233188447</u>	FP3	518660474							01147					Z01419	0
HTW 000002530	01551															
12/19/2024	12/19/2024	1	99214	1.0	47.68	.0	.00	1	.00	00127	00117					FP
12/19/2024	12/19/2024	5	86592	1.0	5.86	1.0	4.27	1	3.59	00761	01196					
12/19/2024	12/19/2024	5	81025	1.0	8.67	.0	.00	1	.00	00103						
					\$62.21		\$4.27		\$3.59	CLAIM TOTAL						

00127 PAID ON CLAIM 100058030202501530634779 ON 01/24/2025.

CAVAZOS, ANDRE	<u>100058030202502233185609</u>	FP3	610754449							01147					Z01419	0
006017262	01551															
12/06/2024	12/06/2024	1	S4993	3.0	69.90	3.0	69.90	1	69.90	00757						U8
12/06/2024	12/06/2024	1	A4267	36.0	19.44	36.0	19.44	1	19.44	00757						
12/06/2024	12/06/2024	1	99204	1.0	81.24	1.0	70.64	1	70.64	00475						FP
12/06/2024	12/06/2024	5	86592	1.0	5.86	1.0	4.27	1	3.59	00761	01196					
12/06/2024	12/06/2024	5	81025	1.0	8.67	1.0	8.61	1	7.23	00761	01196					
					\$185.11		\$172.86		\$170.80	CLAIM TOTAL						

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Austin, Texas 78727-6422

NPI/API: 1790858769
Taxonomy: 261QA0005X
Benefit Code: FP3
Report Seq. Number: 5
R&S Number: 59221865

(800) 925-9126

PATIENT NAME		CLAIM NUMBER		BENEFIT	CLIENT #	MEDICAL RECORD #		MEDICARE #		EOB	EOB	EOB	EOB	DIAGNOSIS	QLFYR
PATIENT ACCT #															
---SERVICE DATES---				-----BILLED-----		-----ALLOWED-----									
FROM	TO	TOS	PROC	QTY	CHARGE	QTY	CHARGE	POS	PAID	AMT	EOB	EOB	EOB	EOB	MOD MOD

***** CLAIMS - PAID OR DENIED *****

MONTES, CARMEN	<u>100058030202502233195136</u>	FP3	526173099							01147					Z01419	0
006018318	01551															
12/05/2024	12/05/2024	1	A4267	36.0	19.44	36.0	17.88	1	17.88	01246	00149					
12/05/2024	12/05/2024	1	99214	1.0	47.68	1.0	41.46	1	38.14	00475	01246				FP	
12/05/2024	12/05/2024	5	81025	1.0	8.67	1.0	8.61	1	7.23	00761	01196					
					\$75.79		\$67.95		\$63.25	CLAIM	TOTAL					
VALDEZ, FLOR	<u>100058030202502233186592</u>	FP3	610811831							01147					Z01419	0
HTW	006029714	01551														
12/18/2024	12/18/2024	1	S4993	1.0	23.30	.0	.00	1	.00	00127					U8	
12/18/2024	12/18/2024	1	A4267	36.0	19.44	.0	.00	1	.00	00127						
12/18/2024	12/18/2024	1	99204	1.0	81.24	.0	.00	1	.00	00127	00164				FP	
12/18/2024	12/18/2024	5	86592	1.0	5.86	1.0	4.27	1	3.59	00761	01196					
12/18/2024	12/18/2024	5	81025	1.0	8.67	.0	.00	1	.00	00103						
					\$138.51		\$4.27		\$3.59	CLAIM	TOTAL					

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R&S Number: 59221865

(800) 925-9126

PATIENT NAME	CLAIM NUMBER	BENEFIT	CLIENT #	MEDICAL RECORD #	MEDICARE #	EOB	EOB	EOB	EOB	DIAGNOSIS	QLFYR
PATIENT ACCT #											
---SERVICE DATES---		-----BILLED-----	-----ALLOWED-----								
FROM TO	TOS PROC	QTY CHARGE	QTY CHARGE	POS	PAID AMT	EOB	EOB	EOB	EOB	EOB	MOD MOD

***** CLAIMS - PAID OR DENIED *****

00127 PAID ON CLAIM [100058030202501530634832](#) ON 01/24/2025.

TOTAL FOR MEDICAID \$772.19 \$249.35 \$241.23

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PATIENT NAME	CLAIM NUMBER	BENEFIT	CLIENT #	MEDICAL RECORD #	MEDICARE #	EOPS	EOPS	EOPS	EOPS	DIAGNOSIS	QLFYR
PATIENT ACCT #											
---SERVICE DATES---		-----BILLED-----	-----ALLOWED-----								
FROM TO	TOS PROC	QTY CHARGE	QTY CHARGE	POS	PAID AMT	EOPS	EOPS	EOPS	EOPS	EOPS	MOD MOD
CONTROL NUMBER	-- MAXIMUM RECOUPMENT --										
	RATE AMOUNT	ORIGINAL DATE	ORIGINAL AMOUNT	PRIOR BALANCE	PRIOR DATE	CURRENT AMOUNT				REMAINING BALANCE	

***** THE FOLLOWING CLAIMS ARE BEING PROCESSED *****

THE EXPLANATION OF PENDING STATUS (EOPS) CODES LISTED ARE NOT FINAL CLAIM DENIALS OR PAYMENT DISPOSITIONS. THE EOPS CODES IDENTIFY THE REASONS WHY A CLAIM IS IN PROCESS. BECAUSE THESE CLAIMS ARE CURRENTLY IN PROCESS, NEW INFORMATION CANNOT BE ACCEPTED TO MODIFY THE CLAIM UNTIL THE CLAIM FINALIZES AND APPEARS AS FINALIZED ON YOUR R&S REPORT. PLEASE REFER TO THE LAST SECTION OF THIS REPORT FOR THE MESSAGES THAT CORRESPOND TO THE EOPS CODES USED ON THIS REPORT.

GARCIA, ODALYS	<u>100058030202502233187438</u>	FP3	713313646							Z01419	0
HTW 000150987 01551											
12/26/2024	12/26/2024	1	A4267	36.0	19.44				00F07		
12/26/2024	12/26/2024	1	99214	1.0	47.68						FP
12/26/2024	12/26/2024	5	86592	1.0	5.86						FP
12/26/2024	12/26/2024	5	81025	1.0	8.67						FP
				\$81.65							
TOTAL FOR MEDICAID				\$81.65							

IF YOUR CLAIM HAS NOT APPEARED ON AN R&S REPORT AS PAID, DENIED OR PENDING WITHIN 30 DAYS OF SUBMISSION TO TMHP, PLEASE CONTACT TELEPHONE INQUIRY AT 1-800-925-9126 AND/OR SEE CLAIMS FILING INSTRUCTIONS IN YOUR PROVIDER MANUAL.

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PAYMENT SUMMARY FOR TAX ID 746001573

	*** AFFECTING PAYMENT THIS CYCLE ***		*** AMOUNT AFFECTING 1099 EARNINGS ***	
	AMOUNT	COUNT	THIS CYCLE	YEAR TO DATE
CLAIMS PAID	241.23	11	241.23	943.54
SYSTEM PAYOUTS				
MANUAL PAYOUTS (REMITTED BY SEPARATE CHECK OR EFT)				
AMOUNT PAID TO IRS FOR LEVIES				
AMOUNT PAID TO IRS FOR BACKUP WITHHOLDING				
ACCOUNTS RECEIVABLE RECOUPMENTS				
MISCELLANEOUS LEVIES				
AMOUNTS STOPPED/VOIDED				
SYSTEM REISSUES				
CLAIM RELATED REFUNDS				
NON-CLAIM RELATED REFUNDS				
HELD AMOUNT				
PAYMENT AMOUNT	241.23		241.23	943.54
PENDING CLAIMS	81.65			

*****PAYMENT TOTAL FOR CHECK 00000057413175 IN THE AMOUNT OF 241.23.*****

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Page 13 Of

EXPLANATION OF BENEFITS CODES MESSAGES

THE FOLLOWING ARE THE DESCRIPTIONS OF THE EOB CODES THAT APPEAR ON THIS REMITTANCE AND STATUS REPORT

00013	THIS SERVICE NOT ALLOWED FOR THIS DIAGNOSIS.
00103	SERVICES EXCEED ALLOWED BENEFIT LIMITATIONS.
00117	THIS PROCEDURE IS PART OF ANOTHER PROCEDURE/SERVICE BILLED ON SAME DAY.
00149	PROCEDURE PAYMENT BASED ON PROGRAM/BENEFIT PLAN, DATE OF SERVICE AND A MAXIMUM PAYMENT AMOUNT SET BY CMS OR HHSC.
00164	THESE SERVICES ARE NOT IN ACCORDANCE WITH MEDICAL POLICY.
00475	PAID ACCORDING TO THE TEXAS MEDICAID REIMBURSEMENT METHODOLOGY-TMRM (RELATIVE VALUE UNIT TIMES STATEWIDE CONVERSION FACTOR)
00565	RECEIVED PAST 95 DAY FILING DEADLINE. REFER TO CLAIMS FILING DEADLINE SECTION OF PROVIDER PROCEDURES MANUAL FOR INSTRUCTIONS.
00757	PROCEDURE PAYMENT BASED ON PROGRAM/BENEFIT PLAN, DATE OF SERVICE AND IS CALCULATED AT THE DETAIL BILLED AMOUNT.
00761	CLINICAL LABORATORY PROCEDURE PAYMENT BASED ON NATIONAL FEE SCHEDULE, PROGRAM/BENEFIT PLAN AND DATE OF SERVICE.
01147	PLEASE REFER TO OTHER EOB MESSAGES ASSIGNED TO THIS CLAIM FOR PAYMENT/DENIAL INFORMATION.
01196	THIS PAYMENT WAS REDUCED IN ACCORDANCE WITH THE STATE'S SPENDING REDUCTION PLAN FOR CLAIMS WITH A DATE OF SERVICE ON OR AFTER SEPTEMBER 1, 2011.
01246	PHYSICIAN SERVICE WITH MODIFIER INDICATING PA, NP/CNS OR CNM PERFORMER REDUCED TO 92%.

THE FOLLOWING ARE THE DESCRIPTIONS OF THE EOP CODES THAT APPEAR ON THIS REMITTANCE AND STATUS REPORT

00F07	CLAIM IS BEING REVIEWED FOR MISMATCH BETWEEN PRIMARY BIRTH CONTROL METHOD AT END OF VISIT AND THE PROCEDURES BILLED.

ATTACHMENT I

RFA HHS0015451
Form D

FORM D, TEXAS COUNTIES SERVED BY REGION

Legal Business Name of
Applicant: _____

City of Laredo

The Applicant shall select counties where their organization intends to provide HTW services. While the Applicant may provide HTW services to individuals who reside in any Texas county, the Applicant shall designate counties to which their organization has a physical or mobile clinic located in the selected county or intends to engage in promotion and outreach activities in the selected county.

Counties	☒	Counties	☒	Counties	☒	Counties	☒	Counties	☒
REGION 1		Hardeman	☐	Morris	☐	Freestone	☐	Crane	☐
Armstrong	☐	Haskell	☐	Panola	☐	Grimes	☐	Crockett	☐
Bailey	☐	Jack	☐	Rains	☐	Hamilton	☐	Dawson	☐
Briscoe	☐	Jones	☐	Red River	☐	Hays	☐	Ector	☐
Carson	☐	Kent	☐	Rusk	☐	Hill	☐	Gaines	☐
Castro	☐	Knox	☐	Smith	☐	Lampasas	☐	Glasscock	☐
Childress	☐	Mitchell	☐	Titus	☐	Lee	☐	Howard	☐
Cochran	☐	Montague	☐	Upshur	☐	Leon	☐	Irion	☐
Collingsworth	☐	Nolan	☐	Van Zandt	☐	Limestone	☐	Kimble	☐
Crosby	☐	Runnels	☐	Wood	☐	Llano	☐	Loving	☐
Dallam	☐	Scurry	☐			Madison	☐	Martin	☐
Deaf Smith	☐	Shackelford	☐	REGION 5		McLennan	☐	Mason	☐
Dickens	☐	Stephens	☐	Angelina	☐	Milam	☐	McCulloch	☐
Donley	☐	Stonewall	☐	Hardin	☐	Mills	☐	Menard	☐
Floyd	☐	Taylor	☐	Houston	☐	Robertson	☐	Midland	☐
Garza	☐	Throckmorton	☐	Jasper	☐	San Saba	☐	Pecos	☐
Gray	☐	Wichita	☐	Jefferson	☐	Travis	☐	Reagan	☐
Hale	☐	Wilbarger	☐	Nacogdoches	☐	Washington	☐	Reeves	☐
Hall	☐	Young	☐	Newton	☐	Williamson	☐	Schleicher	☐
Hansford	☐			Orange	☐			Sterling	☐
Hartley	☐	REGION 3		Polk	☐	REGION 8		Sutton	☐
Hemphill	☐	Collin	☐	Sabine	☐	Atascosa	☐	Terrell	☐
Hockley	☐	Cooke	☐	San Augustine	☐	Bandera	☐	Tom Green	☐
Hutchinson	☐	Dallas	☐	San Jacinto	☐	Bexar	☐	Upton	☐
King	☐	Denton	☐	Shelby	☐	Calhoun	☐	Ward	☐
Lamb	☐	Ellis	☐	Trinity	☐	Comal	☐	Winkler	☐
Lipscomb	☐	Erath	☐	Tyler	☐	DeWitt	☐		
Lubbock	☐	Fannin	☐			Dimmit	☐	REGION 10	
Lynn	☐	Grayson	☐	REGION 6		Edwards	☐	Brewster	☐
Moore	☐	Hood	☐	Austin	☐	Frio	☐	Culberson	☐
Motley	☐	Hunt	☐	Brazoria	☐	Gillespie	☐	El Paso	☐
Ochiltree	☐	Johnson	☐	Chambers	☐	Goliad	☐	Hudspeth	☐
Oldham	☐	Kaufman	☐	Colorado	☐	Gonzales	☐	Jeff Davis	☐
Parmer	☐	Navarro	☐	Fort Bend	☐	Guadalupe	☐	Presidio	☐
Potter	☐	Palo Pinto	☐	Galveston	☐	Jackson	☐		
Randall	☐	Parker	☐	Harris	☐	Karnes	☐	REGION 11	
Roberts	☐	Rockwall	☐	Liberty	☐	Kendall	☐	Aransas	☐
Sherman	☐	Somervell	☐	Matagorda	☐	Kerr	☐	Bee	☐
Swisher	☐	Tarrant	☐	Montgomery	☐	Kinney	☐	Brooks	☐
Terry	☐	Wise	☐	Walker	☐	La Salle	☐	Cameron	☐
Wheeler	☐			Waller	☐	Lavaca	☐	Duval	☐
Yoakum	☐	REGION 4		Wharton	☐	Maverick	☐	Hidalgo	☐
		Anderson	☐			Medina	☐	Jim Hogg	☐
REGION 2		Bowie	☐	REGION 7		Real	☐	Jim Wells	☐
Archer	☐	Camp	☐	Bastrop	☐	Uvalde	☐	Kenedy	☐
Baylor	☐	Cass	☐	Bell	☐	Val Verde	☐	Kleberg	☐
Brown	☐	Cherokee	☐	Blanco	☐	Victoria	☐	Live Oak	☐
Callahan	☐	Delta	☐	Bosque	☐	Wilson	☐	McMullen	☐
Clay	☐	Franklin	☐	Brazos	☐	Zavala	☐	Nueces	☐
Coleman	☐	Gregg	☐	Burleson	☐			Refugio	☐
Comanche	☐	Harrison	☐	Burnet	☐	REGION 9		San Patricio	☐
Cottle	☐	Henderson	☐	Caldwell	☐	Andrews	☐	Starr	☐

ATTACHMENT I

RFA HHS0015451
Form D

Eastland	☐	Hopkins	☐	Coryell	☐	Borden	☐	Webb	☒
Fisher	☐	Lamar	☐	Falls	☐	Coke	☐	Willacy	☐
Foard	☐	Marion	☐	Fayette	☐	Concho	☐	Zapata	☐

ATTACHMENT I

RFA HHS0015451
Form E

FORM E, SUBCONTRACTING INFORMATION

**Legal Business Name of
Applicant:**

City of Laredo

The Applicant shall complete the Subcontracting Information Form listing each subcontractor that the Applicant plans to engage to provide direct services to Healthy Texas Women Cost Reimbursement (HTW-CR) Clients. Additional tables can be submitted separately.

A Subcontractor is an entity that does all or part of the work required in the Grant Agreement between System Agency and the Grantee. The Grantee shall reimburse the subcontractor for services provided at an agreed-upon rate. The Grantee is responsible for oversight of the subcontractor to ensure that applicable policies and procedures are current and that services are being delivered to the target population(s) in accordance with the System Agency Grant Agreement.

☐	<u>YES</u> - Our organization is proposing to subcontract HTW-CR direct services. All subcontractors that will be providing direct services are noted in the table(s) below.
☒	<u>NO</u> - This form is not applicable because our organization is not proposing to subcontract HTW-CR direct services.

If “Yes,” please continue with the instructions below. If “No,” the form is completed.

Complete the tables below for all organizations subcontracted to provide HTW-CR direct services, one table per subcontractor. Mark “n/a” for any item not applicable; no fields should be left blank. If additional tables are needed, the Applicant shall provide as a separate document with additional subcontractor information tables.

Subcontractor #1	
	HTW-CR Services and Supports
Subcontracted Program:	
Subcontracted Service(s) to specific subcontractor:	
Subcontractor Name:	
Subcontractor’s Physical Address: <i>(include street, city, county, state, zip code)</i>	
Subcontractor’s Mailing Address: <i>(include street, city, county, state, zip code)</i>	
Subcontractor’s Primary Phone: <i>(include area code and extension, if applicable)</i>	
Subcontractor’s Website:	

ATTACHMENT I

RFA HHS0015451
Form E

Subcontractor #1	
Subcontractor's Primary Point of Contact and Title:	
Subcontractor's Primary Point of Contact Phone: <i>(include area code and extension, if applicable)</i>	
Subcontractor's Primary Point of Contact Email	
Subcontractor's Pharmacy License #	
Subcontractor's TPI #	
Subcontractor's NPI #	

Subcontractor #2	
	HTW-CR Services and Support
Subcontracted Program:	
Subcontracted Service(s) to specific subcontractor:	
Subcontractor Name:	
Subcontractor's Physical Address: <i>(include street, city, county, state, zip code)</i>	
Subcontractor's Mailing Address: <i>(include street, city, county, state, zip code)</i>	
Subcontractor's Primary Phone: <i>(include area code and extension, if applicable)</i>	
Subcontractor's Website:	
Subcontractor's Primary Point of Contact and Title:	
Subcontractor's Primary Point of Contact Phone: <i>(include area code and extension, if applicable)</i>	
Subcontractor's Primary Point of Contact Email	
Subcontractor's Pharmacy License #	

ATTACHMENT I

RFA HHS0015451
Form E

Subcontractor #2	
Subcontractor's TPI #	
Subcontractor's NPI #	

ATTACHMENT I

RFA No. HHS0015451

Exhibits to be Completed, Signed and Submitted with Application

City of Laredo

Healthy Texas Women Cost Reimbursement

RFA No. HHS0015451

ATTACHMENT I

Solicitation Number HHS0015451**Exhibit A. HHS SOLICITATION AFFIRMATIONS**

In this document, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to any contract resulting from the Solicitation. In this document, the terms Respondent, Contractor, Applicant, and Vendor, when referring to the following affirmations (whether framed as certifications, representations, warranties, or in other terms) refer to Respondent, and the affirmations apply to all Respondents regardless of their business form (e.g., individual, partnership, corporation). To the extent applicable for DFPS solicitations, the definition of System Agency includes DFPS.

Respondent must provide information, as applicable, and affirms, without exception, as follows:

1. **Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation.**
2. **Complete and Accurate Information.** Respondent represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. **Public Information Act.** Respondent understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. **Contracting Information Requirements.** Respondent represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
5. **Confidential or Proprietary Information.** Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.

ATTACHMENT I

6. **Binding Offer.** Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.
7. **Assignment.** Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
8. **Terms and Conditions.** Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. No exceptions, terms, or conditions will be considered if not advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation as well as terms and conditions advanced by Respondent that differ in any manner from HHS' terms and conditions are rejected unless expressly accepted by System Agency in writing in a fully executed contract.
9. **HHS Right to Use.** Respondent agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.
10. **Release from Liability.** Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHS.
11. **Addenda and Amendments to Solicitation.** Respondent acknowledges all addenda and amendments to the Solicitation.
12. **Texas Bidder.** Respondent certifies that if a Texas address is shown as the address of Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
13. **Preferences.** Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):
 - ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - ☐ Agricultural products grown in Texas
 - ☐ Agricultural products offered by a Texas bidder
 - ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - ☐ Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - ☐ Texas Vegetation Native to the Region
 - ☐ USA-produced supplies, materials or equipment
 - ☐ Products of persons with intellectual or physical disabilities

ATTACHMENT I

- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or reused computer equipment of other manufacturers
- ☐ Foods of higher nutritional value
- ☐ Commercial production company or advertising agency located in Texas

14. **Dealings with Public Servants.** Respondent has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.
15. **Financial Participation Prohibited.** Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
16. **Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
17. **Child Support Obligation.** Under Section 231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Respondent may be liable for additional costs and damages set out in 231.006(f). Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code must include in the Response the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Response:

Name: N/A	SSN:
Name: _____	SSN: _____
Name: _____	SSN: _____
Name: _____	SSN: _____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of requested SSNs is required under Section 231.006(c) and

ATTACHMENT I

Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law.

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

18. **Suspension and Debarment.** Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Respondent's subcontracts, if any, if payment in whole or in part is from federal funds.
19. **Excluded Parties.** Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.
20. **Foreign Terrorist Organizations.** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
21. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of the contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
22. **Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
23. **Franchise Tax Status.** Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
24. **Debts and Delinquencies.** Respondent agrees that any payments due under any contract resulting from this Solicitation shall be applied towards any debt or delinquency that is owed to the State of Texas.
25. **Lobbying Prohibition.** Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

ATTACHMENT I

26. **Buy Texas.** Respondent agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
27. **Disaster Recovery Plan.** Respondent agrees that upon request of HHS, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
28. **Computer Equipment Recycling Program.** If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
29. **Television Equipment Recycling Program.** If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
30. **Cybersecurity Training.** Respondent represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
31. **Restricted Employment for Certain State Personnel.** Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Respondent may not accept employment from Respondent before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.
32. **No Conflicts of Interest.** Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
33. **Fraud, Waste, and Abuse.** Respondent understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to the Health and Human Services Commission's Office of Inspector General. Respondent agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

ATTACHMENT I

A report to the SAO must be made through one of the following avenues:

- ◆ SAO Toll Free Hotline: 1-800-TX-AUDIT
- ◆ SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- ◆ OIG Toll Free Hotline 1-800-436-6184
- ◆ OIG Website: ReportTexasFraud.com
- ◆ Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- ◆ OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us
- ◆ OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

34. **Antitrust.** The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.
35. **Legal and Regulatory Actions.** Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Respondent or any of the individuals or entities included in numbered paragraph I of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment to this Solicitation Affirmations document a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into a contract. Respondent must identify here how many pages, if any, are attached: 0. Respondent acknowledges this is a continuing disclosure requirement. In addition, Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.
36. **E-Verify.** Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

ATTACHMENT I

- A. all persons employed by Respondent to perform duties within Texas; and
- B. all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.

37. Former Agency Employees – Certain Contracts. If this Solicitation is for an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, Respondent represents and warrants that neither Respondent nor any of Respondent's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

38. Disclosure of Prior State Employment – Consulting Services. If this Solicitation is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Respondent offering to provide consulting services in response to this solicitation who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response must disclose the following information in its Solicitation Response and hereby certifies that this information is true, correct, and complete:

(1) Name of individual(s) (Respondent or employee(s)):

N/A

(2) Status (check one): ☐ Respondent ☐ Employee

(3) The nature of the previous employment with System Agency or the other State of Texas agency:

(4) The date the employment was terminated and the reason for the termination:

(5) The annual rate of compensation for the employment at the time of its termination:

If more than one individual is identified in A(1) above, Respondent must provide responses to A(2)-(5) as to each identified individual. To satisfy this requirement, Respondent must attach a separate page or pages, as necessary, and include the information required in Section A, including subsections (1)-(5). Respondent must identify here how many pages, if any, are attached: _____. Respondent acknowledges, agrees, and certifies that all information provided is true, correct, and complete on this and all attached pages.

ATTACHMENT I

B. If no information is provided in response to Section A above, Respondent certifies that neither Respondent nor any individual employed by Respondent was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response.

39. **Entities that Boycott Israel.** Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (1) it meets an exemption criteria under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the boycott certification:

N/A

-
40. **Abortion Funding Limitation.** Respondent understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act: (1) performs an abortion procedure that is not reimbursable under the state's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article IX.

41. **Funding Eligibility.** Respondent understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, System Agency cannot contract with an abortion provider or an affiliate of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the certification:

N/A

-
42. **Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.** Respondent understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or

ATTACHMENT I

individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code.

Respondent also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

43. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216).** Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.
44. **COVID-19 Vaccine Passports.** Pursuant to Texas Health and Safety Code, Section 161.0085(c), Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
45. **COVID-19 Vaccinations.** Respondent understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to DSHS may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article II.
46. **Entities that Boycott Energy Companies.** In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., if Respondent is required to make a verification pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must state here why the verification is not required:

N/A

ATTACHMENT I

47. **Entities that Discriminate Against Firearm and Ammunition Industries.** In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., if Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must state here why the verification is not required:

N/A
48. **Security Controls for State Agency Data.** In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Respondent understands, acknowledges, and agrees that if awarded a contract pursuant to this Solicitation and under which Respondent will be authorized to access, transmit, use, or store data for System Agency, Respondent is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the contract based on the sensitivity of System Agency's data and that Respondent must periodically provide to System Agency evidence that Respondent meets the security controls required under the contract.
49. **Cloud Computing State Risk and Authorization Management Program (TX-RAMP).** In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Respondent acknowledges and agrees that, if providing cloud computing services for System Agency, Respondent must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with a vendor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless the vendor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Respondent certifies it will maintain program compliance and certification throughout the term of the Contract.
50. **Foreign-Owned Companies in Connection with Critical Infrastructure.** If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to a contract resulting from this Solicitation, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

ATTACHMENT I

- 51. Critical Infrastructure Subcontracts.** For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Respondent shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Respondent will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.
- 52. Enforcement of Certain Federal Firearms Laws Prohibited.** In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Respondent, Respondent certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.
- 53. Prohibition on Abortions.** Respondent understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article II.
- 54.** Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Respondent certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:
- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
 - b. Listed in Section 1260H of the 2021 NDAA; or
 - c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
 - d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.
- 55. Public Information Act Copy.** Respondent understands, acknowledges, and agrees, that solicitation responses and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon

ATTACHMENT I

request or through posting on the System Agency's website, the LBB's website, or as otherwise required by law. Respondent certifies that it:

- ☐ asserts that information provided in its response is exempt from disclosure under the PIA, and Respondent, therefore, has submitted a "Public Information Act Copy" as required under the solicitation; or
- ☒ asserts that there is no information provided in its response that is exempt from disclosure under the PIA, and Respondent, therefore, has not submitted a "Public Information Act Copy."

56. **No Felony Criminal Convictions.** Respondent represents that neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Respondent has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.
57. **Unfair Business Practices.** Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.
58. **False Representation.** Respondent understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Respondent is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any contract resulting from this Solicitation.
59. **Permits and Licenses.** Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any contract resulting from this Solicitation.
60. **False Statements.** Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.
61. **Signature Authority.** By submitting this Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

Signature Page Follows

ATTACHMENT I

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

City of Laredo

Legal Name of Respondent

City of Laredo Public Health Department

Assumed Business Name of Respondent, if applicable (d/b/a or 'doing business as')

N/A

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')

Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.



Signature of Authorized Representative

Joseph W. Neeb

03/05/25

Date Signed

City Manager

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

Title of Authorized Representative

1110 Houston St.

Physical Street Address

P.O. Box 579

Mailing Address, if different

(956) 791-7302

Phone Number

jneeb@ci.laredo.tx.us

Email Address

74-6001573

Federal Employer Identification Number

N/A

Texas Franchise Tax Number

HWX7C56NNUV1

SAM.gov Unique Entity Identifier (UEI)

Laredo, TX 78040-8019

City, State, Zip Code

Laredo, TX 78040-8019

City, State, Zip Code

(956) 791-7498

Fax Number

618150460

DUNS Number

174-60015732

Texas Identification Number (TIN)

N/A

Texas Secretary of State Filing Number

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"Authorized Purpose" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or

ATTACHMENT I

privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Destroy", "Destruction", for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

"Discover, Discovery" means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

ATTACHMENT I

"Legally Authorized Representative" of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code § 166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

"Required by Law" means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

"Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

"Workforce" means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) **With respect to PHI, Contractor shall:**

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) **With respect to ALL Confidential Information, Contractor shall:**

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

ATTACHMENT I

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is

ATTACHMENT I

impermissible by law. Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

ATTACHMENT I

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PII;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code Chapter 521
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

- (a) Disclosure is Required by Law;
- (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
 1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
 2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
 3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

ATTACHMENT I

(C) With respect to ALL Confidential Information, Contractor shall NOT:

- (1) Attempt to re-identify or further identify Confidential Information that has been deidentified or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.
- (2) Engage in prohibited marketing or sale of Confidential Information.
- (3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment I, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

- (A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.
- (B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.
- (C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information *obtained from a federal system of records*, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing*. Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHS.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

- a. The date the Breach occurred:

ATTACHMENT I

- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;
- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

ATTACHMENT I

(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

(D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

(A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01. Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02. HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03. HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

ATTACHMENT I

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA, HHS may in its sole discretion:

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers,

ATTACHMENT I

Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will either require that the policy name HHS as an additional insured or assign any payments from the insurer related to CONTRACTOR's liability arising under this DUA directly to HHS. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

ATTACHMENT I

ATTACHMENT I. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

BY:

NAME: Richard Chamberlain, DrPH, MPHTITLE: Public Health DirectorDATE: February 25, 2025

SUBCONTRACTOR

BY:

NAME: N/A

TITLE:

DATE:

ATTACHMENT I

Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]

ATTACHMENT I



TEXAS
Health and Human
Services

Texas HHS System - Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.	☒ Yes ☐ No		
2. Entity or Applicant/Bidder Legal Name	Legal Name: City of Laredo Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 1573 Procurement/Contract#: Address: 2600 Cedar Ave. City: Laredo State: TX ZIP: 78040 Telephone #: (956) 795-4918 Email Address: jneeb@ci.laredo.tx.us		
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 7		
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0		
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	<table border="1"> <tr> <td data-bbox="812 1365 1549 1659"> A. Security Official: Legal Name: Joe Rivera Address: 1102 Bob Bullock Loop City: Laredo State: TX ZIP: 78043 Telephone #: (956) 727-6524 Email Address: jcrivera@ci.laredo.tx.us </td> <td data-bbox="812 1659 1549 1936"> B. Privacy Official: Legal Name: Luis T. Cerda Address: 2600 Cedar Ave. City: Laredo State: TX ZIP: 78040 Telephone #: (956) 727-6977 Email Address: lcerda@ci.laredo.tx.us </td> </tr> </table>	A. Security Official: Legal Name: Joe Rivera Address: 1102 Bob Bullock Loop City: Laredo State: TX ZIP: 78043 Telephone #: (956) 727-6524 Email Address: jcrivera@ci.laredo.tx.us	B. Privacy Official: Legal Name: Luis T. Cerda Address: 2600 Cedar Ave. City: Laredo State: TX ZIP: 78040 Telephone #: (956) 727-6977 Email Address: lcerda@ci.laredo.tx.us
A. Security Official: Legal Name: Joe Rivera Address: 1102 Bob Bullock Loop City: Laredo State: TX ZIP: 78043 Telephone #: (956) 727-6524 Email Address: jcrivera@ci.laredo.tx.us	B. Privacy Official: Legal Name: Luis T. Cerda Address: 2600 Cedar Ave. City: Laredo State: TX ZIP: 78040 Telephone #: (956) 727-6977 Email Address: lcerda@ci.laredo.tx.us		

ATTACHMENT 1

6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply) • Health Insurance Portability and Accountability Act (HIPAA) data • Criminal Justice Information Services (CJIS) data • Internal Revenue Service Federal Tax Information (IRS FTI) data • Centers for Medicare & Medicaid Services (CMS) • Social Security Administration (SSA) • Personally Identifiable Information (PII)	☒	☐	☐	☒	☒	☒
Other (Please List)						
7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.						Total # (Sum a-d) 8
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.						7
b. Servers. Number of Servers that are not in a data center or using Cloud Services.						0
c. Cloud Services. Number of Cloud Services in use.						0
d. Data Centers. Number of Data Centers in use.						1
8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:						Select Option (a-d)
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more						☐ a. ☐ b. ☒ c. ☐ d.
9. HIPAA Business Associate Agreement						
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?						☒ Yes ☐ No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)						☒ Yes ☐ No ☐ N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>
10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'						
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?						☒ Yes ☐ No ☐ N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>

ATTACHMENT I

b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?	☒ Yes ☐ No ☐ N/A
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
11. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: {1} Network Security and Privacy; {2} Data Breach; {3} Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); {4} Electronic Media Liability; {5} Crime/Theft; {6} Advertising Injury and Personal Injury Liability; and {7} Crisis Management and Notification Expense Coverage.	☒ Yes ☐ No ☐ N/A

ATTACHMENT 1

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency?	☒ Yes ☐ No

ATTACHMENT I

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fall to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

ATTACHMENT 1

j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	☒ Yes ☐ No

ATTACHMENT I

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

ATTACHMENT 1

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)	
This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	No Electronic Systems
For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.	
1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained IN the United States (no offshoring) unless ALL of the following requirements are met? a. The data is encrypted with FIPS 140-2 validated encryption b. The offshore provider does not have access to the encryption keys c. The Applicant/Bidder maintains the encryption key within the United States d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency <i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i>	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information. If yes, upon request must provide evidence such as a screen shot or a system report.	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

ATTACHMENT 1

5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users). <i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i> <i>For more information regarding FIPS 140-2 encryption products, please refer to:</i> http://csrc.nist.gov/publications/fips	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

ATTACHMENT 1

10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.)? If yes, upon request must provide evidence such as a screen shot or a system report. Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data. For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)? If yes, upon request must provide evidence such as a screen shot or a system report. Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data. For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

ATTACHMENT 1

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? <i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/tx/text/HBB/2017</i>	☒ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

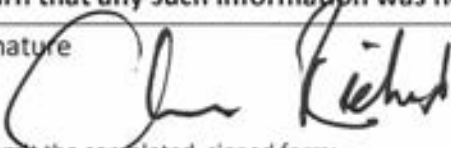
ATTACHMENT I

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature



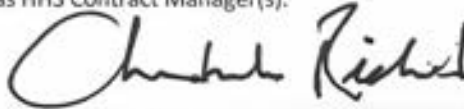
3. Title

Public Health Director

4. Date:

To submit the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).



Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s):

HHSC: ☐

DFPS: ☐

DSHS: ☐

Requesting Department(s):

Legal Entity Tax Identification Number (TIN) (Last four Only):

PO/Contract(s) #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

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INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses [except A9a] prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers [except A9a and A11] prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.

Item #2. Entity or Applicant/Bidder Legal Name. Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."

Item #4. Number of Subcontractors. Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

ATTACHMENT I

- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- Health Insurance Portability and Accountability Act (HIPAA) - <http://www.hhs.gov/hipaa/index.html>
- Criminal Justice Information Services (CJIS) - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Internal Revenue Service Federal Tax Information (IRS FTI) - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Centers for Medicare & Medicaid Services (CMS) - <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html>
- Social Security Administration (SSA) - <https://www.ssa.gov/regulations/>
- Personally Identifiable Information (PII) - <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>

Item #7. Number of Storage devices for Texas HHS Confidential Information. The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 7a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.
- **Item 7b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 7c. Cloud Services.** Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)
- **Item 7d. Data Centers.** Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #9. HIPAA Business Associate Agreement.

- **Item #9a.** Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.
- **Item #9b.** Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."

Item #10. Subcontractors. If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.

- **Item #10a.** Answer "Yes" if your business requires that all subcontractors sign Attachment I of the DUA.
- **Item #10b.** Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.

Item #11. Optional Insurance. Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any

ATTACHMENT I

other situations listed in this question. If you are not required to have this optional coverage, answer "N/A" A compliance plan is not required.

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
 - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
Refer to Article 4, Section 4.01:
Initial Notice of Breach must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:
 - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
 - *within 24 hours of all other types of Texas HHS Confidential Information 48-hour Formal Notice must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*
 - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
 - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

ATTACHMENT I

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information.
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individual. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under your direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not offshore their data.

ATTACHMENT I

Item #2. Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy>

Item #5. Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

Item #6. Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy>

Item #7. Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

Item #8. Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings>

Item #9. Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

Item #10. Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/publications/fips>.

Item #11. Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: <http://csrc.nist.gov/publications/fips>. If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

ATTACHMENT I

Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://portal.msrc.microsoft.com/en-us/>

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/>

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies>

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.

ATTACHMENT I

Solicitation RFA HHS0015451
Exhibit F, Exceptions

EXHIBIT F: EXCEPTIONS

NOTE TO RESPONDENTS: COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO EXCEPTIONS. SEE HHS0015451 SECTION 7.7.

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

Solicitation Document	Solicitation Document Section Number	Solicitation Language to which Exception is Taken	Basis of Exception	Respondent’s Proposed Language	Still Want to be Considered for Contract Award if Exception Denied? (State “Yes” or “No”)
Not Applicable					

ATTACHMENT I

FY 2026 Healthy Texas Women Cost Reimbursement Program

Exhibit H: BUDGET SUMMARY

Initial Date

9/1/2025

RFA#

HHS0015451

Revised

Legal Name of Respondent

City of Laredo

Budget Categories		Total Healthy Texas Women Cost Reimbursement Categorical Budget Award
A.	Personnel	\$ 105,797.00
B.	Fringe	\$ 50,395.34
C.	Travel	\$ 757.00
D.	Equipment	\$ -
E.	Supplies	\$ 72,575.00
F.	Contractual	\$ 12,000.00
G.	Other	\$ 48,960.00
H.	Total Direct Costs	\$ 290,484.00
I.	Indirect Costs	\$ 37,637.00
J.	Total	\$ 328,121.00

Patient Navigator(Optional)

K.	Personnel	\$ 62,814.00
L.	Fringe	\$ 35,067.00
M.	Total	\$ 97,881.00

Total HTW Categorical Award \$ 426,002.00

NOTE: The "Total Healthy Texas Women Cost Reimbursement" categories amount will populate automatically from the corresponding budget category tabs.

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$ 168,611.00	\$ 168,611.00	Equipment	\$ -	\$ -
	Travel	\$ 757.00	\$ 757.00	Contractual	\$ 12,000.00	\$ 12,000.00
	Supplies	\$ 72,575.00	\$ 72,575.00	Indirect Costs	\$ 37,637.00	\$ 37,637.00
	Other	\$ 48,960.00	\$ 48,960.00	Fringe	\$ 85,462.34	\$ 85,462.34

TOTAL FOR:	Distribution Totals	\$ 426,002.00	Budget Grand Total	\$ 426,002.00

[illegible]

ATTACHMENT I

Review/update the itemized elements of Fringe benefits in cells A23-A27. Enter the Rate % of each Fringe type in cells B23:B27; match G22. These rates will auto populate the total for each Fringe Type and Personnel-Functional Title/Employee.

Fringe Type	Rate %	Fringe Type Total
FICA	7.65%	\$4,805.00
HEALTH INSURANCE	25.38%	\$15,945.00
RETIREMENT	21.70%	\$13,631.00
WORKER COMPENSATION & UNEMPLOYMENT INSURANCE	1.09%	\$687.00
Other		\$0.00
Totals	55.83%	\$35,068.00

Total Fringe Benefit Rate %	55.83%
Fringe Benefits Total	\$35,067

ATTACHMENT I

Exhibit H-1: ESTIMATED Administrative Personnel Budget Category Detail Form

Legal Name of Respondent:

City of Laredo

Personnel costs of salaries and wages paid to employees of the organization tasked to the HHS-funded project. The Personnel category includes the applicable portion of the gross salaries of employees who perform activities directly related to the contract's Statement of Work. Administrative services may include services performed by Eligibility Clerks, Accounting clerks. Patient coordinators, Clinic Directors and Outreach coordinators. Salaries for direct services will not be reimbursed by cost reimbursement.

Functional Title/Employee ID Example: Eligibility Clerk	Vacant Y/N	Justification/Description	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Senior Office Assistant, C. Soto		Prepares requisitions, purchase orders, program budget transfers as necessary, and maintains an efficient smooth budget, and logistics for the womens heatlh program. Ensures clinic staff never runs out of medical supplies, and that all equipment needing calibration is maintained current.	0.5	N/A	\$2,840.33	12	\$ 17,042.00
Public Health Technician, S. Veliz		Assures patient has access to all medical and support services. This includes enrolling patient in the ObamaCare, Medicaid, Medicare, SNAP, TANF, and other programs. She is also in charge of social assessments analysis, referrals and follow up, keeping track of our staff training requirements and maintaining our medical records requirements.	0.5	N/A	\$3,660.58	12	\$ 21,963.00
Health Educator I, R. Nochebuena		Provides education and assistance to clients looking women's health in our clinic. Collects patient data to determine eligibility for our program. Provides educational tools to HTW eligible clients.Provides support to our outreach team for events and enrollment.	1	N/A	\$3,072.33	12	\$ 36,868.00
Administrative Assistant, S. Caballero		To handle general office tasks and administrative duties, such as directing communications between colleagues and customers, organizing schedules and events, entering data, bookkeeping, maintaining office equipment, staff salary allocation reports, staff schedule, record keeping of contracts.	0.25	N/A	\$3,457.33	12	\$ 10,372.00

RN, Nurse Practitioner, P. Tijerina		The Nurse Practitioner performs various administrative tasks for HTW. Ordering medications and supplies, filing, and employee management. Maintains patient medical records. Develops and evaluates policies and procedures for the practice. Collaborates with other Health Care Professionals to coordinate patient care.Fulfills duties as part of our Provider committee and provides knowledge expertise for our standing delegating procedures. (March - August)	0.1	License	\$9,028.25	12	\$ 10,834.00
Medical Office Assistant II, E. Aguilar		Prepares medical records, follow up appointments, patient intakes and medical histories. Plans outreach events to increase patient load. Facilitates patient compliance by providing health education. This team is also in charge of restocking the medical rooms, ordering medical supplies, checking our equipment, keeping our working area clean and disinfect used medical equipment.	0.1	Certification	\$3,806.20	12	\$ 4,567.00
Medical Office Assistant II, I. Balderrama		Prepares medical records, follow up appointments, patient intakes and medical histories. Plans outreach events to increase patient load. Facilitates patient compliance by providing health education. This team is also in charge of restocking the medical rooms, ordering medical supplies, checking our equipment, keeping our working area clean and disinfect used medical equipment.	0.1	Certification	\$3,459.16	12	\$ 4,151.00
							\$ -
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
Salary/Wage Total							\$105,797

ATTACHMENT I

Review/update the itemized elements of Fringe benefits in cells A55-A59. Enter the Rate % of each Fringe type in cells B55:B59; match G54. These rates will auto populate the total for each Fringe Type and Personnel-Functional Title/Employee.

Fringe Type	Rate %	Fringe Type Total
FICA	7.65%	\$8,093.00
HEALTH INSURANCE	17.13%	\$18,120.00
RETIREMENT	21.70%	\$22,958.00
WORKER COMPENSATION & UNEMPLOYMENT INSURANCE	1.16%	\$1,224.00
Other		\$0.00
Totals	47.63%	\$50,395.00

Total Fringe Benefit Rate %	47.63%
Fringe Benefits Total	\$50,395

ATTACHMENT I

Exhibit H-2:ESTIMATED TRAVEL Budget Category Detail Form

Legal Name of Respondent:

City of Laredo

Grantees should establish a travel policy to comply with the terms of the contract. Documentation must justify the travel expenses are necessary to the program, the costs are reasonable, and prior approval of HHS was obtained when required. Travel costs are the expenses for transportation, lodging, and related items incurred by employees who are in travel status on official business of the grantee.

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS				Total	\$0

Total for Conference / Workshop Travel

\$0

ATTACHMENT I

Other / Local Travel Costs					
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Local mileage reimbursement for Health Educator to travel within Webb County	1082	\$0.700	\$757		\$757
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$757

Other / Local Travel Costs:

\$757

Conference / Workshop Travel Costs:

\$0

Total Travel Costs:

\$757

ATTACHMENT I

Exhibit H-3: ESTIMATED EQUIPMENT AND CONTROLLED ASSETS Budget Category Detail Form

Legal Name of Respondent: City of Laredo

Itemize, describe, and justify below. Equipment is tangible nonexpendable personal property costing \$5,000 or more and a useful life of more than one year. Approved equipment must be purchased within 90 days of contract start date.					
Description of Item	Purpose & Justification	Date of Purchase (DD/MM/YYYY)	Number of Units	Cost Per Unit	Total
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS					\$ -

Total Amount Requested for Equipment:

\$0

ATTACHMENT I

Exhibit H-4:ESTIMATED SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

City of Laredo

The Supplies Cost category is comprised of two components, consumable supplies and controlled assets. Itemize and describe each supply item and provide an estimated quantity and cost. Provide a justification for each supply item. Costs may be categorized by each general type - office, computer, medical, educational, etc. Supplies can be consumable - paper, drugs, etc., OR controlled assets costing \$500 or more but less than \$5,000 - computers, printers, phones, medical and lab equipment, etc. LARC devices such as IUDs and contraceptive implants may be purchased in bulk using cost reimbursement dollars and should be accounted for as distinct line items from other contraceptives and pharmaceutical supplies within the supplies section of a contractor’s budget. LARC intra-uterine devices (IUDs) and implants may be combined or distinct line items.

Description of Item	Purpose & Justification	Cost Per Unit	Quantity	Total Cost
Office supplies (\$1,700/month x 12 months)	To purchase consumable office supplies for daily operations such as copy paper, toners, labels, pens, highlighters, batteries,	\$ 1,700.00	12	\$ 20,400.00
Medical supplies (\$1,800/month x 12 months)	To purchase general medical supplies such as alcohol pads, gauzes, band aids, non-sterile gloves, masks, and other	\$ 1,800.00	12	\$ 21,600.00
Janitorial supplies (\$1,000/month x 12 months)	To purchase supplies such as disinfecting sprays, wipes, paper towels to maintain clinical and waiting area clean frequently.	\$ 1,000.00	12	\$ 12,000.00
Diagnostic station (\$2,800/each x 4)	Diagnostic station provides reliable diagnostic data in the physical examination of patients.	\$ 2,800.00	4	\$ 11,200.00
Reusable Cuff set (\$275/ each x 5)	To replace blood pressure cuff damage by wear and tear of daily usage.	\$ 275.00	5	\$ 1,375.00
		\$ -		\$ -
			Total	\$ 66,575

LARC (Long-Acting Reversible Contraception)

Types (IUD, Implants)	LARCS Description Include details of LARC bulk supply. (Example: copper Paragard IUD, the hormonal (progesterone) Mirena IUD, Nexplanon)	Cost Per Unit	Quantity	Total Cost
Implants	Nexplanon	\$ 300.00	10	\$ 3,000.00
Copper intrauterine dispositive (IUD)	Paragard IUD	\$ 300.00	10	\$ 3,000.00
		\$ -		\$ -
			Total	\$ 6,000.00
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS				\$ -

Total Amount Requested for Supplies:

\$ 72,575.00

ATTACHMENT I

Exhibit H-5: ESTIMATED CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent:

City of Laredo

List contracts for medical services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as “To Be Named.” Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent’s funding request, must be attached behind this form. Salaries for Direct Services will not be reimbursed by cost reimbursement.						
CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Dr. Liz Millan	Medical Services	Prescriptive authority oversighting the women's nurse practitioners assessments and treatments.	month	12	\$1,000.00	\$ 12,000.00
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$ -

Total Amount Requested for CONTRACTUAL:

\$12,000

ATTACHMENT I

Exhibit H-6: ESTIMATED OTHER Budget Category Detail Form

Legal Name of Respondent:

City of Laredo

All other allowable direct costs not listed in any of the previous categories can be included in the Other cost budget category.

Description of Item	Purpose & Justification: Please include the required quantity and cost/quantity (i.e. # of units & cost per unit)	Cost per Unit	Quantity	Total Cost
I-Net (\$2,250 X 12 months)	The I-Net Charges represent the estimated cost that will be charged by the City to the program for email, internet, mainframe and IT support services. The cost of the City of Laredo IT department is allocated to all departments, divisions and programs across the City based on users, licenses, and FTE's.	\$ 2,250.00	12	\$ 27,000.00
Communications (Landlines: \$60/month X 12 months) (Cellphones & MIFI: \$76/month X 12 months X 2 units)	To pay for the recurring cost of having landlines, cell phones for use when working offsite, and fax connectivity for our staff.	\$ 330.00	12	\$ 3,960.00
Printing (\$500/month x 12 months)	To cover cost of printing educational materials such as program brochures and pamphlets for the services rendered.	\$ 500.00	12	\$ 6,000.00
Media promotion (\$1,000/month x 12 months)	To pay for media promotion of HTW and Family Planning programs through radio, television, billboards and social media.	\$ 1,000.00	12	\$ 12,000.00
		\$ -		\$ -
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS				\$ -

Total Amount Requested for Other:

\$48,960

ATTACHMENT I

Exhibit H - 7: ESTIMATED Indirect Costs

Legal Name of Respondent:

City of Laredo

Total amount of indirect costs allocable to the project:

Amount: \$37,637

Part A Exhibit H- 7 Indirect Costs

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Attach the current ICR acknowledgement, ICR Agreement and/or ICR 15% De Minimis.)**

RATE: 0%

BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular 2 CFR 200.. **Attach a copy of the Certification of Indirect Costs.**

RATE:

TYPE:

BASE:

Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. HHSC). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department.

Part B Exhibit H - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:

ATTACHMENT I



Form F

Texas Health and Human Services System
Indirect Costs Rate (ICR) Questionnaire

Indirect Cost Rate Questionnaire

The Indirect Cost Rate Questionnaire (ICRQ) is required to initiate the indirect cost rate process. Organizations may choose to waive indirect costs, request the De Minimis, inform HHS of an existing Federal or State Negotiated Indirect Cost Rate, or negotiate an indirect cost rate directly with Texas HHS Federal Funds Indirect Cost Rate Group. All questions must be answered unless instructed to skip forward. This form and any requested attachments must be submitted through the Indirect Cost Rate Group Landing Page or with the Request For Application response. **Indirect Cost Rate Group Landing Page Link:** https://txhhs.my.salesforce-sites.com/GranteeLandingPage/COSTA_Grantee_Landing_Page

Section 1. Grantee Information	
Legal Name of Entity: City of Laredo	Organization Fiscal Year End Date: September 30
Texas Identification Number (TIN): 74001573	Unique Entity ID (assigned by sam.gov): HWX7C56NNUV1
Street Address : 1110 Houston St.	City, State, 9-digit zip code: Laredo, TX 78040-8019
Primary Contact Name: Richard A. Chamberlain, DrPH, MPH	P. Contact Title: Public Health Director
Primary Contact Phone: 9567954918	P. Contact E-mail: rchamberla@ci.laredo.tx.us
Secondary Contact Name: Erika Martinez	S. Contact Title: Assistant Director of Operations
Secondary Contact Phone: 9567954922	S. Contact Email: emartinez8@ci.laredo.tx.us
Section 2. State of Texas Grant History	
1. Has the organization ever received a grant from a State of Texas agency in the past ?	
☒ Yes Using the check boxes below, indicate whether the underlying funds were from a Federal entity, State entity, or both. ☐ Federal ☐ State ☒ Both	☐ No

ATTACHMENT I

Form F

Section 3. Request <i>de minimis</i> Indirect Cost Rate	
If eligible, would the organization like to request the <i>de minimis</i> Indirect Cost Rate?	
☒ Yes	☐ No
Section 4. Request Reimbursement for Indirect Costs	
If eligible, does the organization wish to request reimbursement for indirect costs?	
☒ Yes	☐ No <i>The organization has indicated that indirect costs reimbursement from HHS is not applicable at this time for all HHS System Contracts. No further information is needed.</i> Skip to Section 7. Signature
Section 5. Federal ICR Information	
1. Does the organization have a current ICR approved by any federal cognizant agency or a federally approved cost allocation plan?	
☐ Yes Expiration Date: Include the federal approval letter when submitting this form. Skip to Section 7. Signature	☒ No

ATTACHMENT I

Form F

Section 5. Federal ICR Information (cont.)

2. Has the organization had an ICR approved by any federal cognizant agency or a federally approved cost allocation plan **in the past**?

☐ Yes☒ No

Include the most recent expired federal approval letter when submitting this form.

3. Is the organization applying for a new federal indirect cost rate or seeking a new federally approved cost allocation plan?

☐ Yes☒ No**Proceed to Section 6: State ICR Information****Section 6. State of Texas ICR Information**

1. Does the organization have a **current** ICR approved by any State of Texas agency?

☒ Yes☐ No

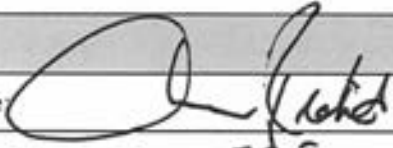
Expiration Date: Indefinite

Include the State approval letter when submitting this form.

Skip to Section 7. Signature

ATTACHMENT I

Form F

Section 6. State ICR Information (cont.)	
2. Has the organization had an ICR approved by any State of Texas agency in the past ?	
☐ Yes Include the most recent expired State approval letter when submitting this form.	☐ No
3. Is any State of Texas agency currently reimbursing the organization for indirect costs?	
☐ Yes List the most recent State of Texas agencies that are reimbursing your organization for indirect costs.	☐ No
4. Has any State of Texas agency reimbursed the organization for indirect costs on any grant award in the past ?	
☐ Yes List the most recent State of Texas agencies that reimbursed your organization for indirect costs in the past.	☐ No
Section 7. Signature of Organization Representative	
Printed Name: Richard A. Chamberlain, DrPH, MPH, CPHA, CHW	Signature: 
Title: Public Health Director	Date of Execution: 3/2/25

ATTACHMENT I

RFA HHS0015451

Form G

**FORM G: INTERNAL CONTROLS QUESTIONNAIRE
FINANCIAL MANAGEMENT AND ADMINISTRATION**

Legal Business Name of Applicant:	City of Laredo

Introduction

By accepting an award from Health and Human Services Commission (HHSC) your organization and the Board of Directors or other oversight authority accept responsibility for complying with the management and administration of programmatic, financial and reporting requirements of the award. Communication and coordination between the organization's program implementation and financial staff is essential for the success of the project being funded by the award. It is critical that staff responsible for the programmatic and accounting functions is aware of the financial and administrative requirements applicable to grants and subgrants. Key personnel within the organization should be identified and assigned responsibilities for the programmatic, financial and administrative requirements applicable to the HHSC award.

All HHSC Grantees are required to have a financial management system in place that meets federal and state standards for expending and accounting for the funds received under the award. Documents and records must be maintained that identify the receipt and expenditure of funds separately for each HHSC Grant Agreement. The system must be able to capture and report expenditures by the budget cost categories for each HHSC Grant Agreement. This requires establishing within the chart of accounts and general ledger, a separate set of accounts for each HHSC Grant Agreement. All financial reports should be prepared with information that comes directly from the organization's accounting system. There should be a reconciliation of the information that is reported to amounts recorded in the accounting system. In order to ensure the fiscal integrity of accounting records, the contractor must use an accounting system that does not permit overwrite or erasure of transactions posted to the general ledger.

FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

All Grantees must comply with applicable cost principles, audit requirements, and administrative requirements in the **Exhibit B, HHS Uniform Terms and Conditions-Grant, Version 3.4.**

ACCOUNTING SYSTEM

The type of accounting system often depends on the size of the organization. Briefly describe your organization's accounting system including:

- a) Is the accounting system computerized, manual or a combination of both;
 - Computerized
- b) How are different types of transactions (e.g., cash disbursements, cash receipts, revenues, journal entries) recorded and posted to the general ledger;
 - Select users with access to enter transactions record cash receipts and revenue entries.

ATTACHMENT I

RFA HHS0015451

Form G

Support documentation is provided with each transaction. Expenses are recorded via the purchasing menu. Expenses are first encumbered through an approval process. When ready to pay, the PO will liquidate and automatically post an expense.

- c) When do you close your general ledger (e.g., monthly by the 10th of the following month);
- 10th Business day
- d) How are transactions organized, maintained, and summarized in financial reports. If your accounting system is computerized, indicate the name/type.
- Opening Balance plus revenues less expenditures. End with a closing balance.

Answer each of the following questions with either a “yes” or “no” answer by checking the respective box.

- 1. Is the Applicant’s accounting system organized to allow an auditor to trace financial report balances through the general ledger and other summary ledgers/journals to each detail accounting transaction and supporting source documentation?**

☒ YES ☐ NO

- 2. Does the Applicant’s accounting system have the capability of identifying the receipt and expenditures of program funds and program income separately for each HHSC Grant Agreement?**

☒ YES ☐ NO

- 3. Does the Applicant’s accounting system provide for the recording of expenditures for each HHSC Grant Agreement by the budget cost categories shown in the proposed budget?**

☒ YES ☐ NO

- 4. Does the Applicant’s accounting system provide for the segregation of direct and indirect expenses and the allocation of indirect costs?**

☒ YES ☐ NO

- 5. Are time records (e.g., time sheets) maintained for all employees where their actual time/effort is recorded and specifically identified to a particular cost objective?**

☒ YES ☐ NO

- 6. Is the employees’ time/effort that is recorded on the time record the source/basis of the calculation of salary/wage costs recorded in the general ledger for each cost objective?**

☒ YES ☐ NO

ATTACHMENT I

RFA HHS0015451

Form G

GENERAL ADMINISTRATION & INTERNAL CONTROLS

1. Is the staff who will be responsible for the financial management of the award generally familiar with the existing regulations and guidelines containing the cost principles and financial administrative requirements applicable to state and federal contracts/grants?

☒ YES ☐ NO

2. Does the Applicant's organization have written accounting policies and procedures?

☒ YES ☐ NO

3. Are generally accepted accounting principles followed for separation of duties regarding receipts and deposit of funds and payment of goods and services?

☒ YES ☐ NO

4. Are procedures in place with adequate controls to ensure that receipts and disbursements are authorized and appropriately documented?

☒ YES ☐ NO

5. Are all disbursements approved prior to payment?

☒ YES ☐ NO

6. Is there any additional review or special approval required for checks exceeding a specific dollar amount?

☒ YES ☐ NO

7. Are there written procedures and internal controls established for the procurement of goods and services?

☒ YES ☐ NO

ATTACHMENT I

RFA HHS0015451

Form G

8. Do purchase orders/requisitions require specific approvals from authorized individuals in the requesting department?

☒ YES ☐ NO

9. Are supporting documents (invoices, receipts, approvals, receiving reports, canceled checks, etc.) maintained for each disbursement and on file for easy location and retrieval?

☒ YES ☐ NO

10. Do supporting documents accompany checks for the check signer's signature?

☒ YES ☐ NO

11. Are supporting documents marked when paid to prevent reuse or duplication of payment?

☒ YES ☐ NO

12. Are invoices coded to identify allocation of payment by cost objective and sub-account?

☒ YES ☐ NO

13. Does your organization stay current with payments of its accounts payable, payroll taxes and other liabilities, loans, taxes, etc.?

☒ YES ☐ NO

14. Do you have written personnel policies?

☒ YES ☐ NO

15. Does the Applicant's policy require individual daily time and attendance records for personnel (part-time, full-time, and/or in-kind volunteers)?

☒ YES ☐ NO

ATTACHMENT I

RFA HHS0015451

Form G

- 16. Do procedures ensure that time and attendance reports can be specifically traced to costs recorded in the general ledger for each payroll period for each cost objective?**

☒ **YES** ☐ **NO**

- 17. Does the Applicant have a written job descriptions with set salary levels for each employee?**

☒ **YES** ☐ **NO**

- 18. Does the Applicant have on file authorizations covering rates of pay, withholding and deductions for each employee?**

☒ **YES** ☐ **NO**

ATTACHMENT I

RFA HHS0015451
Form H

FORM H: CONTRACT AND LITIGATION HISTORY

*This form provides information regarding identification and contract history of the Applicant, executive management, project management, governing board members, and/or principal officers. Applicant must respond to each request for information and **provide the required supplemental document behind this form**. If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

NOTE: Administrative Information may be used in screening Applications.

1. **The Applicant must attach a list of current board members or members of its governing body using Form B-1 or B-2, as applicable.**
2. **Is Applicant a nonprofit organization?**
☐ YES ☒ NO

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

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

Conflict of Interest, Contract and Litigation History

The Applicant must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFA.

Examples of potential conflicts include an existing or potential business or personal relationship **between the Applicant, its principal, or any affiliate or subcontractor, with the Health and Human Services Commission, the Program Administrator, or any other entity or person involved in any way in any project that is the subject of this RFA.**

ATTACHMENT I

RFA HHS0015451
Form H

FORM H: CONTRACT AND LITIGATION HISTORY *continued*

Similarly, any existing or potential personal or business relationship between the Applicant, the principals, or any affiliate or subcontractor, with any employee of the Health and Human Services Commission or the Program Administrator must be disclosed.

Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for Grant Agreement termination or disqualification of the Application. If, following a review of this information, it is determined by HHSC that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a Grant Agreement.

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

☐ YES ☒ NO

If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

- 4. Will any person who received compensation from Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFA participate financially with Applicant as a result of an award under this RFA?**

☐ YES ☒ NO

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

- 5. Will any provision of services or other performance under any Grant Agreement that may result from this RFA constitute an actual or potential conflict of interest or create the appearance of impropriety?**

☐ YES ☒ NO

If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

- 6. Are any current or former employees of the Applicant current or former employees of HHSC (within the last 24 months)?**

☐ YES ☒ NO

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

ATTACHMENT I

RFA HHS0015451
Form H

FORM H: CONTRACT AND LITIGATION HISTORY *continued*

7. Are any proposed personnel related to any current or former employees of HHSC?

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

10. Is Applicant or any member of Applicant's executive management, project management, board members or principal officers:

- Delinquent on any state, federal or other debt;
 - Affiliated with an organization which is delinquent on any state, federal or other debt;
- or
- In default on an agreed repayment schedule with any funding organization?

☐ YES ☒ NO

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

11. Has the Applicant had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?

☐ YES ☒ NO

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

ATTACHMENT I

RFA HHS0015451
Form H

FORM H: CONTRACT AND LITIGATION HISTORY *continued*

- 12. Does this Application include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?**

☐ YES ☒ NO

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

- 13. Has Applicant had a grant/contract with HHSC within the past 24 months?**

☒ YES ☐ NO

If YES, list the HHSC contract and attachment number(s):

HHSC Contract Number(s)

HHS000734600020
HHS001399210007
HHS001076400001
HHS00134830010

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

Not Applicable

- 15. At its discretion, HHSC may require the Applicant to disclose information regarding the application for or award of state, federal, and/or local grant funding by the Applicant or Community Collaborative member organization within the past two (2) years to provide operational support for service delivery sites to improve the health of low-income women in underserved communities by expanding access to preventative health care and support services. Applicant may elect to disclose this information as part of the application.**

Not Applicable

ATTACHMENT I

RFA No. HHS0015451

Addenda

City of Laredo

Healthy Texas Women Cost Reimbursement

RFA No. HHS0015451

ATTACHMENT I

Form **PCS 121**



SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title: Healthy Texas Women (HTW) Cost Reimbursement	Solicitation No: HHS0015451

Solicitation Due Date: 03/17/2025	Solicitation Due Time: 10 30 a.m.	Addendum No. 1	Addendum Date: 03/05/2025

PCS Contact Information

Purchasing Contact Phone: 512-776-2951	Purchasing Contact Name: Julia Solis	Purchasing Contact Email: julia.solis@hhs.texas.gov

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

The purpose of this Addendum No. 1 is to:

1. Post the Answers to Questions or Request for Clarification per Section 7.1, Schedule of Events, attached as Attachment to Addendum 1.

No other changes are made to RFA HHS0015451 by this Addendum No. 1.

**THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION
RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.**

1. Acknowledge receipt of this addendum by signing and returning this addendum with your solicitation response in accordance with the submission options outlined in the solicitation.
2. If respondent has submitted the response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.

Authorized Signature 	Respondent Name Joseph W. Neeb
Date 3/12/2025	Phone 956-791-7302
	Email jneeb@ci.laredo.tx.us

ATTACHMENT I

Form **PCS 121****SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM**

Solicitation Name/Title:

Healthy Texas Women (HTW) Cost Reimbursement

Solicitation No:

HHS0015451

Solicitation Due Date:

03/17/2025

Solicitation Due Time

10

30

a.m.

Addendum No.

2

Addendum Date:

03/05/2025

PCS Contact Information

Purchasing Contact Phone:

512-776-2951

Purchasing Contact Name:

Julia Solis

Purchasing Contact Email:

julia.solis@hhs.texas.gov

Description of Addendum**BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:**

The purpose of this Addendum No. 2 is to:

1. Delete and replace Form C, Work Plan. Refer to the attached Form C, Work Plan Addendum 2
2. Delete and replace Form F, HHS System Indirect Cost Rate (ICR) Questionnaire. Refer to the attached Form F, HHS System Indirect Cost Rate (ICR) Questionnaire Addendum 2.
3. Delete and replace Exhibit H, HTW CR Workbook. Refer to the attached Exhibit H, HTW CR Workbook Addendum 2.

No other changes are made to RFA HHS0015451 by this Addendum No. 2.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION**RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.**

1. Acknowledge receipt of this addendum by signing and returning this addendum with your solicitation response in accordance with the submission options outlined in the solicitation.
2. If respondent has submitted the response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.

Authorized Signature

Respondent Name

Joseph W. Neeb

Date

3/12/2025

Phone

956-791-7302

Email

jneeb@ci.laredo.tx.us

ATTACHMENT I

HTW FY 2026 Cost Reimbursement Budget Workbook

In preparing the budget, you must budget all estimated costs that your organization will incur in carry out the Reimbursement program includes **optional funding to support**

Complete each budget category detail template Exhibit H-0:H-7. Fill all budget exhibits out in WHOLE accommodate all items in your budget, use the respective supplemental budget templates at the end of each category detail budget template will automatically populate to the last line of the

Below instructions provide details on each tab. Please ensure all budget category details match

Exhibit H-Budget Summary

(1) Enter the legal name of your organization in the space provided for the organization's name. Enter the Contract number in cell C2. Initial Date of submission for all budget category detail templates with the organization's name.

(2) No other entry is required on this template. Each budget category detail template will automatically populate to the last line of the Budget Summary Page.

Exhibit H-0 Patient Nav Personnel

Optional Patient Navigator Personnel costs of salaries and wages paid to employees of the organization. The Personnel category includes the applicable portion of the gross salary and wages paid to employees of the organization directly related to the contract's Statement of Work. Totals will automatically populate to the last line of the Budget Summary Page.

Enter the following required Personnel data: **(1)** Enter Functional Title/Employee, **(2)** Enter Functional Title/Employee, **(3)** Enter Functional Title/Employee, **(4)** Enter Functional Title/Employee, **(5)** Certification or License (Enter NA if not required), **(6)** Enter Functional Title/Employee, **(7)** Enter Functional Title/Employee, **(8)** Salary/Wages Requested for Project. Fringe benefits are services in addition to regular salaries and wages. Fringe benefit costs should be budgeted in addition to regular salaries and wages. Review/update the itemized elements of Fringe benefits in cells A23:A27; match G22. Enter the Rate % of each Fringe type in cells B23:B27; match G22. Total Personnel-Functional Title/Employee.

?

?

Exhibit H-1 Personnel Fringe

Personnel costs of salaries and wages paid to employees of the organization. The Personnel category includes the applicable portion of the gross salary and wages paid to employees of the organization directly related to the contract's Statement of Work. Totals will automatically populate to the last line of the Budget Summary Page.

Enter the following required Personnel data: **(1)** Enter Functional Title/Employee, **(2)** Enter Functional Title/Employee, **(3)** Enter Functional Title/Employee, **(4)** Enter Functional Title/Employee, **(5)** Certification or License (Enter NA if not required), **(6)** Enter Functional Title/Employee, **(7)** Enter Functional Title/Employee, **(8)** Salary/Wages Requested for Project

?

ATTACHMENT I

[Exhibit H-1 Personnel Fringe'](#)

Fringe benefits are services provided by the organization to its empl
Fringe benefit costs should be allocated on the same basis as salary

Review/update the itemized elements of Fringe benefits in cells A5!
Enter the Rate % of each Fringe type in cells B55:B59; match G54. T
Personnel-Functional Title/Employee.

☐

[Exhibit H- 2: TRAVEL Budget'
Category](#)

Grantees should establish a travel policy to comply with the terms o
necessary to the program, the costs are reasonable, and prior appro
for transportation, lodging, subsistence, and related items incurred l
grantee. Totals will automatically populate to the Budget Summary l

Enter the following required Travel data: (1) Description of Confere
Day/Employee **(5)** Travel: Mileage, Airfare, Lodging, Meals, Other Co

[Exhibit H - 3 Equipment Category'
Detail](#)

Equipment is tangible nonexpendable personal property costing \$5,
equipment must be purchased within 90 days of contract start date.

Enter the following required Travel data: (1) Description of Item **(2)**
Number of Units and **(5)** Cost Per Unit. Totals will automatically pop

☐
The Supplies Cost category is comprised of two components, consur
item and provide an estimated quantity and cost. Provide a justifica
type - office, computer, medical, educational, etc. Supplies can be c
more but less than \$5,000 - computers, printers, phones, medical ar
Summary Page.☐

[Exhibit H - 4 Supplies Category'
Detail](#)

Part 1

Supplies may be combined into categories or distinct by each indivic
of Item, (2) Purpose & Justification, (3) Cost Per Unit, (4) Quantity.

If combining, the justification field should reflect the methodology u
item: (1) Clinical Supplies (2) Cost for basic medical supplies include
served (3) \$50.00 (4) 30

Part 2 LARC (Long-Acting Reversible Contraception)

LARC devices such as IUDs and contraceptive implants may be purch
accounted for as distinct line items from other contraceptives and p
contractor's budget. LARC intra-uterine devices (IUDs) and implants

Enter the following required LARC data: (1)Types (2) Description incl
hormonal (progesterone) Mirena IUD, Nexplanon) (3) Cost Per Unit

The Contractual cost category should include contracts for the provision of the program, and directly associated with carrying out the State Merit HHSC program, an explanation of how you determined the amount of allocation percentages.

All other allowable direct costs not listed in any of the above categories, including but not limited to general service contracts used by an organization.

Indirect costs are those that have been incurred for a common or jo

(4) Include you're required ICR Acknowledgement, ICR Agreement and

Categor'!

ATTACHMENT I

ATTACHMENT I

ook Instructions

ing out the HTW Cost Reimbursement Program for FY26. The Cost
ort Patient Navigators.

E DOLLARS. If a primary budget category detail template does not
of this workbook, Exhibit H-1a:H-6a. The total of each supplemental
respective primary budget category template.

atch your monthly supporting documents General Ledger.

for "Legal Name of Respondent" on the budget summary page, cell C3,
approval, cell H1. Doing so will populate the budget category detail

ory detail templates totals will automatically populate to the Budget

id to employees of the organization tasked to support HTW Cost
licable portion of the gross salaries of employees who perform
s will automatically populate to the Budget Summary Page.

itle/Employee ID, **(2)** Vacant Y/N, **(3)** Justification/Description, (4) Full
quired) **(6)**Total Average Monthly Salary/Wage **(7)** Number of Months,
provided by the organization to its employees as compensation in
e allocated on the same basis as salary and wages.
3-A27.
hese rates will auto populate the total for each Fringe Type and

inization tasked to support HTW Cost Reimbursement Program. The
ries of employees who perform activities directly related to the
the Budget Summary Page.

itle/Employee ID, **(2)** Vacant Y/N, **(3)** Justification/Description, (4) Full
quired) **(6)**Total Average Monthly Salary/Wage **(7)** Number of Months,

ATTACHMENT I

employees as compensation in addition to regular salaries and wages.
and wages.

5-A59.

These rates will auto populate the total for each Fringe Type and

of the contract. Documentation must justify the travel expenses are
of HHS was obtained when required. Travel costs are the expenses
by employees who are in travel status on official business of the
Page.

ence/Workshop **(2)** Justification **(3)** Location **(4)** Number of
st.

000 or more and a useful life of more than one year. Approved
. Itemize, describe, and justify all equipment.

) Purpose & Justification **(3)** Date of Purchase (DD/MM/YYYY), **(4)**
ulate to the Budget Summary Page.

nable supplies and controlled assets. Itemize and describe each supply
tion for each supply item. Costs may be categorized by each general
onsumable - paper, drugs, etc., OR controlled assets costing \$500 or
nd lab equipment, etc. Totals will automatically populate to the Budget

lual item. _Enter the following required Supplies data: (1) Description

used to determine cost per unit. Example for combined supplies line
gloves, gauze, thermometers, needles, bandages, etc. per 100 clients

ased in bulk using cost reimbursement dollars and should be
harmaceutical supplies in the "equipment and supplies" section of a
may be combined or distinct line items.

luding details of LACR bulk supply. (e.g. copper Paragard IUD, the
(4) Quantity.

ATTACHMENT I

sion of goods and services that are supplemental, but not central to
it of Work. Justifications should include how the service supports your
to budget to the HHSC Contract, and include calculations and

(Agency or Individual), **(2)** Description of Services (Scope of Work) **(3)**
nthly, Hourly, Unit, Lump Sum), **(6)** # of Months, Hours, Units, etc., **(7)**
als will automatically populate to the Budget Summary Page.

ries are to be included in the Other costs category. This includes

) Purpose & Justification, **(3)** Cost per Unit and **(4)** Quantity. Totals will

int purpose and are not readily chargeable to a specific cost object.

id/or ICR 15% De Minimis.

ATTACHMENT I

ATTACHMENT I

ATTACHMENT I

ATTACHMENT I

ATTACHMENT I

ATTACHMENT I

FY 2026 Healthy Texas Women Cost Reimbursement Program

Exhibit H: BUDGET SUMMARY

RFA#

HHS0015451

Legal Name of Respondent

City of Laredo

Initial Date

9/1/2025

Revised

Budget Categories		Total Healthy Texas Women Cost Reimbursement Categorical Budget Award
A.	Personnel	\$ 105,797.00
B.	Fringe	\$ 50,395.34
C.	Travel	\$ 757.00
D.	Equipment	\$ -
E.	Supplies	\$ 72,575.00
F.	Contractual	\$ 12,000.00
G.	Other	\$ 48,960.00
H.	Total Direct Costs	\$ 290,484.00
I.	Indirect Costs	\$ 37,637.00
J.	Total	\$ 328,121.00
Patient Navigator(Optional)		
K.	Personnel	\$ 62,814.00
L.	Fringe	\$ 35,067.00
M.	Total	\$ 97,881.00
Total HTW Categorical Award		\$ 426,002.00

NOTE: The "Total Healthy Texas Women Cost Reimbursement" categories amount will populate automatically from the corresponding budget category tabs.						
	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$ 168,611.00	\$ 168,611.00	Equipment	\$ -	\$ -
	Travel	\$ 757.00	\$ 757.00	Contractual	\$ 12,000.00	\$ 12,000.00
	Supplies	\$ 72,575.00	\$ 72,575.00	Indirect Costs	\$ 37,637.00	\$ 37,637.00
	Other	\$ 48,960.00	\$ 48,960.00	Fringe	\$ 85,462.34	\$ 85,462.34

TOTAL FOR:	Distribution Totals	\$ 426,002.00	Budget Grand Total	\$ 426,002.00

ATTACHMENT I

HTW Patient Navigator (Optional)

Exhibit H-0:ESTIMATED Patient Navigator Personnel Budget Category Detail Form

Legal Name of Respondent		City of Laredo					
Personnel costs of salaries and wages paid to employees of the organization tasked to the HHS-funded project. The Personnel category includes the applicable portion of the gross salaries of employees who performs Patient Navigator activities. Salaries for direct services will not be reimbursed by cost reimbursement.							
Functional Title/Employee ID	Vacant Y/N	Justification/Description	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Health Educator I, V. De La Rosa	N	To provide health education and navigation services for potential patients for HTW and FPP patients. Navigators are patient advocates who help our clients access resources and programs that better fit our client's needs.	1	N/A	\$2,617.25	12	\$ 31,407.00
Health Educator I, D. Martinez	N	To provide health education and navigation services for potential patients for HTW and FPP patients. Navigators are patient advocates who help our clients access resources and programs that better fit our client's needs.	1	N/A	\$2,617.25	12	\$ 31,407.00
							\$ -
Salary/Wage Total							\$ 62,814.00

ATTACHMENT I

Review/update the itemized elements of Fringe benefits in cells A23-A27. Enter the Rate % of each Fringe type in cells B23:B27; match G22. These rates will auto populate the total for each Fringe Type and Personnel-Functional Title/Employee.

Fringe Type	Rate %	Fringe Type Total
FICA	7.65%	\$4,805.00
HEALTH INSURANCE	25.38%	\$15,945.00
RETIREMENT	21.70%	\$13,631.00
WORKER COMPENSATION & UNEMPLOYMENT INSURANCE	1.09%	\$687.00
Other		\$0.00
Totals	55.83%	\$35,068.00

Total Fringe Benefit Rate %	55.83%
Fringe Benefits Total	\$35,067

ATTACHMENT I

Exhibit H-1:ESTIMATED Administrative Personnel Budget Category Detail Form

Legal Name of Respondent:

City of Laredo

Personnel costs of salaries and wages paid to employees of the organization tasked to the HHS-funded project. The Personnel category includes the applicable portion of the gross salaries of employees who perform activities directly related to the contract's Statement of Work. Administrative services may include services performed by Eligibility Clerks, Accounting clerks. Patient coordinators, Clinic Directors and Outreach coordinators. Salaries for direct services will not be reimbursed by cost reimbursement.

Functional Title/Employee ID Example: Eligibility Clerk	Vacant Y/N	Justification/Description	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Senior Office Assistant, C. Soto		Prepares requisitions, purchase orders, program budget transfers as necessary, and maintains an efficient smooth budget, and logistics for the womens health program. Ensures clinic staff never runs out of medical supplies, and that all equipment needing calibration is maintained current.	0.5	N/A	\$2,840.33	12	\$ 17,042.00
Public Health Technician, S. Veliz		Assures patient has access to all medical and support services. This includes enrolling patient in the ObamaCare, Medicaid, Medicare, SNAP, TANF, and other programs. She is also in charge of social assessments analysis, referrals and follow up, keeping track of our staff training requirements and maintaining our medical records requirements.	0.5	N/A	\$3,660.58	12	\$ 21,963.00
Health Educator I, R. Nochebuena		Provides education and assistance to clients looking women's health in our clinic. Collects patient data to determine eligibility for our program. Provides educational tools to HTW eligible clients.Provides support to our outreach team for events and enrollment.	1	N/A	\$3,072.33	12	\$ 36,868.00
Administrative Assistant, S. Caballero		To handle general office tasks and administrative duties, such as directing communications between colleagues and customers, organizing schedules and events, entering data, bookkeeping, maintaining office equipment, staff salary allocation reports, staff schedule, record keeping of contracts.	0.25	N/A	\$3,457.33	12	\$ 10,372.00

		The Nurse Practitioner performs various administrative tasks for HTW. Ordering medications and supplies, filing, and employee management. Maintains patient medical records. Develops and evaluates policies and procedures for the practice. Collaborates with other Health Care Professionals to coordinate patient care.Fulfills duties as part of our Provider committee and provides knowledge expertise for our standing delegating procedures. (March - August)	0.1	License	\$9,028.25	12	\$ 10,834.00
RN, Nurse Practitioner, P. Tijerina							
		Prepares medical records, follow up appointments, patient intakes and medical histories. Plans outreach events to increase patient load. Facilitates patient compliance by providing health education. This team is also in charge of restocking the medical rooms, ordering medical supplies, checking our equipment, keeping our working area clean and disinfect used medical equipment.	0.1	Certification	\$3,806.20	12	\$ 4,567.00
Medical Office Assistant II, E. Aguilar							
		Prepares medical records, follow up appointments, patient intakes and medical histories. Plans outreach events to increase patient load. Facilitates patient compliance by providing health education. This team is also in charge of restocking the medical rooms, ordering medical supplies, checking our equipment, keeping our working area clean and disinfect used medical equipment.	0.1	Certification	\$3,459.16	12	\$ 4,151.00
Medical Office Assistant II, I. Balderrama							
							\$ -
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
Salary/Wage Total							\$105,797

ATTACHMENT I

Review/update the itemized elements of Fringe benefits in cells A55-A59. Enter the Rate % of each Fringe type in cells B55:B59; match G54. These rates will auto populate the total for each Fringe Type and Personnel-Functional Title/Employee.

Fringe Type	Rate %	Fringe Type Total
FICA	7.65%	\$8,093.00
HEALTH INSURANCE	17.13%	\$18,120.00
RETIREMENT	21.70%	\$22,958.00
WORKER COMPENSATION & UNEMPLOYMENT INSURANCE	1.16%	\$1,224.00
Other		\$0.00
Totals	47.63%	\$50,395.00

Total Fringe Benefit Rate %	47.63%
Fringe Benefits Total	\$50,395

ATTACHMENT I

Exhibit H-2:ESTIMATED TRAVEL Budget Category Detail Form

Legal Name of Respondent: City of Laredo

Grantees should establish a travel policy to comply with the terms of the contract. Documentation must justify the travel expenses are necessary to the program, the costs are reasonable, and prior approval of HHS was obtained when required. Travel costs are the expenses for transportation, lodging, and related items incurred by employees who are in travel status on official business of the grantee.

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS				Total	\$0

Total for Conference / Workshop Travel \$0

ATTACHMENT I

Other / Local Travel Costs					
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Local mileage reimbursement for Health Educator to travel within Webb County	1082	\$0.700	\$757		\$757
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$757

Other / Local Travel Costs:

\$757

Conference / Workshop Travel Costs:

\$0

Total Travel Costs:

\$757

ATTACHMENT I

Exhibit H-3: ESTIMATED EQUIPMENT AND CONTROLLED ASSETS Budget Category Detail Form

Legal Name of Respondent: City of Laredo

Itemize, describe, and justify below. Equipment is tangible nonexpendable personal property costing \$5,000 or more and a useful life of more than one year. Approved equipment must be purchased within 90 days of contract start date.					
Description of Item	Purpose & Justification	Date of Purchase (DD/MM/YYYY)	Number of Units	Cost Per Unit	Total
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS					\$ -

Total Amount Requested for Equipment:

\$0

ATTACHMENT I

Exhibit H-4:ESTIMATED SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

City of Laredo

The Supplies Cost category is comprised of two components, consumable supplies and controlled assets. Itemize and describe each supply item and provide an estimated quantity and cost. Provide a justification for each supply item. Costs may be categorized by each general type - office, computer, medical, educational, etc. Supplies can be consumable - paper, drugs, etc., OR controlled assets costing \$500 or more but less than \$5,000 - computers, printers, phones, medical and lab equipment, etc. LARC devices such as IUDs and contraceptive implants may be purchased in bulk using cost reimbursement dollars and should be accounted for as distinct line items from other contraceptives and pharmaceutical supplies within the supplies section of a contractor’s budget. LARC intra-uterine devices (IUDs) and implants may be combined or distinct line items.

Description of Item	Purpose & Justification	Cost Per Unit	Quantity	Total Cost
Office supplies (\$1,700/month x 12 months)	To purchase consumable office supplies for daily operations such as copy paper, toners, labels, pens, highlighters, batteries,	\$ 1,700.00	12	\$ 20,400.00
Medical supplies (\$1,800/month x 12 months)	To purchase general medical supplies such as alcohol pads, gauzes, band aids, non-sterile gloves, masks, and other	\$ 1,800.00	12	\$ 21,600.00
Janitorial supplies (\$1,000/month x 12 months)	To purchase supplies such as disinfecting sprays, wipes, paper towels to maintain clinical and waiting area clean frequently.	\$ 1,000.00	12	\$ 12,000.00
Diagnostic station (\$2,800/each x 4)	Diagnostic station provides reliable diagnostic data in the physical examination of patients.	\$ 2,800.00	4	\$ 11,200.00
Reusable Cuff set (\$275/ each x 5)	To replace blood pressure cuff damage by wear and tear of daily usage.	\$ 275.00	5	\$ 1,375.00
		\$ -		\$ -
			Total	\$ 66,575

LARC (Long-Acting Reversible Contraception)

Types (IUD, Implants)	LARCS Description Include details of LARC bulk supply. (Example: copper Paragard IUD, the hormonal (progesterone) Mirena IUD, Nexplanon)	Cost Per Unit	Quantity	Total Cost
Implants	Nexplanon	\$ 300.00	10	\$ 3,000.00
Copper intrauterine dispositive (IUD)	Paragard IUD	\$ 300.00	10	\$ 3,000.00
		\$ -		\$ -
			Total	\$ 6,000.00
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS				\$ -

Total Amount Requested for Supplies:

\$ 72,575.00

ATTACHMENT I

Exhibit H-5: ESTIMATED CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent:

City of Laredo

List contracts for medical services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form. Salaries for Direct Services will not be reimbursed by cost reimbursement.						
CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Dr. Liz Millan	Medical Services	Prescriptive authority oversighting the women's nurse practitioners assessments and treatments.	month	12	\$1,000.00	\$ 12,000.00
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$ -

Total Amount Requested for CONTRACTUAL:

\$12,000

ATTACHMENT I

Exhibit H-6: ESTIMATED OTHER Budget Category Detail Form

Legal Name of Respondent:

City of Laredo

All other allowable direct costs not listed in any of the previous categories can be included in the Other cost budget category.

Description of Item	Purpose & Justification: Please include the required quantity and cost/quantity (i.e. # of units & cost per unit)	Cost per Unit	Quantity	Total Cost
I-Net (\$2,250 X 12 months)	The I-Net Charges represent the estimated cost that will be charged by the City to the program for email, internet, mainframe and IT support services. The cost of the City of Laredo IT department is allocated to all departments, divisions and programs across the City based on users, licenses, and FTE's.	\$ 2,250.00	12	\$ 27,000.00
Communications (Landlines: \$60/month X 12 months) (Cellphones & MIFI: \$76/month X 12 months X 2 units)	To pay for the recurring cost of having landlines, cell phones for use when working offsite, and fax connectivity for our staff.	\$ 330.00	12	\$ 3,960.00
Printing (\$500/month x 12 months)	To cover cost of printing educational materials such as program brochures and pamphlets for the services rendered.	\$ 500.00	12	\$ 6,000.00
Media promotion (\$1,000/month x 12 months)	To pay for media promotion of HTW and Family Planning programs through radio, television, billboards and social media.	\$ 1,000.00	12	\$ 12,000.00
		\$ -		\$ -
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS				\$ -

Total Amount Requested for Other:

\$48,960

ATTACHMENT I

Exhibit H - 7: ESTIMATED Indirect Costs

Legal Name of Respondent:

City of Laredo

Total amount of indirect costs allocable to the project: Amount: \$37,637

Part A Exhibit H- 7 Indirect Costs

Indirect costs are based on (mark the statement that is applicable):

The respondent’s most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Attach the current ICR acknowledgement, ICR Agreement and/or ICR 15% De Minimis.)** **RATE:** 0% **BASE:**

Applies only to governmental entities . The respondent’s current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular 2 CFR 200.. **Attach a copy of the Certification of Indirect Costs.** **RATE:** **TYPE:** **BASE:**

Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. HHSC). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department.

Part B Exhibit H - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:

ATTACHMENT I

SUPPLEMENTAL EXHIBIT INSTRUCTIONS

The budget templates that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Exhibit H-1 Personnel) have been used, go to the tab labeled "Exhibit H - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

Exhibit H-1b Personnel Supplemental

Exhibit H-2a Travel Supplemental

Exhibit H-3a Equipment Supplemental

Exhibit H-4a Supplies Supplemental

Exhibit H-5a Contractual Supplemental

Exhibit H-6a Other Supplemental

ATTACHMENT I

Exh

[illegible]

[illegible]

edo[illegible]

[illegible]

ATTACHMENT I

			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			Salary

[illegible]

[illegible]

Hourly Wage Total

ATTACHMENT I

Exhibit H-2a: TRAVEL Budget Category Detail Form (Supplier)

Legal Name of Respondent:

City of Laredo

Grantees should establish a travel policy to comply with the terms of the contract. Documentation must justify the travel as reasonable, and prior approval of HHS was obtained when required. Travel costs are the expenses for transportation, lodging, and meals for grantees who are in travel status on official business of the grantee.

Conference / Workshop Travel Costs		
Description of Conference/Workshop	Justification	Location (City, State)

Total for Conference / Workshop Travel Costs

Other / Local Travel Costs			
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)
			\$ -

ATTACHMENT I

			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Tot

Other / Local Travel Costs: \$ -

Conference / Workshop Travel Costs: \$ -

emental)

expenses are necessary to the program, the costs are
ing, meals, and related items incurred by employees

	Number of: Days/Employees	Travel Costs	
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	\$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	\$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	\$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	\$ -
		Mileage	
		Airfare	
		Meals	
		Lodging	
		Other Costs	
		Total	\$ -

ce / Workshop Travel

\$ -

Other Costs (b)	Total (a) + (b)
	\$ -

ATTACHMENT I

	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Total for Other / Local Travel

\$ -

Total Travel Costs:

\$ -

Description of Item

ATTACHMENT I



[illegible]

ATTACHMENT I

Total Amount Requested for Equipment:	\$0

ATTACHMENT I

Exhibit H-4a: SL

Legal Name of Respondent:

[illegible]

ATTACHMENT I



City of Laredo

[illegible]

ATTACHMENT I

Total Amount Requested for Supplies:

\$ -

ATTACHMENT I

Exhibit H-5a: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: City of Laredo

List contracts for medical services related to the scope of work that is to be provided by a third party. If a third party is not named, the contractor must be named in the justification. If a third party is named, the contractor must be named in the justification. Justification for any contract that delegates \$100,000 or more of the scope of the project in the form of medical services will not be reimbursed by cost reimbursement.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification

ATTACHMENT I

n (Supplemental)

If third party is not yet identified, describe the service to be contracted and show contractors as the respondent's funding request, must be attached behind this form. Salaries for Direct				
	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Amount Requested for CONTRACTUAL:

\$ -

[illegible]

ATTACHMENT I



City of Laredo

[illegible]

ATTACHMENT I

Total Amount Requested for CONTRACTUAL:

ATTACHMENT I

\$	-

ATTACHMENT J



Cecile Erwin Young
Executive Commissioner

September 10, 2020

Richard A. Chamberlain
City of Laredo Health Department
2600 Cedar Avenue
Laredo, TX 78040

Re: Indirect Cost Rate Acknowledgement
TIN 17460015732

Dear Dr. Chamberlain:

Thank you for your submission of the Indirect Cost Rate Questionnaire and related documentation for review and consideration by Health and Human Services (HHS) Indirect Cost Rate Group. The questionnaire has been reviewed using criteria established by HHS Indirect Cost Rate Group and 2 Code of Federal Regulation (CFR) 200.

HHS approves the use of the 10% De Minimis based on your certification that your organization has never received a negotiated indirect cost rate.

The 10% De Minimis rate must be applied consistently across all awards unless there are grant or statutory restrictions. Any changes which may affect the eligibility to use the rate must be reported to HHS within 30 days of the change (i.e., obtaining a federally or other state agency negotiated indirect cost rate).

HHS acknowledges the Indirect Cost Rate listed below:

Type of Rate	Indirect Cost Rate	Rate Effective Period
De Minimis	10% of the Modified Total Direct Cost	10/01/2020 to Indefinite

Acknowledgement of the rate is based on the condition that the information provided by your organization is accurate.

ATTACHMENT J

Dr. Richard A. Chamberlain
September 10, 2020
Page 2

If you have any additional questions, submit a Technical Assistance request via the [Subrecipient Landing Page](#).

Sincerely,

A handwritten signature in dark ink that reads "Racheal Kane". The script is cursive and fluid.

Racheal Kane | Federal Funds Director
Health and Human Services Commission
4900 N. Lamar Blvd. | Austin, Texas 78751
Office: (512) 424-6663 | Cell: (512) 466-4665
racheal.kane@hhsc.state.tx.us



TEXAS
Health and Human Services

ATTACHMENT J

Certificate of Indirect Costs

De Minimis Indirect Cost Rate

Section 1: Organization Information

Organization Name:	City of Laredo Health Department
Texas Identification Number (TIN):	74-6001573
Fiscal Year End Date: (mm/dd)	09/30
Address Line 1:	2600 Cedar
Address Line 2:	Laredo, TX 78041
Address Line 3:	
Phone Number:	(956) 795-4900

Section 2: Certification of *de minimis* Indirect Cost Rate

An award recipient that proposes to use federal grant funds to pay for indirect costs but has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of its modified total direct costs (MTDC) which may be used indefinitely. (2 CFR § 200.414) In order to charge a de minimis rate of 10% of its MTDC, the award recipient should submit this certification form to Contract Oversight and Support

I certify that the City of Laredo Health Department meets the following eligibility criteria and agrees to the following conditions in order to use the 10% de minimis indirect cost rate:

1. The award recipient has never received a federally or state negotiated indirect cost rate for any federal or state awards.
2. If the award recipient is a governmental entity, the award recipient has received less than \$35 million in direct federal funding for the fiscal year requested. A governmental award recipient will inform HHS any time more than \$35 million is anticipated to be received during a single fiscal year.
3. The award recipient will inform HHS upon submission of an indirect cost rate proposal to a federal or state awarding agency, or upon the receipt of a negotiated indirect cost rate from a federal or state awarding agency.
4. The de minimis rate approved will be applied to Modified Total Direct Cost (MTDC). This base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under

ATTACHMENT J



TEXAS
Health and Human Services

Certificate of Indirect Costs

De Minimis Indirect Cost Rate

Section 2: Certification of *de minimis* Indirect Cost Rate

the award); excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

5. The project costs will be consistently charged as either indirect or direct and will not be double charged or inconsistently charged as both.
6. The proper use and application of the de minimis rate is the responsibility of the award recipient. Health and Human Services may perform a financial monitoring review to ensure compliance with 2 CFR Part 200.

Signature:

Signature Date: 8/31/2020

Printed Name of Official:

Richard A. Chamberlain, DrPH(c), MPH, RS

Title of Official:

Interim Health Director

ATTACHMENT K
NOTICE TO PROCEED TEMPLATE FY XX

Contractor: (“Grantee”)
VIA Email to:

Re: Contract Nbr. Notice to Proceed FY XX

Dear :

The Health and Human Services Commission (“System Agency”) is pleased to announce a state award covering services outlined in Grantee’s Healthy Texas Women Cost Reimbursement Grant Agreement. Grantee is hereby authorized to provide services and bill System Agency for approved costs under System Agency Contract Nbr. (“Grant Agreement”) and in accordance with the grant award information outlined below.

The following grant award information is incorporated into the Grant Agreement by reference:

Number of Clients to be served	
Cost Per Client	
Fee for Service Funding	
Cost Reimbursement Funding	
Grantee Total Award Amount	
Grantee Award Begin Date	
Grantee Award End Date	
Award Attachments, which are incorporated into the Contract by reference	Example: Approved State Fiscal Year Categorical Budget

This Notice to Proceed is an official notice under your Grant Agreement and becomes part of your Contract file. Please contact your assigned contract manager, , at or if you have any questions or require assistance with this matter.

Sincerely,

Attachments:
Approved SFYXX Categorical Budget

Certificate Of Completion

Envelope Id: 28353C25-5AE0-49D0-9FE5-BF34E13EFA0D

Status: Sent

Subject: New \$1,514,400.00; HHS001545100029; City of Laredo; HHSC/CP SO/FHS/FCS

Procurement Number:

Source Envelope:

Document Pages: 534

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Texas Health and Human Services Commission

AutoNav: Enabled

1100 W. 49th St.

Envelopeld Stamping: Enabled

Austin, TX 78756

Time Zone: (UTC-06:00) Central Time (US & Canada)

PCS_DocuSign@hhsc.state.tx.us

IP Address: 167.137.1.10

Record Tracking

Status: Original

7/29/2025 10:39:35 AM

Holder: Texas Health and Human Services

Commission

Location: DocuSign

PCS_DocuSign@hhsc.state.tx.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: Texas Health and Human Services

Location: Docusign

Commission

Signer Events

Signature

Timestamp

Richard Chamberlain

rchamberla@ci.laredo.tx.us

Health Director

City of Laredo

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.135.47.6

Sent: 8/7/2025 12:10:53 AM

Viewed: 8/7/2025 8:24:50 AM

Signed: 8/7/2025 9:53:49 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Joseph W. Neeb

jneeb@ci.laredo.tx.us

City of Laredo

Security Level: Email, Account Authentication
(None)

Sent: 7/30/2025 11:27:53 PM

Resent: 8/7/2025 9:54:17 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Crystal Starkey

crystal.starkey@hhs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Amy Pedersen amy.pedersen@hhs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/30/2025 11:27:52 PM
FCS Contracts fcs_contracts@hhs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/30/2025 11:27:52 PM
Laura Recio lrecio1@ci.laredo.tx.us Health Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/30/2025 11:27:52 PM Viewed: 8/4/2025 9:18:08 AM
Julia I. Solis julia.solis@hhs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/30/2025 11:27:51 PM Viewed: 8/6/2025 9:46:44 AM
Janete Olague janete.olague01@hhs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/30/2025 11:27:52 PM Viewed: 7/31/2025 2:26:10 AM
Luis T. Cerda lcerda@ci.laredo.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/30/2025 11:27:53 PM Viewed: 7/31/2025 7:32:46 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/30/2025 11:27:53 PM
Envelope Updated	Security Checked	8/7/2025 12:10:52 AM
Envelope Updated	Security Checked	8/7/2025 12:10:52 AM
Envelope Updated	Security Checked	8/7/2025 12:10:52 AM
Envelope Updated	Security Checked	8/7/2025 12:10:52 AM
Envelope Updated	Security Checked	8/7/2025 12:10:52 AM

Payment Events	Status	Timestamps