



TEXAS

Health and Human Services

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

**OPEN ENROLLMENT (OE)
for
Federally Qualified Health Center Incubator Program**

OE No. HHS0012233

NIGP Class/Item No: 948/47

Date of Release: June 30, 2022

Response Due: December 31, 2022, 5:00pm Central Time

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SECTION 1. SCHEDULE OF EVENTS

Enrollment Period Opens (Posted to HHS OE Opportunities webpage)	<i>June 27, 2022</i>
Enrollment Period Closes (Final date for RECEIPT of Applications)	<i>December 31, 2022, 5:00 pm Central Time</i>
Anticipated Contract Start Date	The effective date of a Contract, if any, awarded to an Applicant will be determined at the sole discretion of DSHS.

Applications must be **received** by the Texas Department of State Health Services (DSHS) prior to the closing date as indicated in this Schedule of Events or as changed via an Addendum posted to the HHS Open Enrollment (OE) Opportunities webpage: <https://apps.hhs.texas.gov/pcs/openenrollment.cfm>. Every Applicant is solely responsible for ensuring its Application is received before the submission period closes. DSHS is not responsible for lost, misdirected, or late Applications.

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

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

Withdrawal of Application:

Applications may be withdrawn from consideration or amended at any time prior to the "Enrollment Period Closes" date by emailing a request to the Sole Point of Contact, Section 4.1.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

SECTION 2. OVERVIEW

2.1. INTRODUCTION

DSHS is an agency within the Texas Health and Human Services (HHS) system.

DSHS is seeking Applications to establish Contracts with eligible organizations for the Federally Qualified Health Center (FQHC) Incubator Program.

The goal of the FQHC Incubator Program is to provide grants to (i) FQHCs or FQHC Look-alikes to facilitate the expansion of available health services, and (ii) certain eligible non-profit organizations or governmental entities providing

Primary Care Services to assist in the completion of activities that strengthen the organization's application to become a FQHC or FQHC Look-alike (collectively, the "Goals").

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

2.2. LEGAL AUTHORITY

This OE is authorized by Texas Government Code Chapter 531 and Senate Bill 8, 87th Legislature, Third Special Session, 2021.

2.3. NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

DSHS does not guarantee any volume, usage, or compensation to be paid to any Contractor under any Contract resulting from this OE. Additionally, all Contracts resulting from this OE are subject to appropriations, the availability of funds, and termination.

SECTION 3. DEFINITIONS AND ACRONYMS

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

TERM	DEFINITION
Addendum	A written clarification or revision to this OE. All Addenda will be posted to the HHS OE Opportunities web page.
Application	All information and materials submitted by an Applicant in response to this Open Enrollment.
Applicant	Any person or entity that submits an Application in response to this OE.
Contract	Any Contract(s) awarded resulting from this OE.
Contractor (Provider)	Each Applicant, if any, awarded a Contract as a result of this Open Enrollment. May also be referred to as Provider. Unless the context clearly indicates otherwise, all terms and conditions of this OE and resulting Contract that refer to Applicant apply with equal force to Contractor (Provider).

TERM	DEFINITION
Federally Qualified Health Center (FQHC)	A Federally Qualified Health Center (FQHC) is a community-based health care center that receives funds from the Health Resources & Services Administration (HRSA) Health Center Program to provide high quality Primary Care Services to underserved populations consistent with Health Center Program requirements .
FQHC Look-alike	A FQHC Look-alike is a HRSA designated community-based health center that provides high quality Primary Care Services consistent with Health Center Program requirements to underserved populations. They do not receive Health Center Program funding but are eligible for other benefits from the HRSA.
HHS Agency	The Health and Human Services Commission (HHSC) and the DSHS may be identified separately as a 'HHS Agency' or collectively as the 'HHS Agencies' in this OE or any resulting Contract(s)
HHS Open Enrollment Opportunities	The HHS web page where OEs are posted: https://apps.hhs.texas.gov/pcs/openenrollment.cfm
HUB	A Historically Underutilized Business, as defined by Chapter 2161, Texas Government Code.
HUB Subcontracting Plan or HSP	The Historically Underutilized Business Subcontracting Plan (HSP) required by Chapter 2161 of the Texas Government Code for contracts with an expected value of \$100,000 or more and where subcontracting opportunities have been determined to be probable.
Health Resources and Services Administration (HRSA)	The Federal agency that oversees the Health Center Program (including FQHCs and FQHC Look-alikes).
Open Enrollment (OE)	This document, including all exhibits, attachments, and addenda, as applicable, posted on the OE Opportunities webpage.
Primary Care Services	For the purposes of this OE, Primary Care Services are defined by the required primary health services listed in Section 330(b)(1) of the Public Health Service Act , per the Health Center Program Compliance Manual published by HRSA.
Statement of Work	The description of services and deliverables in this OE that the Contractor (Provider) is required to provide under the Contract.

SECTION 4. GENERAL INFORMATION

4.1. SOLE POINT OF CONTACT

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

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

Mimi Alegria, CTCM

Contract Manager

Email: FQHCIncubator.Contracts@dshs.texas.gov

Applications must be submitted only to the above email address.

Do not contact other HHS Agency personnel regarding this OE.

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

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

4.2. CHANGES, MODIFICATIONS AND CANCELLATION

4.2.1 GENERAL

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

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

4.2.1. ADVERTISEMENT OF CHANGES, MODIFICATIONS, OR CANCELLATION

If DSHS determines that the OE needs to be changed or modified, either an Addendum will be posted on the OE Opportunities webpage or the OE will be canceled. The action to be taken will be determined at the sole discretion of DSHS. Furthermore, if the OE will be canceled, DSHS will determine, in its sole discretion, if a new OE will be posted.

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

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

4.3. OFFER PERIOD

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

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

4.4. COSTS INCURRED

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

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

4.5. OE QUESTIONS OR CLARIFICATIONS

4.5.1. QUESTIONS AND REQUESTS FOR CLARIFICATION

Written questions and requests for clarification regarding this OE are permitted if submitted by e-mail to the Sole Point of Contact, Section 4.1.

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

sole discretion of DSHS. Furthermore, if the OE will be canceled, DSHS will determine, in its sole discretion, if a new OE will be posted.

4.5.2. QUESTION AND CLARIFICATION FORMAT

Questions and requests for clarification must include the following information:

- a. the OE Number (HHS0012233)
- b. the question or request for clarification, providing the following information:
 - OE language, topic, section heading
 - Section, Paragraph and Page number(s), or Exhibit/Attachment

The requestor must provide the following contact information:

- Legal Business Name
- Legal Business Representative Name
- Phone Number
- E-Mail address

4.5.3. AMBIGUITY, CONFLICT, DISCREPANCY

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

Each Applicant submits its Application at its own risk.

If an Applicant fails to properly and timely notify the Sole Point of Contact, Section 4.1, of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the OE, the Applicant, whether awarded a Contract or not:

- a. shall have waived any claim of error or ambiguity in the OE and any resulting contract,
- b. shall not contest the interpretation by DSHS of such provision(s), and
- c. shall not be entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

SECTION 5. HUB SUBCONTRACTING PLAN (HSP) REQUIREMENTS

It is the policy of HHS to promote and encourage contracting and subcontracting opportunities for State of Texas-certified Historically Underutilized Businesses (HUBs) in

all contracts in compliance with [Chapter 2161 of the Texas Government Code](#) and [Title 34, Part 1, Chapter 20, Subchapter D, Division 1 of the Texas Administrative Code](#).

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

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

SECTION 6. CONTRACT TERM

6.1. TERM OF CONTRACT

DSHS may award one or more Contracts under this OE.

Any Contract resulting from this OE will be effective on the signature date of the latter of the Parties to sign the agreement and will expire on August 31, 2023 unless terminated earlier pursuant to the terms and conditions of the Contract.

6.2. EXTENSION OPTION

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

SECTION 7. MINIMUM QUALIFICATIONS

7.1. GENERAL

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

7.2. ELIGIBILITY CRITERIA

- A. Applicant must meet the requirements of one of the following eligibility categories. Applicant must indicate in its Application which of the two eligibility categories (each a "Category") is applicable to its organization.

ELIGIBILITY CATEGORIES:

1. **Category 1: Existing FQHCs and FQHC Look-alikes**

- a. Existing FQHCs and certified FQHC Look-alikes are eligible to apply for a Contract.
- b. Applicants in this category may apply for a maximum of \$300,000 (approximately 60 Contracts will be awarded).
- c. Applicant must provide as part of its Application the following in accordance with **Form E, Organizational Category Form**:
 - i. Existing FQHCs: A copy of Applicant's HRSA FQHC designation as an existing FQHC along with current federal Notice of Award (NOA). If any conditions exist on the NOA, include documentation that indicates work has been completed or is on-going to remove the condition(s).
 - ii. Existing FQHC Look-alikes: A copy of the Applicant's HRSA FQHC Look-alike designation. If any conditions exist on the designation, include documentation that indicates work has been completed or is on-going to remove the condition(s).
 - iii. All Applicants must submit Copies of By-Laws, Mission Statement, Board of Directors Membership Roster, and a current Organizational Chart (as applicable).

2. **Category 2: Other Eligible Organizations**

- a. A non-profit organization or governmental entity that is not a FQHC or FQHC Look-alike but meets the below requirements is eligible to apply for a Contract.
- b. Applicants in this category may apply for a maximum of \$170,000 (approximately eight Contracts will be awarded).
- c. Applicant must provide as part of its Application the following in accordance with **Form E, Organizational Category Form**:
 - i. An indication of its status as a domestic private non-profit entity or a governmental entity located within the State of Texas.
 - ii. Confirmation that Applicant is open and able to provide Primary Care Services to all populations in a Medically Underserved Area (MUA) or Medically Underserved Population (MUP) for at least 10 hours per week. Applicant must sign and submit **Form F, Attestation of Primary Care Clinical Hours**, to confirm that the Applicant meets this requirement.
 - iii. Copies of By-Laws, Mission Statement, and Board of Directors Membership Roster, and a current Organizational Chart (as applicable).
 - iv. Provide a list of each service location and include the following at a minimum:
 1. Location Name
 2. Physical Address
 3. Phone Number
 4. E-mail Address

5. Health care services offered in addition to Primary Care Services (if applicable). For example, if mental health care services are provided, list that here.
- v. A description of the Applicant's current service area that includes a map of the service area utilizing the HRSA Uniform Data System (UDS) mapper tool:
<https://data.hrsa.gov/tools/data-reporting>.
- vi. If the specified MUA or MUP in the Applicant's service area is currently being served by another FQHC or FQHC Look-alike, or is located within five (5) miles from another FQHC or FQHC Look-alike (which can be determined utilizing the HRSA Uniform Data System (UDS) mapper tool:
<https://data.hrsa.gov/tools/data-reporting>), then Applicant must submit one of the following:
 1. A letter of support from the FQHC or the FQHC Look-alike that is located within five (5) miles of the site for the Application; OR
 2. A letter of explanation as to why additional health services are necessary to meet the unmet needs in the community and the plan for collaboration with the current FQHC or FQHC Look-alike.
- B. Applicant must provide as part of its Application all documentation necessary to demonstrate to the satisfaction of DSHS that Applicant meets one of the Category requirements above.
- C. If Applicant is currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs, Applicant is ineligible to apply for funds under this OE.

7.3. DRAFT WORKPLAN

7.3.1. INTRODUCTION

At the time of submission, Applicants shall provide with its Application a draft workplan (in the form of **Form G, Workplan Template: FQHC Incubator Program**) (a "Draft Workplan"). DSHS may request additional information and clarification regarding the Draft Workplan. DSHS must approve the Draft Workplan prior to Contract award.

7.3.2. DRAFT WORKPLAN REQUIREMENTS

- A. Indicate all the requested Funding Opportunities that Contractor desires to receive funding for under a Contract.
- B. For each selected Funding Opportunity, Contractor must:

- a. Describe in detail how Contractor will implement the Funding Opportunity.
- b. Specify the requested amount of funding up to the maximum amount indicated for the respective Funding Opportunity.
- c. Describe Contractor's anticipated costs associated with implementation.
- d. Describe how the planned activities will either:
 - i. Expand an existing FQHC or FQHC Look-alike; or
 - ii. Enhance a future planned application to be a FQHC or FQHC Look-alike.
- e. Provide a summary of any additional funding outside of the Contract that Contractor intends to use towards the identified activities.
- f. Describe how Applicant will complete the deliverables for the Funding Opportunity by August 31, 2023.
- g. If Applicant selects the Staffing Funding Opportunity, the Draft Workplan must include the following information in the Staffing Funding Opportunity subsection:
 - i. Describe with specificity how Contractor will use the funds to (i) increase the hours of existing employees or contractors or (ii) hire new employees or contractors.
 - ii. Describe each position's job duties, expected work hours, estimated annual salary (include per hour rate if applicable to the position) and the clinical location(s) where they would provide services.
 - iii. Contractor must submit (i) a current organizational chart that describes the current positions and (ii) a proposed organizational chart that incorporates the new positions funded under the Contract.
- h. If Applicant selects the Capital Improvement Funding Opportunity, the Draft Workplan must include the following information in the Capital Improvement Funding Opportunity subsection:
 - i. Describe the expansion activities to be funding pursuant to this Funding Opportunity and demonstrate how each expansion activity will expand clinical services. Expansion activities may include, but are not limited to, purchasing equipment (such as telehealth equipment), renovation of an existing clinical site, or building a new clinical site.
 - ii. If construction is planned, describe the scope of work in detail and the site of the work (for example leased space versus new construction) and the timelines and budgets for the construction.
 - iii. Detail the sources of funding for the project and, if estimated project costs are above the maximum allowable amounts by the Contract, demonstrate that Contractor has the additional funding necessary to complete the project.
 - iv. If purchasing equipment, describe in detail the items planned for purchase and estimated costs associated with the items.

- v. If items are being purchased specifically for telehealth services (either to enhance current telehealth services or to expand services), describe how the purchase of such items would enhance or expand telehealth services.
- vi. All deliverables must be completed by August 31, 2023. The Draft Workplan must include specific timelines for construction or purchases that prove the feasibility of the planned activities in the time allotted.
- i. Describe in detail how, if Applicant were awarded a Contract, Applicant would utilize the initial \$20,000 awarded upon DSHS’s approval of a Final Workplan (the “Initial Funds”) and indicate under which of Applicant’s selected Funding Opportunities such activities would be permitted.
 - i. Initial Funds can only be used towards the Funding Opportunities selected in the Draft Workplan and must be used for activities described in the Funding Opportunity sections in the Draft Workplan.
 - ii. For the avoidance of doubt, Initial Funds are part of, and are not in addition to, the funding amounts requested in the Draft Workplan. For example:
 1. In its Draft Workplan Applicant requests \$300,000 in total funding: \$150,000 under the Capital Improvement Funding Opportunity to create an additional exam room at its clinical site and \$150,000 under the Staffing Funding Opportunity to hire two full-time staff members.
 2. Applicant would indicate in its Draft Workplan that the “Initial Funds” of \$20,000 (which would be awarded upon approval of a Final Workplan) would be used to (I) pay an architect \$8,000 for the capital improvement project and (II) pay \$12,000 for the first month’s salary of the two new staff members identified in the Staffing Funding Opportunity subsection of the Draft Workplan once hired.
 3. The Initial Funding amounts would be deducted from the amounts available for the applicable Funding Opportunities, in this example leaving \$142,000 for the Capital Improvement Funding Opportunity and \$138,000 for the Staffing Funding Opportunity.

SECTION 8. STATEMENT OF WORK

8.1. PROJECT OVERVIEW

FQHCs and FQHC Look-alikes provide essential health services to underserved and un-insured Texans. Expanding services provided by these organizations improves the ability

of those with low-income to access necessary health services, especially in light of the economic consequences of the COVID-19 pandemic faced by many Texans.

Senate Bill 8, 87th Legislature, Third special session, 2021, directed DSHS to re-establish the FQHC Incubator Program.

Funds must be used to meet program expectations necessary to meet the applicable Goal as described in Section 2.1.

Contracts will be awarded on a first come-first served basis up to the total amount of available funding, which is projected to be \$19.3 million. Applicants must propose projects where all project deliverables can be completed by **August 31, 2023** in order to receive funding. DSHS does not guarantee Contractor an award for the amount requested by a Contractor under this OE. Only those requests that are reasonable and appropriate as determined by DSHS will be granted.

8.2. STATEMENT OF WORK TO BE CONDUCTED

A. Contractor Responsibilities

1. Contractor must submit to DSHS all deliverables associated with selected Funding Opportunities as required by the Contract.
2. Contractor may be reimbursed by DSHS up to the award amount indicated in the Final Workplan for approved activities based on Contractor's Category type and Contractor's demonstrated successful achievement of deliverables.
3. Contractor must maintain documented expenditures relating to the Contract. Such documentation will be used in part to support reimbursement of Contractor's expenditures.
4. A Contract cannot exceed the identified maximum funding for each Category type and will be subject to the availability of state funds.
5. Contractor's requested funding should not be the only source of funds or resources for the proposed activities.
6. Funding awarded to Contractor under the Contract must not overlap with funding from other sources (such as other DSHS grant program or federal programs).
7. Contractor must submit additional information to DSHS as may be requested to be eligible to receive funding.
8. Contractor must submit a monthly status report (see **Appendix E, FQHC Incubator Monthly Progress Report**) by the 10th calendar day of each month to inform DSHS of progress on its selected Funding Opportunities for the previous month.
9. Contractor must submit a Final Report to DSHS (see **Appendix F, FQHC Incubator Final Report**) within 60 calendar days after Contract termination date to detail activities conducted with funding under the Contract.

10. Other specific performance criteria are listed below (Section 8.4).
 11. Contractor is strongly encouraged to apply for any additional HRSA funding or benefits that they would qualify for during the term of the Contract, such as New Access Point Funding, Service Area Competition funding, Look-Alike status, or any other HRSA supported grants. If Contractor submits such an application, Contractor must submit a copy of the application to DSHS by email: FQHCIncubator.contracts@dshs.texas.gov.
 12. If Contractor's Category changes during the term of the Contract Contractor must notify DSHS immediately in writing of such change.
 13. The Parties may amend the Contract and/or the Final Workplan in writing as necessary in accordance with the terms of the Contract.
- B. DSHS Responsibilities
1. DSHS must approve a deliverable prior to the payment of any funds for such deliverable under the Contract.
 2. DSHS may require Contractor to provide additional information as deemed necessary by DSHS in connection with DSHS's review of a deliverable.
 3. DSHS may reimburse Contractor up to the total award amount indicated in the Final Workplan for approved activities based on Contractor's demonstrated successful achievement of deliverables.
- C. Deliverables.
1. **Final Workplan**
 - i. Contractor must submit a final workplan in the form of **Form G, Workplan Template: FQHC Incubator Program** to DSHS on or before 30 calendar days after the Contract Effective Date (the "Final Workplan").
 - ii. The Final Workplan must:
 1. Indicate all the requested Funding Opportunities that Contractor desires to receive funding for under the Contract.
 2. For each selected Funding Opportunity, Contractor must:
 - a. Describe in detail how Contractor will implement the Funding Opportunity.
 - b. Specify the requested amount of funding up to the maximum amount indicated for the respective Funding Opportunity.
 - c. Describe Contractor's anticipated costs associated with implementation.
 - d. Describe how the planned activities will either:
 - i. Expand an existing FQHC or FQHC Look-alike; or
 - ii. Enhance a future planned application to be a FQHC or FQHC Look-alike.
 - e. Provide a summary of any additional funding outside of the Contract that Contractor intends to use towards the identified activities.
 - f. Describe how Contractor will complete the deliverables for the Funding Opportunity by August 31, 2023.

- g. If Contractor selects the Staffing Funding Opportunity, the Final Workplan must include the following information in the Staffing Funding Opportunity subsection:
 - i. Describe with specificity how Contractor will use the funds to (i) increase the hours of existing employees or contractors or (ii) hire new employees or contractors.
 - ii. Describe each position's job duties, expected work hours, estimated annual salary (include per hour rate if applicable to the position) and the clinical location(s) where they would provide services.
 - iii. Contractor must submit (i) a current organizational chart that describes the current positions and (ii) a proposed organizational chart that incorporates the new positions funded under the Contract.
- h. If Contractor selects the Capital Improvement Funding Opportunity, the Final Workplan must include the following information in the Capital Improvement Funding Opportunity subsection:
 - i. Describe the expansion activities to be funding pursuant to this Funding Opportunity and demonstrate how each expansion activity will expand clinical services. Expansion activities may include, but are not limited to, purchasing equipment (such as telehealth equipment), renovation of an existing clinical site, or building a new clinical site.
 - ii. If construction is planned, describe the scope of work in detail and the site of the work (for example leased space versus new construction) and the timelines and budgets for the construction.
 - iii. Detail the sources of funding for the project and, if estimated project costs are above the maximum allowable amounts by the Contract, demonstrate that Contractor has the additional funding necessary to complete the project.
 - iv. If purchasing equipment, describe in detail the items planned for purchase and estimated costs associated with the items.
 - v. If items are being purchased specifically for telehealth services (either to enhance current

- telehealth services or to expand services), describe how the purchase of such items would enhance or expand telehealth services.
- vi. All deliverables must be completed by August 31, 2023. The Final Workplan must include specific timelines for construction or purchases that prove the feasibility of the planned activities in the time allotted.
3. Describe in detail how Contractor will utilize the initial \$20,000 awarded to Contractor upon DSHS's approval of Contractor's Final Workplan (the "Initial Funds") and indicate under which of Contractor's selected Funding Opportunities such activities will be permitted.
- a. Initial Funds can only be used towards the Funding Opportunities selected by Contractor in its Final Workplan and must be used for activities described in the Funding Opportunity subsections in the Final Workplan.
 - b. For the avoidance of doubt, Initial Funds are part of, and are not in addition to, the funding amounts requested in the Final Workplan. For example:
 - i. In its Final Workplan Contractor requests \$300,000 in total funding: \$150,000 under the Capital Improvement Funding Opportunity to create an additional exam room at its clinical site and \$150,000 under the Staffing Funding Opportunity to hire two full-time staff members.
 - ii. Contractor would indicate in its Final Workplan that the "Initial Funds" of \$20,000 (which would be awarded to Contractor upon approval of its Final Workplan) would be used to pay (1) an architect \$8,000 for the capital improvement project and (2) pay \$12,000 for the first month's salary of the new staff members identified in the Staffing Funding Opportunity subsection of the Final Workplan once hired.
 - iii. The Initial Funding amounts would then be deducted from the amounts available for the applicable Funding Opportunities, in this example leaving Contractor with \$142,000 for its Capital Improvement Funding Opportunity and \$138,000 for its Staffing Funding Opportunity.
- iii. DSHS must approve the Final Workplan prior to the payment of any funds under the Contract.

- iv. Any modifications to an approved Final Workplan must be approved in writing by DSHS before such changes are effective.

2. **Technical Assistance Activities Funding Opportunity**

- i. If Contractor requests funding under the Technical Assistance Activities Funding Opportunity, Contractor must provide DSHS with a completed Technical Assistance Activities list in the form of **Appendix A, Technical Assistance Activities** to DSHS on or before 60 calendar days after the Contract Effective Date.
- ii. The Technical Assistance Activities list must:
 - 1. Specify the specific conferences, trainings, workshops, professional organization memberships, or materials (for example, the Texas Association of Community Health Centers Compliance and Performance Improvement Manual) that Contractor staff will attend or purchase utilizing funds from this Funding Opportunity and the estimated costs for attendance or purchase.
 - 2. Specify the dates and times of each conference, training, or workshops if applicable.
 - 3. Include a description of which staff members (including their roles within the organization) that will attend.
 - 4. Indicate whether there is any other source(s) of funding that Contractor has secured to assist with the cost of attendance.
 - 5. Describe how the planned activities will either:
 - a. Expand an existing FQHC or FQHC Look-alike; or
 - b. Enhance a future planned application to be a FQHC or FQHC Look-alike.
- iii. All conferences, trainings, workshops, materials, or memberships must be related to FQHC Development, Telehealth Implementation or Optimization, Practice Optimization, or other activities that will improve the ability of staff members to optimize the operations and management of Contractor. All activities must benefit and enhance the skills of the staff who attend.
- iv. DSHS must approve the Technical Assistance Activities list (see **Appendix A, Technical Assistance Activities**) prior to the payment of funds pursuant to this Funding Opportunity under a Contract.

3. **Developmental Funding Opportunity**

- i. If Contractor requests funding under the Developmental Funding Opportunity, Contractor must provide DSHS with a completed **Developmental Funding Activities** form in the form of **Appendix B** on or before 180 calendar days after the Contract Effective Date.
- ii. The **Developmental Funding Activities** form must:

1. Describe what services and materials Contractor will purchase utilizing funds awarded pursuant to this Funding Opportunity.
 - a. Such purchased services (including contracted services) or materials must assist the FQHC or FQHC Look-alike or eligible non-profit organization or governmental entity in further development of its organization to enhance its ability to receive additional HRSA funding.
 - b. Examples of potential activities include purchasing materials to assist in policy or procedure development, conferences, trainings, workshops, professional organization memberships, contracting for grant writing services, contracting for legal consultation services, or contracting for business or marketing plans.
2. Describe how the planned activities will either:
 - a. Expand an existing FQHC or FQHC Look-alike; or
 - b. Enhance a future planned application to be a FQHC or FQHC Look-alike.
- iii. Contractor cannot utilize funds awarded under this Funding Opportunity for the purchase of staffing services. Such services must be purchased pursuant to the Staffing Funding Opportunity.
- iv. DSHS must approve the Developmental Funding Activities (see **Appendix B, Developmental Funding Activities**) prior to the payment of funds pursuant to this Funding Opportunity under a Contract.

4. **Staffing Funding Opportunity**

- i. If Contractor requests funding under the Staffing Funding Opportunity, Contractor must provide DSHS with three periodic staffing reports in the form of **Appendix C, Staffing Report** to DSHS.
- ii. Use of Funds
 1. All employees or contractors funded in whole or in part by the Contract must directly work for Contractor in the provision of patient care or in clinic oversight or management roles.
 2. The funds under this Funding Opportunity must exclusively be utilized to support the positions described in the Final Workplan.
 3. Any funds not utilized by August 31, 2023, must be returned to DSHS or the final voucher will be reduced to offset any unexpended funds.
 4. The funds under this Funding Opportunity must not be used to pay or hire consultants (such as legal services).
- iii. **Initial Staffing Report**

1. Contractor must provide DSHS with an Initial Staffing Report on or before 90 calendar days after the Contract Effective Date.
 2. The Initial Staffing Report must contain specific details as required by **Appendix C**, including the number of interviews conducted, offers made by Contractor, and positions filled since the Final Workplan was approved.
 3. Contractor must submit a current organizational chart that includes the new positions added (if applicable).
 4. DSHS must approve the Initial Staffing Report prior to the payment of funds pursuant to this Funding Opportunity under a Contract. Such payment may be up to 20% of award amount indicated in Contractor's approved Final Workplan.
- iv. **Mid-Year Staffing Report**
1. Contractor must provide DSHS with a Mid-Year Staffing Report on or before 180 calendar days after the Contract Effective Date.
 2. The Mid-Year Staffing Report must contain specific details as required by **Appendix C**, including the number of interviews conducted, offers made by Contractor, and positions filled since the Final Workplan was approved.
 3. Contractor must submit a current organizational chart that includes the new positions added (if applicable).
 4. DSHS must approve the Mid-Year Staffing Report prior to the payment of funds pursuant to this Funding Opportunity under a Contract. Such payment may be up to 40% of award amount indicated in Contractor's approved Final Workplan.
- v. **End of Year Staffing Report**
1. Contractor must provide DSHS with an End of Year Staffing Report on or before August 31, 2023.
 2. The End of Year Staffing Report must contain specific details as required by **Appendix C**, including all offers made by Contractor and all positions filled during the term of the Contract.
 3. Contractor must submit a current organizational chart that includes all positions added pursuant to the Contract.
 4. DSHS must approve the End of Year Staffing Report prior to the payment of funds pursuant to this Funding Opportunity under a Contract. Such payment may be up to 40% of award amount indicated in Contractor's approved Final Workplan.
5. **Capital Improvement Funding Opportunity**
- i. If Contractor requests funding under the Capital Improvement Funding Opportunity, Contractor must provide DSHS periodic

- progress reports in the form **Appendix D, Capital Improvement Progress Report** to DSHS.
- ii. Only current FQHCs and FQHC Look-alikes are eligible for this Funding Opportunity.
 - iii. If selected, Contractor must adhere to the Davis-Bacon Act for any plans that include new construction.
 - iv. **Capital Improvement Initial Progress Report**
 1. Contractor must provide DSHS with a Capital Improvement Initial Progress Report on or before 90 calendar days after the Contract Effective Date.
 2. The Capital Improvement Initial Progress Report must:
 - a. Describe Contractor's progress under this Funding Opportunity.
 - b. Provide specific details (see **Appendix D, Capital Improvement Progress Report**) and dates of all work that has been initiated or completed to date.
 - c. Demonstrate how all work is on track to be completed before August 31, 2023.
 3. DSHS must approve the Capital Improvement Initial Progress Report prior to the payment of funds pursuant to this Funding Opportunity under a Contract. Such payment may be up to 40% of award amount indicated in Contractor's approved Final Workplan.
 - v. **Capital Improvement Mid-Year Progress Report**
 1. Contractor must provide DSHS with a Capital Improvement Mid-Year Progress Report on or before 180 calendar days after the Contract Effective Date.
 2. The Capital Improvement Mid-Year Progress Report must:
 - a. Describe Contractor's progress under this Funding Opportunity.
 - b. Provide specific details (see **Appendix D, Capital Improvement Progress Report**) and dates of all work that has been initiated to date.
 - c. Demonstrate how all work is on track to be completed before August 31, 2023.
 3. DSHS must approve the Capital Improvement Mid-Year Progress Report prior to the payment of funds pursuant to this Funding Opportunity under a Contract. Such payment may be up to 30% of award amount indicated in Contractor's approved Final Workplan.
 - vi. **Capital Improvement Final Progress Report**
 1. Contractor must provide DSHS with a Capital Improvement Final Progress Report on or before August 31, 2023.
 2. The Capital Improvement Final Progress Report must describe in detail all completed work completed pursuant to this Funding Opportunity.

3. DSHS must approve the Capital Improvement Final Progress Report prior to the payment of funds pursuant to this Funding Opportunity under a Contract. Such payment may be up to 30% of award amount indicated in Contractor's approved Final Workplan.

8.3. DSHS CONTRACT ADMINISTRATION

DSHS will designate a Contract Manager and provide the Contract Manager's information to the Contractor.

After the award of a Contract, all communications related to the awarded Contract will be processed through the designated Contract Manager. Additional requirements apply to legal notices which must be provided to the HHS Chief Counsel as well as the Contract Manager.

8.4. PERFORMANCE CRITERIA

8.4.1. GENERAL

DSHS will look solely to the Contractor for the performance of all contractual obligations resulting from an award based on this OE.

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

8.4.2. SPECIFIC PERFORMANCE STANDARDS

Contractor shall comply with all obligations and duties under the Contract. In addition, Contractor shall adhere to the following performance standards:

1. Contractor must meet all deliverables and provide all documentation necessary in accordance with the Contract.
2. Contractor must submit all monthly reports and the Final Report by the due date established by DSHS.

8.5. CONTRACTOR PERSONNEL PERFORMANCE

- A. Contractor shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them.
- B. Contractor shall at all times employ sufficient personnel to carry out functions and services in the manner and time prescribed by the Contract.
- C. Contractor shall be responsible for the acts and omissions of the Contractor's employees, agents (including, but not limited to, lobbyists), and subcontractors and shall enforce strict discipline among Contractor's employees, agents (including, but not limited to, lobbyists), and subcontractors performing the services under the Contract.
- D. DSHS, at its sole discretion, may request in writing the immediate removal of any Contractor personnel or subcontractor personnel from the services being provided under the Contract. Upon such request, Contractor shall immediately remove the subject personnel and submit in writing to DSHS, within 10 calendar days of DSHS's request for removal, confirmation of the removal and assurance of continued, compliant Contract performance.

8.6. NOTICE OF CRIMINAL ACTIVITY

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

- a. Have not engaged in any activity that does or could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; and
- b. Have not been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program, or sex crime.

This is a continuing disclosure requirement; prior to Contract award, if any, Applicants must notify the DSHS Sole Point of Contact within five (5) calendar days of the date Applicant learns of actions set forth in subsections (a) and (b) above. Additionally, this is a continuing disclosure requirement for each Contractor, during the term of the Contract, to immediately report, in writing, to the DSHS contract manager when Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Contractor, or any of Contractor's agents, employees, subcontractors or volunteers has: engaged in any activity that does or could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or been placed on community

supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to the involvement in any financial matter, federal or state program, or sex crime.

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

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

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

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

8.7. NOTICE OF INSOLVENCY OR INDEBTEDNESS

At the time of submission, Applicants shall provide with the Application detailed written descriptions of any insolvency, incapacity, and outstanding unpaid obligations of Applicant owed to the Internal Revenue Service (IRS) or the State of Texas, or any agency or political subdivision of the State of Texas. This is a continuing disclosure requirement; prior to Contract award, if any, Applicants must notify the DSHS Sole Point of Contact within five (5) calendar days of the date Applicant learns of such financial circumstances after submission of the Application. Additionally, Contractors are under a continuing obligation to notify the DSHS contract manager, as applicable, within five (5) calendar days of the date Contractor learns of such financial circumstances after Contract award.

8.8. INVOICE REQUIREMENTS AND PAYMENT

8.8.1. INVOICE REQUIREMENTS

Contractor shall submit to DSHS detailed and accurate invoice(s) which include the information below. Each invoice must be submitted by e-mail, using the State of Texas Purchase Voucher (Form B-13) located at <https://www.dshs.state.tx.us/grants/forms.shtm> and not later than 30 calendar days after completion of each deliverable.

The by e-mail address for submitting an invoice is: invoices@dshs.texas.gov and to CMSInvoices@dshs.texas.gov.

The invoice shall include, at a minimum:

- a. Contractor's Name;
- b. Remit to Address;
- c. Federal ID or Texas CPA Payee ID;
- d. Accounts Receivable telephone number;
- e. Contract and/or Purchase Order number;
- f. Identification of services provided; and
- g. Deliverable date(s).

No payment will be made under the Contract without submission of detailed, accurate invoices submitted as outlined and approved by DSHS. Final invoices must be submitted on or before 30 calendar days after the Contract has ended.

8.8.2. PAYMENT

Contracts awarded under this OE will be paid based on the completion of deliverables and associated payment amounts listed in the Contract Statement of Work. Completion and verification of each project deliverable must be achieved, as determined by DSHS in its sole discretion, before payment will be remitted. All deliverables must be completed by August 31, 2023.

8.9. TERMS AND CONDITIONS

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

Any term, condition, or other part of an Applicant's Application that has been rejected by DSHS, that is not accepted in writing by DSHS, or that conflicts with applicable law, this OE, any resulting Contract, or applicable terms and conditions will not constitute part of the Contract.

8.10. STANDARDS OF CONDUCT FOR VENDORS

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

HHSC Executive Commissioner and must be at least as restrictive as those applicable to HHS personnel in the applicable ethics law and policy provisions.

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

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

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

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

SECTION 9. INSURANCE

9.1. MALPRACTICE INSURANCE

For the full term of the Contract, Contractor shall maintain malpractice coverage in no less than the minimum amounts required by the State of Texas for all medical staff working for Contractor who may be subject to malpractice claims arising out of their employment. Contractor will provide DSHS with a description of that coverage and its limitations in a form satisfactory to DSHS as requested and will notify DSHS immediately in writing if any changes are made.

9.2. CONTRACTOR INSURANCE

Contractor and each subsidiary must maintain in full force and effect insurance coverage that is customary for comparably situated companies for the business being conducted and properties owned or leased by Contractor and each subsidiary, and Contractor believes such insurance coverage to be adequate against all liabilities, claims and risks against which it is customary for comparably situated companies to insure. Contractor shall not materially reduce the insurance coverages and will notify DSHS immediately in writing if any changes are made.

SECTION 10. PERMITS, LICENSES, AND CERTIFICATIONS

Contractor is required to maintain all required permits, licenses, and certifications for the business throughout the term of the Contract. Contractor and Contractor's personnel and subcontractors, if any, must also maintain individual required permits,

licenses, and certifications during the term of the Contract. Contractor is responsible for ensuring all Contractor staff and subcontractors, if any, hold current, valid, and applicable licenses and/or certifications in good standing. Contractor shall provide copies of licenses and/or certifications at DSHS's request.

SECTION 11. CONFIDENTIAL OR PROPRIETARY INFORMATION

11.1. PUBLIC INFORMATION ACT

Applicant Requirements Regarding Disclosure

Applications and Contracts are subject to the Texas Public Information Act (PIA), Texas Government Code [Chapter 552](#), and may be disclosed to the public upon request. Other legal authority also requires HHSC to post certain contracts and Applications on HHSC's website and to provide such information to the Legislative Budget Board for posting on its website.

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

a. **Mark Original Application:**

- (1) Mark the original Application, on the top of the front page, the words "CONTAINS CONFIDENTIAL INFORMATION" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger); and
- (2) Identify, adjacent to each portion of the Application that Applicant claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the original Application);

b. **Certify in Original Application - HHS Solicitation Affirmations**

(attached as Exhibit A to this OE): certify, in the designated section of the HHS Solicitation Affirmations, Applicant's confidential information assertion and the filing of its PIA Copy; and

c. **Submit PIA Copy of Application:** submit a separate "Public Information Act Copy" of the original Application (in addition to the original and all copies otherwise required under the provisions of this OE). The PIA Copy must meet the following requirements:

- (1) The copy must be clearly marked as "Public Information Act Copy" on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);
- (2) Each portion Applicant claims is exempt from public disclosure must be redacted; and
- (3) Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in subsection (c) of this section must be identical to those set forth in the original Application as required in section a.(2), above. The only

difference in required markings and information between the original Application and the "Public Information Act Copy" of the Application will be redactions - which can only be included in the "Public Information Act Copy." There must be no redactions in the original application.

By submitting an Application to this OE, Applicant agrees that, if Applicant does not mark the original Application, provide the required certification in the HHS Solicitation Affirmations, and submit the PIA Copy, Applicant's Application will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the PIA, posted on HHSC's and/or DSHS's public website, and posted on the Legislative Budget Board's website.

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

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

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

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

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, refer to the *Public Information Act Handbook* published by the Office of the Texas Attorney General, or contact the attorney general's Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). The *Public Information Act Handbook* may be accessed at:

<https://www.texasattorneygeneral.gov/open-government/members-public>

11.2. APPLICANT WAIVER – INTELLECTUAL PROPERTY

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

SECTION 12. BINDING OFFER

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

SECTION 13. REQUIRED APPLICATION DOCUMENTS

Documentation Required for Submission All documentation listed must be returned for a complete Application. Provide the documentation in the same sequence as outlined below by using the Item number(s) and title(s) as necessary.
1. Exhibit A – HHS Solicitation Affirmations Version 3.2 Must be completed and signed. Important Note: Applications received without the signed Exhibit A will be disqualified.
2. Exhibit B – HHS Uniform Terms and Conditions – Vendor – Version 3.2 For reference
3. Exhibit C – Federal Assurances, Non-Construction Must be completed and signed if not doing construction or renovations
4. Exhibit D – Federal Assurances, Construction Must be completed and signed if doing construction or renovations
5. Exhibit E – Certification Regarding Lobbying Must be completed and signed

<p>6. Exhibit F – Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification Must be completed and signed</p>
<p>7. Form A - Face Page Must be completed and signed</p>
<p>8. Form B - Open Enrollment Application Checklist Must be completed</p>
<p>9. Form C - Contact Person Information Form Must be completed</p>
<p>10. Form D - Vendor Information Form Must be completed and signed</p>
<p>11. Form E - Organizational Category Form Must be completed by selecting applicable category and providing all requested information</p>
<p>12. Form F - Attestation of Primary Care Clinical Hours Must be completed and signed</p>
<p>13. Form G - Workplan Template: FQHC Incubator Program Must be completed as applicable</p>
<p>14. Statement of Work – Reference Section 8.2 Provide the Applicant’s approach to meeting the requirements of the Statement of Work including any other requirements of this OE.</p>
<p>15. Notice of Criminal Activity – Reference Section 8.6 Provide confirmation that the Applicant, any person with ownership or controlling interest, its agent, employee, subcontractor or volunteer who will be providing the required services are not:</p> <ul style="list-style-type: none"> a. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or b. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program, or sex crime.
<p>16. Notice of Insolvency or Indebtedness – Reference Section 8.7 Provide with the Application detailed written descriptions of any insolvency, incapacity, and outstanding unpaid obligations of Applicant owed to the IRS or the State of Texas, or any agency or political subdivision of the State of Texas.</p>
<p>17. Public Information Act Copy of Application, if applicable – Reference Section 11.1</p>
<p>The following appendices are not required to be submitted as part of the Application and are included for informational purposes only. Appendices will be used when submitting monthly reports and final reports as well as documenting deliverables in return for payment.</p>
<p>18. Appendix A - Technical Assistance Activities</p>
<p>19. Appendix B - Developmental Funding Activities</p>
<p>20. Appendix C – Staffing Report</p>
<p>21. Appendix D – Capital Improvement Progress Report</p>

22. Appendix E - FQHC Incubator Monthly Progress Report

23. Appendix F – FQHC Incubator Final Report

SECTION 14. APPLICATION SUBMISSION REQUIREMENTS

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

The complete Application must be submitted to:

DSHS FQHC Incubator Program

Email: FQHCIncubator.Contracts@dshs.texas.gov

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

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

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

14.1. E-MAIL SUBMISSION

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

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

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

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

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

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

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

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

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

14.2. RECEIPT OF APPLICATION

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

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

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

SECTION 15. SCREENING OF APPLICATIONS

Neither issuance of this OE nor retention of Applications constitutes a commitment on the part of DSHS to award a Contract. DSHS maintains the right to reject any or all

Applications and to cancel this OE if DSHS, in its sole discretion, considers it to be in the best interests of DSHS to do so.

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

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

15.1. INITIAL SCREENING OF APPLICATIONS

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

DSHS reserves the right to:

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

Informalities:

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

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

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

15.2. VERIFICATION OF PAST VENDOR PERFORMANCE

DSHS reserves the right to conduct studies and other investigations as necessary to evaluate any Application. By submitting an Application, the Applicant generally

releases from liability and waives all claims against any party providing information about the Applicant at the request of DSHS.

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

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

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

- a. Applicant has an unfavorable report or grade on the CPA Vendor Performance Tracking System (VPTS).
VPTS may be accessed at:
<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>
OR,
- b. Applicant is currently under a corrective action plan through DSHS, OR,
- c. Applicant has had repeated, negative vendor performance reports for the same reason, OR,
- d. Applicant has a record of repeated non-responsiveness to vendor performance issues, OR,
- e. Applicant has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or sub-standard performance.

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

The performance information may include, but is not limited to:

- Notices of termination,
- Cure notices,
- Assessments of liquidated damages,
- Litigation,
- Audit reports, and
- Non-renewals of contracts.

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

SECTION 16. AWARD PROCESS

16.1. CONTRACT AWARD AND EXECUTION

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

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

All awards are contingent upon approval of the HHSC Executive Commissioner or the HHSC Executive Commissioner's designee.

16.2. COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS

16.2.1. REQUIRED PRE-AWARD VERIFICATIONS

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

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

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

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

A. State of Texas Debarment

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

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

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

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

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

C. Divestment Statute Lists

Must not be listed on the Divestment Statute Lists provided by CPA which may be accessed at:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

1. Companies that boycott Israel;
2. Scrutinized Companies with Ties to Sudan;
3. Scrutinized Companies with Ties to Iran;
4. Designated Foreign Terrorist Organizations; and
5. Scrutinized Companies with Ties to Foreign Terrorist Organizations.

D. HHS Office of Inspector General

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

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

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

16.2.2. ADDITIONAL REQUIRED PRE-AWARD VERIFICATIONS

After the checks performed in Section 16.2.1, the following verifications will be conducted for each Applicant. The verifications will be based on the legal name and, if applicable, the Assumed Business Name (D.B.A.), and/or the Secretary of State (SOS) charter number, the Federal ID or Texas Payee ID numbers, or the CPA Franchise Tax number provided, as applicable, on Exhibit A, HHS Solicitation Affirmations.

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

A. Texas Franchise Tax Status

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

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

B. Texas Warrant Hold Status

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

C. Texas Secretary of State

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

16.3. AWARD TO GOVERNMENTAL ENTITIES

If Applicant is a governmental entity, responding to this OE in its capacity as a governmental entity, certain terms and conditions may not be applicable including, but not limited to, any HSP requirement. Furthermore, to the extent permitted by law, if an Application is received from a governmental entity, DSHS reserves the right to enter into an interagency or interlocal agreement with the governmental entity.